



Québec

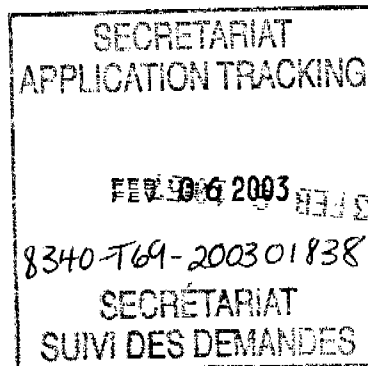
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Rimouski (Québec) G5L 7E4

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Rimouski, le 3 février 2003

*«Par télécopieur et par courrier»*



Madame Diane Rhéaume, Secrétaire générale  
Conseil de la radiodiffusion et des télécommunications canadiennes  
Les Terrasses de la Chaudière  
1, Promenade du Portage  
Hull (Québec)  
K1A 0N2

**OBJET : Entente cadre d'interconnexion  
Navigata Communications Inc.**

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Madame,

Conformément aux dispositions prévues à la décision Télécom CRTC 97-8 publiée le 1<sup>er</sup> mai 1997 et en vertu des dispositions contenues à la décision CRTC 2001-667, vous trouverez ci-joint, copie d'une entente cadre d'interconnexion intervenue entre TELUS Communications (Québec) Inc. et Navigata Communications Inc.

Nous demeurons à votre entière disposition pour tout complément d'information et vous prions de recevoir, Madame, l'expression de nos sentiments les meilleurs.

Isabelle Plante, vice-présidente adjointe  
Finance et Affaires réglementaires

p.j.

**MASTER AGREEMENT  
for  
TELUS Communications (Québec) Inc-IXC INTERCONNECTION**

**May 15, 2000 Consensus Version**

**updated with**

**Schedules 1, 2, and 4  
approved by Decision CRTC 2001-667 (October 30, 2001)**

## **INTERCONNECTION AGREEMENT**

This Agreement made effective the 22<sup>nd</sup> day of November, 2002 (the "Effective Date")

**BETWEEN** Navigata Communications Inc., a corporation duly incorporated under the laws of British Columbia, having its head office at Suite 121,949 West 3<sup>rd</sup> Street, North Vancouver, B.C., V7P 3P7 (the "IXC").

**AND** TELUS Communications (Québec) Inc , a corporation duly incorporated under the laws of Québec , having its head office at  
6 Jules-A.-Brillant, Bureau R0440,  
Rimouski (Québec), G5L 7E4 ( the "COMPANY").

WHEREAS in Telecom Decision CRTC 97-8 ("Decision 97-8") 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 the COMPANY has established procedures to ensure the confidentiality of information provided by the IXC to the COMPANY.

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 interexchange carriers. The said tariff, as amended from time to time, is subject to the approval of 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.
  - Tracking of the IXC's network access requirements, based upon forecasts provided by the IXC.
  - 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, interexchange 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. Applicable Approvals

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

## 4. 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: TELUS Communications (Québec) Inc  
General Director – Network Implementation  
6, Jules-A.-Brillant, Bureau R0440  
Rimouski (Québec), G5L 7E4

to the IXC at: Navigata Communications Inc.  
Suite 121, 949 West 3<sup>rd</sup> Street  
North Vancouver, B.C.  
V7P 3P7

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.

## **5. 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.

## **6. Changes to Procedures**

If either party 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 coordinate 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 9 will apply.

## **7. 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.

## **8. 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:

### **8.1 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 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.

## **8.2 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.

## **8.3 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.

## **8.4 Other Matters**

- (a) The parties recognize that the Commission may establish a list of qualified arbitrators in telecommunications, and agree to refer to that list in considering a possible arbitrator.
- (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 9, the parties will continue to perform their obligations under the Agreement.
- (d) This Section 9 will survive termination or expiration of the Agreement.

## **9. 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.

## 10. 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.

## 11. Applicable Law

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

## 12. Intellectual Property Rights

- (a) In this Section 13, intellectual property includes trade marks, service marks, inventions, patents, designs, copyrights, know how and trade secrets and all rights and interests or licences to use any of them.
- (b) Nothing in this Agreement shall confer or be deemed to confer on either party any rights or interests in or licences to use or to permit or cause use to be made of the intellectual property of the other party.

## 13. 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.

## 14. 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 15;



- (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 15 in any other or subsequent instance.

#### **15. 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.

#### **16. Timely Approval**

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

#### **17. 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.

#### **18. 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.

#### **19. 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.

## **20. Number and Gender**

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

## **21. Headings**

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

## **22. 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.

## **23. 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.

## **24. 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.

Telus Communications Quebec Inc.

Per:   
Authorized Signature

HUGHES BELLEY  
Name (Print or Type)

General Director – Network implementation VP Carrier Relations

Navigata Communications Inc.

Per:   
Authorized Signature

Robin Stonier  
Name Robin Stonier

## Schedule 1

### Ordering Procedures

#### 1.1 General

This Schedule, which constitutes an integral part of the Master Agreement for **TELUS Communications (Québec) Inc**-IXC Interconnection (the "Agreement"); outlines the procedures associated with the provision of access services by the COMPANY to the interexchange carrier ("IXC").

#### 1.2 Access Order Format and Guidelines

- a) Standard Access Service Request<sup>1</sup> ("ASR") forms will be used by the IXC to request access services from the COMPANY as permitted by the COMPANY's tariffs.
- b) Detailed ASR form preparation guidelines will be documented by the COMPANY in an ordering guide ("Ordering Guide") to be provided to the IXC. The Ordering Guide will follow the Access Service Order Guidelines ("ASOG") which contains established industry guidelines as recommended by the Ordering and Billing Forum ("OBF") of the Alliance for Telecommunications Industry Solutions ("ATIS").
- c) The most current version of the following ATIS documents will be used on an ongoing basis:

<u>Document Number</u>	<u>Title</u>
ATIS/OBF-ASR-000-xx	Access Service Ordering Guidelines (where "xx" is the current Version)
OBF-ASR-041	Access Service Request Mechanization Specifications

As new versions of the above ATIS documents are issued, the COMPANY will initiate negotiations with the IXC in a timely manner to implement the required changes.

- d) The Ordering Guide will provide a summary of mutually agreed to procedures and exhibits reflecting standards for the ordering of access

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

services in the Canadian environment. The COMPANY will make the guide available to the IXC and will provide updates as required on an on-going basis.

