



January 25, 2005.

Secretary General
CRTC
Ottawa, ON
K1A 0N2

SECRETARIAT
IM / TELECOM

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Secretary General:

RE: Master Agreement for Interconnection between Local Exchange Carriers, ExaTEL and Microcell Solutions Inc.

ExaTEL submits a Master Agreement for Interconnection between Local Exchange Carriers for the Commission's approval. This agreement details the interconnection between ExaTEL and Microcell Solutions Inc., two CLECs that provide local switched voice service in Canada. Schedule C of this agreement is filed in confidence as it contains sensitive network information.

Sincerely,

Jesse Gasteiger
Director, ExaTEL

CRTC PM 2:03 28JAN'05

**MASTER AGREEMENT
for
INTERCONNECTION**

between

MICROCELL SOLUTIONS Inc.

And

EXATEL Inc.

Version 27

October 30, 2001 Version

**updated with
Schedule H**

pursuant to

Telecom Decision CRTC 2002-77 (12 December 2002) re BPRE034b
Telecom Decision CRTC 2003-35 (4 June 2003) re BPRE031c

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**MASTER AGREEMENT for INTERCONNECTION
between LECs ("MALI")**

This Agreement effective this **first day of January, 2005**, (the "Effective Date")

BETWEEN

Microcell Solutions INC., a corporation duly incorporated under the laws of Canada, having its principal place of business or registered office in the city of Montreal in the province of Quebec:

AND

ExaTEL Inc., a corporation duly incorporated under the laws of Canada, having its principal place of business or registered office in the city of Sudbury in the province of Ontario;

hereinafter collectively referred to as "the Parties" and each, individually, as a "Party".



RECITALS

WHEREAS each Party operates a telecommunications network (the "Network") through which local telecommunications services are made available;

WHEREAS each Party recognizes the other as a carrier equal in stature in the local telecommunications market in accordance with the principles stated by the Canadian Radio-television and Telecommunications Commission in Telecom Decision CRTC 97-8, Local Competition, 1 May 1997;

WHEREAS it is understood and agreed between the Parties that both will at all times meet the following conditions, as appropriate:

- (a) Membership in good standing of the Consortium established to facilitate Local Number Portability;
- (b) Membership in good standing in the Central Fund Consortium established to administer, collect and dispense interexchange contribution; and
- (c) Membership in good standing, as required, of the Consortium established to facilitate performance of the functions of the Central Numbering Administrator.

WHEREAS the Parties have agreed to interconnect their respective Networks for the purpose of the interchange of telecommunications traffic, in accordance with and subject to:

- (a) The terms, conditions and covenants in this Agreement;
- (b) The applicable Schedules attached hereto;
- (c) The applicable provisions of the tariffs of either Party, as amended from time to time and approved by the Commission; and
- (d) The terms and conditions specified in any Commission decisions and orders that may be lawfully applicable.

IT IS THEREFORE AGREED IN CONSIDERATION OF THE PREMISES AND THE MUTUAL TERMS AND CONDITIONS CONTAINED HEREIN:

1. INTERPRETATION

- (a) For the purposes of this Agreement, the following terms mean:
- (i) "Bill and Keep Traffic" means the telecommunications traffic as defined in Telecom Order CRTC 98-486, specifically, traffic between a pair of LECs that originates and terminates in the Exchange (local traffic) in which the LECs are directly interconnected, subject to the Commission's determinations from time to time (including tariff approvals).
 - (ii) "CCS7" means the digital signaling system used by carriers to route telephone calls and to provide other services.
 - (iii) "Commission" or "CRTC" means the Canadian Radio-television and Telecommunications Commission and its successors.
 - (iv) "Exchange" means the basic unit for the administration and provision of telephone service by an Incumbent LEC, which normally encompasses a city, town or village and adjacent areas.
 - (v) "Incumbent LEC" or "ILEC" means a LEC who provided local exchange service on a monopoly basis prior to May 1, 1997, but only in relation to the territory it served on a monopoly basis prior to May 1, 1997.
 - (vi) "Interconnection Facilities" means those facilities required to permit the interchange of traffic between LECs, including those interconnecting trunks and signaling links designated as shared-cost facilities.
 - (vii) "LEC" means a local exchange carrier, as further defined in Telecom Decision CRTC 97-8.
 - (viii) "Termination Service" means the termination by one LEC on its Network of traffic carried over Interconnection Facilities interchanged from the Network of the other LEC.
- b) The Recitals in this Agreement form an integral part of this Agreement, and are intended to assist in the interpretation of this Agreement and any attached Schedules.
- c) The Schedules to this Agreement listed in Appendix 1 form an integral part of this Agreement unless otherwise specified therein, and references to a Schedule are intended by both Parties to refer to the relevant Schedule as

it is modified from time to time with the mutual consent of the Parties. The Parties acknowledge that the Schedules to this Agreement extend to the offering of certain facilities and services in addition to Interconnection Facilities and Termination Service.

- d) Where a Schedule to this Agreement incorporates by reference a guideline for use by the Parties, the Parties may, by mutual accord, employ procedures or other provisions that differ from such guidelines. When the form of agreement filed by the Parties with the Commission for its prior approval is different in any material respect from this Agreement, the Parties agree to identify any such differences to the Commission.
- e) In addition to guidelines incorporated by reference into this Agreement, the Parties recognize that guidelines specifying methods, procedures and specifications employed for interconnection may be developed and amended from time to time by the CRTC Interconnection Steering Committee ("CISC") (or its successor). A list of CISC consensus documents concerning the interconnection of networks and approved by the CRTC is attached as Schedule B. The Parties agree to abide by such documents, as amended from time to time, as applicable.

2. OBJECTIVES AND SCOPE OF INTERCONNECTION

- (a) The Parties agree to provide each other with Interconnection Facilities and Termination Service between their respective Networks.
- (b) It is understood and agreed between the Parties that any information provided by either Party to the other for the purposes of planning or provisioning Interconnection Facilities, notifying the other Party of planned Network changes, or otherwise for the implementation of this Agreement or the Schedules hereto, shall be kept confidential by the Party receiving such information in accordance with the provisions of Schedule A.

3. PROVISION OF INTERCONNECTION FACILITIES

- (a) Physical interconnection between the Networks of the Parties shall occur at the designated locations (the "Points of Interconnection") listed in the bilateral Schedule negotiated between the Parties and attached as Schedule C, as modified by the Parties from time to time.
- (b) Interconnection between the Networks of the Parties for the purposes of exchanging CCS7 information shall occur at the locations (the "Signaling

Points of Interconnection") listed in the bilateral Schedule negotiated between the Parties and attached as Schedule C, as modified by the Parties from time to time.

- (c) Requests for the provision of Interconnection Facilities shall be in the form and according to the procedures specified in Schedule D.
- (d) The costs to provision capacity required for the exchange of Bill and Keep Traffic, including signaling, shall be shared equally between the Parties.

4. COMPENSATION FOR NON-BILL AND KEEP TRAFFIC

The exchange of telecommunications traffic other than Bill and Keep Traffic will be subject to the requirement to pay any applicable compensation to the Party providing the services.

5. COMPENSATION FOR BILL AND KEEP TRAFFIC

- (a) Subject to Section 5(b), the Parties recognize that no rates shall be charged by either Party to the other in respect of the exchange of Bill and Keep Traffic.
- (b) Each Party shall be entitled to charge rates for the termination of Bill and Keep Traffic according to its tariff, as amended from time to time and approved by the Commission.

6. PLANNING

- (a) Each Party shall provide to the other Party for planning purposes its reasonable forecasts of the Interconnection Facilities it will require from the other Party under this Agreement. Such forecasts shall be provided in the form and the intervals specified in the reports referred to in Schedule B.1 to this Agreement.
- (b) In order to enable the other Party to prepare the forecasts referenced in Section 6(a), above, and for planning purposes, each Party shall also provide to the other Party network architecture planning information in the form and at the intervals specified in the reports referred to in Schedule B.1 of this Agreement.

- (c) The forecasts and network architecture planning information provided pursuant to Sections 6(a) and (b) shall not be deemed by either Party to constitute requests for the provision of Interconnection Facilities.

7. NETWORK AND FACILITIES CHANGES

- (a) Neither Party makes any representations to the other or to the other's customers that the Interconnection Facilities supplied by either of them are or will remain adaptable for use in connection with the services, facilities and equipment of the other or the other's customers.
- (b) Subject to Section 7(c), each Party reserves the right to change, in whole or in part, the design, function, operation or layout of its Network as the Party in its sole discretion considers necessary.
- (c) Each Party will provide the other with advance notice of changes to its Network in conformity with applicable Commission decisions, directives, and orders. Such notice shall be given in a co-operative and mutually beneficial manner. The Parties shall work together to make reasonable efforts to maintain compatibility of their Networks.
- (d) The Parties acknowledge and agree that any modification to Exchange boundaries by Incumbent LECs is subject to the approval of the Commission.

8. BILLING

Statements of charges payable by each Party for the provision of telecommunication services to the other pursuant to this Agreement will be rendered in a billing medium and format and at intervals specified in Schedule E.

9. TESTING AND TROUBLE REPORTING

- (a) Each of the Parties may make reasonable tests and inspections of its Network and may, upon reasonable notice to the other Party, temporarily interrupt services carried on the facilities or equipment being tested or inspected. Where such service interruptions affect traffic originating, terminating or carried upon the other Party's Network, appropriate procedures regarding such tests and inspections shall be negotiated

between the Parties. In all cases, each Party will make every effort to minimize disruptions by selecting times appropriately.

- (b) Each of the Parties, prior to reporting a trouble to the other Party, will use its best efforts to determine whether the trouble is located on its Network and, if so, to repair the trouble. In the event a trouble arises which either Party alleges is located within the Network of the other Party, and which the Parties, upon investigation, determine is not located in the Network of the second Party, a charge may be assessed by the second Party to the first Party based upon the reasonable costs, as defined in Section 9(c), incurred by the second Party.
- (c) Trouble reporting procedures and the notice periods considered reasonable shall be as set out in the Network Operations Guidelines referred to in Schedule F. The determination of reasonable costs shall be made in view of the circumstances of each occurrence, and shall be comprised of the following elements:
 - (i) labour rates, with the tariffed labour rates of the Incumbent LEC serving the area where the ILEC Point of Interconnection is located to be the upper limit of the allowable rate;
 - (ii) cost of material and equipment used in the investigation; and
 - (iii) reasonable costs charged by third parties engaged to assist either Party in the investigation, subject to the prior agreement of both Parties.
- (d) The aggregate charge for the trouble investigation activities based upon the elements listed in Section 9(c) shall not be considered reasonable if it exceeds the fair market value of such an investigation.



