

COPY

**INTERCONNECTION AGREEMENT FOR THE PROVISION OF 9-1-1 SERVICE TO A
COMPETITIVE LOCAL EXCHANGE CARRIER**

THIS AGREEMENT dated and made effective this 7th day of February, 2005

BETWEEN:

MTS ALLSTREAM INC.

a corporation duly subsisting under the laws of Canada,
having its registered office at PO Box 6666,
MP19A – 19th Floor, 333 Main Street, Winnipeg, Manitoba R3C 3V6
(hereinafter referred to as the "Company")

– and –

SHAW TELECOM INC.

a corporation duly subsisting under the laws of Alberta,
having its registered office at Suite 900, 630 – 3rd Ave. S.W.
Calgary, Alberta T2P 4L4
(hereinafter referred to as the "CLEC")

(The Company and the CLEC collectively referred to as the "parties" and each individually as a "party".)

WHEREAS the Company possesses a network capable of providing the 9-1-1 Service in accordance with this Agreement;

AND WHEREAS the CLEC desires to interconnect to the Company's 9-1-1 Service;

AND WHEREAS this Agreement contains the terms and conditions governing the relationship between the Company and the CLEC with respect to interconnection by the CLEC with the Company's 9-1-1 Service;

NOW THEREFORE, in consideration of the premises and mutual promises contained herein the parties hereto agree as follows:

1. DEFINITION OF TERMS

1.1 In this Agreement, including the recitals, unless the context otherwise specifies:

"9-1-1 Management System" means a system of manual procedures and computer processes used to create, store and update the data required to provide the 9-1-1 Service.

ELECTRONIC VERSION
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AG 1012/00
VERSION ÉLECTRONIQUE

"9-1-1 Service" means the Company's province-wide 9-1-1 emergency telephone service as further defined in Schedule B as amended from time to time.

"9-1-1 Serving Area" means the geographic area, as determined by the Local Emergency Administration from which 9-1-1 calls will be directed to a particular PSAP.

"9-1-1 Tariff (CLEC)" means item 105 of the Company's Supplementary Tariff - Access Services for Interconnection with Carriers and Other Service Providers (CRTC 24006), as amended from time to time, and item 485 of the Company's General Tariff (CRTC 24001), as amended from time to time.

"Agreement" means this agreement and the attached Schedules A and B, and shall include any written amendments to this agreement (other than the Schedules) which have been signed by duly authorized representatives of the parties.

"Business Day" means a day, other than a Saturday or Sunday, on which the principal commercial bank of the Company is open for business during normal banking hours.

"Confidential Information" means all data and information whether in written, machine readable or other tangible form, or disclosed orally, that is of value to the disclosing party, is not generally known to competitors of the disclosing party, and which is communicated to another party in contemplation of this Agreement. Confidential Information shall include, but not be limited to, information relative to the disclosing party's customers, services, facilities, current or proposed business plans, roll-out plans, financial information relating thereto, telephone calling pattern information, prices, trade secrets, know-how, formulae, processes, data, network configuration and rights-of-way, drawings, proprietary information, customer lists, Implementation Support Document, and any other non-public information which concerns the business and operations of the disclosing party.

"Customer Name and Address Information" or "CNAI" shall include, but not limited to, the name, service address and Working Telephone Number of an End-Customer including, for greater certainty, non-published and published listings.

"CRTC" means the Canadian Radio-television and Telecommunications Commission or successor agencies.

"Effective Date" means the date specified on the first page of this Agreement.

"Emergency Services" means police, fire and ambulance services and any other emergency public services accessible through the 9-1-1 Service from time to time.

"End-Customer" means the ultimate user of local telecommunications services provided on a retail basis by the CLEC or the Company, but shall not include any user of local telecommunications services when such services are provided by a reseller, as more particularly defined in item 105 of the Company's Supplementary Tariff - Access Services for Interconnection with Carriers and Other Service Providers (CRTC 24006), as amended from time to time.

