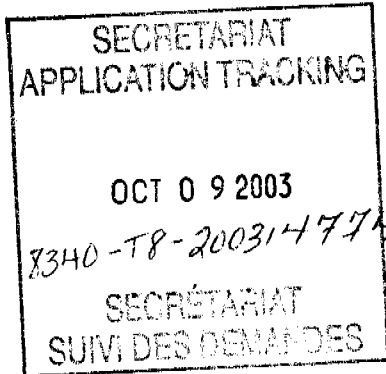


October 8, 2003

Mrs. Shireley Soehn
Executive Director,
Canadian Radio-television and
Telecommunications Commission
Ottawa, Ontario
K1A 0N2

Dear Mrs. Soehn:



Subject: Toll Interconnection Agreement between the Corporation of the City of Thunder Bay – Telephone Department and Primus Telecommunications Canada Inc

In compliance with the requirements of the Telecommunications Act and section 46 of the CRTC Telecommunications Rules of Procedure, The Corporation of the City of Thunder Bay – Telephone Department (TBayTel) files for approval, the Toll Interconnection Agreement between the Corporation of the City of Thunder Bay – Telephone Department and Primus Telecommunications Canada Inc.

This Agreement identifies the terms and conditions under which Thunder Bay Telephone (TBayTel) will provide for interconnection through trunk-side access to Primus Telecommunications Canada Inc. The Agreement details the functions and responsibilities of TBayTel's Carrier Services Group in relation to the interconnection of TBayTel's network to the facilities and equipment of Primus Telecommunications Canada Inc.

The signed Agreement filed here is specific to TBayTel and Primus Telecommunications Canada Inc. and both parties have signed the Agreement, to be effective October 1, 2003

Should there be any questions on this matter, please do not hesitate in contacting me by telephone at (807) 684-2908, by fax at (807) 623-5324, or by email at rolenick@tbaytel.com.

Yours truly,

Robert Olenick
Regulatory Analyst

TOLL

INTERCONNECTION

AGREEMENT

This Agreement made effective the 1st day of October 2003 (the "Effective Date")

BETWEEN **The Corporation of the City of Thunder Bay - Telephone Department**, a corporation duly incorporated under the laws of Ontario, having its principal place of business or registered office in the city of Thunder Bay in the province of Ontario, (hereinafter "TBayTel")

AND Primus Telecommunications Canada Inc., a corporation duly incorporated under the laws of Canada, having its registered office in the city of Etobicoke in the province of Ontario (hereinafter "PRIMUS" or "the Inter-exchange Carrier")

WHEREAS in Telecom Decision CRTC 96-6 ("Decision 96-6") the Canadian Radio-television and Telecommunications Commission (the "Commission") directed TBayTel to implement equal access, where technologically feasible.

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

WHEREAS TBayTel has established a Carrier Services Group ("CSG") to ensure the confidentiality of information provided to TBayTel by PRIMUS regarding the competitive activities of PRIMUS.

WHEREAS TBayTel has established procedures to ensure the confidentiality of information provided by PRIMUS to the Carrier Services Group.

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

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

WHEREAS TBayTel has established procedures with respect to the other functions performed by the Carrier Services Group or on its behalf including, but not restricted to, the handling of CARE records, letters of agency, and forecasts prepared by PRIMUS.

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

1. Carrier Services Group Functions

- (a) The Carrier Services Group will coordinate the delivery by TBayTel of facilities and services to PRIMUS in accordance with the Canadian Alliance of Publicly-Owned Telecommunications Systems' (CAPTS) General Tariff for interconnection with inter-exchange carriers pursuant to the terms of Decision 96-6. The said tariff, as amended from time to time, is subject to the approval of the Commission.
- (b) The Carrier Services Group will be responsible for the performance of the following functions in relation to interconnection of the network of TBayTel to the facilities and equipment of PRIMUS:
 1. The co-ordination of the delivery of services and facilities to PRIMUS.
 2. The development and marketing of services provided by TBayTel to PRIMUS, if applicable and agreed to by the parties.
 3. Tracking of PRIMUS' network access requirements based upon forecasts provided by PRIMUS.
 4. The processing and tracking of network access service requests by PRIMUS.
 5. The operation of a network provisioning interface to the facilities and equipment of PRIMUS.
 6. The reception and processing of pre-subscription orders from PRIMUS.
 7. The development and coordination of equal access arrangements.
 8. The performance of contract administration.

9. The safeguarding of all Confidential Information provided to TBayTel by PRIMUS.
 10. The provision of billing inquiry service related to invoices sent to PRIMUS from TBayTel.
- (c) The specific obligations to be undertaken by the Carrier Services Group shall be set forth in the schedules described in Section 2 below and the general nature of the functions described above shall not serve to expand those obligations. The Carrier Services Group will serve as PRIMUS' first point of contact with TBayTel with respect to the activities and services specified in paragraph (b) above.

2. TBayTel Procedures

The procedures of The Carrier Services Group with respect to receipt and processing of orders from PRIMUS, inter-exchange carrier billing, network planning in relation to services provided as a result of interconnection and processing of Primary Inter-exchange Carrier (PIC) selection from PRIMUS, 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 TBayTel:

The Corporation of the City of Thunder Bay
Telephone Department

General Manager
1046 Lithium Drive
Thunder Bay, Ontario
P7B 6G3

facsimile: (807) 623-0518

to: PRIMUS: Primus Telecommunications Canada Inc.
Irma Dulay
Senior Manager, Carrier Relations
#400 – 5343 Dundas Street West
Etobicoke, Ontario
M9B 6K5

facsimile: (416) 207-7125

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 to this Agreement proposes to make any changes to its operations, services or systems which will materially affect the procedures specified in the Schedules, the party making such changes shall give the other party prior notification and shall co-ordinate such changes with the other party. In those instances in which such changes require modification of any of the Schedules, the party making such changes shall consult the other party prior to making any such change and in the event such other party does not agree to the changes, the provisions of Section 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 other party in question of the right to refer to any of the above circumstances as reason for relieving it of responsibility for failure to perform an 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. The location of the arbitration will also be agreed upon by the parties.

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 sixty (60) days written notice to the other party.

11. Applicable Law

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

12. Intellectual Property Rights

- (a) In this Section 12, intellectual property includes trade marks, service marks, inventions, patents, designs, copyrights, know how and trade secrets and all rights and interests or 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 14;
 - (ii) Be relied upon as a consent or waiver to or of any other breach or default of the same or any obligations;
 - (iii) Constitute a general waiver under this Agreement; or
 - (iv) Eliminate or modify the need for a specific consent or waiver pursuant to this Section 15 in any other or subsequent instance.

15. Timely Approval

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

16. 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.

17. 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.

18. 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.

19. Number and Gender

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

20. Headings

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

21. Amendments

No amendments or additions to this Agreement shall be valid unless in writing and signed by the proper signing officials of the parties, provided however, that nothing

herein shall restrict either party from modifying its tariffs subject to applicable regulatory approvals.