10. INTERCONNECTION STANDARDS AND COMPLIANCE

- (a) The technical interface between the Networks of the Parties will be in accordance with the reports referred to in Schedule B.2, and any other applicable industry standards and guidelines, as well as with the applicable laws, directives, orders, regulations and decisions of the Commission or other appropriate lawful authority. The Parties agree to make use of industry standard network interfaces wherever possible to interconnect their respective Networks.
- (b) Each Party shall be responsible to take the necessary precautions in the location, construction, operation and maintenance of its Network so as to prevent any hazards, troubles or interference with or interruption to the Network of the other Party.
- (c) Subject to Section 7, the characteristics and methods of operation of any circuits, facilities or equipment of either Party will not interfere with or impair the operation of the circuits, facilities or equipment of the other Party, nor will they cause damage to the other Party's Network, create a hazard to any of the other Party's employees or to any member of the public or impair the privacy of any communication carried over the Network of the other Party.
- (d) If such characteristics or methods of operation of any circuits, facilities or equipment are not in accordance with this Section 10, the Party apprehending the discordance will provide reasonable advance written notice to the other Party that temporary discontinuance of the use of any circuits, facilities or equipment may be required. When prior notice is not practicable, the Party apprehending the discordance may temporarily discontinue, without providing prior notification to the other Party, the provision of a circuit, facility or equipment if such action is reasonable under the circumstances. In cases of such temporary discontinuance, the other Party will be notified verbally and in writing as soon as possible after the temporary discontinuance and afforded the opportunity to correct the situation. A Party's temporary discontinuance will cease upon notice being given verbally and in writing to the other Party that the situation has been corrected.

11. RESPONSIBILITY FOR OPERATION OF NETWORKS

- (a) Each Party shall be individually responsible for the provision and maintenance of its respective services, facilities and equipment. Nothing herein will operate to convey to either Party the ownership of or any interest in the services, facilities and equipment of the other Party.
- (b) Each Party shall be solely responsible for the switching and routing of all telecommunications traffic on its Network and to the Point(s) of Interconnection with the other Party's Network.

12. TERMINATION

Except as otherwise agreed by the Parties:

- (a) Notwithstanding any other provision of this Agreement, either Party (the "Terminating Party") may terminate this Agreement at any time by giving written notice to the other Party (the "Non-Terminating Party") at least six (6) months in advance of the effective date of such termination, or such other date as is mutually agreed to by the Parties.
- (b) Subject to Section 13 (Force Majeure), either Party (the "Non-Defaulting Party") shall be entitled, at its option, to terminate this Agreement upon thirty (30) days prior written notice to the other Party (the "Party in Default"):
 - (i) where the Party in Default fails to pay any amount due and owing to the Non-Defaulting Party under this Agreement, other than reasonably disputed charges; or
 - (ii) where the Party in Default fails to comply with any of its material obligations under this Agreement;

after having provided the Party in Default with written notice of such deficiency and a period of thirty (30) days within which to cure such deficiency, and such deficiency, in the Non-Defaulting Party's reasonable determination, remains unremedied at the expiry of such thirty (30) day period.

- (c) Notwithstanding any other provision of this Agreement, either Party shall be entitled, at its option, to terminate this Agreement upon no less than forty-eight (48) hours written notice to the other Party:
- (i) where required by law, court order or regulatory order or directive;
 - (ii) on the Party in Default becoming bankrupt or insolvent;
 - (iii) upon the filing by the Party in Default of any petition or answer seeking reorganization, readjustment or arrangement of the business of the Party in Default under any valid law relating to bankruptcy or insolvency;
 - (iv) upon the Party in Default ceasing to carry on business in the ordinary course;
 - (v) upon the appointment of a receiver or receiver-manager for all or substantially all of the property of the Party in Default; or
 - (vi) upon the making by the Party in Default of any assignment or attempted assignment for the benefits of creditors;

such termination to be effective on the date specified in the notice of termination.

- (d) For the purposes of this Section 12(d), "Non-Recoverable Costs" refers to costs incurred by either Party for the provision of non-fungible Jointly-built Interconnection Facilities in accordance with Section 3(c) including, but not limited to, reasonable administration, design and engineering costs, capital costs and installation costs, but excluding costs associated with the ongoing operation of such Jointly-built Interconnection Facilities.

The "Facilities Start Date" refers to the date on which the non-fungible Jointly-built Interconnection Facilities are ready for use.

Interconnection Facilities are considered to be "Jointly-built Interconnection Facilities" when their construction is subject to an agreement between the Parties providing for the sharing of cost and responsibility for construction.

The Non-Recoverable Costs shall be deemed to be amortized over a period of three (3) years from the Facilities Start Date as a payment stream of thirty-six (36) consecutive equal monthly payments from and including the Facilities Start Date. The said equal monthly payment shall be referred to as the "Amortized Amount" and the three (3) year period from the Facilities Start Date shall be referred to as the "Amortization Period".

The "Paying Party" shall refer:

- (i) in the event of termination in accordance with Section 12(a), to the Terminating Party; and
- (ii) in all other instances of termination, to the Party in Default.

In the event the effective date of termination is prior to the expiry of the Amortization Period, the Paying Party shall, within thirty (30) days of the effective date of termination, pay to the other Party, as liquidated damages and not as a penalty:

- (i) the present value of the Amortized Amount for each month of the unexpired portion of the Amortization Period from the day following the effective date of termination;
- (ii) less the salvage value, as estimated by the other Party, acting reasonably, together with any other amounts received by the other Party for the non-fungible Jointly-built Interconnection Facilities.

If the effective date of termination is not the last day in a calendar month, the required payment shall be calculated from the first day of the month of the effective date of termination. If the date of expiry of the Amortization Period is not the last day in a calendar month, the date of the last payment shall be deemed to occur on the last day in the said calendar month.

Computation of the present value of the monthly payments shall reflect application of a discount factor of the prime rate established by the Bank of Canada plus two (2) percent.

- (e) For greater certainty, payment of liquidated damages in accordance with Section 12(d) does not entitle the Paying Party to ownership of the non-fungible Jointly-built Interconnection Facilities provisioned in accordance with this Agreement.
- (f) Upon the effective date of termination, either Party may disconnect its portion of facilities interconnecting the Networks of the Parties at the Points of Interconnection and at the Signaling Points of Interconnection.
- (g) Termination of this Agreement shall not relieve either Party of its obligation to pay any amounts due or to become due to the other Party, nor deprive either Party of any of its rights or remedies or actions against the other Party which may have arisen prior to the effective date of termination.

13. FORCE MAJEURE

The performance of each of the Parties under this Agreement will be excused by labour difficulties (such as work stoppages, strikes, lock-outs, slow-downs and similar labour disrupting events), government orders, civil commotions, acts of God, events related to the failure of customers or other entities not under the control of either Party to resolve date related computer problems and other circumstances beyond the reasonable control of each such Party, where such circumstances prevent the Party's performance. Financial difficulty experienced by either Party will not be interpreted as Force Majeure.

14. LIMITATION OF LIABILITY AND INDEMNIFICATION

- (a) Neither Party guarantees to the other Party uninterrupted working of the services, facilities and equipment provided pursuant to this Agreement.
- (b) Except as provided in Sections 14(c), (g) and (h), under no circumstances will either Party (for the purposes of this Section 14, referred to as "LEC A"), or its officers, directors, employees, contractors or agents, be liable in contract, in tort (including, but not limited to, liability for any and all negligence, including gross negligence), in equity, for breach of statutory duty or otherwise to compensate the other Party (for the purposes of this Section 14, referred to as "LEC B") for any loss, injury, liability, damage, costs or expense arising directly or indirectly from the performance or non-performance of LEC A's obligations under this Agreement including, but not limited to:
 - (i) any act, omission, error, default or delay in respect of the making available, continued availability, provision, use or termination of the Interconnection Facilities;
 - (ii) failure to connect the Network of LEC A to the Network of LEC B; or
 - (iii) interception, distortion or interruption of any communication or attempted communication using the Interconnection Facilities or Termination Service.

For greater certainty, except as provided in Sections 14(c), (g) and (h), under no circumstances will LEC A or its officers, directors, employees, contractors or agents be liable for loss, whether direct or indirect, of profits, business or anticipated savings or for any indirect or consequential loss whatsoever notwithstanding that LEC A or its officers, directors, employees, contractors or agents has been advised of the likelihood of such losses.



(c) Notwithstanding Section 14(a) and 14(b), but subject to all other provisions of this Section 14, LEC A shall be liable to LEC B for the Recoverable Costs, if any, incurred by LEC B if LEC A:

- (i) wilfully and in bad faith fails or delays; or
- (ii) wilfully and in bad faith engages in conduct that is tantamount to a failure or delay,

in the performance of an obligation under this Agreement.

Conduct by LEC A, its officers, directors, employees, contractors or agents described in Section 14(c) (i) and (ii) is referred to herein as "Wrongful Conduct". For greater certainty, LEC B acknowledges and agrees that a Network outage or a Network fault affecting all or a substantial portion of LEC A's Network shall not constitute Wrongful Conduct.

(d) For the purpose of Section 14(c), "Recoverable Costs" means the larger of:

(i)

- (i.a) the revenues from the provision of telecommunications services that LEC B would reasonably have expected to have realized in the absence of Wrongful Conduct by LEC A net of any costs and charges that would reasonably be expected to have been incurred, but were not incurred, by LEC B in providing such telecommunications services during that period;

less

- (i.b) any revenues realized by LEC B in mitigating such Wrongful Conduct by LEC A, net of any costs reasonably incurred by LEC B in such mitigation; or
- (ii) any reasonable costs that LEC B incurred that it would not have incurred absent the Wrongful Conduct of LEC A.

- (e) If for any reason LEC A or its officers, directors, employees, contractors or agents are liable to LEC B for Recoverable Costs hereunder, whether in contract, in tort (including, but not limited to, liability for any and all negligence, including gross negligence), in equity, for breach of statutory duty or otherwise, the combined maximum liability of LEC A and its officers, directors, employees, contractors and agents shall be \$2,000,000.00 in respect of any one event or related series of events, with a maximum liability to LEC B in any 12 month period of \$2,000,000.00, irrespective of the number of events.
- (f) It is understood and agreed that any refusal or delay in making available Interconnection Facilities or Termination Service which is in compliance with specific procedures or deadlines set out in applicable provisions of Schedules to this Agreement shall not constitute Wrongful Conduct and an event of Wrongful Conduct shall not be considered to have commenced until any such procedures or deadlines have been contravened.
- (g) Notwithstanding Section 14(b), but subject to all other provisions of this Section 14, nothing in this Section 14 shall limit LEC A's liability:
 - (i) to indemnify LEC B pursuant to Section 12 of Schedule A to this Agreement; or
 - (ii) for damage to LEC B's tangible personal property or premises, or for death or personal injury, caused by the negligence or wilful act of LEC A, or its officers, directors employees, contractors or agents.
- (h) Nothing in this Section 14 shall exclude the liability of LEC A to pay any amounts due or to become due, together with any applicable interest, to LEC B pursuant to this Agreement.