"Implementation Support Document" means the documentation provided by the Company to the CLEC to assist the CLEC in the interconnection of the CLEC's network

with the Company's 9-1-1 Service as such documentation may be amended from time to time by the Company at its sole discretion.

"Local Emergency Administration" means a municipal or provincial government or other governmental authority having local jurisdiction over one or more 9-1-1 Serving Areas.

"Network Access Service" or "NAS" means the access service provided by the CLEC to its End-Customers and that is capable of supporting an individual call and capable of accessing 9-1-1 Service.

"Person" means a natural person, corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business trust, business association or other legally recognized business association including governmental and public institutions.

"Public Safety Answering Point" or "PSAP" means an answering location for 9-1-1 calls originating in a 9-1-1 Serving Area staffed by employees of service agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

"Selective Router" means a switch that routes 9-1-1 calls to the appropriate PSAP.

"Tariff" means the tariffs of the Company, which include the terms of service and general regulations, as approved by the CRTC from time to time to the extent required under applicable law.

"Trunk or Trunking" means a DS-0 time slot or channel between the trunk side of the CLEC's switch and the Company's Selective Router.

"Working Telephone Number" means a telephone number in service provided by the CLEC to its End-Customer which can be routed by the 9-1-1 Service for termination at a PSAP.

Other words and expressions are defined in the context in which they appear and shall have the meaning indicated thereunder.

2. TERM

- 2.1 The term of this Agreement shall commence on the Effective Date and subject to the provisions of this Agreement shall continue for two (2) years (the "Term"). This Agreement shall be renewed automatically for successive one (1) year periods (each of which is a "Renewal Term") unless terminated pursuant to Section 3.

3. TERMINATION

- 3.1 Subject to Subsection 3.6, this Agreement may be terminated by either party at any time by giving written notice to the other party at least six (6) months in advance of the effective date of such termination.

- 3.2** Either party (the "Non-Defaulting Party") may terminate this Agreement in any of the following circumstances:
- (a)** Forthwith, upon the failure of the other party (the "Defaulting Party") to perform any of the material obligations imposed on it under this Agreement or to comply with any provision of the 9-1-1 Tariff (CLEC) (a "Default"), provided the Defaulting Party has been advised of the Default in writing and has not remedied or taken reasonable steps to remedy the Default within sixty (60) days after receipt of such notice.
 - (b)** If the other party (the "Insolvent Party") becomes insolvent or if insolvency or bankruptcy proceedings are initiated against such party or if the Insolvent Party transfers or makes an assignment of its property in favour of its creditors or the property of the Insolvent Party is placed under receivership or sequestration or is subject to liquidation or if the Insolvent Party ceases to carry on business in the ordinary course, the Non-Defaulting Party may terminate this Agreement upon thirty (30) days prior written notice to the Insolvent Party, which notice shall specify the effective date of termination.
- 3.3** Notwithstanding anything to the contrary in this Agreement, or in the 9-1-1 Tariff (CLEC), the Company may terminate the services contemplated in this Agreement without incurring any liability or obligations whatsoever to the CLEC, or to any Persons, upon termination of contractual arrangements regarding the provision of 9-1-1 Service between the Company and the Local Emergency Administration. In the event of such termination, the Company shall provide the CLEC with reasonable notification.
- 3.4** In the case of termination under this Section 3, except under subsection 3.3, any amounts due to the Company for services, facilities and equipment provided pursuant to this Agreement or the 9-1-1 Tariff (CLEC) to the CLEC shall immediately become due and payable.
- 3.5** The expiration or termination of this Agreement shall not relieve the CLEC of its obligation to pay any amounts due to the Company and shall not deprive the Company of any of the rights, remedies or actions that may accrue to it up to and including the effective date of expiration or termination.
- 3.6** The CLEC acknowledges that early termination of this Agreement would result in significant damage to the Company. For this reason, in the event this Agreement is terminated prior to the end of the Term or a Renewal Term as a result of a Default of the CLEC or in the event the CLEC terminates this Agreement pursuant to Section 3.1 above, the CLEC shall pay to the Company in a single payment, an amount equal to one hundred percent (100%) of the payments that would have become due and payable from the effective date of termination to the end of the Term or the Renewal Term, as the case may be, based on the averaged monthly charges payable by the CLEC to the Company for the services provided to the CLEC pursuant to this Agreement during the six (6) months immediately preceding the issuance of the notice of termination. Such payment shall immediately become due and payable by the CLEC upon the date of issuance of the notice of termination.