### **1.3 Order Interface**

- a) The IXC will deliver ASRs for access services to the COMPANY by written means as agreed to by the parties.

### **1.4 Provision of Order Information**

- a) In accordance with the Ordering Guide, the IXC will provide all the information on the ASR necessary for the COMPANY to provision and bill for the requested access service.
- b) The COMPANY will advise the IXC of discrepancies on ASRs as appropriate by written means, as agreed to by the parties, in mutually agreed to time frames.
- c) The IXC will provide revisions to resolve discrepancies as appropriate by written means, as agreed to by the parties, in mutually agreed to time frames.

### **1.5 Order Confirmation**

- a) The COMPANY will provide confirmation of access service requests to the IXC by written means, as agreed to by the parties, in mutually agreed to time frames.
- b) Such confirmation will contain both the IXC's and the COMPANY's order reference information in accordance with the Ordering Guide.
- c) The confirmation process will be based on the ATIS guidelines identified in Section 1.2 (c) of this Schedule and as agreed to by the parties, and will be documented in the Ordering Guide.

### **1.6 Provisioning Intervals**

- a) The date on which the COMPANY receives an ASR from the 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. Standard service intervals will be documented in the Ordering Guide for each COMPANY. The service intervals will be reviewed periodically and revised as appropriate.
- c) Where the IXC requires access service in a shorter than standard interval, the IXC will advise the COMPANY by written means of the reason for the priority. The COMPANY will document the method for requesting expedited service in the Ordering Guide.
- d) The COMPANY will use reasonable efforts to accommodate the priority request on an individual case basis, and to provide the service in accordance with the requested interval. Confirmation will be provided by the COMPANY to the IXC as identified in Section 1.5 of this Schedule.

#### **1.7 Change / Cancel Notification**

- a) The IXC will deliver order changes, revisions, and cancellations to the COMPANY by written means as agreed to by the parties.
- b) The service date of an order may be impacted depending upon the timing and nature of the change or revision.

#### **1.8 Queries**

- a) The IXC will direct queries on access service orders to the COMPANY by written means as agreed to by the parties.
- b) The COMPANY will provide instructions in the Ordering Guide for escalating unresolved queries related to ordering access services.

## Schedule 2

### Carrier Billing

#### 2.1 General

This Schedule, which constitutes an integral part of the Master Agreement for TELUS Communications (Québec) Inc -IXC Interconnection (the "Agreement"), outlines the billing arrangements associated with the provision of access services by the COMPANY to the interexchange carrier ("IXC"). Access services provided by the COMPANY include those services described in the COMPANY's tariffs.

#### 2.2 Bill Output Guidelines

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

**ATIS:**

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

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

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

#### 2.3 Bill Medium

The COMPANY will provide one copy of the bill to the IXC, free of charge, in paper format.

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

#### **2.4 Bill Content and Format**

The content and format of the COMPANY bill will follow the SECAB guidelines, except as noted in the list of differences.

#### **2.5 Bill Frequency**

The COMPANY will produce and issue a bill for each account on a monthly basis. The use of billing periods shall be determined through negotiations between the COMPANY and the IXC.

#### **2.6 Customer Service Record**

The COMPANY will produce and issue a Customer Service Record ("CSR"), the content and format of which will follow the SECAB guidelines, except as noted in the list of differences. The IXC circuit ID will be displayed on the CSR. The CSR will identify facilities and equipment provided for the IXC's use and will be issued with the monthly bill whether or not there are changes resulting from service order activity.

The CSR will be transmitted in paper format along with the bill. Additional copies of CSRs, in any format, will be made available subject to terms to be identified in the COMPANY's tariff.

#### **2.7 Account Structure**

The lowest level of the COMPANY billing account will be the Tandem switch. End office usage detail will be provided.

Separate accounts for access services may be established by service (e.g. FGB or 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 the IXC and the COMPANY will define these account structures.

#### **2.8 Usage Statistics**

The COMPANY will provide usage statistics for FGB & FGD as detailed in SECAB.



## **2.9 Test Data**

Changes to the Small Exchange Carrier Billing System (SECAB) which will alter any outputs to the Interconnector will be detailed in a test paper format. This test data will be supplied 30 days in advance of TELUS Communications (Québec) Inc system changes resulting from a SECAB change. Paper format will be supplied on the implementation of the system.

## **2.10 Retention Periods**

Bill and CSR outputs, paper , and message record details used to support usage information will be retained for a period of twelve (12) months from the date of the bill. This archived data will be used for re-transmission or reprinting only.

## **2.11 Queries**

The IXC will direct queries on access billing to the COMPANY by verbal or written means as agreed to by the parties.

## **2.13 Bill Disputes**

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

## Schedule 3

### Network Planning

#### 1.0 General

This Schedule, which constitutes an integral part of the Master Agreement for TELUS Communications (Québec) Inc-IXC Interconnection, outlines the network planning arrangements associated with the provision of access services by the COMPANY to the IXC.

The IXC and the COMPANY recognize the importance of network planning information interchange as an essential prerequisite to the orderly and cost effective implementation of switched access services.

This Schedule applies strictly to the interconnection of circuit switched networks.

From time to time it may be necessary for discussions between the IXC and the COMPANY 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 by the COMPANY of switched access service to the IXC.

This Schedule consists of three parts:

- 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

Unless otherwise specified, the terms used in this Schedule follow the definitions provided in Schedule 3 "Terms and Definitions" of the Joint Technical Committee, in accordance with the direction given in Telecom Decision CRTC 92-12, Competition in the Provision of Public Long Distance Voice Telephone Services and Related Resale and Sharing Issues ("CRTC 92-12").

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

Bellcore Special Report SR STS-000310<sup>2</sup>, "Forecasting Industry Support Interface", Issue 2, February 1989.

Bellcore Special Report SR STS-000317<sup>3</sup>, "Common Transport Trunk Group Performance Data Industry Support Interface", Issue 2, September 1990.

Bellcore Special Report SR TAP-000191<sup>4</sup>, "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 Sub-Working 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.

Bellcore Technical Reference TR-EOP-000315<sup>5</sup>, "Local Exchange Routing Guide" (LERG).

Recommended Notification Procedures To Industry For Changes In Access Network Architecture<sup>6</sup>, Issue 2, March 1991.

Minutes of the Inter-exchange Carrier Compatibility Forum (ICCF) Availability Workshops.

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<sup>2</sup> Copyright of Bell Communications Research (Bellcore)

<sup>3</sup> Copyright of Bell Communications Research (Bellcore)

<sup>4</sup> Ibid.