22. Interpretation in the Event of Conflict

In the event of a conflict between: (i) the applicable tariffs of TBayTel 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.

23. 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.

TBAYTEL

PRIMUS Telecommunications Canada Inc.

Per: 
Authorized Signature

Per: 
Authorized Signature

Phill G. Comrie
Name

Edmund Chislett
Name

General Manager
Title

President
Title

Per: _____
Authorized Signature

Name

Title

Ordering Procedures

Schedule 1 - Ordering Procedures

Ordering Procedures

1.1 General

This Schedule, which constitutes an integral part of the Toll Interconnection Agreement (the "Agreement"), outlines the procedures associated with the provision of access services by TBayTel to PRIMUS.

1.2 Access Order Format and Guidelines

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

1.3 Order Interface

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

1.4 Provision of Order Information

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

Ordering Procedures

1.5 Order Confirmation

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

1.6 Provisioning Intervals

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

1.7 Change/Cancel Notification

- a) Changes, revisions or cancellations of orders will be delivered from PRIMUS to TBayTel by written or electronic means as agreed to by the parties.

Ordering Procedures

- b) Depending upon the timing and nature of the change or revision, the service date may be impacted.

1.8 Queries

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

Schedule 2 - Carrier Billing

2.1 General

This Schedule, which constitutes an integral part of the Toll Interconnection Agreement (the "Agreement"), outlines the billing arrangements associated with the provision of access services by TBayTel to PRIMUS. Access services provided by TBayTel include those services described in the Canadian Alliance of Publicly-Owned Telecommunications Systems' (CAPTS) General Tariff and TBayTel's tariffs as applicable.

2.2 Billing Output

TBayTel will follow established industry practices where applicable.

2.2.1 Bill Medium

TBayTel will provide monthly, free of charge, one copy of the bill to PRIMUS, to be transmitted in paper format.

Additional copies of the bill(s) will be made available subject to terms to be identified in the CAPTS' General Tariff.

2.2.2 Bill Content and Format

TBayTel will provide a paper copy of the bill(s) containing information on access services provided to PRIMUS by TBayTel.

2.2.3 Bill Frequency

TBayTel will produce and issue a bill for each account on a monthly basis. Up to ten billing periods may be utilized to produce the bills. Billing periods will be determined through negotiations between TBayTel and PRIMUS.

2.2.4 Service Record Information

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

Service Record Information will be transmitted in paper format along with the bill(s). Additional copies of this information will be made available subject to terms to be identified in the CAPTS' General Tariff.

2.2.5 Account Structure

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

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

2.2.6 Usage Statistics

Usage statistics for FGD will be provided by TBayTel.

2.2.7 Test Data

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

2.3 Retention Periods

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

2.4 Queries

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

2.5 Bill Disputes

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



Schedule 3 – Network Planning

This Schedule of the Toll Interconnection Agreement on network planning consists of three documents:

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

SCHEDULE 3
NETWORK PLANNING

Part 1

Forecast Format and Process

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1.0 Revision History

Date	Issue	Comments
	1	Original Release

2.0 General

This Part 1 of Schedule 3 of the Agreement Specifying the Procedures of the Inter-Exchange Carrier Group sets out the procedure for the periodic issuance of access service forecasts by PRIMUS to TBayTel.

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

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

3.0 Concepts and Principles

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

Forecasting is the process of converting predicted demand to 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 PRIMUS and TBayTel. Changes to either TBayTel's network plans or PRIMUS' network plans, that may impact the interconnection, should be submitted as soon as possible.

4.0 Forecast Format and Process

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

TBayTel will evaluate all forecasts and build the appropriate combination of switching and trunking systems to be able to incorporate PRIMUS' requirements, using expected call routing patterns, along with the design level of blocking.

PRIMUS will provide timely, and as accurate as possible, forecasts to enable TBayTel to plan and provision the access network.

Forecasts are provided by PRIMUS to TBayTel to enable TBayTel to plan its network to be able to incorporate PRIMUS' access service requirements. Forecasts are not intended to supersede the ordering process but rather to accomplish the following:

- (i) Provide input to TBayTel switch provisioning process, e.g. trunk terminations;
- (ii) Provide input to TBayTel facility planning process;
- (iii) Provide early notification of budgetary requirements;
- (iv) Reduce the potential need for special (short interval) construction;
- (v) Communicate important information for TBayTel to determine its future plant utilization.

Forecasts are not binding; TBayTel does not guarantee the availability of PRIMUS' forecasted requirements, nor does PRIMUS guarantee they will order the forecasted services.

4.1 Frequency

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

PRIMUS will provide a set of forecasts for each of its Points of Interconnection (POIs).

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

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

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

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

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

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

A detailed description of the format and content of the trunk forecast is provided in Appendices 1 and 2 to this Part 1 of this Schedule 3.

4.3 Transmittal

Forecast information exchange media should be established and agreed upon between PRIMUS and TBayTel.

Initially, it is anticipated that PRIMUS' forecasts will be provided on the form provided as Appendix 1 to Part 1 of this Schedule 3. As the interface evolves, it is expected that the forecast data will be made available in machine-readable format.

5.0 References

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

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

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

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

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

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

¹ Copyright of Bell Communications Research (Bellcore)

² Ibid



APPENDIX 2

Guidelines for Preparation of Interexchange Carrier Forecast Form

NO	FIELD NAME	DESCRIPTION	FORMAT	EXAMPLE
1	INTEREXCHANGE CARRIER	Name of company requesting access service.	X (30)	ABC Ltd.
2	CONTACT NAME	Name of the person issuing the forecast on behalf of the Interexchange Carrier.	X (25)	JOHN SMITH
3	CONTACT PHONE	Telephone number of the person issuing the forecast on behalf of the Interexchange Carrier.	9 (10)	(416) 555-1234
4	ISSUE DATE	Date the forecast was issued.	9 (6)	12/25/92
5	ACCESS SERVICE PROVIDERS	Name of company access service requested from.	X (30)	TBAYTEL
6	POP	The CLLI of the Point of Interconnection.	X (11)	TORCON9906A
7	ADDRESS	Civic address of the Point of Interconnection.	X (40)	123 LONG ST.
8	CITY	Name of the city in which the Point of Interconnection is located.	X (30)	TORONTO
9	PROVINCE	Name of the province in which the Point of Interconnection 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)	RMKIPQXA03T
12	SIG	Alphanumeric characters that identify the type of signalling; where MF is Multifrequency, 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 CLLLI of the Office through which alternate route or overflow traffic is routed.	X (11)	TOROCN8715T
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 required based on exhaust of the existing circuit capacity.	9 (2)	07
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)	D
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)	

SCHEDULE 3

NETWORK PLANNING

Part 2

Common Transport Trunk Group Performance Data

Format and Process

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0 Revision History

Date	Issue	Comments
	1	Original Release

0 General

This Part 2 of Schedule 3 sets out the format and process for the periodic issuance of common transport trunk group performance data, also known as trunk group servicing data, by TBayTel to PRIMUS.

