



February 28, 2005

Mr. Leonard Katz
Executive Director
Telecommunications
Canadian Radio-television and
Telecommunications Commission
Ottawa ON K1A 0N2

SECRETARIAT
IM / TELECOM

8340-F21-200502519

MAR 04 2005

AG 0988/00

GI / TELECOM
SECRETARIAT

Dear Mr. Katz:

Re: Wireless Access Services Agreement

Attached for the Commission's approval pursuant to Section 29 of the *Telecommunications Act* is a copy of an executed Wireless Access Services agreement between Fido Solutions Inc. (formerly Microcell Solutions Inc.) and Rogers Wireless Inc..

Fido Solutions Inc. respectfully requests that the Commission grant approval for this agreement by March 30, 2005.

Yours sincerely,

CRTC AM10:31 04MAR'05

Alain Rhéaume
Executive Vice President, and President Fido Services

514 937-2121
514 937-2554

Telephone
Fax

Suite 4000
Montréal, Québec
H5A 1K3 Canada

Fido Solutions Inc.
800 de La Gauchetière Street West



De/From: Simon-Pierre Olivier
Director, Regulatory Affairs
FIDO Solutions Inc.
Cell.: 514-994-0211

À/To: Leonard Katz

Date: March 1st, 2005

Objet/Subject: Wireless Access Services Agreement

Good day,

Copy for your files.

Simon-Pierre

WIRELESS ACCESS SERVICES AGREEMENT

THIS AGREEMENT made as of this 7th day of November, 2004.

BETWEEN:

ROGERS WIRELESS INC.

("Rogers")

- and -

MICROCELL SOLUTIONS INC.

("Microcell")

WHEREAS Rogers operates a telecommunications network as a wireless service provider ("WSP") and is authorized to provide cellular and other wireless telephone services in accordance with the terms and conditions specified by the Canadian Radio-television and Telecommunications Commission (the "CRTC") and in accordance with certain licenses issued by Industry Canada;

AND WHEREAS Microcell operates a telecommunications network as a competitive local exchange carrier ("CLEC") in accordance with the terms and conditions specified by the CRTC;

AND WHEREAS the parties have agreed to interconnect the Rogers WSP network with the Microcell CLEC network for the purpose of the inter-exchange of communications;

NOW THEREFORE in consideration of the premises and mutual covenants hereafter contained, Rogers and Microcell hereby agree as follows:

1. INTERPRETATION

1.1 Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and will not affect the Agreement's interpretation.

1.2 Extended Meanings

In this Agreement words importing the singular number only include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, joint ventures, unincorporated organizations and corporations. The term "including" means "including without limitation".

1.3 Schedules

The following are the schedules attached to and incorporated into this Agreement by reference and deemed to be a part hereof:

Schedule "A" - Tariff

Schedule "B" - Charges

2. PROVISION OF SERVICES

2.1. Wireless Access Service

Microcell agrees to provide to Rogers, upon request from time-to-time and in accordance with procedures agreed upon between the parties, wireless access service to establish the interconnection of the Rogers WSP network and the Microcell CLEC network (the "Services"). The Services will be provided in accordance with the rates, terms and conditions specified in Part D of Microcell's General Tariff, attached hereto as Schedule "A", and such other provisions of Microcell's General Tariff (CRTC 21300) as may apply (collectively, the "Microcell Tariff").

2.2. Record of Services

Microcell will prepare and deliver to Rogers at the end of each month in which Services are added or cancelled an updated current services statement, in a form to be agreed to between Microcell and Rogers, that identifies the Services that are then being provided by Microcell to Rogers (the "Services Statement"). Rogers agrees to review each Services Statement following receipt and to notify Microcell of any errors or omissions in the Services Statement that are apparent to Rogers. The Parties acknowledge that the purpose of the Services Statement is to facilitate the management of the Services and of this Agreement. No error or omission in the Services Statement, or failure by Rogers to note an error or omission in the Services Statement, will affect the Services provided under this Agreement and all charges and other provisions of this Agreement will apply to the Services that are actually provided.

2.3. Forecasts

Rogers will provide to Microcell for planning purposes, during the Term, forecasts of the Services it will require from Microcell under this Agreement (the "Forecasts"). The Forecasts will be provided by Rogers to Microcell in such format as Microcell may reasonably request. The Forecasts will not be considered by either Party to constitute orders for Services, but are intended solely to permit the Parties to anticipate orders for Services that may be made in

accordance with this Agreement. For greater certainty, the Forecasts provided by Rogers to Microcell will be treated as Confidential Information for the purposes of this Agreement.

3. USE OF CODES AND TELEPHONE NUMBERS

3.1 Use of CO Codes

The use of Central Office (NXX) codes and telephone numbers by Rogers will conform with the applicable technical and interconnection conventions of the North American Numbering Plan, with applicable industry approved guidelines and with the applicable directives, orders, regulations or decisions of the CRTC or other appropriate lawful authority.

3.2 Assignment of Telephone Number

Within the NXX codes assigned to Rogers, the assignment and use of telephone numbers by Rogers will be the responsibility of Rogers, subject to any necessary co-ordination with Microcell, for the mutually efficient operation of the Microcell network and the Rogers network.