15. INTELLECTUAL PROPERTY RIGHTS

- (a) In this Section 15, intellectual property includes trade marks, service marks, inventions, patents, designs, copyrights, know how and trade secrets and all rights and interests or licences to use any of them.
- (b) Nothing in this Agreement shall confer or be deemed to confer on either Party any rights or interests in or licences to use or to permit or cause use to be made of the intellectual property of the other Party.

16. ASSIGNMENT

Neither Party may assign or transfer this Agreement, or any of its rights and obligations under this Agreement, without the prior written consent of the other Party, which consent will not be unreasonably withheld, provided, however, that nothing herein shall prohibit either Party transferring or assigning this Agreement or any of its rights or obligations specified therein to an affiliate or subsidiary.

17. APPLICABLE LAWS

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada.

18. NOTICES

Any notice, communication, request, demand or other document required or permitted to be given or sent or delivered hereunder to either of the Parties will be in writing and will be sufficiently given or sent or delivered if it is:

- (a) Delivered personally to such Party, or if such Party is a corporation, to the attention of the person indicated in Section 18(b), below;
- (b) Sent to the Party entitled or required to receive it by registered mail, postage prepaid, mailed in Canada, and addressed by such Party as follows:
 - i) in the case of **Microcell Solutions Inc.**

Microcell Solutions Inc.
800 de La Gauchetiere Street West,
Suite 4000
Place Bonaventure
Montreal, Quebec, H5A 1K3
Phone: 514-937-0102
Fax Number: 514-846-7460
Attention: Mr. Carl Dexter - Vice-President, Network Services

Copy to Mr. Simon-Pierre Olivier (Regulatory Affairs)
Fax Number: 514-572-1833



- ii) in the case of **ExaTEL Inc.**

ExaTEL Inc.
128 Larch Street, Suite 301
Sudbury, Ontario
P3E 5J8
(705) 675-0400
(705) 675-0404
Attention: Jesse Gasteiger, Director

or to such other or additional address as the Party entitled or required to receive a notice, designation, communication, request, demand or other document has, by notice given in accordance with this Section 18, communicated to the other Party;

- (c) Sent to the Party entitled or required to receive it by facsimile transmission to its facsimile number shown in this Section 18; or
- (d) Sent to the Party entitled or required to receive it by other means provided for in Schedule G.

19. RECEIPT OF NOTICES

Any notice, designation, communication, request, demand or other document given in accordance with Section 18 shall:

- (a) If delivered in accordance with Section 18(a), be deemed to have been given and received on the day delivered;
- (b) If sent by mail in accordance with Section 18(b), be deemed to have been given and received on the fourth business day following the date of mailing unless at any time between the date of mailing and the seventh day thereafter there is a discontinuance or interruption of regular postal service, whether due to a strike or lockout or work slowdown affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the orderly course of the mail, allowing for discontinuance or interruption of regular postal service; and
- (c) If sent in accordance with Section 18(c) or (d), be deemed to have been given and received on the business day next following the date of transmission.

20. REGULATORY APPROVALS

This Agreement shall come into force upon its Effective Date as approved by the Commission.

21. TIMELY APPROVAL

Each Party will use its best efforts to obtain all necessary regulatory approvals for this Agreement in a timely fashion.

22. WAIVERS

- (a) The failure of either Party to insist upon performance of any of the terms, covenants and conditions of this Agreement in any one or more instances will not be construed as a waiver or relinquishment of any such terms, covenants or conditions, but the same will be and remain in full force and effect.
- (b) No waiver or consent, expressed or implied by a Party to or of any breach or default by the other Party of any or all of its obligations under this Agreement will:
 - (i) Be valid unless it is in writing and stated to be a consent or waiver pursuant to this Section 22;
 - (ii) Be relied upon as a consent or waiver to or of any other breach or default of the same or any obligations;
 - (iii) Constitute a general waiver under this Agreement; or
 - (iv) Eliminate or modify the need for a specific consent or waiver pursuant to this Section 22 in any other or subsequent instance.

23. CUMULATIVE RIGHTS

Nothing in this Agreement shall be interpreted so as to prevent or preclude either Party from pursuing any right or remedy that may be available to it with respect to services not provided under this Agreement.

24. UNENFORCEABLE TERMS

Notwithstanding anything to the contrary contained in this Agreement, if any term, covenant, or provision contained in this Agreement is void or unenforceable in whole or in part, it will not be deemed to affect or impair the validity of any other term, covenant, or provision and each of the terms, covenants and provisions hereof is declared to be separate and distinct.

25. NO PARTNERSHIP OR JOINT VENTURE

This Agreement does not constitute a partnership or joint venture between the Parties or constitute either Party an agent of the other Party.

26. ENTIRE AGREEMENT

This Agreement, including all Schedules, constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supercedes any prior understandings and agreements, whether oral or written, between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the Parties other than as expressly set forth in this Agreement.

27. AMENDMENTS

No amendments or additions to this Agreement shall be valid unless in writing and signed by the proper signing officials of the Parties, provided, however, that nothing herein shall restrict either Party from modifying its tariffs subject to applicable regulatory approvals.

28. INTERPRETATION IN THE EVENT OF CONFLICT

In the event of conflict between: (i) the applicable tariffs of the Parties as approved by the Commission; (ii) the provisions of this Agreement including Schedules; and (iii) the operating specifications, procedures and guidelines issued in relation to the subject matter of this Agreement, then the provisions of the applicable tariffs shall firstly prevail, secondly the provisions of this Agreement including the Schedules and thirdly, the provisions of the operating specifications, procedures or guidelines as these may be applicable.

29. LANGUAGE

The Parties declare that they have requested the present Agreement to be drawn up in the English language.

Les parties conviennent qu'elles ont demandé que la présente convention soit rédigée en anglais.

30. NUMBER AND GENDER

This Agreement is to be read with all changes of number and gender as required by the context.

31. DISPUTES

Should a dispute or disagreement of any kind (a "Dispute") arise with respect to the interpretation or application of this Agreement, the Parties agree to the following procedures to resolve the Dispute:

(a) Good Faith Negotiations

- i) Good faith negotiations will take place between the Parties with the objective of resolving the Dispute.
- ii) If such good faith negotiations have not resolved the Dispute within a period of thirty (30) days from when it is first identified, either Party may refer the Dispute to the Commission for resolution (for matters

within the jurisdiction of the Commission), or the Parties may agree to refer the Dispute to arbitration, in accordance with the process set forth below.

(b) Early Referral to Commission or to Court of Competent Jurisdiction

At any time prior to the end of the thirty (30) day period for good faith negotiations, if either Party reasonably believes that the matter must be dealt with on an urgent or priority basis, then that Party may refer the Dispute to the Commission (for matters within the jurisdiction of the Commission) or to a Court of competent jurisdiction for resolution.

(c) Arbitration

- i) If the Dispute cannot be resolved by good faith negotiations within thirty (30) days from when it is first raised, the Parties may mutually agree to refer the issue to arbitration.
- ii) The arbitration will take place in accordance with the rules agreed to by the Parties and in compliance with applicable legislation and procedural convention.

(d) Other Matters

- i) The Parties recognize that the Commission may establish a list of qualified arbitrators in telecommunications, and agree to refer to that list in considering a possible arbitrator.
- ii) In the absence of a reasonably perceived threat to health or safety, during the entire period of the process to resolve a Dispute under this Section 31, the Parties will continue to perform their obligations under this Agreement.
- iii) This Section 31 will survive termination or expiration of this Agreement.

(e) Disputes Concerning Customer Transfers

Disputes between the Parties with respect to the validity of a customer transfer shall be dealt with in accordance with the procedures established in Schedule H to this Agreement.

32. HEADINGS

The section headings in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.

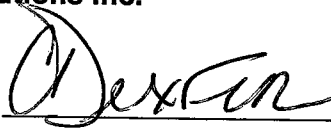
THIS AGREEMENT and everything contained herein will enure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns as fully and as effectively as if the same had been mentioned herein.

IN WITNESS whereof the Parties have executed this Agreement.

Microcell Solutions Inc.

ExaTEL Inc.

Per:



Per:



Print Name:

Mr. Carl Dexter

Print Name:

Jesse Gasteiger

Position:

Vice-President, Network Services

Position:

Director

Jan, 25, 2005.

Per:



Print Name:

Mr. Robert Fortier

Position:

Vice-President, Finance and Corporate Controller

APPENDIX 1

LIST OF SCHEDULES TO MALI

- A. Confidentiality**
- B. Network**
 - B.1 Planning**
 - B.2 Technical Specifications**
- C. Interconnection Architecture**
- D. Ordering Procedures**
- E. Billing Procedures**
- F. Network Operations Guidelines**
- G. Data Interchange**
- H. Customer Transfer Procedures**

SCHEDULE A

Confidentiality

1. In this Schedule A, "Confidential Information" means any information, material and data of a confidential or proprietary nature furnished or disclosed to either Party (the "Recipient Party") by the other Party (the "Disclosing Party") in connection with the performance of or as a result of this Agreement, directly or indirectly, orally, in any written form, or in any magnetically or electronically recorded form, or by drawings or inspection of parts or equipment, and including, but not limited to, information, knowledge or data of an intellectual, technical, scientific, commercial or industrial nature, or of a financial, cost, pricing or marketing nature relating to the business operations of either Party.

2. The obligations outlined in this Schedule A do not apply to information that:
 - (a) is within the public domain at the date of its disclosure to the Recipient Party or thereafter enters the public domain otherwise than through the acts or omissions of the Recipient Party, its directors, officers, employees, agents or representatives or any other person under an obligation to hold such information confidential;
 - (b) is already known to the Recipient Party at the time of its disclosure by the Disclosing Party free of any obligation to keep confidential;
 - (c) is developed independently by the Recipient Party prior to or following the date of its disclosure to the Recipient Party;
 - (d) following its disclosure to the Recipient Party, is received by the Recipient Party without obligation of confidence from a third party which the Recipient Party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence;
 - (e) the Disclosing Party has given its written approval to disclose; or
 - (f) is required to be disclosed by the Recipient Party by any government body or agency or rule of law; provided, however, that the Recipient Party shall (1) use reasonable efforts to limit such disclosure, and (2) in any event make such disclosure only to the extent so required, having first made reasonable efforts to notify the Disclosing Party of its obligation to make such disclosure.