<sup>5</sup> Copyright of Bell Communications Research (Bellcore).

<sup>6</sup> Accepted and approved at ICCF 22, March 1991.

## Part 1

### Forecast Format and Process

#### 2.0 General

This Part 1 sets out the procedure for the periodic issuance of access service forecasts by the IXC to the COMPANY.

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

#### 3.0 Concepts and Principles

Forecasting is the process of converting predicted demand to requirements for network trunking 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 the IXC and the COMPANY. Each party will provide the other with advance notice of changes to its network in conformity with applicable Commission decisions, directives, and orders. Such notice shall be given in a co-operative and mutually beneficial manner. The parties shall work together to make reasonable efforts to maintain compatibility of their networks.

#### 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.

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

The IXC will provide timely, and as accurate as possible, forecasts to enable the COMPANY to plan and provision the access network.

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

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

Forecasts are not binding. The COMPANY does not guarantee the availability of facilities to accommodate the IXC forecasted requirements, nor does the IXC guarantee it will order the forecasted services.

#### 4.1 Frequency

The 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, or until steady state is reached, it would be advisable that the IXC provide trunk forecasts every quarter.

Steady state is reached when the forecast reaches a certain level of certainty mutually agreed to by the parties.

If trunk forecasts are provided on a quarterly basis, there must be mutual agreement to migrate to bi-annual forecasts.

#### 4.2 Content

The IXC will provide a set of forecasts for each of its Points Of Presence ("POP").

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

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

In some cases, and as mutually agreed upon by the COMPANY and the IXC, the IXC will provide End Office switch to Access Tandem forecasts.

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

Each item of data in a forecast detail line 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 the field becomes relevant.

The forecast will cover the current year trunk requirements plus a 4 year projection. Section 4.1 will be considered in determining the number of trunk forecasts in a year.

#### 4.3 Transmittal

Forecast information exchange media should be established and agreed between the IXC and the COMPANY.

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

Appendix 1 - Inter-exchange Carrier Forecast Input Form

1 INTEREXCHANGE CARRIER :		2 CONTACT NAME :				3 CONTACT PHONE :				4 ISSUE DATE :				
5 ACCESS SERVICE PROVIDER :														
6 POP :		7 ADDRESS :							9 PROVINCE :					
OFFICE A	OFFICE Z	SIG	DIR	ALTERNATE ROUTE	PY	CY	CY+1	CY+2	CY+3	CY+4	RQD MTH	FG	MODIFIER	REMARKS
10	11	12	13	14	15	16	17	18	19	20	21	22	23	24

**Appendix 2 - Guidelines for Preparation of Inter-exchange Carrier Forecast Input Form**

	FIELD NAME	DESCRIPTION	FORMAT	EXAMPLE
1	INTER-EXCHANGE CARRIER	Name of company requesting access service.	X(30)	AT&T CANADA
2	CONTACT NAME	Name of the person issuing the forecast on behalf of the Inter-exchange Carrier.	X(25)	JOHN SMITH
3	CONTACT PHONE	Telephone number of the person issuing the forecast on behalf of the Inter-exchange Carrier.	9(10)	(416)555-1234
4	ISSUE DATE	Date the forecast was issued.	9(6)	12/25/92
5	ACCESS SERVICE PROVIDER	Name of company access service is requested from.	X(30)	BELL ONTARIO
6	POP	The CLLI of the Point of Presence.	X(11)	TOROON9906A
7	ADDRESS	Civic address of the Point of Presence.	X(40)	123 LONG ST.
8	CITY	Name of the city in which the Point of Presence is located.	X(30)	TORONTO
9	PROVINCE	Name of the province in which the Point of Presence is located.	X(20)	ONTARIO
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)	TOROON6203T
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)	TOROON9906A
12	SIG	Alphanumeric characters that identify the type of signalling; where MF is Multi-frequency, CCS7 is CCS7.	X(4)	CCS7
13	DIR	Two letters that identify whether the trunk group is 1 way or 2 way.	X(2)	1W
14	ALTERNATE ROUTE	The CLLI of the Office through which alternate route or overflow traffic is routed.	X(11)	TOROON8715T
15	PY	The previous year circuit quantity.	9(5)	123
16	CY	The current year forecasted circuit quantity.	9(5)	234
17	CY+1	The current year + 1 forecasted circuit quantity.	9(5)	345
18	CY+2	The current year + 2 forecasted circuit quantity.	9(5)	456
19	CY+3	The current year + 3 forecasted circuit quantity.	9(5)	678
20	CY+4	The current year + 4 forecasted circuit quantity.	9(5)	789
21	RQD MTH	Two numbers that identify the month the augments are	9(2)	07



	FIELD NAME	DESCRIPTION	FORMAT	EXAMPLE
		required based on exhaust of the existing circuit capacity.		
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)	A
23	MODIFIER	Used to supply supplementary information to provide identification for certain trunk functions.	X(7)	WATS
24	REMARKS	Remarks contain additional information which might help to clarify the access service requirements.	X(40)	

## Part 2

### Common Transport Trunk Group Performance Data Format and Process

#### 5.0 General

This Part 2 sets out the format and process for the periodic issuance of common transport trunk group performance data, also known as trunk group servicing data. This information is to be passed from the COMPANY to the IXC.

The parties acknowledge and agree that a common transport trunk group refers to that portion of the COMPANY 's toll connecting network which carries its traffic and the IXC's 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 inter-exchange traffic.

#### 6.0 Concepts and Principles

The IXC and the COMPANY recognize the importance of network information interchange as an essential pre-requisite to the orderly and cost effective implementation of switched access service.

The goal for the COMPANY and the 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.

The Common Transport Trunk Group Performance Data, as defined in Appendices 1 and 2 to Part 2 of this Schedule, will be furnished to the IXC by the COMPANY (via the Carrier Services Group, if applicable) once per month if common trunk group blocking exceeds a predetermined threshold.

It is anticipated that the COMPANY 's common transport trunk group performance data will be provided on the form reproduced in Appendix 1

to Part 2 of 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 the IXC in Appendix 1.

#### 6.1 Common Transport Trunk Group Performance Data

The issuance of the Common Transport Trunk Group Performance Data Form is to provide the IXC with the assurance that the COMPANY is servicing those common transport trunk groups that exceed the provisioning threshold. Therefore, the COMPANY will issue the Common Transport Trunk Group Performance Data Form, once per month, to the IXC when the grade of service has not been met. The grade of service referred to is the one specified in the Schedule 1 "Inter-carrier Interface Specification" (Parts 1 to 5) of the Joint Technical Committee, in accordance with the direction given in CRTC 92-12.

