



Northwestel Inc.
P.O. Box 2727
Whitehorse, YT
Y1A 4Y4

9340-101-0830/00

16 June 2005

Ms. Diane Rhéaume
Secretary General
Canadian Radio-television and
Telecommunications Commission
Ottawa, ON K1A 0N2

Dear Ms. Rhéaume:

**Re: Northwestel's Revised Agreement Specifying the Procedures of the
Interexchange Carrier Group**

By letter dated 12 April 2005, Northwestel was directed to file a revised Master Agreement renamed as "Agreement Specifying the Procedures of the Interexchange Carrier Group between the IXC and the Company" (CSG Agreement), and to include various revisions as specified in the Commission's letter.

As directed, Northwestel hereby provides the requested CSG Agreement and respectfully requests that the Commission grant approval in due course.

Sincerely,



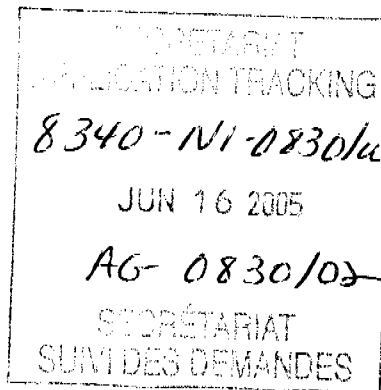
Dallas Yeulett
Manager, Regulatory Affairs

cc: Suzanne Bédard, Senior Manager, Tariffs - CRTC
Jesslyn Mullaney, Senior Analyst - CRTC

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cc: Suzanne Bédard, Senior Manager, Tariffs - CRTC
Jesslyn Mullaney, Senior Analyst - CRTC

AGREEMENT SPECIFYING

The Procedures of the

INTEREXCHANGE CARRIER GROUP

Between the IXC

and the Company

INTERCONNECTION AGREEMENT

This Agreement made effective the ____ day of _____ (the "Effective Date")

BETWEEN Northwestel Inc., a corporation duly incorporated under the laws of the Yukon and having its head office in the city of Whitehorse in the Yukon (hereinafter "Northwestel" or the "Company").

AND IXC, a corporation duly incorporated under the laws of Canada having its registered office in the city of _____ in the province of _____ (hereinafter the "IXC")

WHEREAS in Telecom Decision CRTC 1998-1 ("Decision 98-1") the Canadian Radio-television and Telecommunications Commission (the "Commission") directed Northwestel to establish an Interexchange Carrier Group (the "Carrier Services Group" or "CSG");

WHEREAS Northwestel has established the Carrier Services Group to comply with Decision 98-1 and to effectively meet the Interconnector's requirements related to interconnection;

WHEREAS in Telecom Decision CRTC 2000-746, the Canadian Radio-television and Telecommunications Commission (the "Commission") considered that it is in the public interest to require the Company to provide equal access to the IXC.

WHEREAS the Company wishes to effectively and efficiently meet the IXC's service requirements associated with the provision of trunk-side access to the IXC.

WHEREAS Northwestel has established procedures, including the establishment of the Carrier Services Group, to ensure that information provided by the Interconnector to Northwestel, in Northwestel's capacity as a provider of a monopoly service, is kept confidential;

WHEREAS the CSG Agreement will serve as the Interconnector's first point of contact with Northwestel with respect to the activities and services specified.

WHEREAS technical arrangements for the provision of trunk-side access to the IXC are to be determined through joint technical negotiations.

WHEREAS the Company and the IXC also agree that procedures regarding confidentiality should also apply to the joint technical negotiations.

Now therefore in consideration of the premises and the mutual covenants hereinafter contained, the Company and the IXC hereby agree as follows:

1. Company Functions

- (a) The Company will provide facilities and services to the IXC in accordance with the Company's Access Services Tariff for interconnection with inter-exchange carriers, as approved from time to time by the Commission.
- (b) The Company will be responsible for the performance of the following functions in relation to interconnection of the network of the Company to the facilities and equipment of the IXC:
 - The co-ordination of the delivery of services and facilities to the IXC.
 - The development and marketing of services provided by the Company to the IXC.
 - The forecast and tracking of the IXC's network access requirements
 - The processing and tracking of network access service requests by the IXC.
 - The operation of a network provisioning interface to the facilities and equipment of the IXC.
 - The reception and processing of pre-subscription orders from the IXC.
 - The provision of billing inquiry and collection services, as applicable.
 - The development and coordination of equal access arrangements.
 - The performance of contract administration.
 - The safeguarding of all Confidential Information provided to the Company by the IXC.

2. Company Procedures

The procedures of the Company with respect to receipt and processing of orders from the IXC, inter-exchange carrier billing, network planning in relation to services provided as a result of interconnection and processing of Primary Interexchange Carrier (PIC) selection from the IXC, and the procedures to protect each party's confidential information are specified in the following Schedules attached hereto, which Schedules shall constitute an integral part of this Agreement:

Schedule 1	Ordering Procedures
Schedule 2	Carrier Billing
Schedule 3	Network Planning
Schedule 4	PIC Information Processing
Schedule 5	Confidentiality

3. Procedures to Ensure Confidentiality

- a) With respect to all Northwestel's CSG employees who will be performing any of the functions required for the provision of services and facilities associated with interconnection, whether on a dedicated or non-dedicated basis, Northwestel's CSG shall review with each employee at the beginning of his/her assignment to such group and on an annual basis thereafter the information specified in Schedule 5. An acknowledgement form will be signed by the employee as well as the employee's immediate supervisor indicating that the document has been reviewed and understood and such signed acknowledgement forms will be retained by Northwestel's CSG. Provided that if Northwestel's CSG has made reasonable efforts to obtain an employee's signature but cannot, an acknowledgement form signed by such employee's supervisor confirming review shall be sufficient.
- b) With respect to those Northwestel employees who are not part of the Carrier Services Group but who may be involved in the provision of services pursuant to this Agreement, Northwestel's CSG shall ensure that the Northwestel Principles of Conduct, as may be amended or replaced from time to time by Northwestel, are periodically reviewed with each employee and each such employee's immediate supervisor shall certify that such review has been conducted. The type of employees contemplated in this section may include, but is not limited to those individuals performing functions such as network planning, the installation and maintenance of network facilities, the performance of economic and other studies, the management of regulatory activities and the delivery of legal services.
- c) With respect to the employee specified in a) above, upon termination of employment or retirement, or upon leaving a position of employment in which the employee was provided access to confidential information, the employee's immediate supervisor will make reasonable efforts to review with the employee Schedule 5 hereof and to ensure that the employee understands its content.

4. Disclosure to Other Telecommunications Carriers

- a) Northwestel's CSG will disclose Confidential Information to other telecommunications carrier owner companies (the "owners") only to the extent such information is required to be disclosed in order to provide services and facilities in relation to interconnection. Where disclosure is made to an owner which has executed an Interexchange Carrier Group (ICG) Agreement with the Interconnector, such disclosure of Confidential Information will be made by Northwestel's CSG subject to the undertaking that each such owner to whom the confidential information is disclosed will treat the confidential information in the same manner as it treats Interconnector Confidential Information disclosed to its own ICG pursuant to its ICG Agreement with the Interconnector.
- b) In the event that it is necessary for Northwestel's CSG to provide Confidential Information to an owner which has not entered into an ICG Agreement with the Interconnector, Northwestel's CSG shall endeavor to obtain from such owner an executed acknowledgement in the form specified in Attachment 2 that such owner shall protect the Confidential Information to the same extent that Northwestel's CSG protects Confidential Information under the provisions of this Agreement. Acknowledgements executed in accordance with this Article will be retained by Northwestel's CSG and shall be made available for inspection by the Interconnector upon request.

5. Applicable Approvals

This Agreement and the Schedules attached hereto shall be subject at all times to all applicable regulatory approvals.

6. Notices

Subject to the provisions of the Schedules, all notices or notifications to be given hereunder shall be in writing and shall be hand delivered or sent by registered mail or by facsimile with proof of receipt addressed as follows:

to the Company at:

Carrier Services, Northwestel Inc.
301 Lambert Street
Whitehorse, Yukon
Y1A 4Y4
Phone: 867-668-8209
Fax : 867-668-7569

Attention: Scott Roberts
Assistant Vice President, Carrier Services Group

to the IXC at:

IXC

Phone: _____

Fax: _____

Attention: _____

If hand delivered or sent by facsimile such notice or notification shall be deemed to have been received on the first working day following the date such notice or notification was sent. If sent by registered mail such notice or notification shall be deemed to have been received on the third working day following the date sent.

7. Modifications

No modification of any of the terms of this Agreement shall be valid unless in writing and signed by the parties. Any such modification shall be subject to all applicable regulatory filing requirements and approvals.