3. The Recipient Party shall:
 - (a) use the Confidential Information solely for the purpose of facilitating the performance of this Agreement;
 - (b) not disclose or otherwise allow access to such Confidential Information to any of its directors, officers, employees, agents or third parties except those who have a need to know such Confidential Information consistent with the requirements of this Agreement and the provision of services under this Agreement;
 - (c) not disclose or otherwise allow access to Confidential Information for competitive purposes to any of its directors, officers, employees, agents or third parties except those who have a need to know such Confidential Information in order to provide services under this Agreement;
 - (d) use reasonable efforts, whether by instruction, agreement or otherwise, to treat, and cause all directors, officers, employees, agents and third parties to whom such Confidential Information is disclosed to treat as strictly confidential all such Confidential Information, which efforts shall not be less than the efforts taken to protect the Recipient Party's own valuable confidential or proprietary information that it does not wish to have disclosed.
4. With respect to any of its officers, employees, agents or third parties who will be performing functions required for the provision of services under the Agreement (hereinafter referred to as "Employees"), whether on a dedicated or non-dedicated basis, the Recipient Party shall review with each Employee at the beginning of his or her assignment and on an annual basis thereafter, the information specified in Attachment 1 hereto. An acknowledgement form will be signed by the Employee as well as by the Employee's immediate supervisor indicating that the information specified in Attachment 1 has been reviewed and understood, and such acknowledgement forms shall be retained by the Recipient Party.
5. The systems used to provide services under this Agreement will, to an extent consistent with the efficient functioning of the Recipient Party's operations, be maintained and operated separately from the Recipient Party's other systems. Interfaces with these systems will be provided on an as-needed basis only. Access to these systems will be restricted through the use of appropriate sign-on procedures.

6. Additionally, all physical media on which any Confidential Information resides in the possession of an Employee shall be kept in locked offices and/or locked desks, cabinets or other storage areas at night and on all non-business days as well as during other prolonged periods of absence.
7. Except for Confidential Information relating to a customer of the Disclosing Party for which the obligations of confidentiality shall survive indefinitely, the obligations of confidentiality shall, with respect to any particular information, survive for a period of three (3) years following disclosure of that particular information by the Disclosing Party to the Recipient Party.
8. On termination of this Agreement, each Party shall return to the other all physical materials containing Confidential Information or certify that such materials have been destroyed, and shall provide an affidavit attesting to the destruction of all machine-readable materials containing Confidential Information. The material shall be returned or destroyed, as appropriate, within the shortest practicable time following termination of the Agreement.
9. Neither the Disclosing Party nor any of its representatives makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information disclosed by such Party. The Disclosing Party shall not have any liability to the Recipient Party or any other person, in respect of the use of the Confidential Information, or for any errors therein or omissions therefrom, and each Party assumes full responsibility for all conclusions such Party derives from the Confidential Information.
10. This Agreement shall not be construed as granting or conferring any rights by licence or otherwise in any Confidential Information disclosed pursuant hereto.
11. In the event of a breach, or threatened breach, of any of the foregoing provisions, the Parties agree that the harm suffered by the injured Party would not be compensable by monetary damages alone and, accordingly, that the injured Party shall, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach.
12. The Recipient Party agrees to indemnify and hold harmless the Disclosing Party from all direct loss, damage, liability, costs or expense which may be suffered or incurred by the Disclosing Party as a result of a claim by a third party arising directly or indirectly from breach by the Recipient Party of any of the provisions of Section 2 of this Schedule A.

ATTACHMENT 1

Protection of Interconnector Confidential Information

1. As used herein, the following terms shall be interpreted as follows:

"Disclosing Party" refers to any and all providers of local telecommunications service with which [LEC] (the "Recipient Party") has a valid and subsisting Master Agreement for Local Interconnection between Local Exchange Carriers.

"Confidential Information" shall mean any data or oral or written information

- (a) obtained from the Disclosing Party either directly or indirectly through a Recipient Party associated company; or
- (b) developed by the Recipient Party or a Recipient Party associated company exclusively for the benefit of the Disclosing Party relating to interconnection

which the Recipient Party receives or develops in its capacity as a provider of interconnection service and that is not generally known outside the Disclosing Party whether or not such information is identified as "Confidential" by the Disclosing Party at the time of disclosure. Confidential Information may include, but shall not be limited to information pertaining to the Disclosing Party's market forecasts, plans for development of new services, network plans, information relating to new customers and the Disclosing Party's current or proposed business plans.

2. The Recipient Party and each employee who is involved in providing the Disclosing Party services related to interconnection (the "Employee") acknowledge and agree that the relationship between the Recipient Party and its employees is one of mutual trust and reliance.
3. The Employee acknowledges that he/she has and may have access to Confidential Information, the disclosure of any of which to a Disclosing Party's competitors, customers, or the general public may be highly detrimental to the best interests of the Disclosing Party and the Recipient Party.

4. The Employee acknowledges that the business of the Disclosing Party and the Recipient Party cannot be properly protected from adverse consequences of the actions of the Employee other than by the restrictions set forth in this document.

5. To this end the Employee agrees not to disclose any Confidential Information to anyone at any time during the Employee's employment by the Recipient Party except on a "need to know" basis. The Employee also agrees not to disclose any Confidential Information to anyone after the termination of the employee's employment with the Recipient Party.

_____ [LEC] _____
Recipient Party

Employee Name: _____
(PRINT or TYPE)

Employee Signature: _____

Date: _____

Supervisor Name: _____
(PRINT or TYPE)

Supervisor Signature: _____

Date: _____

SCHEDULE B

Network

The Parties acknowledge that the Network Working Group of the CISC has produced a number of consensus reports, listed below, that have received Commission approval and that future modifications to these reports and additional consensus reports may also be forwarded to the CRTC for review. These consensus reports are available at any CRTC Public Examination Room. The Parties also acknowledge and agree that although some of these reports are related to local interconnection issues, the reports are not incorporated into this Agreement.

List of Network Working Group Reports:

NTRE004.DOC - Obligation of LNP Processing (NTTF002) - (approved by Commission on 8 September 1999)

NTRE002B.DOC - 142KB - Joint Build Facility Consensus Report (NTTF002) – (approved by Commission on 8 September 1999)

NTRE003.DOC - 179KB - Network and Forecast Information Exchange Consensus Report (NPTF004/5) - (approved by Commission on 8 September 1999)

NPRE007.DOC - 21KB - Joint Build Facilities Principles and Processes (NPTF002) - (approved by Commission 6 April 1998)

TIRE008.DOC - 20KB - Ten Digit Global Title Translation Responsibility (TITF002) - (approved by Commission 24 July 1998)

TIRE009.DOC - 16KB - CCS7 Minimum Message Set - Consensus Report (TITF003) - (approved by Commission 24 July 1998)

TIRE012.DOC - 16KB - Payphone Identification (TITF009) - (Commission approved 8 April 1999)

TICO062c.DOC - 34KB - Call Completion to a Portable Number Spec (TITF002) - (approved by Commission 6 April 1998)

TICO70a.DOC - 111KB - LNP Query-Response Network Capability Spec (TITF002) - (approved by Commission 6 April 1998)

TICO118d.DOC - 166KB - CMS feature specification (TITF003) - (approved by Commission 8 Dec 1998)

TICO119c.DOC - 122KB - Calling Name Specification (TITF006) - (approved by Commission 8 Dec 1998)

TICO128a.DOC - 85KB - Basic Call Control Interface Spec (TITF005) - (approved by the Commission 8 Dec 1998)

TICO131c.DOC - 38KB - ISDN Call Control Spec (TITF008) - (Commission approved 8 April 1999)

TICO135.DOC - 135KB - Calling Line Identification Spec (TITF005) - (approved by the Commission 8 Dec 1998)

TICO136.DOC - 122KB - Call Forward Interface Spec (TITF005) - (approved by the Commission 8 Dec 1998)

TICO140b.DOC - 21KB - Default and Pre-Determined Routing (TITF002) - (approved by Commission 8 Dec 1998)

TICO145b.DOC - 186KB - Basic Toll Interface Spec (TITF001) - (Commission approved 8 April 1999)

SCHEDULE B.1

Planning

The Parties acknowledge that the Network Working Group of the CISC has developed the following reports concerning network facilities planning and provisioning that have received Commission approval, and that modifications to these reports or additional reports may also be forwarded to the CRTC for review. These reports are available at any CRTC Public Examination Room. The Parties also acknowledge and agree that although these reports are related to local interconnection issues, they are not incorporated into this Agreement.

List of Network Planning Reports (subset of the list in Schedule B):

NTRE004.DOC - Obligation of LNP Processing (NTTF002) - (approved by Commission on 8 September 1999)

NTRE002B.DOC - 142KB - Joint Build Facility Consensus Report (NTTF002) - (approved by Commission on 8 September 1999)

NTRE003.DOC - 179KB - Network and Forecast Information Exchange Consensus Report (NPTF004/5) - (approved by Commission on 8 September 1999)

NPRE007.DOC - 21KB - Joint Build Facilities Principles and Processes (NPTF002) - (approved by Commission 6 April 1998)

TIRE008.DOC - 20KB - Ten Digit Global Title Translation Responsibility (TITF002) - (approved by Commission 24 July 1998)

TIRE009.DOC - 16KB - CCS7 Minimum Message Set - Consensus Report (TITF003) - (approved by Commission 24 July 1998)

TICO140b.DOC - 21KB - Default and Pre-Determined Routing (TITF002) - (approved by Commission 8 Dec 1998)

SCHEDULE B.2

Technical Specifications

The Parties acknowledge that the Network Working Group of the CISC has developed the technical specification reports listed below concerning technical interface and that these have received Commission approval. The Parties also acknowledge that future modifications to these reports or additional consensus reports concerning technical interface may also be forwarded to the CRTC for review. These reports are available at any CRTC Public Examination Room. The Parties acknowledge and agree that although some of these reports are related to local interconnection issues, they are not incorporated into this Agreement.