4. OBLIGATIONS AND COVENANTS OF THE PARTIES

- 4.1 The Company and the CLEC each represents and warrants to the other that:
- (a) it is duly authorized to enter into and perform this Agreement;
 - (b) this Agreement has been duly executed and delivered by it;
 - (c) the entering into, and performance by it, of this Agreement does not and will not violate any law, regulation or other enactment or rule binding upon it, nor any contract by which it or any or its assets is bound; and
 - (d) this Agreement constitutes its legal, valid and binding obligations, enforceable in accordance with their respective terms.
- 4.2 The Company and the CLEC each agree to perform their respective obligations set forth in the attached Schedules A and B hereto, as the same may be amended or supplemented from time to time in accordance with this Agreement.
- 4.3 Subject to the terms and conditions of this Agreement, and each applicable 9-1-1 Tariff (CLEC), the Company shall:
- (a) provide the CLEC with access to the 9-1-1 Service at rates, terms and conditions specified in the 9-1-1 Tariff (CLEC);
 - (b) provide such additional services in connection with the 9-1-1 Service as are specified in Schedule A;
 - (c) provide interface to the 9-1-1 Management System for the initial loading and updating of the CLEC's CNAI, in the manner determined by the Company;
 - (d) provide interface to the 9-1-1 Management System in the manner determined by the Company in accordance with the Implementation Support Document;
 - (e) provide, upon execution of this Agreement, the Implementation Support Document to the CLEC;
 - (f) provide the CLEC with reports detailing CNAI data entry failures and other non-processed CNAI data entries in such form and medium and through such delivery arrangements as determined by the Company;
 - (g) where the 9-1-1 Service is not provided, to cooperate, to a commercially reasonable extent, with the CLEC and the Local Emergency Administrations responsible for Emergency Services where regional arrangements are provided, in developing appropriate arrangements for access to the 9-1-1 Service for CLEC End-Customers within such regional arrangements; and
 - (h) at the request of the CLEC, provide to the CLEC a list of Local Emergency Administrations in which 9-1-1 Service is available to End-Customers, which list will be in such form as determined by the Company from time to time.

4.4 In addition to its other obligations set forth in this Agreement and the Schedules, the CLEC shall:

- (a) provide the necessary Trunking to route originating 9-1-1 calls from the CLEC's network to the Company's Selective Router(s) as more particularly described in Schedule A;
- (b) obtain and provide at its sole cost and expense, all necessary facilities required to interface with the 9-1-1 Management System;
- (c) be responsible for all CNAI data relating to its End-Customers, including the accuracy and completeness of such data; it being understood and agreed by the CLEC that the Local Emergency Administrations shall deal directly with the CLEC concerning such CNAI data and the CLEC shall cooperate with and provide all required CNAI data to each Local Emergency Administration;
- (d) attend, in a timely manner, to the entry of CNAI data into the 9-1-1 Management System, updating and error correction to such data;
- (e) construct, equip, maintain and operate its system so as to provide adequate 9-1-1 service to its End-Customers consistent with the purposes and requirements of this Agreement; and
- (f) provide written confirmation to the Company that it has either entered into contractual arrangements with Local Emergency Administrations or is subject to the terms and conditions of a CLEC tariff approved by the CRTC for the purpose of defining the rights and obligations of the CLEC and of the Local Emergency Administrations. The CLEC acknowledges that the Company shall not be under any obligation to provide the services contemplated in this Agreement to the CLEC in the absence of the above-written confirmation.