8. Changes to Procedures

If either party to this Agreement proposes to make any changes to its operations, services or systems which will materially affect the procedures specified in the Schedules, the party making such changes shall give the other party prior notification and shall co-ordinate such changes with the other party. In those instances in which such changes require modification of any of the Schedules, the party making such changes shall consult the other party prior to making any such change and in the event such other party does not agree to the changes, the provisions of Section 8 will apply.

9. Force Majeure

The parties' performance under this Agreement shall be excused by labour difficulties (such as work stoppages, strikes, lockouts, slowdowns and similar labour disrupting events), government orders, events related to the failure of customers or other entities not under the control of either party to resolve date related computer problems, civil commotions and other circumstances beyond the parties' reasonable control, provided however, that the party invoking such circumstances shall immediately notify the other party in writing, which notification shall specify the character of the circumstances beyond its control such party has invoked. Failure to provide timely notification shall deprive the party of the right to refer to any of the above circumstances as reason for relieving it of responsibility for failure to perform and obligation.

10. Dispute Resolution

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 processes to resolve the Dispute:

10.1 Good Faith Negotiations

- (a) Good faith negotiations will take place between the parties, with the objective of resolving the Dispute.
- (b) 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 matter in Dispute to the Commission for resolution (for matters within the jurisdiction of the Commission), or both parties may agree to refer the Dispute to arbitration, in accordance with the process set forth below.

10.2 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 perceives 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.

10.3 Arbitration

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

10.4 Other Matters

- (a) The parties recognize that the CRTC may establish a list of qualified arbitrators in telecommunications, and agree to refer to that list in considering a possible arbitrator.
- (b) Disputes between parties with respect to the validity of a customer transfer will be dealt according to the procedures established in the attached Schedule 4.
- (c) 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 8, the parties will continue to perform their obligations under the Agreement.
- (d) This Section 8 will survive termination or expiration of the Agreement.

11. Invalid, Unenforceable Provisions

If any provision of this Agreement is declared invalid, illegal or unenforceable by a court or tribunal acting within its jurisdiction, the remainder of this Agreement shall remain fully enforceable and effective.

12. Termination

Notwithstanding any other provisions of this Agreement and any applicable tariff, neither party will terminate this Agreement, for whatever reason, upon less than forty-eight (48) hours written notice to the other party.

13. Applicable Law

This Agreement and its interpretation shall be subject to the laws of the Yukon Territory and the laws of Canada applicable thereto.

14. Intellectual Property Rights

- (a) In this Section 12, intellectual property includes trade marks, service marks, inventions, patents, designs, copyrights, know how and trade secrets and all rights and interests or licenses 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 licenses to use or to permit or cause use to be made of the intellectual property of the other party.

15. 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.

16. 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 14;
 - (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 14 in any other or subsequent instance.

17. 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.

18. Timely Approval

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

19. 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.

20. No Partnership, Joint Venture or Agency Relationship

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

21. Language

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

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

22. Number and Gender

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

23. Headings

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

24. 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 the Company from modifying its tariffs subject to applicable regulatory approvals.

25. Interpretation in the Event of Conflict

In the event of a conflict between: (i) the applicable tariffs of the Company 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 provision of the operating specifications, procedures or guidelines as these may be applicable.

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 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.

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 by their duly authorized representatives, such execution effective on the date and year first written above.

Northwestel Inc.

Per: _____
Authorized Signature

Name

Title

IXC

Per: _____
Authorized Signature

Name

Title

Per: _____
Authorized Signature

Name

Title

ATTACHMENT 1

Northwestel Inc. Principles of Conduct
(as embodied within the Northwestel Principles of Corporate Ethics)

Personal & Corporate Integrity

Individually and collectively, our personal integrity supports the honest use of time, funds and property, and ethical dealings with co-workers and others. Individual integrity also guides us in acting responsibly as team members.

We consciously apply the highest standards of courtesy and integrity in our interactions with customers, partners, suppliers, competitors, employees, the public and others.

We establish and maintain an ethical work place and style. We treat people fairly and respect human rights. We ensure employees have the training, tools and coaching necessary for the job.

Compliance with Laws

We comply with all laws, rules and regulations.

Customer & Competitive Information

Privacy of Communications

We protect the privacy of customer conversations ensuring no tampering or intrusion.

We respect the privacy of communications ensuring the content; nature and existence of telephone calls and data transmission are not released to third parties.

Privileged Information & Confidentiality

We respect privileged customer and employee related information. Privileged information is strictly controlled on a need to know basis, is not available to affiliate companies or their employees, is not available to those involved in the management and market planning of competitive services, is not used to give undue competitive advantage to Northwestel or its affiliates, and is not released to third parties.

Company Assets

Company Information

Technological change and an increasingly competitive environment make it essential that we safeguard Company information. Unless specifically published for external use, all Company record, information, reports, data, plans, processes and methods are confidential, proprietary Company information. Such information is prohibited from disclosure without proper authorization.

Business Records

Accurate, reliable records are essential for effective Company management to ensure we meet our business, legal and financial obligations.

We ensure all reports; records, plans and other data are factual, complete and maintained according to Company practices. Information of significant confidentiality is properly identified, and respected as such.

Financial Transactions

Anyone responsible for Company financial transactions and records follows approved procedures to protect, report, and responsibly and accurately reflect these transactions.

Property

We protect and ensure the authorized use of Company facilities, equipment, tools, supplies, vehicles and property against loss, theft, damage, vandalism, unauthorized use and disposal.

Gratuities & Gifts

We do not accept or give gratuities, gifts, or other favours where it may be perceived that the goods or services are being provided in exchange for special treatment.

Proprietary Rights of Others

We honour the proprietary rights of others as expressed in patents, copyrights, trademarks and industrial designs.

We respect conditions of use. Copyright materials are not copied in whole or in part, or used in violation of any law or agreement with vendors, licensors or other similar parties.

Conflict of Interest

As employees, our business loyalty rests solely with the Company. We avoid interests or relationships, which harm or detract from the Company.

Situations of conflict of interest or which leave the impression of conflict of interest, are avoided.

Conflicts of Interest may occur when:

Similar Businesses

An employee gains personal benefit from an outside business competing with the Company.

This guideline doesn't prohibit employees from purchasing shares in organizations competing with the Company, provided the shares are publicly traded or the employee does not have direct or indirect control of the competing company. An employee cannot have an interest in any contract between the Company and a competing company from which personal profit is, or will be, derived.

Outside Demands

An outside interest demands so much time and energy that interferes with the employee's ability to do Company work.

Future Businesses

An employee is involved in a business the Company later becomes involved in.

External Contacts and Relationships

- a) the employee's spouse, other family members or a cohabitant has an interest in a business in which the Company is involved, and
- b) the employee's job is one where the employee has access to information about the Company's activities in a business in which the employee's spouse, other family members or a cohabitant is involved.

ATTACHMENT 2

ACKNOWLEDGEMENT

EFFECTIVE: _____

BETWEEN: _____, a company duly incorporated
under the laws of Canada, having an office at _____
("the Interconnector")

OF THE FIRST PART

AND: Northwestel Inc., a company duly incorporated under the laws of
Canada, having an office on 301 Lambert Street in the City of
Whitehorse, in the Territory of the Yukon ("Northwestel")

OF THE SECOND PART

WHEREAS each of the parties listed below in Annex 1 ("the Interconnectors") has
entered into an Agreement with Northwestel, the form of which is enclosed as Annex 2
("the Agreement") whereby Northwestel undertook to protect the confidentiality of
certain information confidential to each Interconnector as further specified in the
Agreement (the "Interconnector Confidential Information");

NOW THEREFORE, for and in consideration of the premises, of the mutual promises
contained herein, and of other good and valuable consideration, the receipt and
adequacy of which are hereby acknowledged, the parties hereto, intending to be legally
bound, agree as follows:

The parties hereto acknowledge that Northwestel may disclose to _____
_____ Interconnector Confidential Information. The parties hereto also acknowledge that
_____ has reviewed and understands the Agreement and
_____ will protect the confidentiality of the Interconnector
Confidential Information to the same extent that Northwestel protects the confidentiality
of the Interconnector Confidential Information under the provisions of the Agreement.

Northwestel Inc. _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Interconnectors with which Northwestel has entered into Agreements in the form
attached hereto:

Name: _____

Date: _____

Schedule 1 - Ordering Procedures

1.1 General

This Schedule, which constitutes an integral part of the Agreement Specifying the Procedures of the Interexchange Carrier Group between the IXC and the Company (CSG Agreement), outlines the procedures associated with the provision of access services by Northwestel's CSG to IXC.