#### 6.2 COMPANY 's Switch to IXC's Point of Presence Trunk Groups

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

Appendix 1 - Access Service Provider Common Transport Trunk Group Performance Data Form

1 ACCESS SERVICE PROVIDER :			2 CONTACT NAME :					3 CONTACT PHONE :					4 ISSUE DATE :	
TOSN	OFFICE A	OFFICE Z	SIG	DIR	TRKS IS	AVG BLKG	BSY HR	VAL DAYS	BLKG OBJ	CNS PRD	STUDY DATE	REMARKS	ISSUE DATE	
5	6	7	8	9	10	11	12	13	14	15	16	17		

**Appendix 2 - Guidelines for the Preparation of the Common Transport Trunk Group Performance Data Input Form**

NO.	FIELD NAME	DESCRIPTION	FORMAT	EXAMPLE
1	ACCESS SERVICE PROVIDER	Name of Company providing access service.	X(30)	ED TEL
2	CONTACT NAME	Name of the person issuing the trunk group performance data on behalf of the Access Service Provider.	X(25)	JOHN SMITH
3	CONTACT PHONE	Telephone number of the person issuing the trunk group performance data on behalf of the Access Service Provider.	9(10)	(416)555-1234
4	ISSUE DATE	Date the trunk group performance report was issued.	9(6)	12/25/92
5	TGSN	Trunk Group Serial Number; identifies the unique record number of the trunk group record.	X(9)	123456789
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)	TOROON6203T
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)	TOROON9906A
8	SIG	Alphanumeric characters that identify the type of signalling; where MF is Multi-frequency, CCS7 is CCS7.	X(7)	CCS7
9	DIR	Two letters that identify whether the trunk group is 1 way or 2 way.	X(2)	2W
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 an IXC and the interconnecting COMPANY, and (ii) the common transport trunk group carries the IXC specific traffic only.	9(4)	1234
11	AVG BLKG	Blocking; identifies the study period average blocking for the trunk group.	99.99	10.25
12	BSY 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 hour military time.	9(2)	20
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)	18
14	BLKG OBJ	Design Blocking Criteria; identifies the trunk group Design Blocking Objective.	.999	.010
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)	02
16	STUDY DATE	Study Period Date; identifies the month, day and year of the study period.	MM/DD/YY	09/21/93
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)	AUGMENT PENDING 01/15/94

## Part 3

### Network Architecture Information Interchange Format and Process

#### 7.0 General

This Part 3 sets out the format and process for the periodic issuance of network architecture change information by the COMPANY to the IXC.

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

#### 8.0 Concepts and Principles

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

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

#### 9.0 Network Architecture Information Format and Process

##### 9.1 Format and Content

Appendices 1 and 2 to Part 3 of this Schedule define the format and content of information that will be provided by the COMPANY to the IXC on a periodic basis for the purpose of planning and forecasting the access network.

Each party will provide the other with advance notice of changes to its network in conformity with applicable Commission decisions, directives, and orders.

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 signalling capabilities, etc.

## 9.2 Frequency

The COMPANY shall 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, the COMPANY will provide updates to its network architecture information, reflecting changes to its network plans, as of March 31 and September 30 of each year.

## 9.3 Transmittal

Network architecture information interchange media should be established and agreed between the COMPANY and the IXC.

It is anticipated that the COMPANY 's network architecture information will be provided on the form included as Appendix 1 to Part 3 of 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 the IXC in Appendix 1.

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

## 10.0 Local Calling Area Information

In order to enable the orderly and cost effective planning of the interconnection network, the COMPANY shall provide early notification of changes to local calling area boundaries to the IXC. Appendix 2 defines the format and content of the local calling area information that will be provided to the IXC by the COMPANY on a periodic basis.





**Appendix 1B - Guidelines for Preparation of the COMPANY Network Architecture Form**

NO.	FIELD NAME	DESCRIPTION	FORMAT	EXAMPLE
1	CLEC	Name of CLEC providing this network architecture.	X(30)	Videotron
2	CONTACT NAME	Name of the person issuing the network architecture data on behalf of the CLEC.	X(25)	JOHN SMITH
3	CONTACT PHONE	Telephone number of the person issuing the network architecture on behalf of the CLEC.	9(10)	(416)555-1234
4	ISSUE DATE	Date this network architecture was issued.	9(6)	01/15/93
5	ACCESS TANDEM	The CLLI of the CLEC's Access Tandem.	X(11)	WNPGBM0104T
6	ADDRESS	Civic address of Access Tandem.	X(40)	640 CORYDON AVENUE
7	CITY	Name of the city in which the Access Tandem is located.	X(30)	WINNIPEG
8	PROVINCE	Name of the province in which the Access Tandem is located.	X(20)	MANITOBA
9	POINT CODE	The CCS7 Point Code assignment for this Access Tandem; including network I.D., Cluster Code, and Cluster Number.	9(9)	245 251 004
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)	FT. ROUGE
11	EFFECTIVE DATE	Date the network architecture is effective.	9(6)	01/01/94
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)	TORONTO-SIMCOE DS4
13	CLLI	The CLLI of the End Office switching entity which homes on the Access Tandem indicated in 5 above.	X(11)	TOROON66DS4
14	CIVIC ADDRESS	Civic address of the End Office switching entity.	X(25)	123 SHORT ST.
15	TECH TYPE	Alphanumeric characters that identify the type of technology for this switching entity.	X(7)	DMS-100
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)	94 02
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)	94 11
18	REPL TECH	Alphanumeric characters that identify the type of technology for this switching entity will be replaced by.	X(7)	DMS-100
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)	TOROON97DS1
20	EAS NAME	The name of the EAS (free calling) area in which this switching entity resides.	X(25)	TORONTO
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)	TOROON9906T
22	OPTR SVCS	The CLLI of the class 4 switch which performs the operator services function for this switching entity.	X(11)	TOROON9812T
23	CCS7 DATE	The year and month when this switching entity will be equipped with FG D/CCS7 signalling capability. For offices already	9(4)	9406