3.3 Provision of Service Only

With respect to NXX codes and telephone numbers provided to Rogers by Microcell, Rogers acknowledges and agrees that Rogers and any customers of Rogers will not acquire any property rights in telephone numbers assigned to such customers by Rogers. Rogers will not convey or attempt to convey through any means or representations whatsoever any property rights in such telephone numbers to its customers.

3.4 Right to Acquire NXX Codes

Nothing in this Agreement prevents Rogers from acquiring its own NXX codes or telephone numbers from the appropriate numbering administrator or any other person having access to such codes or numbers and administering these codes or numbers.

4. NETWORK AND FACILITIES CHANGES

4.1 Compatibility of Services

Microcell does not make any representations to Rogers or to Rogers' customers that the Services, or associated facilities and equipment supplied by Microcell, are or will remain compatible for use in connection with the services, facilities and equipment of Rogers or Rogers's customers.

4.2 Network Changes

Notwithstanding any provision in this Agreement, Microcell reserves the right to change, in whole or in part, the design, architecture, function, operation or layout of the Services, or associated facilities and equipment as Microcell, in its sole discretion, considers necessary. Microcell will not be responsible to Rogers or the customers of Rogers for services, or associated

facilities and equipment, belonging to or used by Rogers or its customers, which cease in whole or in part to be compatible with the Services, or associated facilities and equipment because of changes to the Services, or associated facilities and equipment.

4.3 Changes to Boundaries and Local Calling Areas

Notwithstanding any provision in this Agreement, Microcell will have the right to modify its exchange boundaries and local calling area boundaries from time to time in accordance with the applicable provisions of the Tariff and CRTC directives.

4.4 Notice

Microcell agrees to provide advance written notice to Rogers of any changes to the Services, associated facilities and equipment, exchange boundaries and local calling area boundaries that may affect the Services in accordance with the applicable provisions of the Tariff and CRTC directives.

5. PAYMENT

5.1 Charges

Rogers agrees to pay the charges for the Services set out in Schedule "B" to this Agreement. In the case of monthly charges, the charges will be based on the Services actually being provided to Rogers as of the first day of each month during the Term. All charges are due and payable within forty-five (45) days of the receipt of an invoice therefor. Outstanding amounts will bear interest at the rate contemplated in the Microcell Tariff until paid in full.

5.2 Taxes

All payments made by Rogers under this Agreement will be accompanied by payment of all applicable goods, services or sales taxes in respect thereof which Microcell is required to collect from Rogers by taxation authorities, and subject to the terms of the Microcell Tariff.

5.3 Responsibility for Toll Charges

Rogers acknowledges and agrees that it is the customer of record for all toll service charges in regard to the NXX codes and telephone numbers assigned to Rogers by Microcell. In addition, Rogers acknowledges and agrees that when it is assigned less than an entire NXX code that it is also the customer of record for all toll service charges. In each of these instances, Rogers agrees to pay Microcell all related charges for toll service charges at the lowest rate that Microcell offers such services to its customers.

6. STANDARDS COMPLIANCE

6.1 Interconnection Standards

The interconnection of the Rogers network with the Microcell network, and the provision of the Services, will be in accordance with the terms and conditions set out in the Tariff, and any applicable industry standards and guidelines, as well as applicable directives, orders, regulations and decisions of the CRTC, Industry Canada or other lawful authority having jurisdiction with respect to the subject matter of this Agreement as established and existing on the date of this Agreement, or as may come into effect during the Term.

6.2 Applicable Laws and Regulations

The Parties will ensure that all of their respective services, and associated facilities and equipment used to provide or use the Services comply at all times with all applicable laws and regulations as established and existing on the date of this Agreement, or as may come into effect during the Term.

6.3 Technical Standards and Guidelines

The Parties will also ensure that all of their respective services, and associated facilities and equipment used to provide or use the Services comply at all times with all applicable technical standards and guidelines established and existing on the date of this Agreement, or as may come into effect during the Term, including all Canadian Standards Association standards and applicable industry standards.

6.4 Operations

The characteristics and methods of operation of any services, facilities or equipment of either Party used to provide or use the Services will not interfere with or impair the operation of the services, facilities or equipment of the other Party, nor will they cause damage to the other Party's services, facilities, equipment or 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 other Party's network.

7. TESTING AND TROUBLE REPORTING

7.1 Responding to Trouble Reports

Microcell will only respond to trouble reports from Rogers or Rogers' duly authorized representatives after Rogers has first determined the trouble does not originate in Rogers network. Rogers will instruct its customers to report all cases of trouble to Rogers. Trouble reporting procedures to be used by Rogers in reporting trouble to Microcell will be as specified by Microcell from time to time.

7.2 False Trouble Reports

If a trouble arises that Rogers determines is located within the Microcell network, and that Rogers and Microcell, upon investigation, determine is not located in the Microcell network, a charge may be assessed by Microcell to Rogers based upon the reasonable costs incurred by Microcell and the Tariff and, in such event, Rogers will pay to Microcell such charge.