5. COMPENSATION

- 5.1 In consideration of the provision of the interconnection by the CLEC to 9-1-1 Service and the provision of other services described in this Agreement by the Company to the CLEC, the CLEC shall pay to the Company the applicable charges therefor as set out in the 9-1-1 Tariff (CLEC), which shall be billed to the CLEC in the Company's monthly invoice. The CLEC shall pay each such Company's invoice within thirty (30) days of the date of receipt of such invoice. Charges which remain unpaid thirty (30) days following date of receipt of an invoice shall be deemed to have become past due ("Past Due"). The CLEC shall pay interest on any Past Due charges at the rate specified in the Tariff to that effect.
- 5.2 All charges and rates referred to in this Agreement and the 9-1-1 Tariff (CLEC) are exclusive of applicable taxes. Taxes payable by the CLEC in respect of such rates and charges shall be specified in the Company's invoice.

6. RECORDS AND AUDITS

- 6.1 Subject to Schedule B, for the purpose of calculating the charges payable for the 9-1-1 Service and the related services provided by the Company as contemplated in this Agreement, the CLEC shall submit to the Company each month, on a date specified by the CLEC, an updated count of its NAS, or alternatively, an updated count of Working Telephone Numbers (collectively the "Number Count") entered into the 9-1-1 Management System as of such a date. If the day for the submission of the Number Count is not a Business Day, the Number Count shall be submitted the next Business Day.
- 6.2 The Company shall have the right to request an independent third party to audit the Number Count at the Company's own cost. Such audits shall be made available by the Company to the CLEC upon request by the CLEC and/or to the CRTC.
- 6.3 The Company shall utilize the Number Count solely for the purpose of providing and billing for the services provided pursuant to this Agreement and shall treat this information as Confidential Information.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 7.1 (a) The Company's liability to the CLEC as a result of any claim, fine, demand, action, cause of action, loss, expense, liability, cost or damage of any kind or nature whatsoever, direct or indirect, regardless of the cause, arising out of or relating to this Agreement, the 9-1-1 Tariff (CLEC) or any other Tariff, the operation of, failure of or failure to operate the 9-1-1 Service or any part thereof, including, without limitation, any claim arising out of a failure to complete a 9-1-1 call, delay in completion of a 9-1-1 call, interruption of a 9-1-1 call, or error in information used in connection with the operation of the 9-1-1 Service shall be limited to the extent set out in the Tariff.
- (b) Without restricting the generality of the foregoing, the Company shall not be liable and the CLEC shall hold the Company harmless in the event of any claim, fine, demand, action, cause of action, loss, expense, liability, cost or damage of any kind whatsoever, direct or indirect from any of the CLEC's End-Customers, arising out of or in relations to any act or omission of the CLEC in the furnishing of service by the CLEC to its End-Customers, or for any interruption in the CLEC's service or interference with the operation of any facilities or equipment of the CLEC arising in any manner from the services provided to the CLEC under this Agreement and the 9-1-1 Tariff (CLEC). Notwithstanding any other provision in this Agreement, the Tariff or the 9-1-1 Tariff (CLEC), the CLEC assumes all responsibility to and in respect of its End-Customers and third parties for the use of the services provided by the Company pursuant to this Agreement and the CLEC 9-1-1 Tariff;
- (c) Without restricting the generality of the foregoing, the Company shall not be responsible and the CLEC shall hold the Company harmless in the event of any claim, fine, demand, action, cause of action, loss, expense, liability, cost or damage of any kind whatsoever, direct or indirect, arising out of or in relations to the accuracy and content of the CNAI delivered by the CLEC to the Company, and the Company shall not be liable for any failure to carry out its obligations hereunder as

a result of the CLEC's failure to provide accurate CNAI, nor shall the Company be responsible or obligated hereunder to maintain the accuracy of such CNAI beyond the actual content of CNAI as received by the Company from the CLEC, and the Company's sole obligation shall be to retain CNAI for the purposes intended herein.

7.2 Other than as provided for in this Agreement, there are no warranties, representations, conditions or guarantees of any kind whatsoever provided by the Company to the CLEC, either express or implied, whether arising by statute, agreement, tort, product liability or otherwise, regarding this Agreement and the services provided by the Company hereunder including, but not limited to, warranties, representations, conditions and guarantees as to merchantability, fitness for any particular purpose, design, condition or quality.