A common transport trunk group is understood to mean that portion of the access network between TBayTel End Office switch and the Access Tandem that carries PRIMUS and possibly other switched access traffic.

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

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

3.0 Concepts and Principles

PRIMUS and TBayTel recognize the importance of network information interchange as an essential prerequisite to the orderly and cost effective implementation of switched access service.

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

The goal for TBayTel and PRIMUS is to provide service to meet a design objective through normal forecasting and servicing activities.

Servicing is the continuous process of:

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



4.0 Common Transport Trunk Group Performance Data Format and Process

The Common Transport Trunk Group Performance Data, as defined in Appendices 1 and 2 of this Part 2 of this Schedule 3, will be furnished to PRIMUS by TBayTel (via the Carrier Services Group), on a "threshold" exception basis, once per month.

It is anticipated that TBayTel's Common Transport Trunk Group Performance Data will be provided on the form reproduced in Appendix 1 to this Part 2 of this Schedule 3. 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 PRIMUS per Appendix 1.

4.1 TBayTel End Office Switch to TBayTel Access Tandem Trunk Groups – (Configuration not applicable)

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

4.2 TBayTel Tandem to PRIMUS' Point of Interconnection (POI) Trunk Groups – (Configuration not applicable)

The trunk groups interconnecting a TBayTel Access Tandem and a PRIMUS POI location are subject to the ordering decisions of PRIMUS. As such, the performance of these trunk groups is not addressed in this Schedule.

4.3 TBayTel End Office Switch to PRIMUS' Point of Interconnection (POI) Trunk Group

The trunk groups interconnecting a TBayTel End Office switch and a PRIMUS POI location are subject to the ordering decisions of PRIMUS. As such, the performance of these trunk groups is not addressed in this Schedule.

10 References

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

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

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

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

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

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

³ Copyright of Bell Communications Research (Bellcore)

⁴ Ibid

APPENDIX 2

Guidelines for Preparation of Common Transport Trunk Group Performance Data Form

NO	FIELD NAME	DESCRIPTION	FORMAT	EXAMPLE
1	ACCESS SERVICE PROVIDERS	Name of Access Service Providers providing access service.	X(30)	TBAYTEL
2	CONTACT NAME	Name of the person issuing the trunk group performance data on behalf of TBayTel.	X(25)	JOHN SMITH
3	CONTACT PHONE	Telephone number of the person issuing the trunk group performance data on behalf of TBayTel.	9(10)	(416) 722-1234
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)	RMKIPQXA03T
8	SIG	Alphanumeric characters that identify the type of signalling; where MF is Multifrequency, CSS7 is CSS7.	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 PRIMUS and TBayTel, and (ii) the common transport trunk group only carries PRIMUS specific traffic.	9(4)	1234
11	AVG BLKG	Blocking; identifies the study period average blocking for the trunk group.	99.99	18.25
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 hours 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



<u>NO</u>	<u>FIELD NAME</u>	<u>DESCRIPTION</u>	<u>FORMAT</u>	<u>EXAMPLE</u>
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 start 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



SCHEDULE 3

NETWORK PLANNING

Part 3

Network Architecture Information Interchange Format and Process



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1.0 Revision History

Date	Issue	Comments
	1	Original Release

2.0 General

This Part 3 of this Schedule 3 sets out the format and process for the periodic issuance of network architecture change information by TBayTel to PRIMUS.

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

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

3.0 Concepts and Principles

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

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

4.0 Network Architecture Information Format and Process

4.1 Format and Content

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

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

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

4.2 Frequency

TBayTel will provide a complete re-issue of its network architecture information, reflecting network plans as of December 31 and June 30 of each year.

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

4.3 Transmittal

Network architecture information interchange media should be established and agreed upon between PRIMUS and TBayTel.

It is anticipated that the TBayTel's network architecture information will be provided on the form provided as Appendix 1 to this Part 3 of Schedule 3. 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 PRIMUS per Appendix 1.

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

5.0 Extended Area Service (EAS) Information

EAS link (originating to terminating) information is filed in the TBayTel Tariffs. However, in order to enable the orderly and cost effective planning of the interconnection network, TBayTel shall provide PRIMUS with early notification of changes to EAS boundaries. Appendix 2 defines the format and content of the EAS information that will be provided by TBayTel to PRIMUS on a periodic basis.

6.0 References

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

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

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

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

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

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

⁵ Copyright of Bell Communications Research (Bellcore)

⁶ Accepted and approved at ICCF22, March 1991.

Appendix 1A

TBayTel Network Architecture Information Form

1 ACCESS SERVICE PROVIDER:		2 CONTACT NAME:										3 CONTACT PHONE:			4 ISSUE DATE:					
5 ACCESS TANDEM:		6 ADDRESS:										8 PROVINCE:			9 POINT CODE:		10 AT NAME		11 EFFECTIVE DATE:	
SWITCHING ENTITY NAME 12	CLLI 13	CIVIC ADDRESS 14	TECH TYPE 15	DATE IN 16	DATE OUT 17	REPL TECH 18	RDI HOST 19	EAS NAME 20	TOLL TERM 21	OPTR SVCS 22	CCS7 DATE 23	POINT CODE 24	NPA 25	NXX 26	NAS 27	% TTNE 28	EEA READY 29	REMARKS 30		

Appendix 1B

Guidelines for Preparation of Access Service Provider Network Architecture Form

NO	FIELD NAME	DESCRIPTION	FORMAT	EXAMPLE
1	ACCESS SERVICE PROVIDER	Name of Access Service Providers providing this network architecture.	X(30)	TBayTel
2	CONTACT NAME	Name of the person issuing the network architecture data on behalf of TBayTel.	X(25)	John Smith
3	CONTACT PHONE	Telephone number of the person issuing the network architecture on behalf of TBayTel.	9(10)	(418)722-1234
4	ISSUE DATE	Date this network architecture was issued	9(6)	01/15/93
5	ACCESS TANDEM	The CLLI of the TBayTel's Access Tandem.	X(11)	RMKIPQXA03T
6	ADDRESS	Civic address of Access Tandem.	X(40)	155 Cathédrale
7	CITY	Name of the city in which the Access Tandem is located.	X(30)	Rimouski
8	PROVINCE	Name of the province in which the Access Tandem is located.	X(20)	Québec.
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)	01/01/97
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)	Gaspé
13	CLLI	The CLLI of the End Office switching entity which homes on the Access Tandem indicated in 5 above.	X(11)	GASPPQXQDS1
14	CIVIC ADDRESS	Civic address of the End Office switching entity.	X(25)	11, Adams 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)	95-12
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)	