8. PROVISION OF SERVICE ONLY

Nothing herein will operate to convey to Rogers the ownership or possession of or any interest in the services, facilities or equipment of Microcell.

9. TERM

This Agreement will commence at 12:00 noon on November 7, 2004, (the "Commencement Date") and will be in effect for a period of six (6) years from the Commencement Date (the "Termination Date"), unless terminated earlier in accordance with the provisions of this Agreement (the "Term").

10. TERMINATION

10.1 Termination by Microcell

Microcell may terminate this Agreement upon written notice to Rogers indicating the effective date of termination, and without incurring any liability whatsoever to Rogers, in any of the following circumstances:

- a) upon failure of Rogers to carry out or perform any of the material obligations imposed on it under this Agreement, provided Rogers has been advised in writing of an event of alleged default, and Rogers does not remedy or take reasonable steps to remedy the alleged default within thirty (30) days after receipt of such written notice and complete remedying the alleged default within a reasonable time thereafter; or
- b) where Rogers fails to pay to Microcell charges for the Services or any other amount payable pursuant to this Agreement, other than charges reasonably disputed on the due date shown on the bill for such charges.

10.2 Termination by Rogers

Rogers may terminate this Agreement upon written notice to Microcell indicating the effective date of termination, and without incurring any liability whatsoever to Microcell, in any of the following circumstances:

- a) upon failure of Microcell to carry out or perform any of the material obligations imposed on it under this Agreement, provided Microcell has been advised in

writing of an event of alleged default, and Microcell does not remedy or take reasonable steps to remedy the alleged default within thirty (30) days after receipt of such written notice and complete remedying the alleged default within a reasonable time thereafter; or

- b) if Rogers terminates the Telecommunications Services Agreement between Rogers and Microcell dated as of November 7, 2004 pursuant to Section 9.2(a) or 9.3.

10.3 Mutual Termination

Notwithstanding any other provision of this Agreement, either party will be entitled, at its option, to terminate this Agreement immediately upon written notice to the other party (the "Defaulting Party"):

- a) in the event that the Defaulting Party becomes insolvent or bankrupt, commits an act of insolvency, bankruptcy or any other offense under the *Bankruptcy and Insolvency Act (Canada)* or other applicable statute, makes an assignment for the benefit of creditors, fails to make payment of any of its obligations as they become due, for any reason whatsoever is unable to meet any of its obligations as they generally become due, or is unable to pay all of its obligations, due and accruing due;
- b) in the event a trustee or receiver of the Defaulting Party or any part of the Defaulting Party's assets is appointed by any court or under provision of the *Bankruptcy and Insolvency Act (Canada)* or other applicable statute by or against Rogers and is acquiesced to by the Defaulting Party or results in an adjudication of bankruptcy or receivership of the Defaulting Party by an authority of competent jurisdiction;
- c) in the event that the Defaulting Party takes advantage of legislation of any kind available for the protection of debtors from creditors;
- d) in the event that the Defaulting Party is liquidated, whether voluntarily or involuntarily; or
- e) upon the Defaulting Party ceasing to carry on business in the ordinary course.

10.4 Charges Due and Payable

Without limiting any right of setoff or other remedies that may be applicable in such circumstances, where notice of termination is issued under this Article 10, all charges for services, and associated facilities and equipment provided to Rogers, pursuant to this Agreement will immediately become due and payable.

10.5 Survival of Remedies

Expiration or termination of this Agreement will not relieve Rogers of its obligation to pay any amounts due to Microcell and will not deprive Microcell of any of the rights, remedies or actions that accrue to it up to and including the effective date of expiration or termination.

11. LIMITATION OF LIABILITY

11.1 Microcell Limitation of Liability

Rogers agrees that Microcell's liability to Rogers in connection with the provision of the Services will be subject to the provisions regarding liability in the Microcell Tariff (or such other tariffs of Microcell that have been approved by the CRTC and replace the Microcell Tariff).

11.2 Mutual Limitation of Liability

Without restricting the generality of the foregoing, neither party will be responsible to the other party for direct, indirect, special, incidental or consequential damages or loss in connection with, or arising out of the performance, delayed performance or non-performance of the terms of this Agreement howsoever caused, including, without limiting the generality of the foregoing, any business or economic loss.

11.3 Survival

The provisions of this Article will survive the expiration or termination of this Agreement.

12. INDEMNITY

Each party (the "Indemnifying Party") agrees to indemnify and hold the other party and its Affiliates and its and their respective directors, officers, employees and shareholders (collectively the "Indemnified Persons") harmless against any and all liabilities, claims, damages, costs or expenses (including reasonable legal fees and expenses) directly or indirectly incurred by any Indemnified Person by reason of or arising out of or relating to: (i) any acts, duties and obligations or omissions of the Indemnifying Party or any of its employees, contractors or representatives; or (ii) any breach of any covenant or obligation of the Indemnifying Party herein (each, an "Indemnifiable Act"). The Indemnifying Party will, if requested by the Indemnified Person, assume the defence, at the Indemnifying Party's expense, of any demands, claims, actions, suits or proceedings brought against any Indemnified Person by reason of an Indemnifiable Act. Notwithstanding the foregoing, any Indemnified Person will always have the right to be represented by their own counsel in any such demands, claims, actions, suits or proceedings. No settlement or compromise will be agreed to without the concurrence of the Indemnified Person.