List of Technical Specifications (subset of the list in Schedule B):

TIRE012.DOC - 16KB - Payphone Identification (TITF009) - (Commission approved 8 April 1999)

TICO062c.DOC - 34KB - Call Completion to a Portable Number Spec (TITF002) - (approved by Commission 6 April 1998)

TICO70a.DOC - 111KB - LNP Query-Response Network Capability Spec (TITF002) - (approved by Commission 6 April 1998)

TICO118d.DOC - 166KB - CMS feature specification (TITF003) - (approved by Commission 8 Dec 1998)

TICO119c.DOC - 122KB - Calling Name Specification (TITF006) - (approved by Commission 8 Dec 1998)

TICO128a.DOC - 85KB - Basic Call Control Interface Spec (TITF005) - (approved by Commission 8 Dec 1998)

TICO131c.DOC - 38KB - ISDN Call Control Spec (TITF008) - (Commission approved 8 April 1999)

TICO135.DOC - 135KB - Calling Line Identification Spec (TITF005) - (approved by the Commission 8 Dec 1998)

TICO136.DOC - 122KB - Call Forward Interface Spec (TITF005) - (approved by the Commission 8 Dec 1998)

TICO145b.DOC - 186KB - Basic Toll Interface Spec (TITF001) - (Commission approved 8 April 1999)

SCHEDULE D

Ordering Procedures

Scope

1. This Schedule, as it may be modified from time to time, with the approval of the CRTC, by the Parties and by industry working groups, constitutes an integral part of the Master Agreement for Interconnection between Local Exchange Carriers ("LECs") and, where specifically so designated, of other service contracts/agreements for unbundled network elements. It outlines the ordering arrangements between and among LECs associated with the provision of local network interconnection, and unbundled network elements, including those required to support Local Number Portability.
2. This Schedule specifies the rights and obligations of each Party with respect to the ordering and provisioning of local network interconnection and unbundled network elements. Certain terms used in this Schedule shall have the meanings defined in the Glossary section of the Canadian Local Ordering Guidelines ("C-LOG"), or as otherwise elsewhere defined throughout this Schedule, as it may be modified from time to time, with the approval of the CRTC, by the Parties and by industry working groups. Other terms used but not defined herein will have the meanings ascribed to them in the *Telecommunications Act* and applicable decisions, orders and regulations of the CRTC.
3. Services shall be provided in accordance with this Schedule.

Confidential Information

4. Information exchanged between LECs for the ordering of local network interconnection services and/or unbundled network elements shall be deemed confidential and treated in accordance with the terms outlined in Schedule A to the Master Agreement for Interconnection between Local Exchange Carriers, as executed between the Parties, and other applicable service contracts/agreements for unbundled network elements.

Ordering and Provisioning Parity

5. The provisioning LEC shall provide the ordering LEC with the same level of ordering and provisioning support as the provisioning LEC provides itself in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that the provisioning LEC uses and/or which are required by CRTC directives. These standards shall apply to the quality of the technology, equipment, facilities, processes and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as the LECs may deploy) that the provisioning LEC provides to the ordering LEC under this Agreement.

Point of Contact

6. Each LEC shall:
 - a) provide and maintain appropriate levels of adequately trained personnel to prepare and process Access Service Requests¹ ("ASRs") and Local Service Requests ("LSRs") to meet commitment intervals.
 - b) provide a list of personnel authorized to make inquiries on behalf of the LEC and act as the point of contact on all matters involving the ordering of local interconnection services or unbundled network elements.

Order Format and Guidelines

7.
 - a) Standard ASR and LSR forms will be used by LECs to request provisioning of local network interconnection services and unbundled network elements from other LECs.
 - b) Detailed ASR and LSR form preparation guidelines, including a summary of procedures and exhibits, will be documented in the C-LOG reflecting Canadian standards for the ordering of local network interconnection services and unbundled network elements in the Canadian environment.
 - c) The most current versions of the ASR and LSR as incorporated into the C-LOG will be used on an ongoing basis. Changes to documentation or

¹ The industry has also approved the use of an Abbreviated Access Service Request ("AASR") as a substitute for the multiple forms that comprise the ASR. The terms ASR and AASR are meant to be synonymous throughout this Schedule.

standards in the C-LOG will be developed by the Business Process Working Group ("BPWG") of the CRTC Interconnection Steering Committee ("CISC"), or its successor.

Contact with Customers²

8. Each LEC at all times shall be the primary contact and account control for all interactions with its customers relating to the specific services it provides to the customers. LEC customers include active LEC customers as well as those for whom service orders are pending.
9. All LECs shall ensure that any of their personnel who may receive customer inquiries, or otherwise have opportunity for customer contact: (a) provide appropriate referrals to customers who inquire about another LEC's services or products; and (b) do not in any way disparage or discriminate against another LEC, or its products or services.
10. LECs shall not use any customer-specific information disclosed through the ordering process by another LEC to aid in their marketing or sales efforts.

Expedite and Escalation Procedures

11. LECs agree to make an expedite and escalation process available to all LECs in their operating territory.

SERVICE ORDER PROCESS REQUIREMENTS

Fulfillment Process

12. Each request for provisioning of local network interconnection and/or unbundled network elements will contain administrative, bill, contact, and customer information, as defined in the C-LOG.

Service Migrations and New Customer Additions

13. All activities required to migrate a customer between LECs, including the disconnection and reconnection of local loops, shall only occur at a

² For the purpose of this Schedule, "customer" shall be defined as follows:

- Where the LEC's access service is sold to a CRTC-registered reseller who, in turn, resells the LEC's access service to another party, the "customer" shall be defined to be the reseller.
- In all other cases, the "customer" shall be defined to be the ultimate user of telecommunications services sold on a retail basis.

mutually agreed upon date and time. For service provided through unbundled network elements, the LECs shall recognize each other as an agent for the customer in coordinating the disconnection of services provided by another Party.

14. For migrations requiring coordinated cut-over activities, the LECs will agree on a scheduled migration time.
15. The LECs will notify each other when the disconnection and reconnection of an unbundled loop associated with a ported number is complete.
16. Total service interruptions shall not exceed the service interval as specified in the C-LOG.

Desired Due Date / Confirmed Due Date

17. The ordering LEC shall specify the desired due date on each request for provisioning, as described in the C-LOG. The provisioning LEC shall not complete an order which affects service on other than the confirmed due date unless authorized by the ordering LEC prior to the confirmed due date. If the provisioning LEC completes the order prior to the confirmed due date due to operational efficiencies, the effective date for billing will be the confirmed due date.
18. Any special or preferred scheduling options available, internally or externally to a LEC for ordering and provisioning of services shall also be available to all LECs.

Premise Inspections and Installations

19. The ordering LEC shall perform or arrange for the performance, under contract, of all needs assessments, including equipment and installation requirements, at the demarcation point.

Order Confirmation

20. The provisioning LEC shall provide an order confirmation to the ordering LEC for each LEC order, within the time period specified in the C-LOG. The order confirmation shall contain an enumeration of the ordering LEC's ordered local network interconnection and unbundled network elements on a per line and/or per trunk basis as defined in the C-LOG.
21. In a revised order confirmation, the provisioning LEC shall provide complete order detail on a per line and/or per trunk basis for all services specified on the previous confirmation. This order confirmation will include the revised local interconnection facilities and/or unbundled network elements, as well as the order detail that has not been revised from the prior order confirmation.

Order Rejections

22. If any portion of a service order, as submitted by the ordering LEC, is not correct for technical reasons or due to missing information, the provisioning LEC shall make all reasonable attempts to clarify and correct the order. The provisioning LEC shall make all reasonable attempts to complete any portion of the work that can be completed, while awaiting correction of error(s) by the ordering LEC. Any changes to an order must be confirmed in writing by the ordering LEC.
23. If for any reason an order cannot be completed, the provisioning LEC shall, in its reject notification, specifically describe all the known reasons for which the order cannot be fulfilled.

Service Order Changes

24. Prior to the commencement of any additional work that would result in additional charges, approval must be obtained from the ordering LEC.

Order Completion Notification

25. Order completion notification shall be provided in accordance with the Installation, Testing and Maintenance Guidelines for Unbundled Loops, as defined by the CISC Network Operations Working Group, or its successor.

Service Intervals

- 26. The LECs shall adhere to the applicable service intervals set out in the C-LOG.

SCHEDULE E

Billing Procedures

Scope

1. This Schedule, as it may be modified from time to time, with the approval of the CRTC, by the Parties and by industry working groups, constitutes an integral part of the Master Agreement for Interconnection between Local Exchange Carriers and, where specifically so designated, of other service contracts/agreements for unbundled network elements. It outlines the billing arrangements between and among Local Exchange Carriers (LECs) associated with the provision of local network interconnection and unbundled network elements, including those required to support Local Number Portability.
2. This Schedule specifies the rights and obligations of each LEC with respect to the billing of local network interconnection and unbundled network elements. Certain terms used in this Schedule shall have the meanings defined in the Glossary section of the Canadian Local Ordering Guidelines (C-LOG), or as otherwise elsewhere defined throughout this Schedule, as it may be modified from time to time, with the approval of the CRTC, by the Parties and by industry working groups. Other terms used but not defined herein will have the meanings ascribed to them in the *Telecommunications Act* and applicable decisions, orders and regulations of the CRTC.
3. LECs shall record and bill in accordance with this Schedule those charges associated with local network interconnection and unbundled network elements, hereinafter "Connectivity Charges".
4. LECs shall format each bill for local network interconnection charges in accordance with the Carrier Access Billing System - Billing Output Specifications ("CABS BOS") or Small Exchange Carrier Access Billing ("SECAB") standard.
5. Billing for the use of unbundled local loops shall be in accordance with the provisioning LEC's billing practices.
6. LECs shall bill other LECs for each local network interconnection and unbundled network element supplied pursuant to the Master Agreement for Interconnection between Local Exchange Carriers, and other applicable service contracts/agreements.
7. Except as otherwise specifically provided in this Schedule, or in any other applicable agreement, each LEC shall be responsible for billing its own customer.

Billing Output

8.

- a) LECs will follow established industry guidelines for the billing of local network interconnection services as recommended by the Ordering and Billing Forum ("OBF"). Guidelines for the production of interconnection billing outputs are maintained by the Alliance for Telecommunications Industry Solutions ("ATIS") and Telcordia Technologies and are documented in the following guidelines:

Telcordia Technologies: Carrier Access Billing System (CABS) - Billing Output Specifications (BOS):

<u>Document Number</u>	<u>Title</u>
SR-1868	Volume 1 - Paper Bill and CSR
SR-1869	Volume 1A - Codes and Phrases
SR-1871	Volume 2 - Service Exhibits
SR-1872	Volume 3 - Billing Data Tape
SR-1873	Volume 3A - Billing Data Tape Edits
SR-1874	Volume 4 - Data Elements

ATIS:

<u>Document Number</u>	<u>Title</u>
ATIS/OBF-SECAB-006	Small Exchange Carrier Access Billing (SECAB) Guidelines

- b) LECs will follow the CABS BOS or SECAB guidelines in conjunction with a list of differences maintained by each LEC in accordance with OBF procedures. The list of differences will reflect variances between generic industry specifications and accepted billing standards for the Canadian environment.

In particular, information contained in CABS BOS and SECAB that is applicable only in the U.S. environment (e.g. state identification and state summaries, percent state usage, etc.) will not be contained in the bill.