NO	FIELD NAME	DESCRIPTION	FORMAT	EXAMPLE
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)	GASPPQXQDS1
20	EAS NAME	The name of the EAS (free calling) area in which this switching entity resides.	X(25)	Gaspé
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)	RMKIPQXA03T
22	OPTR SVCS	The CLLI of the class 4 switch which performs the operator services function for this switching entity.	X(11)	RMKIPQXA03T
23	CCS7 DATE	The year and month when this switching entity will be equipped with FG D/CCS7 signalling capability. For offices already equipped with CCS7 signalling, field will show the date FG D/CCS7 is made generally available to Interexchange Carriers.	9(4)	9406
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)	418
26	NXX	The central office code(s) used to identify the 4 th to 6 th digits of the destination code for this switching entity.	9(3),9(3),...	368
27	NAS	Network Access Services. NAS will be updated once per year, normally reflecting year end actuals.	9(6)	123456
28	% TTNE	Touch Tone penetration. Touch Tone 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/MF signalling capability. For offices already equipped with MF signalling, field will show the date FG D/MF 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)	

TBayTel Community Calling (EAS) Information Form

1 ACCESS SERVICE PROVIDER:			3 ISSUE DATE:
2 CONTACT NAME: 2			4 CONTACT PHONE :
COMMUNITY CALLING AREA	EFFECTIVE DATE	ADJACENT SITES	EFFECTIVE DATE
5	6	7	8

Appendix 2B

Guidelines for Preparation of Access Service Provider EAS Information Form

NO	FIELD NAME	DESCRIPTION	FORMAT	EXAMPLE
1	ACCESS SERVICE PROVIDER	Name of Access Service Provider providing this free calling plans.	X(30)	TBayTel
2	CONTACT NAME	Name of the person issuing the free calling information on behalf of TBayTel	X(25)	John Smith
3	ISSUE DATE (MM/DD/YY)	Date this Free Calling Information was issued.	9(6)	01/01/97
4	CONTACT TELEPHONE	Telephone number of the person issuing the free calling information on behalf of TBayTel.	9(10)	(418)722-1234
5	COMMUNITY CALLING AREA	The exchanges within an area that have free calling with each other.	X(40)	Bic, Ste-Blandine, etc.
6	EFFECTIVE DATE (YY/MM)	The year and month when free calling will be provided in a Community Calling area.	9(4)	9307
7	ADJACENT SITES	The two adjacent exchanges that have free calling with each other	X(40)	Rimouski/Bic
8	EFFECTIVE DATE (YY/MM)	The year and month when free calling will be provided between Adjacent Sites	9(4)	9307

Schedule 4
PIC Information Processing

4.1 General

- a) This Schedule, which constitutes an integral part of the Toll Interconnection Agreement, outlines the procedures of the TBayTel CSG for the processing of inter-exchange transactions between TBayTel and PRIMUS related to the selection of a Primary Inter-exchange Carrier (PIC) by a customer for access service, and associated with the exchange of PIC information between the TBayTel CSG and PRIMUS. Unless otherwise specified in this Schedule, the provisions of this Schedule shall apply to both TBayTel and PRIMUS as well as their agents and employees.
- b) For the purpose of this document, the term "**customer**" shall be defined to be the ultimate user of telecommunications services sold on a retail basis, and
 - in the case of a multi-person household, is the person within that household responsible for changes to telecommunications services. This will be the person named on TBayTel's customer account, or his or her agent. An agent must have authority from the end-customer to act on the end-customer's behalf. Another member of the household could be an agent of the end-customer.
 - in the case of a business 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 TBayTel

- a) To permit the processing of PRIMUS PIC transactions, PRIMUS shall complete an Access Customer CARE (Customer Accounts Record Exchange) Profile. The contents of this Profile are specified in TBayTel's PIC/CARE Access Customer Handbook (the Handbook), which is described in Section 4.6.6.
- b) The Access Customer CARE Profile referred to in Section 4.2(a) above must be provided to TBayTel at least 60 calendar days prior to PRIMUS' requested date for commencement of PIC processing by TBayTel. Please note that this time interval may be extended if TBayTel has never entered into a prior Toll Interconnection Agreement.
- c) If, after commencement of delivery of PIC transactions to TBayTel, there are any material changes in the information provided in the profile described in (a)

above, PRIMUS shall provide updates to TBayTel in writing, at least 30 calendar days prior to requested date of implementation of the changes.

4.3 Exchange of PIC Transactions between The TBayTel CSG and PRIMUS

4.3.1 Location of Exchange

- a) The location for exchange of information may be an address for delivery or a mailbox address for electronic delivery.
- b) PRIMUS and TBayTel shall exchange PIC transactions at TBayTel's facility at the location(s) or electronic address specified in the Handbook.
- c) The location(s) for exchange of PIC transactions may be modified by TBayTel, provided that notice of the change is received by PRIMUS at least 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 the Toll Interconnection 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 TBayTel and PRIMUS. The time of day for exchange of PIC transactions shall be as specified in the Handbook.

4.3.3 Exchange Medium

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

4.3.4 PIC Processing Charges

Any charges related to PIC processing are outlined and described in the (CAPTS General Tariff).

4.4 Services Subject to PIC Selection

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

4.5 TBayTel Consumer Safeguards

- a) With the exception of PIC changes resulting from the transfer of a customer base between inter-exchange carriers ("IXC" or "IXCs") due to a merger or acquisition⁷, PRIMUS or its agents shall obtain the customer's authorization to act on the customer's behalf prior to submitting to TBayTel any requests for PIC subscription orders or information about the customer's access services subject to paragraphs (b) and (c) below, with the exception of information about access services already selected to PRIMUS. Information provided about the customer's access services shall be as defined by industry standards and as per Sections 4.6.1 and 4.6.6 of this Schedule.
- b) Whenever PRIMUS 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 TBayTel. One of the following 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;

⁷ Refer to Section 4.5(e) for details.

- 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 PRIMUS constitutes confirmation of the service order. The customer must be fully informed as to what he or she is signing.

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

i) 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 PRIMUS or its agents. PRIMUS 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 PRIMUS or any affiliates of PRIMUS.

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 PRIMUS 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 PRIMUS 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

PRIMUS 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 PRIMUS 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 PRIMUS that the transcribed record is an accurate representation of the customer order confirmation.

iv) Electronic Order Confirmation via the Internet

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

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

PRIMUS 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.

PRIMUS 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 PRIMUS 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 inter-exchange carrier, PRIMUS is required only to notify customers of the change. The acquiring IXC must send a notification to the individual customers, within 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 IXC makes any material change in the rates, terms or conditions of the acquired customers' service prior to the end of the 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 IXCs must be accompanied by written authorization. For acquisitions, authorized representatives of both affected IXCs must sign the authorization. For mergers, an authorized representative of the merged IXC must sign the authorization.

4.6 PIC Processing Procedures for the TBayTel CSG

PIC-related transactions between the TBayTel CSG and PRIMUS will be based on a set of pre-defined transaction codes and associated status indicators.

4.6.1 Use of Bellcore Standards

Subject to Section 4.6.6, the types of PIC transactions that are processed by TBayTel, the data elements and record formats to be used for the exchange of PIC information are based on Bellcore Standards

4.6.2 Transactions Supported by TBayTel

TBayTel shall support PIC transactions that shall include but may 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 an PRIMUS customer against TBayTel'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

TBayTel shall accept pending PIC-related subscription orders from PRIMUS. Pending orders shall be accepted up to 30 calendar days prior to the due date of the order.