7.3 Subject to 7.1, the CLEC hereby waives any claims it may now or in the future have in tort or contract law, under statute or in equity, and confirms that its rights, obligations, rights of indemnity and measure and type of damages in the event of breach are limited to those provided in this Agreement.

7.4 This Section 7 shall survive termination of this Agreement.

8.0. INSURANCE

8.1 The CLEC and the Company shall, during the Term or any Renewal Term of this Agreement, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of same to the other or, if either the CLEC or the Company is self-insured, provide to the other satisfactory evidence that the CLEC and/or the Company, as the case may be, is and will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under this Agreement.

9. NON-DISCLOSURE

9.1 The Company and the CLEC intend to disclose certain information, which may include Confidential Information, to each other in connection with this Agreement.

9.2 In consideration of the disclosure of the Confidential Information by either party (the "Disclosing Party") to the other party (the "Recipient") the parties agree that they shall:

- (a) use the Confidential Information only for the purposes of, and in connection with, the performance of their obligations under this Agreement and, for greater certainty, not use Confidential Information for competitive purposes;
- (b) hold such Confidential Information in confidence, with at least the same degree of care with which it protects its own confidential or proprietary information, and at a minimum in accordance with reasonably prudent standards;
- (c) restrict disclosure of the Confidential Information solely to its employees, professional advisors and consultants with a need to know the Confidential Information for the purpose contemplated herein in this Agreement and who are bound to maintain such Confidential Information in confidence under terms and conditions similar to, and no less stringent than, those set out herein and advise

such persons of their obligations under this Agreement with respect to such Confidential Information. The Recipient hereby assumes responsibility for any disclosure of Confidential Information by any person to whom disclosure of Confidential Information is permitted under this Agreement. The Recipient shall take all reasonably necessary measures to restrain any person to whom disclosure of Confidential Information is permitted under this Agreement from unauthorized disclosure or use of Confidential Information;

- (d) except in connection with the purpose contemplated herein in this Agreement, not copy or duplicate such Confidential Information or knowingly allow anyone else to copy or duplicate such Confidential Information; and
- (e) promptly return to the Disclosing Party, upon its request, or certify as destroyed Confidential Information in whatever form, including all electronic and magnetic copies and notes thereof, regardless of whether such Information was made or compiled by the Recipient or furnished by the Disclosing Party.

9.3 The restrictions in this Agreement on use and disclosure of Confidential Information shall not apply to information that:

- (a) shall become generally known through no act of the Recipient or is in the public domain or subsequently enters the public domain other than through unauthorized disclosure by the Recipient;
- (b) was disclosed to the Recipient on a non-confidential basis by a third party having lawful possession and the right to make such disclosure, who was not under an obligation of confidence regarding the information, who was not identified to the Recipient as an agent of the Disclosing Party and provided that the Recipient would not reasonably expect that such third party had obtained such information in a confidential manner from the Disclosing Party;
- (c) was in legitimate possession of the Recipient prior to its disclosure hereunder, as evidenced by appropriate records;
- (d) is independently developed by the Recipient in the future without use of the Confidential Information, as evidenced by appropriate records;
- (e) is approved in writing by the Disclosing Party for release or other use by Recipient according to the terms set out in such written approval; or
- (f) was disclosed by the Recipient to Local Emergency Administrations to fulfill the provisions of this Agreement.

9.4 Except as otherwise provided in this Agreement, each party has the right to refuse to accept any information under this Agreement.

9.5 Notwithstanding anything herein, the Company shall be free to disclose the Confidential Information to its Affiliates and employees thereof with a need to know the Confidential Information provided that such Affiliates and employees thereof agree to be bound by confidentiality obligations similar to those contained herein. The term "Affiliate" shall

mean any person or entity directly or indirectly controlling, controlled by, or under common control with the Company or the CLEC.