NO.	FIELD NAME	DESCRIPTION	FORMAT	EXAMPLE
		equipped with CCS7 signalling, field will show the date FG D/CCS7 is made generally available to Interexchange Carriers.		
24	POINT CODE	The CCS7 point code assignment for this switching entity; including Network I.D., Cluster Code, and Cluster Member.	9(9)	245 123 456
25	NPA	The Numbering Plan Area code used to identify the first three digits of the destination code for this switching entity.	9(3)	905
26	NXX	The central office code(s) used to identify the 4th to 6th digits of the destination code for this switching entity.	9(3),9(3),...	234,235,236
27	NAS	Network Access Services. NAS will be updated once per year, normally reflecting year end actuals.	9(6)	123456
28	% TTNE	TouchTone penetration. TouchTone penetration will be updated once per year, normally reflecting year end actuals.	99.9	90.4
29	EEA READY	The year and month when this switching entity will be equipped with FG D signalling capability. For offices already equipped with FG D, field will show the date FG D is made generally available to Interexchange Carriers.	9(4)	9406
30	REMARKS	Remarks contain additional information which help to clarify/expand upon plans for this switching entity.	X(40)	REHOME ONTO TOROON9913T

**Appendix 2A - COMPANY LOCAL CALLING AREA Information Form**

1 CLEC :				3 ISSUE DATE :
2 CONTACT NAME :			4 CONTACT PHONE :	
5 LOCAL CALLING AREA	6 EFFECTIVE DATE	7 ADJACENT SITES		8 EFFECTIVE DATE

**Appendix 2B - Guidelines for Preparation of CLEC Local Calling Area Information Form**

NO.	FIELD NAME	DESCRIPTION	FORMAT	EXAMPLE
1	CLEC	Name of CLEC providing this Local Calling Area (LCA).	X(30)	Telebec
2	CONTACT NAME	Name of the person issuing LCA information on behalf of the CLEC.	X(25)	JOHN SMITH
3	ISSUE DATE (MM/DD/YY)	Date this LCA Information was issued.	9(6)	01/01/93
4	CONTACT TELEPHONE	Telephone number of the person issuing the LCA information on behalf of the CLEC.	9(10)	(204)555-1234
5	LOCAL CALLING AREA	The ILEC exchanges within the CLEC's LCA.	X(40)	HECLA, RIVERTON, VIDIR, etc
6	EFFECTIVE DATE (YY/MM)	The year and month when the LCA will be established.	9(4)	9307
7	ADJACENT SITES	The two adjacent ILEC exchanges within the CLEC's LCA.	X(40)	HECLA/GIMLI
8	EFFECTIVE DATE (YY/MM)	The year and month when Adjacent Sites will be included in the CLEC's LCA.	9(4)	9307

## Schedule 4

### PIC Information Processing

#### 4.1 General

- a) This Schedule, which constitutes an integral part of the Master Agreement for TELUS Communications (Québec) Inc-IXC Interconnection ("the Agreement"), outlines the procedures for the processing of transactions between the COMPANY and the IXC related to the selection of a Primary Interexchange Carrier ("PIC") by a customer for access service, and associated with the exchange of PIC information between the COMPANY and the IXC. Unless otherwise specified in this Schedule, the provisions of this Schedule shall apply to both the COMPANY and the IXC as well as their agents and employees.
- b) For the purpose of this Schedule, the term "customer" shall be defined as follows:
  - i) Consistent with Telecom Order CRTC 99-379, where the COMPANY 's access service is sold to a CRTC-registered reseller who, in turn, resells the COMPANY 's access service to another party, the "customer" shall be defined to be the reseller.
  - ii) In all other cases, the "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 is the person named on the COMPANY 's customer account, or his or her agent, such as an authorized adult member of the household. An agent must have authority from the customer to act on the customer's behalf; and
    - in the case of a business customer, is the business entity. The business may designate any individual to act as its representative, and may change its named representative at any time.

#### 4.2 Procedures for Establishing a PIC Processing Account with the COMPANY

- a) To permit the processing of the IXC's PIC transactions, the IXC shall complete an Access Customer Accounts Record Exchange ("CARE") Profile. The contents of the Access Customer CARE Profile are specified in the COMPANY 's PIC/CARE Access Customer Handbook ("COMPANY 's 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 the COMPANY at least sixty (60) calendar days prior to the IXC's requested date for commencement of PIC processing by the COMPANY. This time interval may be extended if the COMPANY has never entered into a prior Master Agreement for TELUS Communications (Québec) Inc-IXC Interconnection.
- c) If, after commencement of delivery of PIC transactions to the COMPANY, there are any material changes in the information provided in the profile described in Section 4.2 (a) above, the IXC shall provide updates to the COMPANY in writing, at least thirty (30) calendar days prior to requested date of implementation of the changes.

#### **4.3 Exchange of PIC Transactions between the COMPANY and the IXC**

##### **4.3.1 Location of Exchange**

- a) The location for exchange of information may be a civic address for delivery or an electronic mailbox address for electronic delivery.
- b) The IXC and the COMPANY shall exchange PIC transactions at the COMPANY's facility at the location(s) or electronic address(es) specified in the COMPANY's Handbook.
- c) The location(s) for exchange of PIC transactions may be modified by the COMPANY, provided that notice of the change is received by the IXC at least ninety (90) calendar 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 this Agreement.

##### **4.3.2 Exchange Interval**

The opportunity to deliver PIC transactions to either party shall occur at least once per business day, except for certain calendar dates within the year as agreed to by the parties. Frequency of delivery of PIC transactions per day may differ between the COMPANY and the IXC. The time of day for exchange of PIC transactions shall be as agreed to by the parties.

#### **4.3.3 Exchange Medium**

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

#### **4.3.4 PIC Processing Charges**

Any charges related to PIC processing are outlined and described in the COMPANY 's approved tariff.