1.2 Access Order Format and Guidelines

- a) IXC will request access services from Northwestel's CSG as permitted by the Canadian Alliance of Publicly-Owned Telecommunications System's (CAPTS) General Tariff and Northwestel's tariffs as applicable.
- b) Each request will include service-provisioning information that provides all administrative, billing and contact details, along with circuit specific information in a format agreed to by the parties, having regard for industry practices.

1.3 Order Interface

IXC will deliver requests for access services to Northwestel's Carrier Service Group (CSG) by written or electronic means as agreed to by the parties.

1.4 Provision of Order Information

- a) IXC, as noted in 1.2 b) above, will provide all the information in the request necessary for Northwestel's CSG to provision and bill for the requested access service.
- b) Northwestel's CSG will advise IXC of discrepancies in requests as appropriate by written or electronic means, as agreed to by the parties, in mutually agreed to time frames.
- c) IXC will provide revisions to resolve discrepancies as appropriate by written or electronic means, as agreed to by the parties, in mutually agreed to time frames.

1.5 Order Confirmation

- a) Northwestel's CSG will provide confirmation of access services requests to IXC by written or electronic means, as agreed to by the parties, in mutually agreed to time frames.
- b) Such confirmation will contain both IXC and Northwestel's CSG's order reference information as required.
- c) The confirmation process will be based on industry practices and as agreed to by the parties.

1.6 Provisioning Intervals

- a) The date on which Northwestel's CSG receives a request from IXC with complete information to allow processing of an access order is referred to as the application (APP) date and is one of the critical dates provided on a confirmation.
- b) The time required to provision an access service (i.e., the interval between the APP date and the service date) is known as the service interval. Reasonable service intervals will be agreed to by the parties. The service intervals will be reviewed periodically and revised as appropriate.
- c) In the case where access service is requested in a shorter than the agreed to interval, IXC will provide the appropriate priority by written or electronic means as agreed to by the parties.
- d) On an individual case basis, Northwestel's CSG will utilize reasonable efforts to accommodate the priority request and provide the service in accordance with the requested interval or requested service date. Confirmation will be provided by Northwestel's CSG to IXC as identified in Section 1.5, Order Confirmation.

1.7 Change/Cancel Notification

- a) Changes, revisions and cancellations of orders will be delivered from IXC to Northwestel's CSG by written or electronic means as agreed to by the parties.
- b) Depending upon the timing and nature of the change or revision, the service date may be impacted.

1.8 Queries

- a) IXC will direct queries on access service orders to Northwestel's CSG by written or electronic means or as agreed to by the parties.
- b) The process for escalating unresolved queries related to ordering access services will be as agreed upon by the parties.

Schedule 2 - Carrier Billing

2.1 General

This Schedule, which constitutes an integral part of the Agreement Specifying the Procedures of the Interexchange Carrier Group between the IXC and the Company ("CSG Agreement"), outlines the billing arrangements associated with the provision of access services by Northwestel's CSG to IXC. Access services provided by Northwestel's CSG include those services described in Northwestel's tariffs as applicable.

2.2 Billing Output

Northwestel's CSG will make best efforts to follow established industry guidelines where applicable, particularly those identified by (ATIS/OBF/-SECABS-006) Small Exchange Carrier Access Billing System.

2.3 Bill Medium

Northwestel's CSG will provide, free of charge, one copy of the bill to IXC, to be transmitted in paper or electronic format.

Additional copies of the bill, in any format, will be made available subject to terms to be identified in Northwestel's General Tariff.

2.4 Bill Frequency

Northwestel's CSG will produce and issue a bill for each account on a once monthly basis.

2.5 Service Record Information

Northwestel's CSG will provide Service Record Information on a monthly basis wherein will be identified IXC' Circuit ID and the facilities and equipment provided for IXC' use. This information will be issued with the monthly bill whether or not there are changes resulting from service order activity.

Service Record information will be transmitted in paper or electronic format along with the bill. Additional copies of this information, in any format, will be made available subject to terms to be identified in Northwestel's General Tariff.

2.6 Account Structure

Billing will be set up at the account level with IXC. The type of service and the physical connection to a Northwestel serving wire centre will, in most cases, dictate the account level.

Separate accounts for access services may be established by service (e.g., FGD) and/or by service/tariff component (e.g., monthly circuit charges, usage). Trunk groups are not to be split over multiple billing accounts. Negotiations between IXC and Northwestel's CSG will define these account structures.

2.7 Usage Statistics

Usage statistics for FGD will be provided by Northwestel's CSG on an aggregated basis for both Access and Egress records.

2.8 Test Data

Changes to the carrier access billing system that will alter any outputs to IXC will be detailed in a test paper format. This test data will be supplied 30 days in advance of a billing change. Test paper format will be supplied on the implementation of the system.

2.9 Retention Periods

Bill and Service Record Information outputs, either paper or electronic, and message record details used to support usage information will be retained for a period of twelve months from the date of the bill. This archived data will be used for re-transmission or reprinting only.

2.10 Queries

IXC will direct queries on access billing to Northwestel's CSG by verbal, written or electronic means as agreed to by the parties.

2.11 Bill Disputes

IXC will provide, by the payment due date, a written explanation and details of any charges for which it is withholding payment. Northwestel's CSG will respond, in writing, within 20 days of receipt of IXC claim.

Schedule 3 - Network Planning

This Schedule of the Agreement Specifying the Procedures of the Interexchange Carrier Group between the IXC and the Company on network planning consists of three documents:

- Part 1** Forecast Format and Process
- Part 2** Common Transport Trunk Group Performance Data Format and Process
- Part 3** Network Architecture Information Interchange Format and Process

Schedule 3

Network Planning

PART 1

Forecast Format and Process

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1.0 Revision History

Date	Issue	Comments
	1	Original Release

2.0 General

This Schedule sets out the procedure for the periodic issuance of access service forecasts by IXC to Northwestel's CSG.

Forecasts, in the context of this Schedule, refer to trunk forecasts associated with the provision of switched access service to IXC.

From time to time, it may be necessary for discussions between IXC and Northwestel's CSG to review forecast data beyond the scope of this Schedule. This Schedule is not intended to preclude such discussions but rather to provide a framework for the ongoing exchange of network information necessary for the provision of switched access service to IXC.

3.0 Concepts and Principles

IXC and Northwestel's CSG recognize the importance of network planning information interchange as an essential prerequisite to the orderly and cost effective implementation of switched access services.

Forecasting is the process of converting predicted demand to network trunking requirements that will meet predetermined performance levels. This must be done in a timely and efficient manner, consistent with network configurations, business decisions, cost and technology deployed.

The access service forecasting process is an interactive process between IXC and Northwestel's CSG. Changes to either Northwestel's CSG's network plans or IXC's network plans, that may impact the interconnection, should be submitted as soon as possible.

4.0 Forecast Format and Process

Forecasts will incorporate demand not only for current service offerings but also for any new service offerings within the forecast period.

Northwestel's CSG will evaluate all forecasts and build the appropriate combination of switching and trunking systems to accommodate IXC's requirements, using expected call routing patterns, along with the design level of blocking.

IXC will provide timely, and as accurate as possible, forecasts to enable Northwestel's CSG to plan and provision the access network.

Forecasts are provided by IXC to Northwestel's CSG to enable Northwestel's CSG to plan its network to accommodate IXC' and other Interexchange Carriers' access service requirements. Forecasts are not intended to supersede the ordering process but rather to accomplish the following:

- (i) provide input to Northwestel's CSG switch provisioning process, e.g., trunk terminations;
- (ii) provide input to Northwestel's CSG facility planning process;
- (iii) provide early notification of budgetary requirements;
- (iv) reduce the potential need for special (short interval construction);
- (v) communicate important information for Northwestel's CSG to determine its future plant utilization.

Forecasts are not binding; Northwestel's CSG does not guarantee the availability of IXC' forecasted requirements, nor does IXC guarantee they will order the forecasted services.

4.1 Frequency

IXC will provide trunk forecasts by the first business day of March and the first business day of September of each year. At the entry stage, it would be advisable that IXC provide trunk forecasts every quarter.

4.2 Content

IXC will provide a set of forecasts for each of its Points of Presence (POPs).

Separate forecast forms should be submitted for each POP if there is more than one POP.

In some cases, and as mutually agreed upon by Northwestel's CSG and IXC, IXC will provide End Office switch to Access Tandem forecasts.

Each forecast detail line will be specific to a particular access arrangement (e.g., FG B, FG D, 800, etc.).

Each item of data must describe the same forecasted element type (e.g., FG, Modifier, etc.).

Some fields in the forecast may be filled only as information is available or as the field becomes relevant.