- 9.6 The parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 9.7 Each party acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, under any patent, copyright, trademark, trade secret or any other intellectual property rights in or concerning any of the Disclosing Party's Confidential Information.
- 9.8 Nothing in this Section 9 shall be construed so as to prevent the Company from disclosing Confidential Information to Local Emergency Administrations, PSAPs, providers of Emergency Services or any of their respective agents and representatives for the purpose intended herein.
- 9.9 All obligations undertaken respecting Confidential Information disclosed hereunder shall survive the early termination or expiration of this Agreement.
- 9.10 No permitted assignment of this Agreement shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment.

10. INDEPENDENT CONTRACTORS

- 10.1 Each party agrees that it shall perform its obligations hereunder as an independent contractor and not as the agent, employee or servant of the other party. Neither party, nor any personnel furnished by such party shall be deemed employees or agents of the other party or entitled to any benefits available under any plans for such other party's employees. Each party has and hereby retains the right to exercise full control of, and supervision over, its own performance of the obligations under this Agreement, and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each party will be solely responsible for all matters relating to payment of such employees. Each party will be responsible for its own acts and those of its own subordinates, employees, agents and subcontractors during the performance of the party's obligations hereunder.
- 10.2 Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Company and the CLEC. Neither party is, by virtue of this Agreement, authorized as an agent, employee or legal representative of the other. Except as specifically set forth herein, neither party shall have power to control the activities and operations of the other and its status is, and at all times will continue to be, that of an independent contractor. Neither party shall have any power or authority to bind or commit the other.

11. NOTICES

11.1 Any notice, communication, request, demand or other document required or permitted to be given, sent or delivered hereunder by one party to the other shall be in writing and shall be given, sent or delivered;

- (a) by registered mail, express delivery service, postage prepaid, mailed in Canada, and addressed to the intended recipient as follows:

In the case of the Company: MTS Allstream Inc.
PO Box 6666
MP3C – 3rd Floor, 333 Main Street
Winnipeg, Manitoba R3C 3V6
Attention: General Sales Manager - Carrier Services
Fax No.: (204) 942-0140

Copy to: Director Law
PO Box 6666
MP19A – 19th Floor, 333 Main Street
Winnipeg, Manitoba R3C 3V6
Fax No.: (204) 786-4514

In the case of the CLEC: Shaw Telecom Inc
Suite 900 – 630 3rd Avenue S.W.
Calgary, Alberta T2P 4L4
Attention: Director, Regulatory Affairs
Fax No.: (403) 750-4501

Copy to: Senior Counsel
Suite 1100 – 630 3rd Avenue S.W.
Calgary, Alberta T2P 4L4
Fax No.: (403) 716-6544

or to such other or additional address as either the party entitled or required to receive a notice, communication, request, demand or other document, has, by notice given in accordance with this Section 11 communicated to the other party; or

- (b) sent to the party entitled or required to receive it by facsimile transmission to its facsimile number shown in Section 11.1(a);
- (c) Notices will be deemed given, sent or delivered as of the earlier of:
- (i) if sent by mail in accordance with Section 11.1(a), on the fourth (4) Business Day following the date of mailing unless at any time between the date of mailing and the seventh (7) 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 intermediate point, in which case the same shall be deemed to have been

given, sent or delivered and actually received in the orderly course of the mails, allowing for discontinuance or interruption of regular postal service; or

- (ii) if sent by facsimile in accordance with Section 11.1(b), on the Business Day next following the date of transmission; and
- (iii) if sent by express delivery service in accordance with Section 11.1(a) at the end of the Business Day next following the date of forwarding.

12. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

12.1 Neither party nor its subcontractors or agents shall use the other party's trademarks, service marks, logos, or any other proprietary rights in and to the other party's identity in any advertising, press releases, publicity matters, or other promotional materials or otherwise without such party's prior written consent which may be withheld in that party's sole discretion. Neither party will publicize the existence of this Agreement or the relationship between the parties hereto without the other party's prior written consent which may be withheld in that party's sole discretion.