Bill Content and Format

- 9. The provisioning LEC will produce one copy of the monthly bill for local network interconnection and one copy of the monthly bill for unbundled network elements in the agreed-upon medium and format. The minimum

content is identified in the Billing section of the C-LOG.

10. If either LEC requests an additional copy (or copies) of a bill, such LEC shall pay the other LEC a reasonable fee, per additional bill copy, or as otherwise specified in the tariff, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this agreement.
11. Whether an ordering LEC chooses to receive an electronic or paper bill for local interconnection services, the content and format of the bill will follow CABS BOS or SECAB guidelines except as noted in the list of differences.

Customer Service Record

12. The provisioning LEC will produce and issue a Customer Service Record ("CSR") for interconnection services, the content and format of which will follow CABS BOS or SECAB guidelines, except as noted in the list of differences. The CSR will note the circuit ID, will identify the facilities and equipment used, and will be issued with the monthly bill whether or not there have been changes resulting from service order activity.
13. The CSRs will be transmitted in the same medium as and with the bill, as mutually agreed to by both LECs. Additional copies of the CSR will be made available at a reasonable cost or as otherwise specified in the billing LEC's tariff.
14. The provisioning LEC will produce and issue a CSR for unbundled network elements, the content of which is identified in the Billing section of the C-LOG.

Account Structure

15. The lowest level of account structure for interconnection services will be at the end-office level.
16. The account structure for local loops will be defined through bilateral agreements between LECs.

Changes to Billing Format

17. Any changes to billing systems that affect or alter any outputs for interconnection services and/or unbundled network elements will be detailed sixty (60) days prior to receiving test data. The test data will be

supplied by the LEC initiating the change thirty (30) days in advance of billing system changes.

Retention Periods

18. Bill and CSR outputs will be retained by the bill originator for a period of twelve (12) months from the date of the bill.

Payment of Connectivity Charges

19. Subject to the terms of the Master Agreement for Interconnection between Local Exchange Carriers, and any other applicable tariffs, service contracts, and agreements for unbundled network elements, each LEC shall pay amounts due to other LECs by the bill due date. If the payment due date is a Saturday, Sunday or has been designated a statutory holiday in the operating province of the provisioning LEC, payment shall be due the business day prior to the due date or as specifically covered in the billing LEC's Terms of Service.
20. Bill amounts which are not in dispute are due and payable by the bill due date.
21. Late payment charges will apply to any amounts that are past due, provided they are not in dispute. Where not specifically covered in the Terms of Service, amounts that are not in dispute and not paid when due will accrue interest charges at the Bank of Canada prime rate plus two percent (2%) per annum, to be calculated monthly until the overdue amount is paid.
22. A LEC shall be responsible for payment of previously unbilled or underbilled charges if: (a) in the case of a recurring charge, it is correctly billed within a period of one year from the date it was incurred; (b) in the case of a non-recurring charge, it is correctly billed within a period of 150 days from the date it was incurred. LECs shall not charge interest on the amount of the correction.
23. If a LEC receives multiple invoices which are payable on the same date, such LEC may remit one payment, with the appropriate supporting documentation indicating against which invoices specific amounts are to be applied, for the sum of all amounts payable to the other LEC.
24. Each LEC shall provide the other LEC with a contact person for the handling of payment questions or problems.

Bill Disputes/Reconciliation

25. Each LEC agrees to notify the other LEC upon the discovery of a billing discrepancy. In the event of such discrepancy, the LECs shall endeavour to resolve the discrepancy prior to the next bill date using normal business procedures. If the discrepancy is disputed, a "Notice of Billing Dispute" shall be sent by the disputing LEC pursuant to the Billing section of the C-LOG. In the event that a Notice of Billing Dispute is sent, it is the intent of the Parties to have resolution occur at the first level of management before the next bill date, resulting in a settlement of the dispute within that specific billing period.
26. Failure to provide such notice by the next bill date shall not preclude a LEC from subsequently challenging billed charges within a one-year period.
27. Bill amounts for which a Notice of Billing Dispute has been filed are not due for payment until the claim has been fully resolved between the LECs.
28. If either Party considers that progress is not being made in resolving a billing dispute, the following procedure may be initiated:
 - a) If the dispute is not resolved within ten (10) working days of the receipt of the Notice of Billing Dispute, the dispute shall be escalated to the second level of management for resolution.
 - b) If the dispute is not resolved within twenty (20) working days of the Notice of Billing Dispute, the dispute shall be escalated to the third level of management for resolution.
 - c) If the dispute is not resolved through good faith negotiations within thirty (30) working days of the Notice of Billing Dispute, the dispute resolution procedures as described in Section 31 of the Master Agreement for Interconnection between Local Exchange Carriers may be invoked by either Party.
29. If a LEC correctly disputes Connectivity Charges, the LEC whose Connectivity Charge is disputed shall credit the Connectivity Bill of the disputing LEC for the amount of the disputed charges.
30. If a LEC incorrectly disputes Connectivity Charges, the disputing LEC shall be liable for the disputed charges and any applicable late payment charges.

SCHEDULE F

Network Operations Guidelines

The Network Operations Guidelines are listed here for reference only, and are not a formal or integral component of the MALI. The guidelines, at this time, include the following documents:

1. Installation, Testing and Maintenance Guidelines for Local Trunk Interconnection;
2. Network Management Guidelines;
3. Installation, Testing and Maintenance Guidelines for Unbundled Loops;
4. Installation, Testing and Maintenance Guidelines for LNP; and
5. Installation, Testing and Maintenance Guidelines for Joint Build Facilities.

SCHEDULE G

Data Interchange

Definitions

1. For the purposes of this Schedule, the terms below shall be defined as follows:

"Data Interface" means a business function or system for which the LECs have identified a need to exchange data.

"Data Interchange Option" means a method of exchanging data between LECs to meet the requirements of a Data Interface.

"Canadian Data Interchange Guidelines" or **"CDIG"** means the document published by the CRTC Interconnection Steering Committee ("CISC") to identify industry specifications and recommendations for Data Interfaces and Data Interchange Options.

"Acceptable Data Interchange Option" means a Data Interchange Option recommended in the CDIG for a particular Data Interface.

Scope

2. This Schedule constitutes an integral part of the Master Agreement for Interconnection between Local Exchange Carriers ("LECs").
3. This Schedule outlines the arrangements between LECs for the selection of Data Interfaces and Data Interchange Options as defined in the CDIG and required to support local network interconnection and the leasing of unbundled network elements, including local number portability. This Schedule specifies the rights and obligations of each party with respect to the selection of Data Interfaces and Data Interchange Options.
4. Data Interfaces and Data Interchange Options shall be chosen in accordance with this Schedule.

Confidential Information

5. Information exchanged between LECs to enable the selection of Data Interfaces and Data Interchange Options shall be deemed confidential and treated in accordance with the terms outlined in Schedule A to the Master Agreement for Interconnection between LECs.

Point of Contact

6. Each LEC shall:
 - (a) Provide and maintain appropriate levels of adequately trained personnel to provide ongoing support for, and rectify all service issues related directly or indirectly to, the Data Interfaces and Data Interchange Options; and
 - (b) Provide and maintain a list of personnel authorized to make inquiries on behalf of the LEC and act as the point of contact on all matters involving Data Interfaces and Data Interchange Options.

Selection of Data Interfaces and Data Interchange Options

7. Subject to Section 10, the LECs shall provide Data Interfaces to each other for transferring and receiving information and executing transactions for business functions related to local network interconnection and the leasing of unbundled network elements in accordance with the guidelines set out in the CDIG by the Business Process Working Group ("BPWG") of the CISC. The CDIG shall be maintained by the BPWG or such other agency as may be designated by the Commission from time to time.
8. The LECs shall generally choose an Acceptable Data Interchange Option that, at a minimum, supports the inter-carrier service intervals, performance standards and other business requirements established from time to time by the CISC or between LECs. In no case shall LECs require each other to implement a Data Interchange Option that is not one of the Acceptable Data Interchange Options, except through mutual agreement between the LECs.
9. The LECs agree that, where a Data Interchange Option has been implemented that is demonstrably insufficient to satisfy the above stated requirements, the affected LEC may request that the existing Data Interchange Option be upgraded or replaced by another Acceptable Data Interchange Option defined in the CDIG in order to meet the defined requirements.

10. The LECs agree that where a Data Interface specified in the CDIG does not have a unique Acceptable Data Interchange Option, or where the LECs decide to establish a Data Interface that has not yet been specified in the CDIG, or where the LECs decide to establish a Data Interchange Option that has not yet been designated as acceptable in the CDIG, the LECs shall determine an appropriate Data Interchange Option through mutual agreement or shall refer the matter for determination to the BPWG, or its successor.
11. The LECs will implement Data Interfaces and Data Interchange Options in accordance with the guidelines contained in the CDIG. Implementation timelines shall be established by mutual agreement between the LECs in accordance with any applicable timeframes established by the BPWG, or its successor, and decisions, orders, and regulations of the CRTC.

SCHEDULE H

Customer Transfer Procedures

PART I

- A. Process Maps** - The Parties agree to follow the Customer Migration Process maps developed and revised from time to time by the Business Process Working Group of the CRTC Interconnection Steering Committee ("CISC"), or its successor. Deviation from these processes is permitted only to the extent set out in the Customer Migration Process document. The Customer Migration Process maps and accompanying narrative can be obtained from the CRTC.

PART II - AUTHORIZATION AND DISPUTE PROCEDURES FOR CUSTOMER TRANSFERS BETWEEN LSPs

Section A - Definitions

For the purposes of this Schedule, the terms below shall be defined as follows:

"Local Service Provider" or "LSP" is a Local Exchange Carrier ("LEC") or a reseller of LEC local services which has registered with the CRTC.

"Dispute" is a disagreement between two LSPs over the validity of an End-Customer's local service transfer authorization, and is triggered by an End-Customer's complaint that their LSP has been changed without their consent.

"Dispute Arbitrator" is the person or body responsible for resolving customer transfer disputes. This would be a person or body appointed by industry and/or government to handle Disputes on an ongoing basis.

"Disputed LSP" is the LSP against whom the End-Customer complaint is directed. If the Disputed LSP was acquired by another LSP subsequent to the date of the disputed customer transfer, the acquiring LSP assumes responsibility as the Disputed LSP.

"Disputed LEC" is a LEC which is a Disputed LSP or whose local services are being resold by a Disputed LSP.

"Disputed Transfer Report" means the report described as such in paragraph 18 of this Schedule.



“End-Customer” means the ultimate user of local telephone services sold on a retail basis, and,

- (a) in the case of a multi-person household, is the person within that household responsible for changes to local telephone services. This is the person named on the existing LSP’s customer account, or his or her agent, such as an authorized adult member of the household. An agent must have authority from the End-Customer to act on the End-Customer’s behalf; and
- (b) in the case of a business customer, is the business entity. The business may designate any individual to act as its representative, and may change its named representative at any time.