The forecast will cover the current year trunk requirements plus a 4-year projection.

A detailed description of the format and content of the trunk forecast is provided in Appendices 1 and 2 to this Schedule.

4.3 Transmittal

Forecast information exchange media should be established and agreed upon between IXC and Northwestel's CSG.

Initially, it is anticipated that IXC forecasts will be provided on the form provided as Appendix 1 to this Schedule. As the interface evolves, it is expected that the forecast data will be made available in machine-readable format.

5.0 Terms and Definitions

Unless otherwise specified, the terms used in this Schedule follow the definitions provided in Schedule 3 of the Technical Interconnection Agreements.

6.0 References

The following references have been used as input in the preparation of this Schedule:

Bellcore Special Report SR STS-000310¹, "Forecasting Industry Support Interface", Issue 2, February 1989.

Bellcore Special Report SR TAP-000191², "Trunk Traffic Engineering Concepts and Applications", Issue 2, December 1989.

Exchange Carriers Standards Association -Committee T1- Telecommunications - "A Technical Report on Switched Exchange -Access Network Traffic Availability Performance", prepared by T1Q1.1 Subworking Group on Traffic Availability, Report 11, June 1991.

American National Standard for Telecommunications -Network Performance Standards - Switched Exchange Access Network Transmission Specifications, ANSI T1.506 -1989.

Minutes of the Interexchange Carrier Compatibility Forum (ICCF) Availability Workshops.

¹ Copyright of Bell Communications Research (Bellcore)

² Ibid.



Appendix 2

Guidelines for Preparation of Interexchange Carrier Forecast Form

NO.	FIELD NAME	DESCRIPTION	FORMAT
1	INTEREXCHANGE CARRIER	Name of Company requesting access service	X (30)
2	CONTACT NAME	Name of the person issuing the forecast on behalf of the Interexchange Carrier	X (25)
3	CONTACT PHONE	Telephone number of the person issuing the forecast on behalf of the Interexchange Carrier	9 (10)
4	ISSUE DATE	Date the forecast was issued	9 (6)
5	ACCESS SERVICE PROVIDERS	Name of company access service requested from	X (30)
6	POP	The CLLI of the Point of Presence	X (11)
7	ADDRESS	Civic address of the Point of Presence	X (40)
8	CITY	Name of the city in which the Point of Presence is located	X (30)
9	PROVINCE	Name of the Province in which the Point of Presence is located	X (20)
10	OFFICE A	The CLLI of the originating office for 1 way trunk groups; in the case of two way trunk groups, Office A is the one that is alphabetically lower	X (11)
11	OFFICE Z	The CLLI of the terminating office for 1 way trunk groups; in the case of two way trunk groups, Office Z is the one that is alphabetically higher	X (11)
12	SIG	Alphanumeric characters that identify the type of signaling; where MF is Multi-frequency, CCS7 is CCS7	X (4)
13	DIR	Two letters that identify whether the trunk group is 1 way or 2 way	X (2)
14	ALTERNATE ROUTE	The CLLI of the Office through which alternate route or overflow traffic is routed	X (11)
15	PY	The previous year circuit quantity	9 (5)
16	CY	The current year forecasted circuit quantity	9 (5)
17	CY+1	The current year + 1 forecasted circuit quantity	9 (5)
18	CY+2	The current year + 2 forecasted circuit quantity	9 (5)
19	CY+3	The current year + 3 forecasted circuit quantity	9 (5)
20	CY+4	The current year + 4 forecasted circuit quantity	9 (5)
21	RQD MTH	Two numbers that identify the month the augments are required based on exhaust of the existing circuit capacity	9 (2)
22	FG	One letter that identifies the type of access service requested; where B corresponds to FG B access service, D corresponds to FG D access service, etc.	A (1)
23	MODIFIER	Used to supply supplementary information to provide identification for certain trunk functions	X (7)
24	REMARKS	Remarks contain additional information which might help to clarify the access service requirements	X (40)

Schedule 3

Network Planning

PART 2

Common Transport Trunk Group Performance Data Format and Process

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2.0 General

This Schedule sets out the format and process for the periodic issuance of common transport trunk group performance data, also known as trunk group servicing data, by Northwestel's CSG to IXC. A common transport trunk group is understood to mean that portion of the access network between Northwestel's CSG End Office switch and the Access Tandem that carries IXC and possibly other switched access traffic.

Trunk group performance data, in the context of this Schedule, refers to servicing data associated with the provisioning of the network to carry switched interexchange traffic.

From time to time, it may be necessary for discussions between IXC and Northwestel's CSG to review network-planning issues beyond the scope of this Schedule. This Schedule is not intended to preclude such discussions but rather to provide a framework for the ongoing exchange of network information necessary for the provision of switched access service to IXC.

3.0 Concepts and Principles

IXC and Northwestel's CSG recognize the importance of network information interexchange as an essential prerequisite to the orderly and cost effective implementation of switched access service.

Assessing performance is best done through a joint effort by IXC and Northwestel's CSG. There are several reasons for this: first, data collection takes place in both Northwestel's CSG and IXC switches; second, IXC is aware of its customer base, marketing plans and other stimulation factors and is best able to understand these impacts; third, servicing decisions made on the access connection are important considerations when servicing the common transport trunk group.

The goal for Northwestel's CSG and for IXC is to provide service to meet a design objective through normal forecasting and servicing activities.

Servicing is the continuous process of:

- (i) monitoring trunk group performance data;
- (ii) comparing the performance data to thresholds that indicate potential need for network adjustments;
- (iii) analyzing those situations where performance thresholds appear to have been exceeded;
- (iv) increasing network capacity, if required.

4.0 Common Transport Trunk Group Performance Data Format and Process

The Common Transport Trunk Group Performance Data, as defined in Appendices 1 and 2 of this Schedule, will be furnished to IXC by Northwestel's CSG (via the Carrier Services Group), on a "threshold" exception basis, once per month or as agreed to by the parties.

It is anticipated that Northwestel's CSG's Common Transport Trunk Group Performance Data will be provided on the form reproduced in Appendix 1 to this Schedule. However, it is recognized that, at least initially and for practical reasons, there may be some variation in the format of the data provided to IXC per Appendix 1.

4.1 Northwestel's CSG End Office Switch to Northwestel's CSG Access Tandem Trunk Groups - (Configuration not applicable)

The issuance of the Common Transport Trunk Group Performance Data Form is to provide IXC with the assurance that Northwestel's CSG is servicing those common transport trunk groups that exceed the provisioning threshold. Therefore, Northwestel's CSG will issue the Common Transport Trunk Group Performance Data Form, once per month, to IXC when the grade of service, specified in Schedule 1, Intercarrier Interface Specifications, has not been met.

4.2 Northwestel's CSG Tandem to IXC' Point of Presence (POP) Trunk Groups - (Configuration not applicable)

The trunk groups interconnecting a Northwestel's CSG Access Tandem and a IXC POP location are subject to the ordering decisions of IXC. As such, the performance of these trunk groups is not addressed in this Schedule.

4.3 Northwestel's CSG End Office Switch to IXC' Point of Presence (POP) Trunk Group

The trunk groups interconnecting a Northwestel's CSG End Office switch and a IXC POP location are subject to the ordering decisions of IXC. As such, the performance of these trunk groups is not addressed in this Schedule.

5.0 Terms and Definitions

Unless otherwise specified, the terms used in this Schedule follow the definitions provided in Schedule 3 of the technical Interconnection Arrangements.

6.0 References

The following references have been used as input in the preparation of this Schedule:

Bellcore Special Report SR STS-000317³, "Common Transport Trunk Group Performance Data Industry Support Interface", Issue 2, September 1990.

Bellcore Special Report SR TAP-000191⁴, "Trunk Traffic Engineering Concepts and Applications", Issue 2, December 1989.

Exchange Carriers Standards Association -Committee T1- Telecommunications - "A Technical Report on Switched Exchange -Access Network Traffic Availability Performance", prepared by T1Q1.1 Subworking Group on Traffic Availability, Report 11, June 1991.

American National Standard for Telecommunications -Network Performance Standards- Switched Exchange Access Network Transmission Specification, ANSI T1.506- 1989.

Minutes of the Interexchange Carrier Compatibility Forum (ICCF) Availability Workshops.

³ Copyright of Bell Communications Research (Bellcore)

⁴ Ibid.