13. CONFIDENTIALITY

13.1 Covenant

Except as required by law, rule, regulation or court order, Microcell and Rogers jointly and severally covenant and agree to keep all Confidential Information in strict confidence. Except as required by law, rule, regulation or court order, each of Microcell and Rogers agrees not to make use of Confidential Information other than for the exercise of rights or the performance of obligations under this Agreement, and not to release, disclose, communicate it or make it available to any person other than employees, advisors and permitted contractors who reasonably need to know the Confidential Information and which employees and permitted contractors are bound to protect the received Confidential Information from unauthorized use or disclosure under the terms of a written agreement. Each party will cause its employees, advisors and permitted contractors to observe and perform his, her or its obligations under any such agreement to the extent that such obligations relate to the protection of any such received Confidential Information and each party will be responsible for all unauthorized disclosure of Confidential Information by any of its employees, advisors or permitted contractors.

13.2 Meaning of "Confidential Information"

For the purposes of this Agreement, "Confidential Information" means any and all information, material, means any and all 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 products, services or business operations of either Party, including the terms and conditions of this Agreement, but Confidential Information will not include information which:

- a) is within the public domain at the date of its disclosure to the Recipient Party or which thereafter enters the public domain otherwise than through the acts or omissions of the Recipient Party, its directors, officers, servants, agents, employees, or representatives or any other person under an obligation to hold same confidential;
- b) is already known to the Recipient Party at the time of its disclosure by the Disclosing Party and is not subject to confidential restrictions;
- c) is developed independently by the Recipient Party or a third party prior to or following the date of its disclosure to the Recipient Party without a breach of this Agreement by the Recipient Party or another agreement of confidentiality to which a third party and the Disclosing Party are signatories;

- d) following its disclosure by the Disclosing Party to the Recipient Party, is received by the Recipient Party without obligation of confidence from a third party who 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 regulatory agency, or rule of law; provided, however, that the Disclosing Party will (i) use its best efforts to limit such disclosure, and (ii) in any event make such disclosure only to the extent so required, having first notified the Disclosing Party of its obligation to make such disclosure;

provided, however, that any combination of the information which comprises part of the Confidential Information will not be deemed to be within the foregoing exclusion merely because individual parts of that information were within the public domain, were already known to the Recipient Party, were developed independently, were so received by the Recipient Party or approved for disclosure, unless the combination itself was in the public domain, was already known to the Recipient Party, was developed independently, was so received by the Recipient Party or was approved for disclosure. Confidential Information will be deemed not to be in the "public domain" by virtue only of it being made public in the course of the Parties resolving a dispute arising out of or in connection with this Agreement.

13.3 Relief for Breach

Each of Microcell and Rogers acknowledges that a breach or threatened breach by it of the provisions of this Article 13 will result in the other party suffering irreparable harm which cannot be calculated or fully or adequately compensated by recovery of damages alone. Accordingly, each of Microcell and Rogers agrees that the other party will be entitled to apply the interim, interlocutory and permanent injunctive relief, specific performance and other equitable remedies, in addition to any other relief to which the other party may become entitled at law or in equity or pursuant to the terms hereunder, to enforce this Article 13.

13.4 Acknowledgements

Each of Microcell and Rogers acknowledges and confirms that all restrictions in this Article 13 are reasonable and valid.

14. REPRESENTATIONS AND WARRANTIES

Each of Microcell and Rogers represents and warrants to the other that:

- a) it is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation;
- b) it has the power, authority and right to enter into and deliver this Agreement; and

- c) this Agreement constitutes a valid and legally binding obligation of such party, enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies are available only in the discretion of the court.

15. MISCELLANEOUS

15.1 Notice

Every notice provided for in this Agreement will be written and directed to the party to whom delivered or given and will be delivered or given at:

- a) if to Rogers, to:

Rogers Wireless Inc.
One Mount Pleasant Road
Toronto, Ontario
M4Y 2Y5

Attention: Chief Technology Officer
Telecopier No.: (416) 935-7501

with a copy to:

333 Bloor Street East, 9th Floor
Toronto, Ontario
M4W 1G9

Attention: Vice-President and Associate General Counsel
Telecopier No.: (416) 935-2574

- b) If to Microcell:

800 de La Gauchetière Street West
Suite 4000
Montreal, Quebec
H5A 1K3

Attention: Vice President and Corporate Controller
Telecopier No.: (514) 846-6959

with a copy to:

800 de La Gauchetière Street West
Suite 4000
Montreal, Quebec
H5A 1K3

Attention: Vice-President, Legal Affairs and Assistant Secretary
Telecopier No.: (514) 846-6959

Each such notice will be:

- i) personally delivered;
- ii) sent by telex, telecopier or other direct written electronic means; or
- iii) sent by registered mail.

