ROGERS COMMUNICATIONS CANADA INC.
(“RCCI”)

formerly

ROGERS COMMUNICATIONS PARTNERSHIP

ACCESS SERVICES TARIFF

This Tariff sets out the rates, terms and conditions applicable to the interconnection arrangements provisioned to providers of telecommunications services and facilities.

Explanation of Symbols

The following symbols are used in this Tariff and have meanings as shown:

A Increase in rate or charge

C Change in wording

D Discontinued rate or regulation

F Reformatting of existing material with no change to rate or charge

M Matter moved from its previous location

N New wording, rate or charge

R Reduction in rate or charge

S Reissued matter

Abbreviations of Companies Names

The following companies names are used in this Tariff and have meanings as shown:

Aliant	Aliant Telecom Inc.
Bell	Bell Canada
Bell Aliant	Bell Aliant Regional Communications, Limited Partnership
Island Tel	Island Telecom Inc.
MTS	MTS Allstream
MTT	Maritime Tel & Tel Limited
NBTel	NBTel
NewTel	NewTel Communications
NorthernTel	Northern Tel, Limited
Partnership SaskTel	SaskTel
TBayTel	TBay Tel
TCBC	TELUS Communications Company, operating in British Columbia
TCC	TELUS Communications Company
TCI	TELUS Communications Company, operating in Alberta
TCQ	TELUS Communications Company, operating in Quebec
Telebec	Telebec, societe en commandite

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PART A Definitions and General Terms
Item 100. General

This Tariff sets out the rates, terms and conditions that apply to the provision by **RCCI** of services, facilities and interconnection arrangements to providers of telecommunications services and facilities (hereinafter referred to as "Telecommunications Providers") who are eligible to subscribe pursuant to Telecom Decision CRTC 97-8 and any other applicable CRTC decisions or orders ("Decision 97-8"). Such services, facilities and interconnection arrangements are referred to in this Tariff as "interconnection services". For greater certainty, this Tariff does not apply to services and facilities provided by **RCCI** to **RCCI**'s end-customers or to resellers of **RCCI**'s local services.

The provision of interconnection services by **RCCI** to Telecommunications Providers under this Tariff does not constitute a joint undertaking between **RCCI** and any Telecommunications Provider subscribing for such services.

Unless otherwise specified in the Tariff, where rates are listed by ILEC operating territory, **RCCI** shall apply the rate listed for the location where interconnection takes place with a Telecommunications Provider.

PART A Definitions and General Terms
ITEM 101 Definitions

"Act" is the Telecommunications Act (S.C. 1993, c.38 as amended).

"affiliate" means any person that controls or is controlled by **RCCI** or that is controlled by the same person that controls **RCCI** and includes a related person. A person is "related" to another if (i) it either holds, either directly or indirectly, at least a 20% interest in, or any options to acquire at least a 20% interest in, any of the capital, assets, property, profits, earnings, revenues or royalties of the other, or (ii) any third party holds, directly or indirectly, at least a 20% interest
in, or any options to acquire at least a 20% interest in, any of the capital, assets, property, profits, earnings, revenues or royalties of each of the per

"ANI" means automatic number identification.

"authorization date" is the date that an end user authorizes a change in local service provider.

"bill and keep trunks" are facilities connecting the networks of two LECs within the same exchange, the costs of which are shared in accordance with Decision 97-8.

"channel" means a path provided over a transmission facility for the transmission of telecommunications.

"circuit" means an analogue voice-grade or digital 64 Kbps (DS-0) channel.

"circuit group" means a group of equivalent circuits.

"CLEC-IXC Agreement" means the form of agreement approved by the CRTC governing interconnection between a CLEC and an IXC entitled "Master Agreement for CLEC-IXC Interconnection".

"Commission or CRTC" is the Canadian Radio-television and Telecommunications Commission.

"Common Channel Signalling System 7 or CCS7 signalling" is the out-of-band signalling system used by telecommunications carriers to support telecommunications services.

"Competitive Local Exchange Carrier or CLEC" is a Canadian carrier, as defined in section 2 of the Act, recognized as a CLEC by the CRTC pursuant to Decision 97-8.