Appendix 2

Guidelines for Preparation of Common Transport Trunk Group Performance Data Form

NO.	FIELD NAME	DESCRIPTION	FORMAT
1	ACCESS SERVICE PROVIDERS	Name of Access Service Providers providing access service	X (30)
2	CONTACT NAME	Name of the person issuing the trunk group performance data on behalf of Northwestel's CSG	X (25)
3	CONTACT PHONE	Telephone number of the person issuing the trunk group performance data on behalf of Northwestel's CSG	9 (10)
4	ISSUE DATE	Date the trunk group performance report was issued	9 (6)
5	TGSN	Trunk Group Serial Number; identifies the unique record number of the trunk group record	X (9)
6	OFFICE A	The CLLI of the originating office for 1 way trunk groups; in the case of two way trunk groups, Office A is the one that is alphabetically lower	X (11)
7	OFFICE Z	The CLLI of the terminating office for 1 way trunk groups; in the case of two way trunk groups, Office Z is the one that is alphabetically higher	X (11)
8	SIG	Alphanumeric characters that identify the type of signaling; where MF is Multi-frequency, CCS7 is CCS7	X (7)
9	DIR	Two letters that identify whether the trunk group is 1 way or 2 way	X (2)
10	TRKS IS	Trunks in Service. This field will only be populated if (I) the requirement for trunks in service is mutually agreed upon between _____ and Northwestel's CSG, and (ii) the common transport trunk group only carries _____ specific traffic	9 (4)
11	AVG BLKG	Blocking; identifies the study period average blocking for the trunk group	99.9
12	BUSY HR	Busy Hour; identifies the time consistent busy hour of the blocking period. If bouncing busy hour is used, it is not possible to provide a specific hour. Busy hour is shown as the start of the hour in 24 hours military time	9 (2)
13	VAL DAYS	Number of Valid Days; identifies the quantity of valid days of trunk group peg count and overflow data used to calculate the study period average blocking	9 (2)
14	BLKG OBJ	Design Blocking Criteria; identifies the trunk group design blocking objective	.999
15	CNS PRD	Number of Consecutive Report Periods; identifies, where available, the number of consecutive reporting periods this trunk group has exceeded the Measured Blocking Threshold	9 (2)
16	STUDY DATE	Study Period Date; identifies the month, day and year of the start of the study period	MM/DD/YY
17	REMARKS	A free field to indicate (I) whether the data is representative or not, (ii) the cause of blocking, and (iii) if, when and nature of corrective action.	X (40)

Schedule 3

Network Planning

PART 3

Network Architecture Information Interchange

Format and Process

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1.0 Revision History

Date	Issue	Comments
	1	Original Release

2.0 General

This Schedule sets out the format and process for the periodic issuance of network architecture change information by Northwestel's CSG to IXC.

Network architecture change information, in the context of this Schedule, refers to network planning data associated with the provision of switched access service to IXC.

From time to time, it may be necessary for discussions between IXC and Northwestel's CSG to review network-planning issues beyond the scope of this Schedule. This agreement is not intended to preclude such discussions but rather to provide a framework for the ongoing exchange of network planning information necessary for the provision of switched access service to IXC.

3.0 Concepts and Principles

It is recognized that certain Northwestel's CSG network architecture information, and/or changes to it, is required by IXC for its network planning and forecasting process.

Changes to Northwestel's CSG's network plans, that may impact the interconnection, will be submitted as soon as possible.

4.0 Network Architecture Information Format and Process

4.1 Format and Content

Appendices 1 and 2 define the format and content of information that will be provided to IXC on a periodic basis for the purpose of planning and forecasting the access network.

Northwestel's CSG shall provide IXC with at least two years' notice in writing of any changes in its network that could affect any of the interconnection access arrangements. Where it is not possible to give IXC two years' notice, Northwestel's CSG shall advise IXC as soon as a decision to proceed with the change has been made.

The existence of a tabular means to efficiently convey information does not preclude the need to convey network change information on matters of a general or unusual nature which do not conform to the constraints of the tabular listing, e.g., changes to CCS7 gateway offices, changes to network signaling capabilities, etc.

4.2 Frequency

Northwestel's CSG will provide a complete re-issue of its network architecture information, reflecting network plans as of December 31 And June 30 of each year.

In addition, Northwestel's CSG will provide updates to its network architecture information, reflecting changes to its network plans as of March 31 and September 30 Of each year.

4.3 Transmittal

Network architecture information interchange media should be established and agreed upon between IXC and Northwestel's CSG.

It is anticipated that Northwestel's CSG's network architecture information will be provided on the form provided as Appendix 1 to this Schedule. However, it is recognized that, at least initially and for practical reasons, there may be some variation in the format of the data provided to IXC per Appendix 1.

As the interface evolves, it is expected that the network architecture data will be made available in machine-readable format.

5.0 Extended Area Service (EAS) Information

EAS link (originating to terminating) information is filed in the Northwestel's CSG Tariffs. However, in order to enable the orderly and cost effective planning of the interconnection network, it is necessary to provide IXC with early notification of changes to EAS boundaries. Appendix 2 defines the format and content of the EAS information that would be provided to IXC on a periodic basis.

6.0 Terms and Definitions

Unless otherwise indicated, the terms used in this Schedule follow the definitions provided in Schedule 3 of the Technical Interconnection Arrangements.

7.0 References

The following references have been used as input in the preparation of this Schedule:

Exchange Carriers Standards Association -Committee T1- Telecommunications -"A Technical Report on Switched Exchange -Access Network Traffic Availability Performance", prepared by T1Q1.1 Subworking Group on Traffic Availability, Report 11, June 1991.

American National Standard for Telecommunications -Network Performance Standards- Switched Exchange Access Network Transmission Specification, ANSI T1.506- 1989.

Belcore Technical Reference TR-EOP-000315⁵, "Local Exchange Routing Guide" (LERG).

Recommended Notification Procedures To Industry For Changes In Access Network Architecture⁶, Issue 2, March 1991.

Minutes of the Interexchange Carrier Compatibility Forum (ICCF) Availability Workshops.

⁵ Copyright of Bell Communications Research (Bellcore)

⁶ Accepted and approved at ICCF22, March 1991

Appendix 1B

Guidelines for Preparation of Access Service Provider Network Architecture Form

NO.	FIELD NAME	DESCRIPTION	FORMAT
1	ACCESS SERVICE PROVIDER	Name of Access Service Providers providing this network architecture.	X(30)
2	CONTACT NAME	Name of the person issuing the network architecture data on behalf of Northwestel's CSG.	X(25)
3	CONTACT PHONE	Telephone number of the person issuing the network architecture on behalf of Northwestel's CSG	9(10)
4	ISSUE DATE	Date this network architecture was issued	9(6)
5	ACCESS TANDEM	The CLLI of Northwestel's CSG's Access Tandem	X(11)
6	ADDRESS	Civic address of Access Tandem	X(40)
7	CITY	Name of the city in which the Access Tandem is located	X(30)
8	PROVINCE	Name of the province in which the access Tandem is located	X(20)
9	POINT CODE	The CCS7 Point Code assignment for this access Tandem; including network ID, Cluster Code, and Cluster Number.	9(9)
10	ACCESS TANDEM NAME	The commonly used name of the Access Tandem switches to which traffic is routed from the switching entities on this page	X(30)
11	EFFECTIVE DATE	Date the network architecture is effective	9(6)
12	SWITCHING ENTITY NAME	The commonly used name of the End Office switching entity which homes on the Access Tandem indicated in 5 above	X(30)
13	CLLI	The CLLI of the End Office switching entity which homes on the Access Tandem indicated in 5 above	X(11)
14	CIVIC ADDRESS	Civic address of the End Office switching entity	X(25)
15	TECH TYPE	Alphanumeric characters that identify the type of technology for this switching entity	X(7)
16	DATE IN	The year and month when this switching entity is planned for service. This field is blank if this switching entity is already in service	9(4)
17	DATE OUT	The year and month when this switching entity is planned to be replaced. This field is blank if there are no plans to replace this switching entity	9(4)
18	REPL TECH	Alphanumeric characters that identify the type of technology for this switching entity will be replaced by	X(7)
19	RDI HOST	The CLLI of the host switching entity for a Remote Digital Installation (RDI); this field is blank if the switching entity is not an RDI	X(11)
20	EAS NAME	The name of the EAS (free calling) area in which this switching entity resides	X(25)
21	TOLL TERM	The CLLI of the class 4 switch which is used to terminate traffic to this switching entity; normally the same as the Access Tandem	X(11)
22	OPTR SVCS	The CLLI of the class 4 switch which performs the operator services function for this switching entity	X(11)

Appendix 1B (cont'd)