#### **4.4 Services Subject to PIC Selection**

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

#### **4.5 COMPANY Consumer Safeguards**

- a) With the exception of PIC changes resulting from the transfer of a customer base between interexchange carriers due to a merger or acquisition<sup>7</sup>, the IXC or its agents shall obtain the customer's authorization to act on the customer's behalf prior to submitting to the COMPANY any requests for PIC subscription orders or information about the customer's access services subject to Sections 4.5 (b) and (c) below, with the exception of information about access services already selected to the IXC. Information provided about the customer's access services shall be the information defined in Sections 4.6.1 and 4.6.6 of this Schedule.
- b) Whenever the IXC or its agent initiates a contact during which a subscription is obtained, customer order confirmation is required. The customer confirmation, as defined in Section 4.5 (c) below, must be obtained prior to submitting a PIC subscription order to the COMPANY. One of the following

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<sup>7</sup> Refer to Section 4.5(e) for details.

four methods of customer order confirmation shall apply:

- i) obtain the customer's written order confirmation;
  - ii) obtain the customer's oral order confirmation verified by an independent third party;
  - iii) obtain the customer's electronic order confirmation by the use of a toll-free number; or
  - iv) obtain the customer's electronic order confirmation, via the Internet.
- c) The customer order confirmation must represent a clear statement regarding the 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) customer billing name and address and, for business 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 customer confirms that all telephone numbers associated with the BTN are to be subscribed to the PIC;
  - iv) date of customer order confirmation; and
  - v) choice of PIC as evidenced by customer signature, third party attestation or electronic equivalent as referenced in Section 4.5 (b) (i), (ii), (iii), and (iv) above, respectively.
- d) The following terms and conditions apply to each form of customer order confirmation:
- i) Written Order Confirmation

The customer's signature on a document which clearly states that the customer's service will be transferred to the IXC constitutes confirmation of the service order.

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

- 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 the IXC or its agents. The 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 the IXC or any affiliates of the 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 a customer, representatives of the IXC are permitted to transfer the 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 customer, and must confirm the information set out in Section 4.5 (c) (i)-(iv) with that person.

If a 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)-(v), accompanied by certification by the IXC that the transcribed record is an accurate representation of the customer order confirmation. The certification must also include the name of the independent third party organization who contacted the customer and the date that the independent third party contacted the customer.

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

The IXC must provide toll-free access to the customer for the purpose of accessing an electronic order confirmation system.

In the course of contact with a customer, representatives of the IXC are permitted to transfer the customer directly to the electronic order confirmation system to complete the confirmation.

If the 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 customer identity before the confirmation is processed.

Calls to the toll free number will connect the customer to an interactive voice response ("IVR") unit (or a touch tone pad input device or a similar device) which will record the following information: automatic recording of the working telephone number to be subscribed to the PIC (or evidence of further security measures as required to verify customer identity), date and time, and PIC to confirm the customer's choice of IXC. The IVR system must require the customer to take some action (e.g., pressing a key on their dial pad) to positively confirm the service order.

If a 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)-(v), accompanied by a certification from the IXC that the transcribed record is an accurate representation of the customer order confirmation.

iv) Electronic Order Confirmation via the Internet

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

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

The IXC may use another form of "off-line" or "on-line" identification (e.g., toll-free number or customer password sent to the billing address) in order to further verify the authenticity of the customer and to confirm the 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 customer that they are the authorized account-holder for their telephone service.

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

If a 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)-(v), accompanied by a certification from the IXC that the transcribed record is an accurate representation of the customer order confirmation.

- e) As per Telecom Decision CRTC 95-5, 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 an interexchange carrier, an interexchange carrier is required only to notify customers of the change. The acquiring interexchange carrier must send a notification to the individual customers, within ninety (90) days, that includes, among other information, details of the impact, if any, on the customer's service, including any change in rates, billing frequency, contract

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

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

#### **4.6 PIC Processing Procedures for the COMPANY**

PIC-related transactions between the COMPANY and the 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 the COMPANY are based on the guidelines contained in the CARE Industry Support Interface ("CARE ISI") Document implemented by the COMPANY 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 CARE specification within the CARE ISI Document.

##### **4.6.2 Transactions Supported by the COMPANY**

The COMPANY shall support PIC transactions which shall include, but shall not be limited to, the following:

- a) the ability to initiate subscriptions for a customer's working telephone number (WTN);
- b) the ability to initiate subscriptions for a customer's billing telephone number (BTN);
- c) the ability to initiate a de-subscription for a customer's WTN;
- d) the ability to request reconciliation of a customer of the IXC against the COMPANY 's 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**

The COMPANY shall accept PIC-related subscription orders from the IXC prior to the due date of each order as outlined in the COMPANY 's Handbook.

#### **4.6.4 Stale-Dated Orders**

PIC subscriptions received by the COMPANY from the IXC more than ninety (90) calendar days after the customer order authorization date or order confirmation date, whichever is applicable as specified in Section 4.5, shall be rejected by the COMPANY as an expired order. The COMPANY shall notify the IXC accordingly.

#### **4.6.5 Resolution of Conflicting Subscription Requests of PIC Selection Information**

- a) When the COMPANY receives valid subscription orders for the same working telephone number from more than one interexchange carrier, the following procedures will be used to determine which order takes precedence:
  - i) when the respective dates of customer authorization on the orders are different, the order with the most recent customer authorization shall take precedence; and
  - ii) when the respective dates of customer authorization on the orders are the same, the customer will remain with the current long distance provider.
- b) In each case described in Section 4.6.5 (a) above, the COMPANY will inform each interexchange carrier 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 the IXC's customer file and the COMPANY 's switch database file, the COMPANY 's switch database file shall prevail.

#### **4.6.6 COMPANY 's PIC/CARE Access Customer Handbook**

- a) Canada-specific and company-specific variations to the CARE ISI Document are specified in each competitive local exchange carrier's PIC/CARE Access Customer Handbook, which provides detailed procedures for the processing of PIC transactions by the competitive local exchange carrier in the Canadian

environment. The COMPANY shall make the COMPANY 's Handbook available to the IXC.

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

#### **4.6.7. PIC Transaction Validation**

- a) The COMPANY shall validate PIC transactions, as well as individual fields within PIC transactions. Transactions not satisfying the validation criteria shall be rejected. 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 the COMPANY 's Handbook.
- b) When the COMPANY rejects a PIC transaction from the IXC, the COMPANY LEC shall provide the 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 COMPANY 's Handbook.

#### **4.6.8 Service Objective Time Frames of the COMPANY**

- a) The COMPANY service objective time frames for the completion of PIC subscriptions and de-subscriptions are provided in the COMPANY 's Handbook.
- b) The service objective time frames documented in the COMPANY 's Handbook shall be reasonable and shall not unduly disadvantage the 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 the IXC exceeds the capacity of the COMPANY processing and provisioning systems, as defined in the COMPANY 's Handbook, the COMPANY shall not be held responsible for any failure to process excess orders within the agreed upon time frames.
- d) The IXC shall notify the COMPANY in writing when it has concerns about the COMPANY 's performance with respect to the service objective time frames.
- e) Upon receiving written notification from the IXC regarding concerns as referred to in Section 4.6.8 (d) above, the COMPANY shall make all reasonable efforts to expediently rectify the problem and will provide a written response.