"competitive pay telephone service provider" means a person that provides competitive pay telephone service for use by the general public.

"control" includes control in fact, whether through one or more persons.

"customer" means a person or legal entity, including an end-customer, a reseller or a sharing group, that purchases telecommunications services from a Telecommunications Provider and is liable to the Telecommunications Provider for those services.

PART A Definitions and General Terms
ITEM 101 Definitions

"data service" means a telecommunications service other than a voice service.

"dedicated service" means a telecommunications service that is dedicated to the private communications needs of an end-customer, where one end of the facility used to provide the service is terminated at equipment dedicated to that end-customer.

"digital transmission" is a telecommunications transmission that uses non-continuous signals to transmit information.

"direct access line or DAL" means a network arrangement used to transmit traffic over a dedicated facility between an IXSP's interexchange network and an end-customer's premises.

"DS-0" is a channel capable of digital transmission at 64Kbps.

"DS-1" is a channel capable of digital transmission at 1.544 Mbps.

"EAS transport" means the delivery by a LEC of traffic originating in one exchange and terminating in another exchange with which the first exchange has EAS or a similar arrangement pursuant to ILEC tariffs.

"end-customer" is the ultimate purchaser of telecommunications services provided on a retail basis by a Telecommunications Provider.

"exchange" refers to the incumbent LEC's basic unit for the administration and provision of its telecommunications service, which normally encompasses a city, town, village or portions thereof and adjacent areas.

"extended area service or EAS" means a service offered by ILECs enabling a customer within an exchange to make calls to another exchange without the application of long distance charges.

"facility" means a telecommunications facility, as defined in section 2 of the Act, and includes equipment.

"ILEC operating territory" means the geographic area within which a Telecommunications Provider provides service as an ILEC.

"in-band signalling" means signalling which is carried along the same channel that is carrying the information content of the transmission.

"incumbent LEC or ILEC" means a LEC that provided local exchange service on a monopoly basis prior to May 1, 1997.

"interconnecting circuit" means a circuit or path that connects a Telecommunications Provider's facility to RCCI's facilities to provide access to RCCI's local switched telephone network.

"interexchange carrier or IXC" is a Canadian carrier, as defined in section 2 of the Act, that provides interexchange service.

PART A Definitions and General Terms
ITEM 101 Definitions

"interexchange reseller or IX reseller" is a reseller that provides interexchange service.

"interexchange service or IX service" means a service or facility configured to operate between any two exchanges for which ILECs would apply long distance charges, including an international service or facility.

"IX service provider or IXSP" is an IXC or IX reseller.

"joint-use basis" means on a basis where a circuit is not dedicated to the use of a single end- customer.

"LEC" is a local exchange carrier.

"local interconnection region or LIR" is a geographic area specified by an ILEC within which traffic is exchanged with CLECs on a Bill and Keep basis as specified in Telecom Decision CRTC 2004-46.

"local calling area" means an area defined by a LEC wherein calls can be made by the LEC's end-customers without the application of long distance charges.

"local number portability or LNP" enables an end-customer to retain the same telephone number when changing from one LEC to another LEC as service provider within the same exchange.

"local routing number or LRN" is a ten-digit routing number which identifies the terminating switch for a ported number.

"MALI" means the form of agreement approved by the CRTC governing inter-connection between two LECs entitled "Master Agreement for Interconnection Between Local Exchange Carriers (LECs)".

"more recent authorization" is an end user's authorization for a change in local service provider that is provided subsequent to an earlier authorization for a change in local service provider from that end user.

"multi-frequency signalling or MF signalling" is an in-band signalling system used by telecommunications carriers to route telecommunications traffic.

"NXX" is the second set of three digits of a ten-digit telephone number (i.e., NPA-NXX-XXXX) which identifies a specific exchange within a numbering plan area (NPA).

"out-of-band signalling" means signalling that is separated from the channel carrying the information content.