NO.	FIELD NAME	DESCRIPTION	FORMAT
23	CCS7 DATE	The year and month when this switching entity will be equipped with FG D/CCS7 signaling capability. For offices already equipped with CCS7 signaling, field will show the date FG D/CCS7 is made generally available to Interexchange Carriers.	9(4)
24	POINT CODE	The CCS7 point code assignment for this switching entity; including Network ID, Cluster Code, and Cluster Member	9(9)
25	NPA	The Numbering Plan Area code used to identify the first three digits of the destination code for this switching entity	9(3)
26	NXX	The central office code(s) used to identify the 4 th to 6 th digits of the destination code for this switching entity	9(3),9(3)..
27	NAS	Network Access Services. NAS will be updated once per year, normally reflecting year end actuals	9(6)
28	% TTNE	Touch Tone penetration. Touch Tone penetration will be updated once per year, normally reflecting year-end actuals.	99.9
29	EEA READY	The year and month when this switching entity will be equipped with FG d/MF signaling capability. For offices already equipped with MF signaling, field will show the date FG D/MF is made generally available to Interexchange Carriers	9(4)
30	REMARKS	Remarks contain additional information, which help to clarify/expand upon plans for this switching entity.	X(40)

Appendix 2B

Guidelines for Preparation of Access Service Provider EAS Information Form

NO.	FIELD NAME	DESCRIPTION	FORMAT
1	ACCESS SERVICE PROVIDER	Name of Access service Provider providing this free calling plans	X(30)
2	CONTACT NAME	Name of the person issuing the free calling information on behalf of Northwestel's CSG	X(25)
3	ISSUE DATE (MM/DD/YY)	Date this Free Calling Information was issued	9(6)
4	CONTACT TELEPHONE	Telephone number of the person issuing the free calling information on behalf of Northwestel's CSG	9(10)
5	COMMUNITY CALLING AREA	The exchanges within an area that have free calling with each other	X(40)
6	EFFECTIVE DATE (YY/MM)	The year and month when free calling will be provided in a Community Calling area	9(4)
7	ADJACENT SITES	The two adjacent exchanges that have free calling with each other	X(40)
8	EFFECTIVE DATE (YY/MM)	The year and month when free calling will be provided between Adjacent Sites	9(4)

Schedule 4 - Procedures

4.1 General

- a) This Schedule, which constitutes an integral part of the Agreement Specifying the Procedures of the Interexchange Carrier Group between the IXC and the Company (CSG Agreement), outlines the procedures of Northwestel's CSG for the processing of inter-exchange transactions between Northwestel's CSG and IXC related to the selection of a Primary Inter-exchange Carrier (PIC) by a customer for access service, and associated with the exchange of PIC information between Northwestel's CSG and IXC. Unless otherwise specified in this schedule, the provisions of this Schedule shall apply to both Northwestel's CSG and IXC as well as their agents and employees.
- b) For the purpose of this Schedule, the term "end customer" shall be defined to be the ultimate user of telecommunications services sold on a retail basis, and:
 - in the case of a multi-person household, is the person within that household responsible for changes to telecommunications services. This will be the person named on Northwestel's CSG's end customer account, or his or her agent. An agent must have authority from the end customer to act on the end customer's behalf. Another member of the household could be an agent of the end customer.
 - in the case of a business end customer, is the business entity. The business may designate any individual as its representative, and may change its named representative at any time.

4.2 Procedures for Establishing a PIC Processing Account with Northwestel's CSG

- a) To permit the processing of IXC PIC transactions, IXC shall complete an Access Customer CARE (Customer Accounts Record Exchange) Profile. The contents of the Access Customer CARE Profile are specified in Northwestel's CSG PIC/CARE Access Customer Handbook (the "Handbook") which is described in Section 4.6.6.
- b) The Access Customer CARE Profile referred to in Section 4.2(a) above must be provided to Northwestel's CSG at least 60 calendar days prior to the IXC's requested date for commencement of PIC processing by Northwestel's CSG. Please note that this time interval may be extended if Northwestel's CSG has never entered into a prior Agreement Specifying the Procedures of the Interexchange Carrier Group between the IXC and the Company.
- c) If, after commencement of delivery of PIC transactions to Northwestel's CSG, there are any material changes in the information provided in the profile described in Section 4.2(a) above, IXC shall provide updates to Northwestel' CSG in writing, at least 30 calendar days prior to the requested date of implementation of the changes.

4.3 Exchange of PIC Transactions Between Northwestel's CSG and IXC

4.3.1 Location of Exchange

- a) The location for exchange of information will be an electronic mailbox address for electronic delivery.
- b) Northwestel's CSG and IXC shall exchange PIC transactions at the electronic address specified in the Handbook.
- c) The electronic address for the exchange of PIC transactions may be modified by Northwestel's CSG, provided that notice of the change is received by IXC at least 90 days prior to the change.
- d) The handling of all PIC transactions and other PIC-related information received from either party will be governed by the confidentiality provisions of the Agreement Specifying the Procedures of the Interexchange Carrier Group between the IXC and the Company.

4.3.2 Exchange Interval

The delivery of PIC transactions by either party shall occur at least once per business day, except weekends, statutory holidays and other days as agreed to by the parties. The time of day for exchange of PIC transactions shall be as specified in the Handbook or as agreed upon by the parties.

4.3.3 Exchange Medium

- a) The accepted medium of data exchange between Northwestel's CSG and IXC will be electronic file transfer, or any other means mutually acceptable by the parties.
- b) If one of the parties wishes to change their medium for exchange, IXC and Northwestel's CSG must mutually agree to transition the exchange medium, and the party initiating the change must provide written notification of its intent to change. Both parties must agree on a date for the transition, and must agree on transition requirements including testing procedures.
- c) Data exchanged between IXC and Northwestel's CSG shall be labeled in accordance with the specifications documented in the Handbook.

4.3.4 PIC Processing Charges

Any charges related to PIC processing are outlined and described in Northwestel's Access Services Tariff for Interconnection with Interexchange Carriers (IXC's).

4.4 Services Subject to PIC Selection

Northwestel's CSG shall accept PIC subscription orders pertaining to any services which are eligible for equal access as specified in the Handbook.

4.5 Northwestel's CSG Consumer Safeguards

- a) With the exception of PIC changes resulting from the transfer of an end customer base between inter-exchange carriers ("IXC" or "IXCs") due to a merger or acquisition¹, IXC or its agents shall obtain the end customer's authorization to act on the end customer's behalf prior to submitting to Northwestel's CSG any requests for PIC subscription orders or information about the end customer's access services subject to paragraphs 4.5(b) and (c) below, with the exception of information about access services already selected to IXC. Information provided about the customer's access services shall be the information defined in Sections 4.6.1 and 4.6.6 of the Schedule.
- b) Whenever IXC or its agent initiates a contact during which a subscription is obtained, end customer order confirmation is required. The end customer confirmation, as defined in Section 4.5 (c) below, must be obtained prior to submitting a PIC subscription order to Northwestel's CSG. One of the following four methods of end customer order confirmation shall apply:
 - (i) obtain the end customer's written order confirmation;
 - (ii) obtain the end customer's oral order confirmation verified by an independent third party;
 - (iii) obtain the end customer's electronic order confirmation by the use of a toll-free number;
 - (iv) obtain the end customer's electronic order confirmation, via the internet.
- c) The end customer order confirmation must represent a clear statement regarding the end customer's choice of PIC and must include an explanation of what occurs when the PIC selection for an access service is changed. The confirmation must include the following information:
 - (i) PIC name;
 - (ii) end customer billing name and address and, for business end customers, name of the authorized company representative;
 - (iii) all working telephone number(s) (WTNs) to be subscribed to the PIC, or the billing telephone number (BTN) may be specified if the end customer confirms that all telephone number associated with the BTN are to be subscribed to the PIC;
 - (iv) date of end customer order confirmation; and
 - (v) choice of PIC as evidenced by end customer signature, third party attestation or electronic equivalent as referenced in Section 4.5(b)(i), (ii), (iii) and (iv) above, respectively.

¹ Refer to Section 4.5(e) for details.

- d) The following terms and conditions apply to each form of end customer order confirmation:

(i) Written Order Confirmation

The end customer's signature on a document which clearly states that the end customer's service will be transferred to IXC constitutes confirmation of the service order. The end customer must be fully informed as to what he or she is signing.

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 IXC's.

(ii) Oral Order Confirmation Verified by an Independent Third Party

The independent third party shall be an appropriately qualified, bonded and independent party operating in a location physically separate from IXC or its agents. IXC 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 IXC or any affiliates of IXC.

Compensation to the independent third party shall not be based on the number or percentage of sales confirmed.

In the course of contact with an end customer, representatives of IXC are permitted to transfer the end customer directly to the independent third party to complete the confirmation.

In the performance of confirmation functions, the independent third party must confirm that they are speaking to the end customer and must confirm the information set out in Section 4.5(c)(i) - (iv) 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 Section 4.5(c)(i) - (iv), accompanied by certification by IXC 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 who contacted the end customer and the date that the independent third party contacted the end customer.