Any notice sent by way of the means described in (i) above will be deemed to have been given and received on the business day on which it has been personally delivered provided that if such notice has not been delivered on a business day, then it will be deemed to have been given and received on the next business day thereafter. Any notice sent by way of the means described in (ii) above will be deemed to have been given and received on the date on which it was transmitted provided that if such notice has not been transmitted on a business day or it was not transmitted prior to 5:00 p.m. on the business day that it was transmitted, then it will be deemed to have been given and received on the next business day thereafter. Any notice sent by the means described in (iii) above will be deemed to have been given and received on the third business day following the date upon which it has been mailed. If mail service is or is threatened to be interrupted at any time when a notice is required to have been given hereunder, then such notice will be given by the means described in (i) or (ii) above. Each party may change its address for purposes hereof from time to time by giving written notice of such change to the other party in accordance with this Section 15.1.

15.2 Amendments to Agreement

This Agreement may not be amended or modified except by a written instrument executed by both parties.

15.3 Relationship of the Parties

Each of the parties hereto are independent contractors. Nothing herein will be construed to place the parties in a relationship of partners, franchisor/franchisee, fiduciaries or joint venturers.

15.4 Entire Agreement

This Agreement, including the Schedules hereto, constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, memoranda, correspondence and discussions, whether written or oral, relating to the subject matter hereof, but for greater certainty, does not supersede or affect any release(s) of claim(s) executed by any party hereto in favour of any other party hereto. Except as otherwise specifically set forth in this Agreement, none of the parties makes any condition, representation, warranty, undertaking, promise, inducement or condition, express, implied or collateral, to the others.

15.5 Time of Essence

Time will be of the essence of this Agreement.

15.6 Assignment

Neither Party may assign or transfer this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement to an affiliate, within the meaning of the *Canada Business Corporations Act*, by providing notice in writing to the other Party of such assignment. No such assignment will relieve the assigning Party of its obligations under this Agreement.

15.7 Enurement

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, legal personal representatives, successors and permitted assigns.

15.8 Further Assurances

Each of the parties hereto will provide such further documents or instruments required by the other party as may reasonably be necessary or desirable to give effect to the purpose of this Agreement and to carry out its provisions.

15.9 Waiver

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach, non-observance or by anything done or omitted to be done by another party. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance (whether of the same or any other nature).

15.10 Severability

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. The parties agree to immediately negotiate in good faith a replacement or amendment for any such provision in order to preserve the interests of the parties and to put the party disadvantaged by such invalidity or unenforceability in the same financial position as if no provision hereof were invalid or unenforceable to the extent permitted by law.

15.11 Survival

The provisions of Sections 10.4 and 10.5 and of Articles 11, 12 and 13 will survive the expiry or termination of this Agreement.

15.12 Remedies Cumulative

The right and remedies of the parties hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

15.13 Governing Law

This Agreement will be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of such Province.

15.14 Language

The parties hereto have expressly required that this Agreement and all deeds, documents or notices relating thereto be drafted in the English language. Les parties aux présentes ont expressement exigé que le présent acte et tous autres contrats, documents ou avis qui y sont afférents soient rédigés en langue anglaise.

15.15 Execution in Counterparts

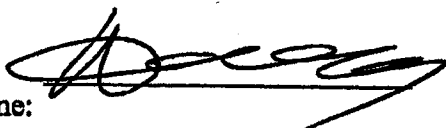
This Agreement may be executed by the parties hereto in separate counterparts each of which when so executed and delivered will be an original but all such counterparts will together constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

ROGERS WIRELESS INC.

MICROCELL SOLUTIONS INC.

By: _____
Name:
Title:

By: 
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE "A"

MICROCELL TARIFF

PART D Interconnection with Wireless Service Providers (WSPs)**ITEM 400. General**

This Part governs the provision of interconnection services associated with interconnection of the facilities and services of the CLEC and those of Telecommunications Providers that are WSPs. A Telecommunications Provider that owns or operates transmission facilities as a WSP and wishes to interconnect with the CLEC must be authorized by Industry Canada to provide public mobile radio service in those areas where interconnection is requested and must also sign an interconnection agreement with the CLEC. Where a WSP provides a competitive interexchange service, the terms, conditions, rates and charges specified in Part C of this Tariff shall apply.

PART D Interconnection with Wireless Service Providers (WSPs)**ITEM 401. Terms and Conditions Applicable to Interconnection with WSPs**

1. The CLEC will provide at least one suitably equipped point of interconnection in each Exchange in which it operates as a CLEC.
2. The provision of interconnection services in this Part is subject to compliance by the WSP with all applicable authorization and equipment certification requirements and all relevant interconnection interface standards established by Industry Canada.
3. The CLEC does not make any representation that access interconnection services shall at all times be available in the quantities requested and at the locations specified by the WSP. The CLEC shall, however, devote its best reasonable efforts to make such interconnection services available on request, in accordance with the provisions of an interconnection agreement between the WSP and the CLEC and taking account of the CLEC's own requirements.
4. When the CLEC agrees to provide interconnection services under this Part at the WSP's premises or at its customers' premises, the WSP will furnish or arrange to furnish to the CLEC, at no charge, adequate equipment space and electrical power.
5. The WSP will also furnish or arrange to furnish to the CLEC, at no charge, any additional facilities or protective apparatus that may be required due to particular hazards at the interconnection locations.
6. Where equipment or facilities are provided by the WSP or its customers, the interface with the CLEC's equipment or facilities shall comply with industry accepted guidelines.
7. **Network Changes**
 1. The CLEC makes no representations that its equipment and facilities are adapted or will remain adapted for use in connection with WSP-provided equipment or facilities.
 2. The CLEC reserves the right to change in whole or in part, the design, function, operation or layout of its equipment or facilities as it considers necessary. The CLEC shall not be responsible to a WSP or its customers for any equipment or facilities which cease to be compatible with the CLEC's equipment or facilities or become inoperative because of such changes to the CLEC's equipment or facilities.