4.6.4 Stale-Dated Orders

PIC subscriptions received by TBayTel from PRIMUS more than 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 TBayTel as an expired order. TBayTel shall notify PRIMUS accordingly.

4.6.5 Resolution of Conflicting Subscription Requests of PIC Selection Information

- a) When TBayTel receives valid subscription orders for the same working telephone number from more than one IXC, the following procedures will be used to determine which order takes precedence:
 - i) when the respective dates of 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 service provider.
- b) In each case described in (a) above, TBayTel will inform each IXC of the disposition of its subscription request using the appropriate transaction codes and status indicators.
- c) In the event of an inconsistency in PIC selection information between PRIMUS' customer file and TBayTel's switch database file, TBayTel's switch database file shall prevail.

4.6.6 TBayTel PIC/CARE Access Customer Handbook

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

TBayTel shall make its Handbook available to PRIMUS.

- b) Should changes to PIC transaction codes, status indicators, record formats or data elements be required due to a change in the Bellcore Standards, changes to the system which provides the PIC processing capability, or for any other reason, TBayTel shall update the Handbook and will distribute copies to PRIMUS.
- c) TBayTel shall notify PRIMUS of any change as described in (b) above at least 90 calendar days prior to implementation of the change.

4.6.7 PIC Transaction Validation

- a) TBayTel shall validate PIC transactions, as well as individual fields within PIC transactions. Transactions will be validated and processed in accordance with the Handbook. Transactions not satisfying the validation criteria shall be rejected.

Validation of fields within the 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 PRIMUS.

- b) When TBayTel rejects a PIC transaction from PRIMUS, TBayTel shall provide PRIMUS with the reason for the rejection, using appropriate transaction codes and status indicators.
- c) For any rejections of PIC information at either a batch or individual transaction level, the party performing the rejection shall notify the originating party using the appropriate reject reason codes in the appropriate record formats and exchange medium as specified in the Handbook.

4.6.8 Service Objective Time Frames of TBayTel

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

4.6.9 Confirmation and Rejection of PIC Transactions to PRIMUS

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

One business day of the end of the service objective time frame as defined in Section 4.6.8 above for a PIC transaction which affects an existing access service; or

Three business days of the end of the service objective time frame as defined in Section 4.6.8 above for a PIC transaction which affects a new access service being installed concurrently with PRIMUS' PIC subscription order.

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

4.7 The TBayTel CSG Procedure 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 IXC to another without the customer's consent.

- a) TBayTel shall be responsible for the resolution of disputes concerning its customer's PIC changes, whether identified by a customer of TBayTel or by an IXC on behalf of the customer.
- b) 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]?

- c) 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 TBayTel.

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

- i) Customer name;
- ii) Working Telephone Number (WTN);
- iii) Name of IXC 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 questions in Section 4.7(e).

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

- i) Name of the customer;
- ii) WTN (Working Telephone Number); and
- iii) Date that the customer notified the Initiating IXC of the disputed PIC change.

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

- d) Upon receiving the information set out above, TBayTel 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 TBayTel was notified that the PIC change was in dispute.
- i) If the elapsed interval exceeds 90 calendar days, the dispute shall be considered invalid, the customer must request a new subscription and TBayTel shall so advise the Initiating IXC.
 - ii) If the elapsed interval is 90 calendar days or less, TBayTel 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 IXCs due to a merger or acquisition do not constitute valid PIC change disputes.

- e) If the dispute is determined to be valid, TBayTel 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 IXCs involved of the change using the appropriate PIC transactions.
- f) After PIC reinstatement, TBayTel 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 TBayTel within 15 business days of the creation of said PIC transaction. If the Disputed IXC was acquired by another IXC subsequent to the date of the disputed PIC change, the acquiring IXC effectively becomes the Disputed IXC and assumes responsibility for the resolution of the dispute, including the provision of valid customer order confirmation.
 - ii) If the valid customer order confirmation is received within 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 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 CAPTS General Tariff.
 - iv) If the customer order confirmation is received within 15 business days as defined in Section 4.7(i)(i) above, but TBayTel 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 and will be assessed such charges as specified in the CAPTS General Tariff.
- g) In the event that the Disputed IXC challenges the validity of the dispute, the Disputed IXC will provide a written request to TBayTel, which includes evidence that the dispute may not be valid, within the 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 TBayTel with a valid customer order confirmation per Section 4.7(i)(i) above.
- h) If TBayTel receives a dispute challenge within the 15 business day period in Section 4.7(i)(i), TBayTel will request a DIR from the Initiating IXC.

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

If TBayTel receives a valid DIR within the 5 business day interval, then TBayTel 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 TBayTel within the 5 business day interval, the original dispute will be considered invalid.

- i) TBayTel shall monitor the volume of unauthorized PIC subscription changes generated by each IXC. If an IXC is repeatedly generating unauthorized PIC subscription changes, TBayTel shall initiate discussions with the IXC to determine the reason for the unauthorized PIC subscription changes and request the IXC to correct any problems. An IXC who, in TBayTel's reasonable assessment, generates excessive unauthorized PIC subscription changes will receive notice from TBayTel that additional authorization measures will be required to enable the processing of PRIMUS' PIC subscription orders. The additional authorization measures may include the requirement by TBayTel that the IXC provide written proof of customer confirmation to TBayTel prior to each PIC subscription order being accepted. In addition, the TBayTel CSG may assess an unauthorized PIC Change charge as specified in the CAPTS General Tariff. Upon receipt of the notice from TBayTel, either party may contact the CRTC.

4.8 The TBayTel CSG Procedures for Handling PRIMUS Queries

- a) PRIMUS shall direct its queries related to PIC transactions to the TBayTel CSG by oral, written or electronic means as agreed to by both parties.
- b) Upon receiving queries from PRIMUS as referred to in (a) above, the TBayTel CSG shall make all reasonable effort to respond to the queries in accordance with the Company Handbook.
- c) PRIMUS will provide the TBayTel CSG with a contact regarding PIC queries.
- d) The parties recognize that in respect of any disagreement regarding the interpretation or implementation of this Schedule, either party may submit such disagreement to the CRTC for determination.

**SCHEDULE 5
CONFIDENTIALITY**

1. Disclosure of Confidential Information

- a) In order to enable TBayTel to provide services and facilities associated with interconnection, PRIMUS will disclose to the Carrier Services Group Confidential Information, as further defined below. It is agreed that the Confidential Information provided by PRIMUS, shall be used by TBayTel solely for the purpose of facilitating the provision of services and facilities associated with interconnection. For greater certainty, TBayTel will not provide the Confidential Information to personnel involved in the provision of services offered in competition with PRIMUS, except in accordance with the provisions in this Agreement.
- b) TBayTel further agrees that all rights, title and interest in the Confidential Information shall remain the exclusive property of PRIMUS and that TBayTel shall not use or disclose Confidential Information except in accordance with the terms of this Agreement or, alternatively, with the prior written consent of PRIMUS.
- c) In the event that it becomes necessary for TBayTel to provide PRIMUS with similar Confidential Information to facilitate the flow of information from PRIMUS to the CSG, then PRIMUS will treat TBayTel's Confidential Information in the manner as described in paragraphs a) and b) above.