(iii) Electronic Order Confirmation Through the Use of a Toll-free Number

IXC 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 an end customer, representatives of IXC are permitted to transfer the end customer directly to the electronic order confirmation system to complete the confirmation.

If the end customer is not accessing the electronic order confirmation system from the telephone access service on which the PIC is to be changed, 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 the working telephone number to be subscribed to the PIC (or evidence of further security measures as required to verify end customer identity), date and time and PIC to confirm the end customer's choice of IXC. The IVR 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 Section 4.5(c)(i) - (iv), accompanied by a certification from IXC that the transcribed record is an accurate representation of the end customer order confirmation.

(iv) Electronic Order Confirmation via the Internet

IXC must use at least one of the following methods of security to ensure privacy and authenticity of information sent between IXC and the end customer:

- a secure link between IXC and the end customer;
- a key server, to allow a party to encrypt messages that only a key holder can decrypt;
- a unique password between IXC and the end customer.

IXC may use another form of "off-line" or "on-line" identification (e.g., toll-free number or end 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 Section 4.5(c)(i) - (iv) and must also include an explicit indication from the end customer that they are the authorized account-holder for their telephone service.

IXC must appropriately notify its end 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 Section 4.5(c)(i) - (iv), accompanied by a certification from IXC that the transcribed record is an accurate representation of the end customer order confirmation.

- e) As per Telecom Decision 9505, 24 April 1995, Disconnection of Equal Access Service Providers and Transfer of Customer Base Between Equal Access Service Providers, in the case of a mass transfer due to a merger or acquisition of IXC, IXC is required only to notify end customers of the change. The acquiring IXC must send a notification to the individual end customers, within 90 days, that includes, among other information, details of the impact, if any, on the end customer's service, including any change in rates, billing frequency, contract terms or other conditions of service.

Further, where the acquiring IXC makes any material change in the rates, terms or conditions of the acquired end customers' service prior to the end of the 90 day period, notification must be received by the end customers prior to the effective date of any such change.

- f) Each request for a bulk PIC change resulting from the transfer of an end customer base between IXC's must be accompanied by written authorization. For acquisitions, authorized representatives of both affected IXC's must sign the authorization. For mergers, an authorized representative of the merged IXC must sign the authorization.

4.6 PIC Processing Procedures for Northwestel's CSG

PIC-related transactions between Northwestel's CSG and IXC will be based on a set of pre-defined transaction codes and associated status indicators.

4.6.1 Use of CARE Industry Support Interface Document

Subject to Section 4.6.6, the types of PIC transactions which are processed by Northwestel's CSG are based on the guidelines contained in the CARE ISI Document implemented by Northwestel's CSG which contains established industry practices as recommended by the Ordering and Billing Forum (OBF) of the Alliance for Telecommunications Industry Solutions (ATIS). The data elements and record formats to be used for the exchange of PIC information are based on the Customer Accounts Record Exchange (CARE) specification within the CARE ISI Document.

4.6.2 Transactions support by Northwestel's CSG

Northwestel's CSG shall support the PIC transactions that shall include but may not be limited to the following:

- a) the ability to initiate subscriptions for an end customer's working telephone number (WTN);
- b) the ability to initiate subscriptions for an end customer's billing telephone number (BTN);
- c) the ability to initiate a de-subscription for an end customer's WTN;
- d) the ability to request reconciliation of an end customer of IXC against Northwestel's CSG database file; and
- e) the ability to initiate a request for bulk PIC processing related to a merger or acquisition.

4.6.3 Future-dated Orders

Northwestel's CSG shall accept pending PIC-related subscription orders from IXC. Pending orders shall be accepted up to 30 calendar days prior to the due date of the order.

4.6.4 Stale-dated Orders

PIC subscriptions received by Northwestel's CSG from IXC more than 90 calendar days after the end customer order authorization date or order confirmation date, whichever is applicable as specified in Section 4.5, shall be rejected by Northwestel's CSG as an expired order. Northwestel's CSG shall notify IXC accordingly.

4.6.5 Resolution of Conflicting Subscription Requests of PIC Selection Information

- a) When Northwestel's CSG receives valid subscription orders for the same working telephone number from more than one IXC, the following procedures will be used to determine which order takes precedence:
 - (i) when the respective dates of end customer authorization on the orders are different, the order with the most recent end customer authorization shall take precedence; and
 - (ii) when the respective dates of end customer authorization on the orders are the same, the end customer will remain with the current long distance service provider.
- b) In each case described in Section 4.6.5(a) above, Northwestel's CSG will inform each IXC of the disposition of its subscription request using the appropriate transaction codes and status indicators.

- c) In the event of an inconsistency in PIC selection information between IXC' customer file and Northwestel's CSG switch database file, Northwestel's CSG's switch database file shall prevail.

4.6.6 Northwestel's CSG PIC/CARE Access Customer Handbook

- a) Canada-specific and company-specific variations to the CARE ISI Document are specified in Northwestel's CSG's PIC/CARE Access Customer Handbook. This Handbook provides detailed procedures for the processing of PIC transactions by Northwestel's CSG in the Canadian environment.

Northwestel's CSG shall make its Handbook available to IXC.

- b) Should changes to transaction codes, status indicators, record formats or data elements be required due to a change in the CARE IS guidelines, changes to the system which provides the PIC processing capability, or for any other reason, Northwestel's CSG shall update the Handbook and will distribute copies to IXC.
- c) Northwestel's CSG shall notify IXC of any change as described in Section 4.6.6(b) at least 90 calendar days prior to implementation of the change.

4.6.7 PIC Transaction Validation

- a) Northwestel's CSG shall validate PIC transactions, as well as individual fields within PIC transactions. Validation of fields within PIC transactions shall be limited to those fields having either the "Required" or the "Optional" designation. Validation of fields designated as "Optional" applies only where such fields are populated by the IXC. A detailed description of the validation to be performed, as well as the field designations to be used, shall be documented in Northwestel's CSG Handbook.
- b) When Northwestel's CSG rejects a PIC transaction from IXC, Northwestel's CSG shall provide IXC with the reason for the rejection, using appropriate transaction codes and status indicators.
- c) For any rejections of PIC information at either a batch or individual transaction level, the party performing the rejection shall notify the originating party using the appropriate reject reason codes in the appropriate record formats and exchange medium as specified in the Handbook.

4.6.8 Service Objective Time Frames of Northwestel's CSG

- a) Northwestel's CSG service objective time frames for the completion of PIC subscriptions and de-subscriptions are provided in the Handbook.
- b) The service objective time frames documented in the Handbook shall be reasonable and shall not unduly disadvantage IXC. The service objective time frames will be based on the capacity of the PIC processing system and its related processes.

- c) If the volume of orders provided by IXC exceeds the capacity of Northwestel's CSG processing and provisioning systems, as defined in the Handbook, Northwestel's CSG shall not be held responsible for any failure to process excess orders within the agreed upon time frames.
- d) IXC shall notify Northwestel's CSG in writing when it has concerns about Northwestel's CSG's performance with respect to the service objective time frames.
- e) Upon receiving written notification from IXC regarding concerns as referred to in Section 4.6.8(d) above, Northwestel's CSG shall make all reasonable efforts to expediently rectify the situation and will provide a written response.

4.6.9 Confirmation and Rejection of PIC Transactions

- a) For successful PIC transactions, Northwestel's CSG shall provide IXC with confirmation of each completed subscription or de-subscription, at least once per day, normally within:
 - (i) one business day of the end of the service objective time frame as defined in Section 4.6.8 above for a PIC transaction which affects an existing service; or
 - (ii) three business days of the end of the service objective time frame as defined in Section 4.6.8 above for a PIC transaction which affects a new access service being installed concurrently with IXC' PIC subscription order.
- b) For rejected PIC transactions, Northwestel's CSG will notify IXC of each rejected transaction, normally within one business day of the rejection, based upon the record rejection criteria as referenced in Section 4.6.7 above.

4.7 Northwestel's CSG Procedure for PIC Change Dispute Resolution

A PIC change dispute occurs when an end customer claims that the end customer's long distance service has been changed from one IXC to another without the end customer's consent.