PART D Interconnection with Wireless Service Providers (WSPs)**ITEM 401. Terms and Conditions Applicable to Interconnection with WSPs - continued****7. Network Changes - continued**

3. The CLEC will provide the WSP with advance notice of changes to the CLEC's equipment or facilities that may affect the WSP's interconnection with the CLEC in accordance with applicable CRFC requirements.

8. Network Outages

The CLEC does not guarantee uninterrupted working of its interconnection services, and shall not be liable to the WSP, its customers or to any other person, for any failure or delay in performance of any interconnection service provided pursuant to this Part, to the extent that such failure or delay is attributable to causes or results from events beyond the CLEC's reasonable control. Nothing in this paragraph shall extend the liability of the CLEC as specified in Item 102.10 of the Terms in the event of network outages or service problems.

9. Protection

The characteristics and methods of operation of any circuits, equipment or facilities of the WSP, when connected to the CLEC's circuits, equipment or facilities, shall not:

1. interfere with or impair service over any facilities of the CLEC's or any Telecommunications Providers with which the CLEC interchanges traffic;
 2. cause damage to the CLEC's facilities;
 3. impair the privacy of any communication carried over the CLEC's equipment or facilities; or
 4. create hazards to the CLEC's employees or to the public.
10. If such characteristics or methods of operation are not in accordance with Item 401.9, the CLEC will, where practicable, notify the WSP that temporary discontinuance of the use of any equipment or facilities may be required. When prior notice is not practicable, nothing contained within the Tariff shall be deemed to preclude the CLEC from temporarily discontinuing forthwith the availability to the WSP of any equipment or facility if such action is reasonable under the circumstances. In cases of such discontinuance, the WSP will be promptly notified and afforded the opportunity to correct the condition which caused the temporary discontinuance.

PART D Interconnection with Wireless Service Providers (WSPs)

ITEM 401. Terms and Conditions Applicable to Interconnection with WSPs - continued

11. During any period of temporary discontinuance of service caused by a trouble or condition arising in the WSP's operations, equipment or facilities, no refund for interruption of service, as set forth in the CLEC's Terms (Item 102), shall be made.
12. The WSP shall be responsible for all charges due in respect of equipment, facilities and interconnection services provided by the CLEC pursuant to this Part. The WSP shall be the sole point of contact with the CLEC in respect of the equipment, facilities or services provided, including for the purpose of making trouble reports.

PART D Interconnection with Wireless Service Providers (WSPs)

ITEM 402. Trunk-side Access

1. "Trunk-side access" refers to an arrangement using interconnection facilities to enable the interchange of traffic between the CLBC and the WSP using CCS7 signalling.
2. Trunk-side access is provided through digital circuits. The facilities used to provide digital circuits may be provided by the CLBC or a Telecommunications Provider.
3. Service Charges

The order processing service charge specified below applies for each DS-0 Set, where "DS-0 Set" means a group of DS-0s, not limited to the same DS-1, that are connected at the same POI and ordered at the same time. The activation or change service charge specified below applies for each DS-0 activated or changed.

Trunk-Side Access Service Charges		
Territory	Order Processing, each DS-0 Set (\$)	Activation or change, each DS-0 (\$)
Alberta	145.62	22.16
British Columbia	175.46	19.35
Manitoba	121.06	16.05
New Brunswick	116.69	17.24
Newfoundland	147.38	23.64
Nova Scotia	113.89	20.79
Ontario/Quebec	180.72	21.80
Prince Edward Island	115.80	21.75
Saskatchewan	177.22	23.47

PART D. Interconnection with Wireless Service Providers (WSPs)

ITEM 402. Trunk-side Access - continued

4. Access Charge

The trunk-side monthly access charge specified below provides for the common equipment and facilities required to terminate WSP-originated traffic in the CLEC's local calling area associated with the POI, including transiting to other LECs and WSPs operating in the local calling area associated with the POI. It also provides for the common equipment and facilities required to route to the WSP's NCCs associated with the exchange in which the POI is located. The charge applies for each activated DS-0 and varies according to the total number of activated DS-0s between the WSP switch and the CLEC's POI.