2. Confidential Information

- a) For the purposes of this Agreement, "Confidential Information" shall mean any data or oral or written information pertaining to either PRIMUS or TBayTel that is not generally known outside of either company whether or not such information is identified as "Confidential" at the time of disclosure. Confidential Information shall include, but not be limited to information regarding circuit orders, market forecasts, plans for the development of new services, network plans, information relating to new customers, and information relating to the current or proposed business plans of both PRIMUS and TBayTel.
- b) The obligations outlined in this Schedule 5 do not apply to information that;
 - 1) 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;

- 2) is already known to the Recipient Party at the time of its disclosure by the Disclosing Party free of any obligation to keep confidential;
- 3) is developed independently by the Recipient Party prior to or following the date of its disclosure to the Recipient Party;
- 4) following its disclosure to the Recipient Party, is received by the Recipient Party without obligation of confidence from a third party that the Recipient Party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence;
- 5) The Disclosing Party has given its written approval to disclose; or
- 6) 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. Disclosure to TBayTel Associated Companies

- a) It is understood by the parties hereto that the Carrier Services Group may utilize the staff and facilities of associated organizations and companies. Nothing in this Agreement shall be deemed to prevent the Carrier Services Group from providing Confidential Information to the TBayTel associated companies subject to the procedures specified in Section 4, hereto, and on a "need to know" basis, in relation to the provision of services and facilities contemplated in this Agreement.
- b) TBayTel will not provide any Confidential Information to any TBayTel associated company unless any such TBayTel associated company has executed an acknowledgement in the form specified in Attachment 4 within forty-five (45) days following the effective date of this Agreement, confirming that it will protect the confidentiality of Confidential Information to the same extent that TBayTel protects Confidential Information under the terms of this Agreement. TBayTel will deliver a copy of each such executed acknowledgement to PRIMUS.

4. Procedure to Ensure Confidentiality

- a) The Recipient Party shall :
 - 1) use the Confidential Information solely for the purpose of facilitating the performance of this Agreement;
 - 2) 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;
 - 3) 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;
 - 4) 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.

- b) All Confidential Information received by either party will be communicated to the appropriate employees within the Recipient Party's Company on a "need to know" basis only and solely to the extent such information is required for the provision of services and facilities associated with Interconnection. The Recipient Party shall further ensure the protection of Confidential Information by implementing the following procedures:
 - 1) With respect to any of its employees, officers, 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.

- 2) All such dedicated groups will be located in office areas where access is controlled.
- 3) 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.
- 4) With respect to those TBayTel employees who are not part of Carrier Services Group but who may be involved in the provision of services pursuant to this Agreement, TBayTel shall ensure that the TBayTel Code of Conduct, enclosed as Attachment 3, is periodically reviewed with each employee and each such employee's immediate supervisor shall certify that such review has been conducted. The type of employees contemplated in this section may include, but is not limited to, those individuals performing such functions such as network planning, the installation and maintenance of network facilities, the performance of economic and other studies, the management of regulatory activities and the delivery of legal services.
- 5) 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.
- 6) With respect to the employees specified in (1) above, upon termination of employment or retirement, or upon leaving a position of employment in which the employee was provided access to Confidential Information, the employee's immediate supervisor will review with the employee Attachment 1 hereof and will ensure that the employee understands its content.

- 7) With respect to all employees of TBayTel associated companies, who will be performing, on a dedicated or non-dedicated basis, any of the functions required for the provision of services and facilities associated with interconnection, TBayTel shall ensure that the TBayTel associated company has agreed to implement procedures which are materially consistent with and no less stringent than the procedures detailed in paragraphs (1), (2), (3), (4), (5), and (6) herein with respect to the protection of Confidential Information as soon as is reasonably possible upon the execution of this Agreement.
 - 8) With respect to all agents, contractors or subcontractors, to whom TBayTel discloses or intends to disclose Confidential Information, TBayTel shall obtain, as a condition to dealing with such agent, contractor or subcontractor, written non-disclosure covenants materially similar to those specified in Attachment 2, hereto.
- c) 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.
 - d) 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.
 - e) 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.
 - f) This Agreement shall not be construed as granting or conferring any rights by licence or otherwise in any Confidential Information disclosed pursuant hereto.

- g) 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.
- h) The Recipient Party agrees to indemnify and hold harmless the Disclosing Party from all direct loss, damage, liability, costs or expense that 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.

5. Municipal Freedom of Information and Protection of Privacy Act

- a) All records and information in the custody and control of the Corporation of the City of Thunder Bay and any of its employees are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. For the purposes of this Section 5 (a), all confidential information disclosed by PRIMUS to TBayTel shall be deemed to be commercial information which, if disclosed, would prejudice significantly the competitive position of PRIMUS.

6. Applicable Approvals

- a) This Agreement and the schedules attached hereto shall be subject at all times to all applicable regulatory approvals.

Attachment 1

TBayTel Employee Acknowledgment

Employee Acknowledgment

1. PRIMUS Communications Inc. (hereinafter "PRIMUS") and The Corporation of the City of Thunder Bay - Telephone Department (hereinafter "TBayTel") have a valid and subsisting Agreement Specifying the Procedures of the Inter-Exchange Carrier Group.
2. "Confidential Information" refers to any data or oral or written information relating to interconnection of the networks of PRIMUS and TBayTel:
 - (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 ;

that 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 that 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 (the "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, 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.

Recipient Party

Employee Signature

Supervisor Name

Employee Name (Print or Type)

Supervisor Name (Print or Type)

Date

Attachment 2

Consultant Secrecy of Information and Non-Disclosure Agreement

SECRECY OF INFORMATION AND NON-DISCLOSURE AGREEMENT

For the purposes of this agreement, the term "Company" shall mean The Corporation of the City of Thunder Bay - Telephone Department and all subsidiaries. "Consultant" shall mean all individuals associated with the firm of

_____ who are performing consulting work for the Company. "Authorized recipients" is defined as those designated by Company management as being authorized to receive information concerning the subject matter.

AGREEMENT:

As a consultant to the Company, I agree that:

- I shall preserve the secrecy of any Company information that becomes known to me in my work at the Company.
- I shall not divulge information concerning the business affairs of the Company to other than authorized recipients without the consent of an Officer of the Company, unless required to do so by law and, if so required, I agree to notify the Company prior to disclosure.
- I shall not discuss with another person, other than authorized recipients, the business affairs of the Company without the consent of the Company.
- I shall not, without the consent of the Company, use information or software relating to the business of the Company, to directly or indirectly obtain a personal advantage.
- I shall abide by the Information Security policies, Standards and Guidelines as set out by the Company, *inclusive of the Municipal Freedom of Information and Protection of Privacy Act, 1989*. The Company reserves the right to physically inspect or audit the offices of the consultant for conformance or compliance to this agreement.
- I shall indemnify and save harmless the Company from any losses or damage directly or indirectly caused by the disclosure of confidential information to myself or any of my agents, contractors, subcontractors, employees or successors or assigns

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 of other available legal or equitable remedies, be entitled to an injunction against such breach or threatened breach.