#### **4.6.9 Confirmation and Rejection of PIC Transactions to the IXC**

- a) For successful PIC transactions, the COMPANY shall make every reasonable effort to provide the IXC with confirmation of each completed subscription or de-subscription, at least once per day, normally within:

One business day(s) 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 access service; or

THREE business day(s) 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 the IXC's PIC subscription order.

- b) For rejected PIC transactions, the COMPANY will notify the IXC of each rejected transaction, normally within one (1) business day of the rejection, based upon the record rejection criteria as referenced in Section 4.6.7 above.

#### **4.7 COMPANY Procedures for PIC Change Dispute Resolution**

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

- a) The COMPANY shall be responsible for the resolution of disputes concerning its customer's PIC changes, whether identified by a customer of the COMPANY or by an interexchange carrier on behalf of the customer.
- b) Where the customer contacts the COMPANY to report a PIC change dispute, the COMPANY must:

- i) determine whether the PIC change dispute occurred coincident with a change in local service provider (which may also be in dispute).
  - ii) if a change in local service provider did not occur, advise the customer to contact the customer's previous interexchange carrier in order to initiate the dispute and to have the customer's service restored with the previous interexchange carrier.
  - iii) if a change in local service provider occurred and is also in dispute, advise the customer to contact the customer's previous local service provider in order to have the customer's previous local and long distance services restored.
  - iv) if a change in local service provider occurred but is not in dispute:
    - resolve the PIC problem where the current PIC is a result of a PIC process initiated by the COMPANY.
    - advise the customer to contact the customer's previous interexchange carrier where the current PIC is a result of an interexchange carrier initiated PIC request.
- c) Where the customer contacts the interexchange carrier against whom the customer's complaint is directed ("Disputed IXC"), the Disputed IXC must:
- i) determine whether the PIC change dispute occurred coincident with a change in local service provider (which may also be in dispute).
  - ii) if a change in local service provider occurred and is also in dispute, advise the customer to contact the customer's previous local service provider in order to have the customer's previous local and long distance services restored.
  - iii) if a change in local service provider did not occur, or if a change in local service provider occurred but is not in dispute, advise the customer to contact the customer's previous interexchange carrier in order to have the customer's service restored with the previous interexchange carrier and to determine whether to initiate a dispute as described in Sections 4.7 (d)–(f).
- d) Where the customer contacts the interexchange carrier recording and initiating a dispute on behalf of the customer ("Initiating IXC"), the Initiating IXC must:
- i) determine whether the PIC change dispute occurred coincident with a change in local service provider (which may also be in dispute).
  - ii) if a change in local service provider occurred and is also in dispute, advise the customer to contact the customer's previous local service provider in order to have the customer's previous local and long distance services restored.

- iii) if a change in local service provider occurred, but the change is not in dispute, restore the customer's PIC through a normal PIC change request to the customer's current local exchange carrier.
  - iv) if a change in local service provider did not occur, proceed with the procedure described in Section 4.7 (e).
- e) The Initiating IXC must obtain a positive response from the 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?"
  - iv) "Do you understand that your long distance service will be restored with [Initiating IXC]?"
- f) If all of these questions are answered in the affirmative, the Initiating IXC coordinates restoration of the 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 the COMPANY.

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

- i) customer name;
- ii) working telephone number (WTN);
- iii) name of interexchange carrier representative who handled the customer complaint;
- iv) date and time of complaint; and
- v) attestation that the customer has provided oral confirmation to each of the four (4) questions in Section 4.7 (e).

In order to initiate a dispute through the COMPANY, the Initiating IXC shall provide the COMPANY with, at a minimum:

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



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

- g) Upon receiving the information set out above, the COMPANY shall record the details of the disputed PIC change, and determine the elapsed interval between the date that the disputed PIC change was implemented, and the date that the COMPANY was notified that the PIC change was in dispute.
  - i) if the elapsed interval exceeds ninety (90) calendar days, the dispute shall be considered invalid, and the COMPANY shall so advise the Initiating IXC.
  - ii) if the elapsed interval is ninety (90) calendar days or less, the COMPANY shall accept the dispute, and shall perform checks to determine the validity of the dispute including whether the customer's PIC was previously selected to the Initiating IXC.
  - iii) disputes involving PIC changes resulting exclusively and directly from the transfer of the customer base between interexchange carriers due to a merger or acquisition do not constitute valid PIC change disputes.
- h) If the dispute is determined to be valid, the COMPANY 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 customer) and inform the interexchange carriers involved of the change using the appropriate PIC transactions.
  - i) After PIC reinstatement, the COMPANY 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 customer order confirmation as defined in Section 4.5. The valid customer order confirmation must be provided to the v within fifteen (15) business days of the creation of said PIC transaction. If the Disputed IXC was acquired by another interexchange carrier subsequent to the date of the disputed PIC change, the acquiring interexchange carrier effectively becomes the Disputed IXC and assumes responsibility for the resolution of the dispute, including the provision of valid customer order confirmation.
    - ii) if the valid customer order confirmation is received within fifteen (15) business days as defined in Section 4.7 (i) (i) above, the Disputed IXC shall not be deemed to have performed an unauthorized PIC change. However, consistent with the expressed wishes of the customer, the reinstated PIC selection shall remain in effect.

- iii) if no valid customer order confirmation is received within fifteen (15) business days as defined in Section 4.7 (i) (i) above, the Disputed IXC shall be deemed to have performed an unauthorized PIC change and will be assessed such charges as specified in the COMPANY 's tariff.
- iv) if the customer order confirmation is received within fifteen (15) business days as defined in Section 4.7 (i) (i) above, but the COMPANY determines that the 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.
- j) In the event that the Disputed IXC challenges the validity of the dispute, the Disputed IXC will provide a written request to the COMPANY, which includes evidence that the dispute may not be valid, within the fifteen (15) business day period as defined in Section 4.7 (i) (i) above. This request does not eliminate the need, nor extend the deadline, for the Disputed IXC to provide the COMPANY with a valid customer order confirmation per Section 4.7 (i) (i) above.
- k) If the COMPANY receives a dispute challenge within the fifteen (15) business day period in Section 4.7 (i) (i), the COMPANY will request a DIR from the Initiating IXC.

The DIR shall be made available by the Initiating IXC to the COMPANY within five (5) business days of a request from the COMPANY to validate a dispute.

If the COMPANY receives a valid DIR within the five (5) business day interval, then the COMPANY will determine the outcome of the dispute based on the customer order confirmation requested from the Disputed IXC as in Section 4.7 (i) (i).