"person" includes any individual, partnership, body corporate, unincorporated organization, government, government agency, trustee, executor, administrator or other legal representative

PART A Definitions and General Terms
ITEM 101 Definitions

"point of interconnection or POI" is a switch or other point of interconnection designated by RCCI as its gateway for purposes of interconnecting to Telecommunications Providers in an exchange.

"ported numbers" are those telephone numbers formerly associated with a particular LEC and now associated with a different LEC.

"port-out cancellation" is a request to cancel a pending stand-alone request to portable telephone number from RCCI to a LEC or WSP prior to the telephone number being ported. Cancellations may be originated by the LEC or WSP or may be originated by RCCI if the telephone number porting is not completed by the LEC or WSP within 7 days of the confirmed due date of the original or subsequently modified request.

"premises" is the continuous property and the building or buildings located thereon, or the part or parts of a building, occupied at the same time by an end-customer or Telecommunications Provider.

"PSTN" means the public switched telephone network.

"resale" means the subsequent sale or lease on a commercial basis, with or without adding value, of a telecommunications service purchased from RCCI or a Telecommunications Provider.

"reseller" means a person engaged in resale of local exchange service ("local reseller") or **interexchange service ("interexchange reseller").**

"sharing" means the use by two or more persons, in an arrangement not involving resale, of a **telecommunications service provided by a Telecommunications Provider.**

"sharing group" means a group of persons engaged in sharing.

"signalling transfer point or STP" means a packet switching point in the CCS7 network which routes CCS7 signalling messages to the intended network element.

"Telecommunications Provider" means a provider of telecommunications services that is eligible in accordance with Decision 97-8 to subscribe to interconnection services offered by RCCI and includes a LEC, an IXSP and a WSP operating in the same exchange as RCCI.

"transiting" occurs when a LEC receives traffic from one Telecommunications Provider and switches it to another.

"trunk" is a DS-0 time slot or channel within which a digital connection is made between the trunk-side of RCCI's local switch and another switch.

"wireless service provider or WSP" means a provider of public switched mobile voice services where such provider is not a CLEC.

PART A Definitions and General Terms
ITEM 102 General Rights and Obligations

This Item sets out the basic rights and obligations (hereinafter referred to as the "Terms") of both **RCCI** and Telecommunications Providers in connection with the interconnection services provided under this Tariff.

1. **General**

    1. The offer of interconnection services by **RCCI** to Telecommunications Providers under thisTariff is subject to the following:

        1. the general rights and obligations contained in these Terms;

        2. the rates, terms and conditions contained elsewhere in this Tariff, to the extent that they are not inconsistent with these Terms, unless any such rates, terms or conditions expressly override these Terms and have been approved by the CRTC;

        3. the rights, obligations, rates, terms and conditions contained in written agreements for the provision of interconnection services under this tariff, to the extent that they are not inconsistent with these Terms or this Tariff, unless any such rights, obligations, rates, terms or conditions expressly override these Terms or this Tariff and have been approved by the CRTC.

        All of the above bind **RCCI** and Telecommunications Providers.

2. **Effective Date of Changes**

    1. Subject to Item 102.2.2, changes to these Terms or this Tariff, as approved by the CRTC, take effect on their effective date even though Telecommunications Providers have not been notified of them or have paid or been billed at the previously-approved rate.

    2. Where interconnection services that were to be provided by a certain agreed-upon date were not provided, through no fault of the Telecommunications Provider and, in the meantime, a rate increase has gone into effect, the previously-approved non-recurring charges shall apply.

3. **Obligation to Provide Service**

    1. Except as otherwise expressly specified elsewhere in this Tariff, and subject to Item 102.3.2 to102.3.4 below, all of the interconnection services available to Telecommunications Providers under this Tariff are provided by RCCI pursuant to an obligation to serve.

PART A Definitions and General Terms
ITEM 102 General Rights and Obligations – continued

3. Obligation to Provide Service – continued

2. Notwithstanding **RCCI**'s obligation to offer the services under this Tariff, **RCCI** is not required to provide interconnection service to a Telecommunications Provider where:

    1. the Telecommunications Provider owes amounts to **RCCI** that are past due, other than as a guarantor;
    2. the Telecommunications Provider does not provide to **RCCI** a reasonable deposit or alternative required pursuant to these Terms; or
    3. the Telecommunications Provider refuses to pay the additional charge referred to in Item 102.3.3.