Trunk-Side Access Monthly Charge (per DS-0) (\$)					
Territory	Up to 24 DS-0s	Up to 48 DS-0s	Up to 72 DS-0s	Up to 96 DS-0s	Over 96 DS-0s
Alberta	18.38	22.22	31.55	33.50	34.42
British Columbia	21.32	33.32	37.15	39.04	40.05
Manitoba	15.45	24.30	26.93	28.29	29.03
New Brunswick	15.45	21.14	23.43	24.60	25.26
Newfoundland	13.27	21.76	24.08	25.35	25.97
New Scotia	21.54	33.33	37.50	39.43	40.44
Ontario/Quebec	13.29	20.88	23.16	24.53	24.96
Prince Edward Island	12.11	19.03	21.10	22.20	22.77
Saskatchewan	22.33	35.04	38.27	40.34	41.59

PART D Interconnection with Wireless Service Providers (WSPs)

ITEM 402. Trunk-side Access - continued

5. CCS7 Interconnection

1. CCS7 signalling service may be provided by the CLEC to a WSP for the purpose of call set-up and take-down. The service provides a port connection on the CLEC's designated gateway STPs for each DS-0 channel linking the CLEC's STPs to the WSP's STPs.
2. The DS-0 channel facility linking the CLEC's STPs to the WSP's STPs may be provided by the CLEC or by any Telecommunications Provider.
3. The monthly rate specified below applies for each STP port connection used to establish a DS-0 channel linking a WSP's STP to the CLEC's STP. WSPs are required to connect in multiples of 4 DS-0 channels.

STP, Each Port Connection	
Territory	Monthly Rate (\$)
Alberta	1,515.18
British Columbia	1,133.18
Ontario/Quebec	1,310.37

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4. The administration charge specified below applies to the engineering, planning and testing activities associated with the WSP's initial request to develop and implement CCS7 network interconnection arrangements. The activities include engineering, operations and translations work required to provision initial CCS7 interconnection between the WSP's STPs and the CLEC's gateway STPs.

Administration Charge	
Territory	Rate (\$)
Alberta	63,163.50
British Columbia	55,463.52
Ontario/Quebec	60,372.17

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PART D Interconnection with Wireless Service Providers (WSPs)

ITEM 402. Trunk-side Access - continued

6. Directory Listing

The CLEC will arrange to have a telephone number assigned to a WSP listed in a LEC's directory in accordance with Item 202 upon request by a WSP on behalf of its end-customer. Any charges levied on the CLEC by the LEC providing the directory will be payable by the WSP to the CLEC.

PART D Interconnection with Wireless Service Providers (WSPs)

ITEM 403. Line-side Access

1. "Line-side access" refers to an interconnection arrangement using facilities over which PSTN dial tone is delivered to enable the interchange of traffic between the CLEC and the WSP.
2. Line-side access is provided through analogue or derived digital DS-0 circuits. The facilities used to provide line-side circuits may be provided by the CLEC or a Telecommunications Provider.

3. Service Charge

The service charge specified below applies for each order to activate any quantity of line-side circuits at one POI at the same time.

Territory	For request to activate interconnecting circuits, per location (\$)
Alberta	200.71
British Columbia	117.55
Manitoba	231.60
New Brunswick	N/A
Newfoundland	N/A
New Scotia	231.60
Ontario/Quebec	231.60
Prince Edward Island	231.60
Saskatchewan	117.55

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4. Monthly Charges

1. Link Charge

The monthly link charge specified below applies to each DS-1 terminated at the CLEC's POI. Answer supervision and MF signalling are included.

PART D Interconnection with Wireless Service Providers (WSPs)

ITEM 403. Line-side Access - continued

4. Monthly Charges - continued

1. Link Charge - continued

Link charge per DS-1	
Territory	Monthly Charge (\$)
Alberta	14.09
British Columbia	9.34
Manitoba	9.57
New Brunswick	N/A
Newfoundland	11.85
New Scotia	11.71
Ontario/Quebec	11.14
Prince Edward Island	11.71
Saskatchewan	14.09

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2. Access Charge

The monthly charge specified below applies in addition to link charges, and provides for additional common equipment and facilities required to process a call within the CLEC's local calling area associated with the POL. Charges are applied for each DS-0 circuit and vary according to the total number of DS-0s in use between the WSP switch and the CLEC's POL.

Monthly Charge per DS-0 (\$)								
Territory	Up to 12 DS-0s	Up to 24 DS-0s	Up to 36 DS-0s	Up to 48 DS-0s	Up to 60 DS-0s	Up to 72 DS-0s	Up to 84 DS-0s	More than 84 DS-0s
Alberta	4.39	7.28	9.87	9.87	10.97	10.97	10.97	12.06
British Columbia	4.39	7.28	9.87	9.87	10.97	10.97	10.97	12.06
Manitoba	2.72	4.91	5.74	6.23	6.53	6.75	6.93	7.06
New Brunswick	2.72	4.91	5.74	6.23	6.53	6.75	6.93	7.06
Newfoundland	2.72	4.91	5.74	6.23	6.53	6.75	6.93	7.06
New Scotia	2.72	4.91	5.74	6.23	6.53	6.75	6.93	7.06
Ontario/Quebec	2.72	4.92	5.74	6.23	6.53	6.75	6.93	7.06
Prince Edward Island	2.72	4.91	5.74	6.23	6.53	6.75	6.93	7.06
Saskatchewan	4.39	7.28	9.87	9.87	10.97	10.97	10.97	12.06