If no valid DIR is provided to the COMPANY within the five (5) business day interval, the original dispute will be considered invalid.

- l) The COMPANY shall monitor the volume of unauthorized PIC subscription changes generated by each interexchange carrier. If an interexchange carrier is repeatedly generating unauthorized PIC subscription changes, the COMPANY shall initiate discussions with the interexchange carrier to determine the reason for the unauthorized PIC subscription changes and request the interexchange carrier to correct any problems. An interexchange carrier who, in the COMPANY 's reasonable assessment, generates excessive unauthorized PIC subscription changes will receive notice from the COMPANY that additional authorization measures will be required to enable the processing of the interexchange carrier's PIC subscription orders. The additional authorization measures may include the requirement by the

COMPANY that the interexchange carrier provide written proof of customer confirmation to the COMPANY prior to each PIC subscription order being accepted. Upon receipt of the notice from the COMPANY, either party may contact the CRTC.

#### **4.8 COMPANY Procedures for Handling IXC Queries**

- a) The IXC shall direct its queries related to PIC transactions to the COMPANY by oral, written or electronic means as specified in the COMPANY 's Handbook.
- b) Upon receiving a query from the IXC as referred to in (a) above, the COMPANY shall make all reasonable efforts to respond to the query within a timeframe agreed to by the parties.
- c) 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 CISC.

## Schedule 5

### Confidentiality

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.
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 an obligation to hold such information confidential;
  - (b) is already known to the Recipient Party at the time of its disclosure by the Disclosing Party free of any obligation to keep confidential;
  - (c) is developed independently by the Recipient Party prior to or following the date of its disclosure to the Recipient Party;
  - (d) following its disclosure to the Recipient Party, is received by the Recipient Party without obligation of confidence from a third party which the Recipient Party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence;
  - (e) the Disclosing Party has given its written approval to disclose; or
  - (f) is required to be disclosed by the Recipient Party by any government body or agency or rule of law, provided however, that the Recipient Party shall (1) use reasonable efforts to limit such disclosure, and (2) in any event make such disclosure only to the extent so required, having first made reasonable efforts to notify the Disclosing Party of its obligation to make such disclosure.

3. The Recipient Party shall:
  - (a) use the Confidential Information solely for the purpose of facilitating the performance of this Agreement;
  - (b) not disclose or otherwise allow access to such Confidential Information to any of its directors, officers, employees, agents or third parties except those who have a need to know such Confidential Information consistent with the requirements of this Agreement and the provision of services under this Agreement;
  - (c) not disclose or otherwise allow access to Confidential Information for competitive purposes to any of its directors, officers, employees, agents or third parties except those who have a need to know such Confidential Information in order to provide services under this Agreement;
  - (d) use reasonable efforts, whether by instruction, agreement or otherwise, to treat, and cause all directors, officers, employees, agents and third parties to whom such Confidential Information is disclosed to treat as strictly confidential all such Confidential Information, which efforts shall not be less than the efforts taken to protect the Recipient Party's own valuable confidential or proprietary information that it does not wish to have disclosed.
4. With respect to any of its officers, employees, agents or third parties who will be performing functions required for the provision of services under 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. The systems used to provide services under this Agreement will, to an extent consistent with the efficient functioning of the Recipient Party's operations, be maintained and operated separately from the Recipient Party's other systems. Interfaces with these systems will be provided on an as-needed basis only. Access to these systems will be restricted through the use of appropriate sign-on procedures.
6. Additionally, all physical media on which any Confidential Information resides in the possession of an Employee shall be kept in locked offices and/or locked

desks, cabinets or other storage areas at night and on all non-business days as well as during other prolonged periods of absence.

7. Except for Confidential Information relating to a customer of the Disclosing Party for which the obligations of confidentiality shall survive indefinitely, the obligations of confidentiality shall, with respect to any particular information, survive for a period of three (3) years following disclosure of that particular information by the Disclosing Party to the Recipient Party.
8. On termination of this Agreement, each party shall return to the other all physical materials containing Confidential Information or certify that such materials have been destroyed, and shall provide an affidavit attesting to the destruction of all machine-readable materials containing Confidential Information. The material shall be returned or destroyed, as appropriate, within the shortest practicable time following termination of this Agreement.
9. Neither the Disclosing Party nor any of its representatives makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information disclosed by such party. The Disclosing Party shall not have any liability to the Recipient Party or any other person, in respect of the use of the Confidential Information, or for any errors therein or omissions therefrom, and each party assumes full responsibility for all conclusions such party derives from the Confidential Information.
10. This Agreement shall not be construed as granting or conferring any rights by licence or otherwise in any Confidential Information disclosed pursuant hereto.
11. In the event of a breach, or threatened breach, of any of the foregoing provisions, the parties agree that the harm suffered by the injured party would not be compensable by monetary damages alone and, accordingly, that the injured party shall, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach.
12. The Recipient Party agrees to indemnify and hold harmless the Disclosing Party from all direct loss, damage, liability, costs or expense which may be suffered or incurred by the Disclosing Party as a result of a claim by a third party arising directly or indirectly from breach by the Recipient Party of any of the provisions of Section 2 of this Schedule 5.

Attachment 1

Employee Acknowledgment

1. { COMPANY /IXC} (the "Disclosing Party") and { COMPANY /IXC} (the "Recipient Party") have a valid and subsisting Master Agreement for TELUS Communications (Québec) Inc-IXC Interconnection.
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. Confidential Information does not include information that:
  - (c) 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;
  - (d) is already known to the Recipient Party at the time of its disclosure by the Disclosing Party free of any obligation to keep confidential;
  - (e) is developed independently by the Recipient Party prior to or following the date of its disclosure to the Recipient Party;
  - (f) 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;
  - (g) the Disclosing Party has given its written approval to disclose; or
  - (h) is required to be disclosed by the Recipient Party by any government body or agency or rule of law, provided however, that the Recipient Party shall (1) use reasonable efforts to limit such disclosure, and (2) in any event make such disclosure only to the extent so required, having first made reasonable efforts to notify the Disclosing Party of its obligation to make such disclosure.



3. The Recipient Party 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.

NAVIGATA COMMUNICATIONS INC.

Recipient Party

Gail Van Dyck  
Employee Signature

GAIL VAN DYCK  
Employee Name (Print or Type)

Nov 22/02  
Date

Robin Stonier  
Supervisor Name

Robin Stonier  
Supervisor Name (Print or Type)