“IXC” is an inter-exchange carrier.

“PIC” is a primary inter-exchange carrier.

“Previous LSP” is the LSP from whom the End-Customer was transferred as a result of actions taken by the Disputed LSP.

“Previous LEC” is a LEC which is a Previous LSP or whose local services are being resold by a Previous LSP.

Section B - Authorization

The following applies in all situations where the new LSP changes the End-Customer’s existing local telephone service, regardless of which party (End-Customer or LSP) initiates contact:

1. With the exception of changes resulting from the transfer of a customer base between LSPs due to a merger or acquisition, the new LSP must obtain authorization from the End-Customer to act on the End-Customer’s behalf prior to making any change to that End-Customer’s existing local telephone service.^{1 2}
2. In the case of customer transfers between LSPs due to a merger, acquisition or other commercial transaction, the acquiring LSP must send a notification to each affected End-Customer, within ninety (90) calendar days of the transfer date, that includes, among other information, details of the impact, if any, on the End-Customer’s local telephone service, including any new provisions in, or changes

¹ Such authorization may be obtained for the sole purpose of local and/or long distance service transfers, or may be obtained in the context of a broader agency relationship between the new LSP and the End-Customer.

² This is an appropriate stage at which to obtain End-Customer consent for such matters as disclosure of customer information to third parties, as desired or as required by law.



to the rates, billing frequency, contract terms or other conditions of local telephone service. Further, where the acquiring LSP makes any material change in the rates, terms or conditions of the acquired End-Customers' local telephone service prior to the end of the ninety (90) calendar day period, the End-Customers must be notified, at least thirty (30) calendar days prior to the effective date of any such change, of:

- (a) The local telephone service plan that will be provided to the End-Customer by the acquiring LSP.
- (b) A no-charge telephone number that the End-Customer may use to obtain information about the acquiring LSP's alternative local telephone service plans.
- (c) An indication that competitive alternatives may exist.

If the acquiring LSP is unable to comply with the above notification requirements, it must file an alternative plan with the CRTC as soon as possible and provide the CRTC with acceptable justification to support any deviation from these procedures.

3. Authorization for the purposes of changing Local Service Providers does not include authorization to change any aspect of the associated long distance service. Proper authorization procedures, as set out in the relevant LEC-IXC PIC processing agreement, must be followed to change the long-distance service. Such authorization may be obtained at the same time as authorization to change the local service, but the End-Customer must be clearly informed, at the time of initial authorization and during subsequent order confirmation (if required), that he or she is authorizing a change of both IXC and LSP.
4. Where the transfer is likely to result in a noticeable disruption in the End-Customer's local and/or long distance service, the LSP must inform the End-Customer of this fact.

Section C - Order Confirmation

5. If, in order to provide service to an End-Customer, a new LSP terminates service³ being provided to the End-Customer by another LSP, order confirmation is required whenever:
 - (a) The new LSP initiates contact with the End-Customer,⁴ or

³ Termination of service, in this context, means either a completed order to port or to cancel the existing service, or a physical change that, in the case of wireline or fixed wireless service, results in loss of access to dialtone from the existing LSP on all jacks in the customer premises.

⁴ Proof of End-Customer authorization will be requested whenever the End-Customer local transfer dispute process is invoked (see Part D), regardless of which party (LSP or End-Customer) initiated the original contact. An LSP may therefore choose to obtain End-Customer order confirmation for all customer transfers, even where it did not initiate contact with the End-Customer.



- (b) Pursuant to Telecom Decision CRTC 2002-42, the End-Customer's account with the existing LSP is selected for password protection, and a password is missing or invalid on the new LSP's customer transfer request to the existing LSP.
- 6. Where order confirmation is required under paragraph 5, it must be obtained by the new LSP prior to terminating the End-Customer's existing service.
- 7. Order confirmation must be obtained from the End-Customer through one of the following methods (see paragraph 9 for details):
 - (a) Written Order Confirmation;
 - (b) Oral Order Confirmation, verified by an independent third party;
 - (c) Electronic Order Confirmation, through the use of a toll-free number;
 - (d) Electronic Order Confirmation, via the Internet.
- 8. The End-Customer order confirmation must represent a clear statement regarding the End-Customer's choice of LSP and must include an explanation of what occurs when there is a change in LSP selection. The order confirmation must include the following information:
 - (a) New LSP name;
 - (b) End-Customer's billing name and address, and for business customers, name of the authorized representative;
 - (c) All working telephone numbers and services to be migrated to the new LSP;
 - (d) Date of End-Customer order confirmation;
 - (e) End-Customer's signature, third party attestation of End-Customer order confirmation, or order confirmation obtained through electronic means, as referenced in paragraph 9(a)-(d).

In the event of a Dispute, the End-Customer order confirmation must be produced and must provide the information set out above.

- 9. The following terms and conditions apply to End-Customer order confirmation:
 - (a) Written Order Confirmation

The End-Customer's signature on a document which clearly states that the End-Customer's local service will be transferred to the new LSP constitutes confirmation of the service order.

Written order confirmation forms must be severable and distinguishable from contest entry forms, questionnaires, cheques, or other promotional material. A signature authorizing a cheque, or a signature on a contest entry form or other promotional material, cannot also serve as authorization to transfer between local service providers.



(b) Oral order confirmation verified by an independent third party

The independent third party shall be a bonded and independent party operating in a location physically separate from the LSP or its agents. The LSP and its agents shall have no ownership interest in the independent third party nor shall the independent third party perform any telemarketing, direct mail or other sales solicitation functions for the LSP or any affiliates of the LSP. Compensation of the independent third party shall not be based on the number or percentage of sales confirmed.

In the course of contact with the End-Customer, representatives of the LSP are permitted to transfer the End-Customer directly to the independent third party in order to complete the order confirmation.

In the performance of order confirmation functions, the independent third party must confirm that they are speaking to the End-Customer, and must confirm the information set out in paragraph 8(a)-(d) with that person.

If an End-Customer order confirmation obtained via an independent third party is required to be produced, it must be transcribed into an appropriate written format containing the information set out in paragraph 8(a)-(e), accompanied by certification by the new LSP that the transcribed record is an accurate representation of the End-Customer order confirmation. The certification must also include the name of the independent third party organization, the name of the individual within the organization who contacted the End-Customer and the date that the independent third party contacted the End-Customer.

(c) Electronic order confirmation through the use of a toll-free number

The LSP must provide toll-free access to the End-Customer for the purpose of accessing an electronic order confirmation system.

In the course of contact with the End-Customer, representatives of the LSP are permitted to transfer the End-Customer directly to the electronic order confirmation system in order to complete the order confirmation.

If the End-Customer is not accessing the electronic order confirmation system from the telephone access line which is to be transferred to the new LSP, then the electronic order confirmation system must include further security measures to verify End-Customer identity, before the confirmation is processed.

Calls to the toll-free number will connect the End-Customer to an interactive voice response (IVR) unit (or a touch tone pad input device or a similar device), which will record the following information: automatic recording of the working telephone number to be subscribed to the new LSP (or evidence

of further security measures as required to verify End-Customer identity), date and time, and confirmation of that End-Customer's choice of LSP. The electronic order confirmation system must require the End-Customer to take some action (e.g., pressing a key on their dial pad) to positively confirm the service order.

If an End-Customer order confirmation obtained by this means is required to be produced, it must be transcribed into an appropriate written format containing the information set out in 8(a)-(e), accompanied by a certification from the new LSP that the transcribed record is an accurate representation of the End-Customer order confirmation.

(d) Electronic Order Confirmation via the Internet

LSPs must use at least one of the following methods of security to ensure privacy and authenticity of information sent between the LSP and End-Customer:

- (i) A secure link between the LSP and the End-Customer;
- (ii) A key server, to allow a party to encrypt messages that only a key holder can decrypt;
- (iii) A unique password between the LSP and the End-Customer.

The LSP may use another form of "off-line" or "on-line" identification (e.g., toll-free number or customer password sent to the billing address) in order to further verify the authenticity of the End-Customer and to confirm the End-Customer's request.

The Internet order confirmation process must confirm the information set out in paragraph 8(a)-(d) and must require that the person making the request confirm that they are the End-Customer.

The LSP must appropriately notify its customers of the potential for risk in doing business over the Internet, so that End-Customers are aware of the need for safeguards on both ends to ensure confidentiality and security.

If an End-Customer order confirmation obtained by this means is required to be produced, it must be transcribed into an appropriate written format containing the information set out in 8(a)-(e), accompanied by a certification from the new LSP that the transcribed record is an accurate representation of the End-Customer order confirmation.

Section D - Dispute Resolution

The Dispute Resolution process has been established to enforce proper authorization of local service changes and to provide a means of arbitrating

complaints between LSPs over improper authorization and associated costs. This process is not intended to determine who should be the End-Customer's local service provider - the choice of LSP always rests with the End-Customer.

10. Each LEC shall enter into an agreement, known as the "Customer Transfer Dispute Arbitration Agreement", with all other LECs and the Dispute Arbitrator, for the purpose of resolving customer transfer disputes in an efficient and effective manner.
11. Each LEC, as a condition of providing services to resellers of the LEC's local services, shall require such resellers, through an agreement or other means:
 - (a) to provide the consumer safeguards described in CISC consensus report CTRE015a;
 - (b) to permit End-Customers to retain and port their telephone numbers as described in CISC consensus report CTRE006b;
 - (c) to comply with the industry process for customer migration involving resale, as modified from time to time, including the non-disclosure of confidential information.
12. The Parties agree to abide by the decisions of the Dispute Arbitrator in respect of customer transfers, where such decisions are rendered in accordance with the duties and powers of the Dispute Arbitrator pursuant to the Customer Transfer Dispute Arbitration Agreement.
13. Subject to Telecom Order CRTC 99-379 regarding resellers of LEC local service and equal access obligations, where the End-Customer contacts an LSP to complain about an unauthorized transfer of the End-Customer's long-distance service ("PIC change dispute"), the LSP must determine whether the PIC change dispute occurred coincident with a change in Local Service Provider (which may also be in dispute).
 - (a) If a change in Local Service Provider did not occur, the LSP must advise the End-Customer to contact the End-Customer's previous IXC to have long-distance service restored.
 - (b) If a change in Local Service Provider has occurred, but the change is not in dispute:
 - The End-Customer's current LSP must resolve the PIC change dispute where the current PIC is a result of an LSP-initiated PIC process.
 - The LSP must advise the End-Customer to contact the End-Customer's previous IXC where the current PIC is the result of an IXC-initiated PIC request.
 - (c) If a change in Local Service Provider is also in dispute, the LSP should proceed with the steps set out in paragraphs 14 through 23, inclusive, below.