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Issue Date: August 19, 2004

Effective Date: June 1, 2004

Telecom Order CRTC 2004-319

PART D Interconnection with Wireless Service Providers (WSPs)**ITEM 403. Line-side Access - continued****5. Telephone Numbers**

1. The charges specified below apply if a WSP requests telephone number ranges in connection with line-side access. The CLBC provides 7-digit telephone numbers with outpulsing either as a dedicated group of 10,000 consecutive numbers (an entire NXX) or individually from a non-dedicated NXX. Numbers may be activated immediately or reserved for activation at a later date. An entire NXX may be reserved where forecasts warrant. Telephone numbers will be reserved for a minimum of one month, and remain reserved until placed in service or released at the request of the WSP.
2. The WSP is responsible for all charges levied in respect of all calls associated with any telephone number assigned and activated on behalf of that WSP.
3. The CLBC does not provide a directory listing in respect of telephone numbers reserved or activated on behalf of a WSP. The CLBC will arrange to have a telephone number assigned to a WSP listed in a LEC's directory in accordance with Item 202 upon request by a WSP on behalf of its end-customer. Any charges levied on the CLBC by the LEC providing the directory will be payable by the WSP to the CLBC.

PART D Interconnection with Wireless Service Providers (WSPs)

ITEM 403. Line-side Access - continued

6. Charges for Activated Telephone Numbers

The service charge specified below applies for each request to place any quantity of telephone numbers in service at one POI at the same time. In addition, the monthly charge specified below applies for each telephone number activated.

Territory	Service charge, per request (\$)	Monthly charge, per telephone number (\$)
Alberta	117.23	0.1231
British Columbia	142.12	0.1229
Manitoba	110.54	0.0565
New Brunswick	N/A	0.0565
Newfoundland	61.42	0.0565
Nova Scotia	110.54	0.0565
Ontario/Quebec	110.54	0.0565
Prince Edward Island	26.76	0.0565
Saskatchewan	77.20	0.1229

7. Charges for Reserved Telephone Numbers

The service charge specified below applies for each request to reserve any quantity of telephone numbers at one POI at the same time. In addition, the monthly charge specified below applies for each telephone number reserved but not in service.

Territory	Service charge, per request (\$)	Monthly charge, per telephone number (\$)
Alberta	117.23	0.0352
British Columbia	-	0.0352
Manitoba	85.97	0.0146
New Brunswick	N/A	0.0146
Newfoundland	54.58	0.0146
Nova Scotia	85.98	0.0146
Ontario/Quebec	85.97	0.0146
Prince Edward Island	26.76	0.0146
Saskatchewan	77.20	0.0352

PART D Interconnection with Wireless Service Providers (WSPs)

ITEM 403. Line-side Access - continued

8. 100 and 1000 Block Routing

"Block routing" refers to an arrangement whereby the CLEC will verify that an incoming call is destined to a telephone number activated on behalf of a WSP, then route the call to the WSP's switch on a trunk-side basis, enabling the exchange of CCS7 signalling information. The WSP may request block routing on the basis of blocks of 100 or 1000 numbers. In each territory where interconnection occur, the service charge per block, the monthly charge per block, and/or a monthly charge per number will apply as set out below.

100 and 1000 Block Routing			
Territory	Service charge, per block (\$)	Monthly charge, per block (\$)	Monthly charge, per number (\$)
Alberta	117.83	-	0.0352
British Columbia	99.59	-	0.0352
Manitoba	40.25	-	0.0146
New Brunswick	See Note*	-	0.0146
Newfoundland	81.72	N/A	0.0146
New Scotia	179.40	18.24	0.0146
Ontario/Quebec	188.53	18.25	0.0146
Prince Edward Island	N/A	N/A	N/A
Saskatchewan	307.04	17.99	-

Note: For New Brunswick, a service charge of \$74.36 applies per block of 1000 numbers

PART D Interconnection with Wireless Service Providers (WSPs)

ITEM 403 Line-side Access - continued

9. Transfer of Entire NXX

On request, the CLBC will transfer an entire NXX being used by a WSP for line-side access to use in connection with trunk-side access. The following service charge applies to recover costs associated with the transfer of the NXX from the CLBC's switch to the WSP's switch.

Territory	Service charge, per transfer (\$)
Alberta	N/A
British Columbia	2374.37
Manitoba	N/A
New Brunswick	N/A
Newfoundland	N/A
Nova Scotia	N/A
Ontario/Quebec	2585.24
Prince Edward Island	N/A
Saskatchewan	1593.12

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SCHEDULE "B"

CHARGES

1. Charges

Charges for the Services will be the charges set out in the Microcell Tariff (i.e. Part D of Microcell's *General Tariff CRTC 21300*, attached as Schedule "A"), as may be amended, replaced or superseded from time to time during the Term.

2. Forbearance

If the CRTC forbears from regulating the rates applicable to the Services during the Term, then the charges that will apply will be the lower of:

- a) the lowest rate charged by Microcell for the Services; or
- b) the lowest rate charged by the Incumbent Local Exchange Carrier in the territory in which Rogers obtains the Services from Microcell.