- a) Northwestel's CSG shall be responsible for the resolution of disputes concerning end customer' s PIC changes, whether identified by an end customer of Northwestel or by an IXC on behalf of the end customer.
- b) The Initiating IXC must obtain a positive response from the end customer to the following questions prior to initiating a dispute:
 - (i) do you want [Initiating IXC] to initiate a dispute against [Disputed IXC] on your behalf for switching you without your permission?;
 - (ii) are you reasonably certain that neither you nor any other authorized adult member (authorized employee) of your household (business) requested the change?;

- (iii) [Initiating IXC] may only initiate a dispute if you were switched without your permission and not for any other complaint you have with [Disputed IXC]. Do you understand?; and
 - (iv) do you understand that your long distance service will be restored with [Initiating IXC]?
- c) If all of these questions are answered in the affirmative, the Initiating IXC coordinates restoration of the end customer's previous long distance service, records the details of the alleged unauthorized transfer in a Dispute Initiation Record (DIR) and initiates a dispute through Northwestel's CSG.

The DIR is a physical record which must include the following details and be retained by the Initiating IXC for at least 90 calendar days:

- (i) end customer name;
- (ii) working telephone number (WTN);
- (iii) name of IXC representative who handled the end customer complaint;
- (iv) date and time of complaint; and
- (v) attestation that the end customer has provided oral confirmation to each of the four questions in Section 4.7(e).

In order to initiate a dispute through Northwestel's CSG, the Initiating IXC shall provide Northwestel's CSG with, at a minimum:

- (i) name of the end customer;
- (ii) working telephone number (WTN);
- (iii) date that the end customer notified the Initiating IXC of the disputed PIC change.

Full details on the method for notifying Northwestel's CSG of a dispute and the required information shall be specified in the Handbook.

- d) Upon receiving the information set out above, Northwestel's CSG shall record the details of the disputed PIC change, and determine the elapsed interval between the date of the disputed PIC change was implemented, and the date that Northwestel's CSG was notified that the PIC change was in dispute.
- (i) If the elapsed interval exceeds 90 calendar days, the dispute shall be considered invalid, the customer must request a new subscription and Northwestel's CSG shall so advise the Initiating IXC.
 - (ii) If the elapsed interval is 90 calendar days or less, Northwestel's CSG shall accept the dispute and shall perform checks to determine the validity of the

- dispute including whether the end customer's PIC was previously selected to the Initiating IXC.
- (iii) Disputes involving PIC changes resulting exclusively and directly from the transfer of the end customer base between IXCs due to a merger or acquisition do not constitute valid PIC change disputes.
- e) If the dispute is determined to be valid, Northwestel's CSG shall reinstate the previous PIC selection (provided the Initiating IXC confirms as specified in Section 4.7(e) above, that this is the desire of the end customer) and inform the IXC's involved of the change using the appropriate PIC transactions.
- f) After PIC reinstatement, Northwestel's CSG shall assess whether or not the previous PIC change was authorized, including:
- (i) Request via a PIC transaction, that the Disputed IXC provide a valid end customer order confirmation as defined in Section 4.5. The valid end customer Order confirmation must be provided to Northwestel's CSG within 15 business days of the creation of said PIC transaction. If the Disputed IXC was acquired by another IXC subsequent to the date of the disputed PIC change, the acquiring IXC effectively becomes the Disputed IXC and assumes responsibility for the resolution of the dispute, including the provision of valid end customer order confirmation.
- (ii) If the valid end customer order confirmation is received within 15 business days as defined in Section 4.7(f)(i) above, the Disputed IXC shall not be deemed to have performed an unauthorized PIC change. However, consistent with the expressed wishes of the end customer, the reinstated PIC selection shall remain in effect.
- (iii) If no valid end customer order confirmation is received within 15 business days as defined in Section 4.7(f)(i) above, the Disputed IXC shall be deemed to have performed an unauthorized PIC change and will be assessed such charges as specified in Northwestel's Access Services Tariff for Interconnection with Interexchange Carriers.
- (iv) If the end customer order confirmation is received within 15 business days as defined in Section 4.7(f)(i) above, but Northwestel's CSG determines that the end customer order confirmation provided by the Disputed IXC does not meet the requirements as defined in Section 4.5(c)(i) - (v), the Disputed IXC shall be deemed to have performed an unauthorized PIC change and will be assessed such charges as specified in Northwestel's Access Services Tariff for Interconnection with interexchange Carriers.

- (v) Northwestel's CSG shall monitor the volume of unauthorized PIC subscription changes generated by each IXC. If an IXC is repeatedly generating unauthorized PIC subscription changes, Northwestel's CSG shall initiate discussions with the IXC to determine the reason for the unauthorized PIC subscription changes and request the IXC to correct any problems. An IXC who, in Northwestel's CSG's reasonable assessment, generates excessive unauthorized PIC subscription changes will receive notice from Northwestel's CSG that additional authorization measures will be required to enable the processing of PIC subscription orders. The additional authorization measures may include the requirement by Northwestel's CSG that the IXC provide written proof of end customer confirmation to Northwestel's CSG prior to each PIC subscription order being accepted.
- g) In the event that the Disputed IXC challenges the validity of the dispute, the Disputed IXC will provide a written request to Northwestel's CSG, which includes evidence that the dispute may not be valid, within the 15 business day period as defined in section 4.7(f)(i) above. This request does not eliminate the need, nor extend the deadline, for the Disputed IXC to provide Northwestel's CSG with a valid end customer order confirmation per Section 4.7(f)(i) above.
- h) If Northwestel's CSG receives a dispute challenge within the 15 business day period in Section 4.7(f)(i) above, Northwestel's CSG will request a DIR from the Initiating IXC.

The DIR shall be made available by the Initiating IXC to Northwestel's CSG within 5 business days of a request from Northwestel's CSG to validate a dispute.

If Northwestel's CSG receives a valid DIR within the 5 business day interval, Northwestel's CSG will determine the outcome of the dispute based on the end customer order confirmation requested from the Disputed IXC as in Section 4.7(f)(i) above.

If no valid DIR is provided to Northwestel's CSG within the five business day interval, the original dispute will be considered invalid.

- i) Upon receipt of the notice from Northwestel's CSG, either party may contact the CRTC.

4.8 Northwestel's CSG Procedures for Handling IXC Queries

- a) IXC shall direct its queries related to PIC transactions to Northwestel's CSG by oral, written or electronic means as agreed to by both parties.
- b) Upon receiving queries from IXC as referred to in Section 4.8(a) above, Northwestel's CSG shall make all reasonable effort to respond to end customer impact queries within one (1) business day and for other queries within forty-eight (48) hours.
- c) IXC will provide Northwestel's CSG with a contact regarding PIC inquiries.

- d) The parties recognize that in respect of any disagreement regarding the interpretation or implementation of this Schedule, either party may submit such disagreement to the CRTC for determination.

4.9 Process Maps

The Company and the IXC agree to follow the applicable Customer Migration Process Maps pertaining to PIC processing, as developed and revised from time to time, by the CRTC Interconnection Steering Committee (CISC) Business Process Working Group or its successor as determined by the CISC.

Schedule 5

Confidentiality

5.1 "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.

5.2 Confidential Information does not include 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 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 an 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.

5.3 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.
- 5.4** With respect to any of its officers, employees, agents or third parties who will be performing functions required for the provision of services under this 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.
- 5.5** 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.
- 5.6** 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.
- 5.7** 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.
- 5.8** 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 this Agreement.
- 5.9** 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.
- 5.10** This Agreement shall not be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed pursuant hereto.

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- 5.11** 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.
- 5.12** 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 5.

Employee Acknowledgement

1. {Company/IXC} (the "Disclosing Party") and {Company/IXC} (the "Recipient Party") have a valid and subsisting Agreement Specifying the Procedures of the Interexchange Carrier Group between the IXC and the Company (CSG Agreement).
2. "Confidential Information" refers to any data or oral or written information relating to interconnection of the networks of the Disclosing Party and the Recipient Party:
 - a) obtained from the Disclosing Party either directly or indirectly through the Recipient Party or 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 which the Recipient Party receives or develops in its capacity as a provider of telecommunications services 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.
 - c) Confidential Information does not include information that:
 - (i) 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;
 - (ii) is already known to the Recipient Party at the time of its disclosure by the Disclosing party free of any obligation to keep confidential;
 - (iii) is developed independently by the Recipient Party prior to or following the date of its disclosure to the Recipient Party;
 - (iv) 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;
 - (v) the Disclosing Party has given its written approval to disclose; or
 - (vi) is required to be disclosed by the Recipient Party by an 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 and each Recipient Party employee who is involved in providing the Disclosing party services related to the interconnection of the networks of the Disclosing Party and the Recipient Party (the "Employee") acknowledge and agree that the relationship between the Recipient Party and its employees is one of mutual trust and reliance.
4. The Employee acknowledges that he/she has or may have access to Confidential Information, the disclosure of any of which to the 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.
5. The Employee acknowledges and agrees 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.
6. 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.

{Company/IXC}
Recipient Party

Employee Signature

Supervisor Signature

Employee Name (Print or Type)

Supervisor Name (Print or Type)

Date