IN WITNESS WHEREOF I set my hand this _____ day of _____, _____.

AUTHORIZED CONSULTANT SIGNATURE: _____

AUTHORIZED COMPANY WITNESS: _____

Attachment 3

TBayTel Employee Code of Conduct

TBAYTEL

CODE OF BUSINESS CONDUCT

TBayTel is proud of the honesty and dedication upheld by its employees when conducting business on behalf of TBayTel. The manner in which employees carry out their jobs is a reflection on TBayTel as a whole.

While employees are generally aware of TBayTel's business practices, there may be times when employees find themselves in situations that require some guidance.

To provide this guidance, TBayTel has a Code of Business Conduct. While this code cannot possibly cover every situation, it will provide TBayTel employees with guidance on conduct expected by TBayTel. This Code of Business Conduct is intended, along with applicable professional codes of conduct, to provide both general and specific guidelines to protect and guide TBayTel's personnel faced with ethical, moral and legal circumstances during the course of their employment. This Code also applies to every supplier, agent, contractor, and other individual or organization that acts on behalf of TBayTel or their divisions in any circumstances.

From a corporate perspective, TBayTel expects its employees to conduct themselves in a manner that supports and promotes its mission and goals and its most deeply held beliefs, values and commitment to a Total Quality environment.

OUR MISSION

"To understand and fulfill our customer's communication and information needs in a superior and profitable manner, through the recognition that the telecommunications services network is an integrated structure, and by continuing to employ the available technologies and facilities, thereby ensuring access to the full range of telecommunications services is available for all of our customers."

Supporting our mission, TBayTel's goals are:

1. To provide outstanding customer value through service, products and price.
2. To support and develop committed employees working together as a team.
3. To meet financial objectives resulting in profit.
4. To support an ethical and responsible culture.

5. To provide an advanced telecommunications system.
6. To actively pursue market opportunities.
7. To be a good corporate citizen.

TBayTel has a respected name and a good reputation and is proud of its reputation for conducting its activities in a fair and business-like manner. This reputation has been built on a foundation of total commitment to quality and service through a team effort along with adhering to the highest standard of ethical conduct. TBayTel does everything possible to protect these standards. It trusts the fundamental honesty of its employees to meet its high ethical standards in everything done on its behalf. To preserve and strengthen this foundation, TBayTel has the following expectations of its employees.

VALUES

Integrity is mandatory in all relationships and a corporation with integrity is one that carries out its responsibilities and applies high ethical standards to the conduct of all its affairs. TBayTel views its employees as the messengers of its corporate philosophy. In order for our customers to be secure in the knowledge that they are receiving excellent value by doing business with TBayTel, the customers must know that they are dealing with honorable people. Therefore, TBayTel expects all employees to maintain the highest degree of integrity and act with honesty, fairness and respect for individuals, businesses and communities.

TBayTel views all employees as professionals and expects their conduct to reflect this trust including, but not limited to:

- an honest day's effort,
- completion of all tasks in a professional manner,
- avoidance of unnecessary absenteeism and,
- avoidance of carrying on personal business during work hours.

All employees are expected to refrain from any activity or conduct that might adversely affect TBayTel including, but not limited to:

- harassment,
- discrimination,
- physical abuse,
- insubordination,
- conduct in violation of Federal or Provincial legislation,

- consumption of alcohol or any illicit substances such that it might affect the employee's ability to perform work-related duties.

CUSTOMER RELATIONS

TBayTel's employees are expected to act ethically and to do everything possible to serve our customers properly, either directly or by supporting the work of other individuals or departments. TBayTel expects its employees to provide customers with value and to deal with them fairly. Our customers deserve the highest quality service at reasonable prices and high standards in all transactions.

Employees shall, in the performance of their official duties, treat every person equally without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap, in accordance with and subject to the provisions of the *Ontario Human Rights Code*.

Employees shall not accord preferential treatment in relation to any official matter to family members or friends, or to organizations in which the employee, family members or friends have an interest. Care must be taken to avoid being placed, or appearing to be placed, under obligation to any person or organization that might benefit from special consideration by the employee.

The nature of our business often requires that employees enter into our customers' private property. In order to protect the trust that our customers have conferred on employees in these instances, TBayTel expects its employees to follow certain procedures when on a customer's premise.

Employees are expected to:

- present their identification cards if requested,
- provide service to customers as efficiently, courteously and quickly as possible,
- ask and receive permission before removing, using or borrowing items from a customer or the customer's representative,
- respect a customer's property at all times and leave the premises in the same condition as it was found, removing all service related debris and equipment.

CORPORATE INFORMATION

TBayTel recognizes that on many occasions, by virtue of its position within the City Corporate structure, it and its employees will receive information or requests that deal with matters of a sensitive nature. Access to sensitive or confidential information should be regarded as a privilege, and due care must be taken to prevent improper disclosure,

either verbal or written. TBayTel's customers, agents, employees and governing bodies have a right to expect that, as a responsible corporation, TBayTel and its employees will endeavour to conduct its business in a manner that respects corporate and individual security and privacy. This has become increasingly more important in the current commercially competitive telecommunications environment.

Since TBayTel needs this information to continue doing business, employees are expected to accurately and properly maintain all corporate records, reports, bills and other business documents for which they are responsible.

Employees are expected to refrain from using corporate information for personal benefit or for the use or benefit of any other person or company.

TBayTel expects all employees to treat information about the business of TBayTel with utmost respect and ensure that all information regarding TBayTel's business practices and customers is held in confidence.

TBayTel, as a department of the Corporation of the City of Thunder Bay, is also bound by the same municipal rules and regulations. These rules and regulations are found in the following:

- *The Ontario Municipal Act;*
- *The Public Utilities Act;*
- *The Ontario Municipal Board Act; and*
- *The Municipal Freedom of Information and Protection of Privacy Act, 1989,*

and where among other things, identify how records and information held by the City and its departments are to be dealt with.

Examples of confidential information include, but are not limited to:

- TBayTel's business affairs and strategic, financial, business unit, and all other plans,
- the content, nature of existence of any telephone communication or data transmission,
- design processes,
- security procedures,
- stored computer data and all information pertaining to it,
- non-published telephone numbers,
- proprietary information,
- access codes, and
- new or proposed corporate products until publicly announced.

Employees are expected to consider the above as privileged information, not to be divulged to unauthorized individuals either during the term of employment or after cessation of employment.

If any uncertainty exists as to whether or not a record or information may be released or disclosed, an employee should seek guidance from his/her supervisor.