13. RECORD RETENTION

13.1 Except as otherwise required by law or agreed to in writing, each party shall maintain all books, records, contracts, instruments, data and other documents, including all accounting records, and any other information that may be stored on any computer medium (collectively, the "Records"), relating to the performance of its obligations under this Agreement for a period which shall be the greater of: (i) twelve (12) months, (except for mechanized Records which shall be kept for two (2) months) or (ii) each party's existing corporate records retention policy, if any.

14. PRINCIPLES OF INTERPRETATION

14.1 For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:

- (a) Words importing the singular include the plural and vice versa, and words importing gender include all genders and firms or corporations where applicable.
- (b) Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though the said provision had not been included.
- (c) The headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.
- (d) No presumption shall operate in favour or against any party as a result of any responsibility that any party may have had for drafting this Agreement.

- (e) This Agreement, and its performance, also shall be subject to all applicable statutes regulations and regulatory approvals as the case may be.

15. WAIVER

- 15.1 No term or condition of this Agreement may be waived by either party without the express written consent of the other, and forbearance or indulgence by a party in any regard whatsoever shall not constitute that party's waiver. No consent or waiver shall be effective unless made in writing by an authorized officer of the party.

16. ENTIRE AGREEMENT

- 16.1 This Agreement cancels, replaces and supersedes as of its Effective Date, all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.

17. SUCCESSORS AND ASSIGNS

- 17.1 This Agreement shall not be assigned, in whole or in part, by either party without the express written consent of the other which shall not be unreasonably withheld. This Agreement shall be binding upon, and shall enure to the benefit of, the parties and their respective successors and permitted assigns. Notwithstanding the preceding sentence, nothing herein, shall prevent the Company from subcontracting the 9-1-1 Service, in whole or in part, to any third party.

18. FORCE MAJEURE

- 18.1 Neither the Company nor the CLEC shall be liable to the other for any delay or failure in performance hereunder due to and including without limitation, fires, work stoppages, strikes, lock-outs, slow-downs and similar labour disruptions, embargoes, requirements imposed by governmental regulations, civil or military authorities, acts of God, the public enemy or other causes and circumstances which are beyond the reasonable control of the party unable to perform. If an excused performance occurs, the party delayed or unable to perform shall give immediate notice to the other party.

19. LANGUAGE

- 19.1 This Agreement has been prepared and drawn up in English language at the express wish of the parties. Le présent contract a été préparé et rédigé en anglais à la demande expresse des parties.

20. GOVERNING LAW

20.1 This Agreement will be governed by and construed in accordance with the laws of the Province of Manitoba.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives effective on the date appearing above:

MTS ALLSTREAM INC.

Per: *J. Reiduff*
Jan Reiduff
Gen Sales Manager - Carrier Services

Date: May 13 / 05

SHAW TELECOM INC.

Per: *P. Bissonnette*
Peter Bissonnette
President

Date: Mar 15 / 05

Per: *Michael D'Avella*
Michael Davella
Senior Vice President

Date: Mar 23 / 05

SHAW
03/23/05
Approved as to form
<i>16</i>
Legal

RELATED SERVICES**1.0 Local Emergency Administrations/CLEC Coordination Service**

- 1.1 The Company shall provide and maintain a contact list of telephone numbers so that the Local Emergency Administrations, or their agents, may contact the CLEC as may be required from time to time.
- 1.2 Upon request by the CLEC, the Company shall provide the CLEC with a list of Local Emergency Administrations where the 9-1-1 Service is available.
- 1.3 The CLEC shall:
- (a) provide in writing to the Company a contact telephone number whereby Local Emergency Administrations may contact the CLEC, which number may be used by the Local Emergency Administrations, or their agents, during emergency response for purposes such as tracing calls or validating CNAI; and
 - (b) advise the Company in writing of any changes to the contact number thirty (30) days in advance of any change to the number.