3. Where it is necessary for **RCCI** to install special equipment or to incur unusual expense in order to meet a Telecommunications Provider's requirements, an additional charge may be assessed based upon the equipment to be installed or the expense to be incurred.

    Where **RCCI** does not provide service on an application by a Telecommunications Provider, it must provide written explanation upon request.

4. RCCI's Facilities

1. Upon termination of service, the Telecommunications Provider must return any equipment provided by **RCCI**.

2. **RCCI** must bear the expense of maintenance and repairs required due to normal wear and tear to its facilities, except that **RCCI** may charge for the additional expense incurred when the Telecommunications Provider requires maintenance and repair work to be performed outside of regular working hours. This does not apply where otherwise stipulated in these Terms, the Tariffs, or by special agreement.

3. A Telecommunications Provider which has deliberately, or by virtue of a lack of reasonable care, caused loss or damage to **RCCI**'s facilities, may be charged the cost of restoration or replacement. In all cases, Telecommunications Providers are liable for damage caused to **RCCI**'s facilities by any facilities provided by the Telecommunications Provider or its customer.

PART A Definitions and General Terms
ITEM 102 General Rights and Obligations - continued

4. RCCI's Facilities - continued

4. Where the Telecommunications Provider reports trouble in relation to the interconnection services to **RCCI**, **RCCI** must initiate trouble repair procedures at such time

5. RCCI's Right to Enter Premises

Unless otherwise expressly permitted in this Tariff, a written agreement, or under any guidelines applicable to **RCCI** and the Telecommunications Provider and approved by the CRTC, **RCCI**, its employees or agent, shall have no right to enter the premises of the Telecommunications Provider, including any premises on which service is currently or is to be provided to the Telecommunications Provider, unless **RCCI** has first obtained express permission to do so from the Telecommunications Provider. Prior express permission shall not be required in cases of emergency or where entry is pursuant to a court order. In every case, valid **RCCI** identification must be shown to the Telecommunications Provider, at the Telecommunications Provider's request, prior to entering the premises

6. Deposits and Alternatives

1. **RCCI** may require deposits from a Telecommunications Provider:

    1. which has no credit history with **RCCI** and will not provide satisfactory credit information;
    2. which has an unsatisfactory credit rating with **RCCI** due to previous payment practices with **RCCI**; or
    3. where the provision of the interconnection services to the Telecommunications Provider clearly presents an abnormal risk of loss.

2. **RCCI** must inform the Telecommunications Provider of the specific reason for requiring a deposit, and of the possibility of providing an alternative to a deposit, such as arranging for third party payment, a bank letter of credit or a written guarantee from a third person whose credit is established to the satisfaction of **RCCI**.

3. Telecommunications Provider may provide an alternative to a deposit, provided it is reasonable in the circumstances.

4. Deposits earn interest at the savings account rate of **TD Canada Trust**, calculated on the balance of the deposit plus interest accrued prior to the current billing period. The interest will be credited to the account annually or upon refund of the deposit, and will be reflected on **RCCI**'s next billing statement.

PART A Definitions and General Terms
ITEM 102 General Rights and Obligations - continued

6. Deposits and Alternatives - continued

5. **RCCI** will show the total principal amount of deposits held on each Telecommunications Provider's billing statement.

6. **RCCI** must review the continued appropriateness of deposits and alternative arrangements at 6-month intervals. When service is terminated or the conditions which originally justified such arrangements are no longer present, **RCCI** must promptly refund or credit the deposit, with interest, or return the guarantee or other written undertaking, retaining only any amount then owed to it by the Telecommunications Provider.

7. At no time may the amount of all deposits and alternatives provided exceed 3 months of charges for all interconnection services provided by **RCCI** to the Telecommunications Provider under this Tariff.