MEDIA RELATIONS

Only department heads or senior staff designated by the department heads are authorized to comment to the media, on behalf of TBayTel and/or the Corporation of the City of Thunder Bay, on policy matters of TBayTel and/or the Corporation or controversial issues before Council.

In instances where employees are engaged in special project activities that function outside regular departmental organization structures, they should follow the specific guidelines for contact with the media that have been developed for that project.

For matters that involve litigation, employees should follow the guidelines for contact with the media that have been established by their respective department heads. An employee should refrain from commenting to the media on a matter involving litigation when such comment is likely to prejudice TBayTel's and/or the City's position in the matter.

Employees should refrain from expressing their personal views to the media on matters of political controversy or municipal policy when such comment is likely to impair public confidence in the objective and efficient performance of their duties. If an employee is uncertain whether or not such impairment in public confidence is likely to occur, he or she should seek guidance from his or her immediate supervisor or department head.

An employee who is an officer of a union or association shall not make statements to the media on behalf of such union or association:

- while on duty; or
- in such a manner as to give the impression that the employee is speaking on behalf of TBayTel and/or the Corporation.

CORPORATE PROPERTY

In order to demonstrate to its owners, customers, regulators and business partners that TBayTel uses its assets in a proper manner, TBayTel expects all employees to exercise care and diligence in the acquisition, operation and disposal of all corporate property. This includes telephones and other equipment, computer software and hardware, details of business applications whether these exist in print, electronic or other form, vehicles,

tools, materials and supplies, keys, magnetic cards, reproduction facilities, cash, securities and accounts.

Employees may not use, borrow, take, sell, lend, give away or intentionally damage any equipment, tools, materials and supplies, regardless of their condition, without specific authorization.

Employees are therefore responsible for ensuring:

- that they immediately report any lost, stolen or misplaced identification cards,
- that they relinquish their identification cards when their employment with TBayTel has ended,
- that TBayTel receives value for the products and services it obtains,
- that TBayTel's property is protected from theft, loss or damage at all times,
- that all corporate policies and procedures are adhered to,
- that TBayTel's property is not used for personal gain.

Employees are further reminded that industrial or intellectual property, designs, know how or concepts that can be protected by patent or copyright and that are conceived, developed or to which employees have contributed as a result of, or in consequence of their employment with TBayTel remain the absolute property of TBayTel.

CONFLICT OF INTEREST

This is the most fundamental component of any Code of Business Conduct, and particularly so when one keeps in mind that TBayTel operates in the public sector.

In order to support and develop committed employees working together as a team, TBayTel expects all employees to refrain from any conduct that may result in a direct or an indirect conflict of interest. Employees are asked to use discretion in any situations that may result in a potential conflict of interest.

TBayTel personnel have a responsibility to:

- take all necessary steps to avoid situations where a conflict of interest may arise;
- ensure all agents and/or contractors with whom they are dealing, are familiar with TBayTel's Conflict of Interest Policy; and
- refer any existing or potential conflict of interest situations to immediate management or to the manager responsible for Human Resources.

A conflict of interest can be defined as the unpermitted mingling of personal interest with company duties or responsibilities.

A direct or indirect conflict of interest occurs, but is not limited to, when:

- an employee participates in any outside activity that distracts from the employee's ability to perform work-related duties with TBayTel,
- an employee obtains an unauthorized material benefit from a transaction between TBayTel and another individual or corporation,
- an employee competing against TBayTel by selling, consulting, operating, maintaining, repairing, constructing or installing any product or service that is offered by TBayTel,
- an employee enters into a relationship with a superior or subordinate that may result in personal gain or undue favour to the employee in the workplace,
- an employee accepts a position as a director or an officer of a major customer or competitor of TBayTel unless approved,
- an employee is a major investor or influential shareholder of any competitor or supplier of TBayTel.

TBayTel expects its employees to consult with an immediate supervisor in situations where there may be a potential conflict of interest.

CONDUCT WITH SUPPLIERS

In order to support an ethical and responsible culture, TBayTel expects that its employees will not accept any gift, offer, reward, commission or benefit that may be viewed as influencing the judgment of the recipient.

All suppliers are to receive equal consideration, TBayTel's personnel is to make its choice based upon the quality of the product or service and the price charged unless otherwise mandated by corporate purchasing policies.

This does not include anything that is offered as a normal business practice, items with nominal value, such as advertising novelties, favour and/or entertainment if their acceptance or offer is consistent with TBayTel's policies and practices and if:

- they are a normal expression of courtesy within the bounds of propriety;
- they would not bring suspicion on an employee's objectivity and impartiality; and
- they would not compromise the integrity of TBayTel if publicly disclosed.

CONDUCT WITH COMPETITORS

TBayTel wishes to be a good corporate citizen and to avoid all actions that could be seen as unfair or contrary to any laws governing the marketplace, and thereby promoting a free, competitive market for the provisioning of telecommunications services and products.

Therefore, TBayTel expects its employees to maintain the highest standards in their relationships with competitors and they are prohibited from conducting any activity that improperly reduces or eliminates competition in the marketplace.

Employees are expected to refrain from:

- entering into illegal arrangement, agreement or understanding with a competitor concerning product prices, terms of sale, production volume, availability of products or product allocation,
- entering into any arrangement that may have the effect of controlling prices, terms of sale, production volume, availability of products or product allocation,
- obtaining a competitor's trade secrets, proprietary or confidential information through illegal or unethical means,
- expressing any disparaging comments about a competitor's products or services.

SUMMARY

TBayTel's Code of Business Conduct presents a set of expectations for all employees of TBayTel, with whom the ultimate responsibility for the Code rests. It is therefore incumbent on the employees to remain familiar with the Code during the course of his/her employment with TBayTel.

Failure to abide by the Code of Business Conduct may result in disciplinary actions up to and including dismissal in cases of serious violation. Employees are reminded that unethical conduct could in some circumstances constitute a criminal offence.

Attachment 4

Associated Company Acknowledgement

ASSOCIATED COMPANY ACKNOWLEDGEMENT

EFFECTIVE: _____

BETWEEN: **The Corporation of the City of Thunder Bay – Telephone Department**
(hereinafter "TBayTel")

AND: _____ **(An "Associated Company")**
A company amalgamated under the laws of _____ and having its
executive offices at _____
(hereinafter "_____")

WHEREAS PRIMUS Communications Inc. and TBayTel have entered into Interconnection Agreement effective the ___ day of _____ 2003 (the « Agreement ») whereby TBayTel undertook to protect the confidentiality of certain information confidential to PRIMUS as further specified in the Agreement.

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

The parties hereto acknowledge that TBayTel may disclose to the Associated Company PRIMUS Confidential Information. The parties hereto also acknowledge that the Associated Company has reviewed and understands the Agreement and that the Associated Company will protect the confidentiality of PRIMUS Confidential Information to the same extent and in the same manner that TBayTel protects the confidentiality of the PRIMUS Confidential Information under the provisions of the Agreement.

_____	TBayTel
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____