2.0 9-1-1 Management System Database Address Guide and Maps

- 2.1 The Company will make available to the CLEC a list, by Local Emergency Administration, containing street names and number ranges where the Company presently provides 9-1-1 Service, and associated Emergency Service numbers. The Company does not represent that this list constitutes a complete list of all possible addresses and number ranges within the boundaries of each Local Emergency Administration, as this list identifies only the current number ranges where the Company presently provides 9-1-1 Service within the boundaries of a Local Emergency Administration.
- 2.2 The Company will provide to the CLEC, where available, a map identifying street names (where applicable) within the boundaries of each Local Emergency Administration for the purpose of formatting CNAI records to be sent to the 9-1-1 Management System by the CLEC.
- 2.3 The services described in sections 2.1 and 2.2 above will be provided by the Company to the CLEC subject to time and charges rates.

3.0 9-1-1 Trunking

- 3.1 The CLEC shall be responsible for 9-1-1 Trunking between the CLEC's network and the 9-1-1 Selective Router. The CLEC shall be under no obligation to use the Company's 9-1-1 Trunking facilities.
- 3.2 The CLEC and the Company shall cooperate to test the 9-1-1 Trunking and the proper operation of the 9-1-1 Service.

- 3.3 The Company shall, at its discretion, define the serving areas for its Selective Router. The serving area of the Selective Router shall be defined and provided by the Company to the CLEC upon the CLEC notifying the Company that the CLEC will be providing service in the area served by the Selective Router.
- 3.4 The CLEC shall direct its 9-1-1-dialed traffic originating from a 9-1-1 caller located within a 9-1-1 Serving Area via specific 9-1-1 Trunks connected to the Selective Router. The CLEC may not direct 9-1-1 calls originating from outside the Selective Router serving area to these 9-1-1 Trunks.
- 3.5 The CLEC shall segment the 9-1-1 Trunking into distinct Trunk groups for purposes of default routing in cases where automatic number identification is not available. The Company shall assist the CLEC in defining default routing arrangements for each Trunk.
- 3.6 The CLEC may order 9-1-1 Trunking from the Company at rates, terms and conditions identified in the item 105.4 of the Company's Supplementary Tariff - Access Services for Interconnection with Carriers and Other Service Providers (CRTC 24006), as amended from time to time.

4.0 Other 9-1-1 Related Services

- 4.1 Any services provided by the Company to the CLEC pursuant to this Agreement are subject to rates, terms and conditions as specified in item 105 of the Company's Supplementary Tariff - Access Services for Interconnection with Carriers and Other Service Providers (CRTC 24006), as amended from time to time. Any services requested by the CLEC outside the scope of this Tariff are subject to negotiation and charges.

COMPANY 9-1-1 SERVICE

MTS Allstream Inc. provides a Province-Wide Enhanced 9-1-1 Service (the "9-1-1 Service") pursuant to item 485 of the Company's General Tariff (24001), as amended from time to time, that supports a 9-1-1 serving arrangement in specific geographic areas depending upon the requirements of Local Emergency Administrations in the area. This network provides a means of routing 9-1-1 calls originating from callers within the designated 9-1-1 Serving Area. Item 105.4 of the Company's Supplementary Tariff - Access Services for Interconnection with Carriers and Other Service Providers (CRTC 24006), as amended from time to time, provides for access by CLECs to this 9-1-1 Service. 9-1-1 calls are to be delivered from the CLEC's network to the Selective Router for transport and delivery to PSAP supported under this 9-1-1 Service.

The Trunk rate specified in item 105.4 of the Company's Supplementary Tariff - Access Services for Interconnection with Carriers and Other Service Providers (CRTC 24006), as amended from time to time, provides for the connection at the Selective Router and facilities between it and the point of interface of the CLEC within the serving area of that Selective Router.

Notwithstanding the provisions of section 6.1 of this Agreement, for the purpose of calculating the charges payable for the 9-1-1 Service and the related services provided by the Company as contemplated in this Agreement, MTS shall bill the CLEC on the basis of the number of Working Telephone Numbers entered into the 9-1-1 Management System. The number of Working Telephone Numbers shall be extracted by MTS from the 9-1-1 Management System on the last Business Day of each month.