7. Restrictions on Use of Services

1. A Telecommunications Provider may not use the interconnection services provided by **RCCI** or allow the interconnection services to be used for a purpose or in a manner contrary to any applicable law or regulation.

2. Neither **RCCI** nor the Telecommunications Provider may re-arrange, disconnect, repair, remove or otherwise interfere with the facilities of the other party, except in the following three circumstances:

    1. cases of emergency;

    2. where otherwise expressly permitted in **RCCI**'s Tariffs; or

    3. where otherwise expressly permitted by the provisions of an applicable interconnection agreement.

    In all cases **RCCI** or the Telecommunications Provider, as the case may be, must then be notified of the changes as soon as possible.

3. No payment may be exacted directly or indirectly from a Telecommunications Provider by any party other than **RCCI** for use of any of **RCCI**'s interconnection services except where otherwise stipulated in **RCCI**'s Tariffs, or by the provisions of an applicable interconnection agreement.

PART A Definitions and General Terms
ITEM 102 General Rights and Obligations - continued

8. Non-Disclosure of Confidential Information

As a condition of **RCCI** providing interconnection services to the Telecommunications Provider pursuant to this Tariff, the Telecommunications Provider agrees to protect **RCCI**'s confidential information as if it were a party to Schedule A of the MALI. **RCCI** shall provide to the Telecommunications Provider a copy of Schedule A. For its part, **RCCI** shall protect the Telecommunications Provider's confidential information to the same standard.

9. Refunds in Cases of Service Problems

Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in **RCCI**'s facilities, **RCCI**'s liability is limited to a refund of charges, on request, proportionate to the length of time that the problem existed. No request is necessary where a problem in service lasts 24 hours or more from the time **RCCI** is advised of the problem. However, where the problem is occasioned by **RCCI**'s negligence, **RCCI** is also liable for the amount calculated in accordance with Item 102.10.2.

10. Limitation of RCCI's Liability

1. These Terms do not limit **RCCI**'s liability in cases of deliberate fault, gross negligence, anti- competitive conduct, breach of contract where the breach results from the gross negligence of **RCCI**, or disclosure of confidential information contrary to Item 102.8.

2. Except with regard to physical injuries, death, or damage to a Telecommunications Provider's premises or other property, occasioned by its negligence, **RCCI**'s liability for negligence, and for breach of contract where the breach results from the negligence of **RCCI**, is limited to three times the amounts refunded or cancelled in accordance with Item 102.9, as applicable.

3. **RCCI** is not responsible for:

    1. libel, slander, defamation or the infringement of copyright or other unlawful activity arising from material or messages transmitted over **RCCI**'s facilities;

    2. the infringement of patents arising from the combining or using of the Telecommunications Provider's facilities with **RCCI**'s facilities; or

PART A Definitions and General Terms
ITEM 102 General Rights and Obligations – continued

10. Limitation of RCCI's Liability - continued

3. damages arising out of the act, default, neglect or omission of the Telecommunications Provider in the use or operation of facilities provided by **RCCI**.

4. When facilities of third parties are used in establishing connections to or from facilities under the control of a Telecommunications Provider, **RCCI** is not liable for any act, omission or negligence of the third party.

5. In the provision of interconnection services, **RCCI** is not responsible to the Telecommunications Provider's customer for end-to-end service.

11. Payment

1. Subject to Items 102.11.2 and 102.11.3, charges cannot be considered past due until the next billing statement has been generated or the time period for payment indicated on the previous billing statement has passed.

2. In exceptional circumstances, prior to the normal billing date, **RCCI** may request payment from a Telecommunications Provider, on an interim basis, for non-recurring charges that have accrued, by providing notice to the Telecommunications Provider with details regarding the services and charges in question. In such cases, subject to Item 102.11.3, the charges can be considered past due 3 days after they are incurred, or 3 days after **RCCI** demands payment, whichever comes later.

3. No charge disputed by a Telecommunications Provider can be considered past due unless **RCCI** has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment. The dispute procedure set out in Schedule E of the MALI shall be followed and the Telecommunications Provider must pay the undisputed portion of the billing statement. **RCCI** shall provide to the Telecommunications Provider a copy of Schedule E.