14. Where the End-Customer contacts the Disputed LSP, the Disputed LSP must advise the End-Customer to contact the Previous LSP in order to initiate the Dispute and to have their service restored with the Previous LSP (and IXC, if appropriate).
15. The Previous LSP must obtain a positive response from the End-Customer to the following questions prior to initiating a Dispute and/or reinstating the End-Customer:
 - (a) "Do you believe that you were switched between local telecommunications service providers without your permission ?"
 - (b) "Are you reasonably certain that neither you nor any other authorized adult member (authorized employee) of your household (business) requested the change ?"
 - (c) "Do you understand that your local telephone services will be restored with [Previous LSP] ?"

The Previous LSP must also advise the End-Customer of the options available from the Previous LSP for the restoration of the End-Customer's long-distance service (PIC). Once a PIC option has been selected by the End-Customer, the Previous LSP must obtain a positive response to the following question:

- (d) "Do you understand that your long-distance service will be restored with [PIC option] ?"

If these questions are answered in the affirmative, the Previous LSP shall coordinate restoration of the End-Customer's local and long-distance service in compliance with the requirements set out in Section B. The Previous LSP's local service transfer order shall indicate that this is a return transfer, necessitated by an allegedly unauthorized transfer to the Disputed LSP.

16. Where either the Disputed LSP or the Previous LSP is a reseller of a LEC's local service, the data exchange and dispute resolution will be performed by the LEC. The LSP that is a reseller must promptly provide dispute information, End-Customer order confirmation, and local service transfer orders, as applicable, to the LEC to enable the LEC to meet the timelines set out in this Schedule.
17. In the event of a Dispute, the Disputed LEC shall cooperate with the Previous LEC to coordinate restoration of the End-Customer's service with minimal disruption. In particular, the Disputed LEC shall not prematurely terminate service to the End-Customer. The two LECs will co-operate to restore the End-Customer's service on a priority basis using applicable processes.
18. Upon restoration of the End-Customer's previous service, the Previous LEC shall submit a Disputed Transfer Report to the Disputed LEC in the format of Attachment #1 to this Schedule. All details associated with the End-Customer's

claim, including all working telephone numbers in dispute, should be compiled on a single Disputed Transfer Report. The Disputed Transfer Report shall include:

- End-Customer name and telephone number(s),
- name of company representative who recorded the End-Customer's complaint,
- date and time that the End-Customer's complaint was recorded,
- attestation that the End-Customer provided affirmative responses to the questions set out in paragraph 15(a)-(d), and
- the costs associated with returning the End-Customer to their choice of service provider. The Previous LEC must make reasonable efforts to ensure that its cost claims are accurate.

19. Upon receipt of the Disputed Transfer Report from the Previous LEC, the Disputed LEC shall have 5 business days to pre-empt the initiation of the dispute resolution process by the Previous LEC. The Previous LEC may not initiate the dispute resolution process in paragraph 22 until the completion of this 5-day period. During the 5-day period, the Disputed LEC may:

- (a) Waive its rights to delay the dispute resolution process and proceed immediately to arbitration by initiating the resolution of the dispute through the Dispute Arbitrator in paragraph 23;
- (b) Elect to take no action and await the possible initiation of the arbitration process by the Previous LEC;
- (c) Settle the Dispute with the Previous LEC by returning a signed copy of the Disputed Transfer Report to the Previous LEC. The Disputed LEC shall be liable to the Previous LEC for the itemized costs and neither LEC may initiate the dispute resolution process. The Previous LEC shall report any such settled dispute to the Dispute Arbitrator within one calendar month of its occurrence.
- (d) Settle the Dispute with the Previous LEC on any mutually agreeable terms by jointly signing a copy of the Disputed Transfer Report. Where the Disputed LEC pays compensation to the Previous LEC, the Previous LEC shall report any such settled dispute to the Dispute Arbitrator within one calendar month of its occurrence.

20. Either LEC involved has the option of invoking a dispute resolution process as outlined below, except where prohibited in paragraph 19.⁵

⁵ The Previous LEC may wish to do so in order to recoup costs from the Disputed LEC for restoring the End-Customer's local service. The Disputed LEC may wish to do so in order to challenge the validity of the Disputed Transfer Report received from the Previous LEC. In either case, the dispute process should not be invoked merely to determine who should be the End-Customer's local carrier

21. Disputes arising directly and solely from the transfer of a customer base between LSPs due to a merger or acquisition do not constitute valid disputes.

22. Initiation of Dispute Resolution Process by Previous LEC

In order to invoke the dispute resolution process, the Previous LEC must provide the Dispute Arbitrator with:

- name of the Disputed LSP;
- name of the Disputed LEC, if different than the Disputed LSP;
- copy of the Disputed Transfer Report; and
- date that the Disputed Transfer Report was submitted to the Disputed LEC.

Upon receiving the information set out above, the Dispute Arbitrator shall request that the Disputed LEC provide a valid End-Customer order confirmation, along with the date that the disputed transfer was completed. This information must be provided to the Dispute Arbitrator within 15 business days of the request.

The Dispute Arbitrator will resolve the dispute in accordance with the rules set out in paragraph 24.

23. Initiation of Dispute Resolution Process by Disputed LEC

In order for the Disputed LEC to invoke the dispute resolution process, the Disputed LEC must provide the Dispute Arbitrator with the following, within 15 business days of receiving the Disputed Transfer Report provided pursuant to paragraph 18:

- name of Previous LSP;
- name of the Previous LEC, if different than the Previous LSP;
- name of the End-Customer;
- End-Customer's telephone number;
- date of the disputed transfer;
- date that the Disputed Transfer Report was received from the Previous LEC; and
- valid End-Customer order confirmation.

Upon receiving the information set out above, the Dispute Arbitrator shall request that the Previous LEC provide, within 5 business days, a copy of the Disputed Transfer Report.

If the Previous LEC fails to provide a valid Disputed Transfer Report to the Dispute Arbitrator within the 5-day interval, the dispute will be ruled invalid. If the Previous LEC provides the Dispute Arbitrator with a valid Disputed Transfer Report within the 5-day interval, the Dispute Arbitrator will resolve the dispute in accordance with the procedures set out in paragraph 24.

24. Dispute Resolution Process

- (a) The Dispute Arbitrator shall determine the elapsed interval between the date that the disputed End-Customer transfer was completed, and the date that the Previous LEC submitted a corresponding Disputed Transfer Report to the Disputed LEC.

If the elapsed interval exceeds 90 calendar days, the dispute shall be considered invalid, and the Dispute Arbitrator shall so advise the Previous LEC.

If the elapsed interval is 90 calendar days or less, the Dispute Arbitrator shall accept the dispute, and shall assess whether or not the customer transfer in question was properly authorized.

- (b) Where the dispute is valid under paragraph 24(a), the Dispute Arbitrator shall apply the following rules:
- (i) If the Disputed LEC provides the Dispute Arbitrator with a valid End-Customer order confirmation within 15 business days of the Dispute Arbitrator's request (where dispute resolution is initiated by the Previous LEC), or within 15 business days of the receipt of the Disputed Transfer Report (where dispute resolution is initiated by the Disputed LEC), the Disputed LSP shall be deemed to have performed an authorized End-Customer transfer.⁶
 - (ii) If no End-Customer order confirmation is received within 15 business days, the Disputed LSP shall be deemed to have performed an unauthorized customer transfer.
 - (iii) If the End-Customer order confirmation is received within 15 business days, but the Dispute Arbitrator determines that the End-Customer order confirmation provided by the Disputed LEC does not meet the requirements for a valid End-Customer order confirmation, the Disputed LSP shall be deemed to have performed an unauthorized customer transfer.

25. The Dispute Arbitrator shall notify the two LECs involved of the outcome of the dispute resolution process within 25 business days of the initiation of the dispute.

26. Where the Dispute Arbitrator has deemed an unauthorized customer transfer to have occurred, the Disputed LEC will pay to the Previous LEC the transfer costs identified in the Disputed Transfer Report.

⁶ However, consistent with the End-Customer's response to the question set out in paragraph 15(c), the reinstated LSP selection shall remain in effect.

- 27. No LSP shall file a negative credit report with any consumer reporting agency regarding a customer bill resulting from a disputed customer transfer, unless and until the Dispute Arbitrator has ruled that the disputed customer transfer was properly authorized.

- 28. If a particular LSP is repeatedly generating disputed customer transfers, any other LSP may ask the offending LSP to take corrective action, and may refer the problem to the CRTC for resolution. An offending LSP may be required to undertake additional authorization measures in order to enable the processing of that LSP's customer transfer orders by other LSPs. The additional authorization measures may include a requirement that the offending LSP provide written proof of End-Customer order confirmation in order for its End-Customer transfer orders to be accepted.

- 29. These procedures may be revised from time to time by the Business Process Working Group of CISC, or its successor, subject to CRTC approval.

DTR#: _____

ATTACHMENT #1

DISPUTED TRANSFER REPORT

Disputed LSP: _____

Disputed LEC: _____

(if Disputed LSP is a Reseller)

End-Customer Name: _____

End-Customer Telephone Number(s): _____

Previous LSP: _____

Previous LEC: _____

(if Previous LSP is a Reseller)

Name of [Previous LSP] Representative who recorded End-Customer's complaint: _____

Date and Time that End-Customer's Complaint was recorded: _____

PON# of LSR to Restore End-Customer Service: _____

I hereby attest that the End-Customer identified above has provided affirmative responses to the following questions:

- (a) Do you believe that you were switched between local telecommunications service providers without your permission ?
- (b) Are you reasonably certain that neither you nor any other authorized adult member (authorized employee) of your household (business) requested the change ?
- (c) Do you understand that your local telephone service will be restored with [Previous LSP] ?
- (d) Do you understand that your long-distance service will be restored with [PIC option] ?

Name of Authorized Company Representative: _____

Signature: _____

Date: _____

DISPUTED TRANSFER REPORT (Continued)

Dispute-Related Service Restoration Fee

Base Rate		Number of Working Telephone Numbers (WTNs)		Rate Per WTN		Total Fee
\$ 300	+		x	\$ 75	=	\$ _____

Comments

DISPUTED TRANSFER REPORT (Continued)

Settlement Options

- (a) I hereby agree to settle this customer transfer dispute and to pay the amount identified above to the Previous LEC.

Name of Authorized Company Representative: _____

Signature: _____ Date: _____

- (b) We hereby agree to settle this customer transfer in accordance with the following mutually agreeable terms:

Terms: _____

Name of Authorized Representatives:

Disputed LEC: _____

Signature: _____

Date: _____

Previous LEC: _____

Signature: _____

Date: _____