4. **RCCI** may request immediate payment in extreme situations, provided that a notice has been issued pursuant to Item 102.11.2, and the abnormal risk of loss has substantially increased since that notice was given, or **RCCI** has reasonable grounds for believing that the Telecommunications Provider intends to defraud **RCCI**.

PART A Definitions and General Terms
ITEM 102 General Rights and Obligations - continued

12. Liability for Unbilled and Under-billed Charges

1. Telecommunications Providers are not responsible for paying a previously unbilled or under-billed charge for interconnection services provided under this Tariff except where:

    1. in the case of a recurring charge, it is correctly billed by **RCCI** within a period of one year from the date it was incurred; or

    2. in the case of a non-recurring charge, it is correctly billed by **RCCI** within a period of 150 days from the date it was incurred.

2. In the circumstances described in Item 102.12.1, **RCCI** cannot charge a Telecommunications Provider interest on the amount of the correction. If the Telecommunications Provider is unable to promptly pay the full amount owing, **RCCI** must attempt to negotiate a reasonable deferred payment agreement.

3. Items 102.12.1 and 102.12.2 above shall not apply in circumstances where there has been deception by the Telecommunications Provider with regard to a charge for interconnection services.

13. Liability for Charges that Should Not Have Been Billed and Those That Were Overbilled

1. In the case of a recurring charge that should not have been billed or that was overbilled, a Telecommunications Provider must be credited with the excess back to the date of the error, subject to applicable limitation periods provided by law. However, a Telecommunications Provider that does not dispute the charge within one year of the date of an itemized billing statement which shows that charge correctly loses the right to have the excess credited for the period prior to that statement.

2. Non-recurring charges that should not have been billed or that were overbilled must be credited, provided that the Telecommunications Provider disputes them within 150 days of the date of the billing statement.

3. A Telecommunications Provider that is credited with any amount that should not have been billed or that was overbilled must also be credited with interest on that amount at the rate payable for interest on deposits that applied during the period in question.

PART A Definitions and General Terms
ITEM 102 General Rights and Obligations - continued

14. Minimum Contract Period

The minimum contract period for **RCCI**'s interconnection services is one month commencing from the date the interconnection services are provided, except where a longer minimum contract period is stipulated in either **RCCI**'s Tariffs or an agreement between **RCCI** and the Telecommunications Provider.

15. Telecommunications Provider - Initiated Cancellation or Termination of Service

1. A Telecommunications Provider which cancels or delays a request for service before installation work has started cannot be charged by **RCCI**. Installation work is considered to have started when the Telecommunications Provider has advised **RCCI** to proceed, and **RCCI** has incurred any related expense. A Telecommunications Provider which cancels or delays a request for service after installation work has started, but before service has started, will be charged the lesser of the full charge for the entire minimum contract period plus the installation charge or the estimated costs incurred in installation less estimated net salvage (referred to hereinafter as "cancellation charges"). The estimated installation costs include the cost of non- recoverable equipment and materials specifically provided or used plus the cost of installing, including engineering, supply expense, labour and supervision, and any other disbursements resulting from the installation and removal work.

2. A Telecommunications Provider which gives **RCCI** reasonable advance notice may terminate service after expiration of the minimum contract period, in which case it must pay charges due for interconnection services which have been furnished.

3. Notwithstanding Item 102.15.1, **RCCI** may waive its rights, in their entirety or in part, to claim cancellation charges in the case where the Telecommunications Provider wishes to replace the interconnection services by one or more of **RCCI**'s interconnection services of equal or greater value to the cancelled interconnection service.

16. RCCI -Initiated Suspension or Termination of Service

1. For greater certainty, the phrase "reasonable advance notice" as used in this Item 102.16 will generally be at least 30 days.

2. **RCCI** may suspend or terminate a Telecommunications Provider's service only where the Telecommunications Provider:

PART A Definitions and General Terms
ITEM 102 General Rights and Obligations - continued

16. RCCI - Initiated Suspension or Termination of Service - continued

1. fails to pay an amount owing by the Telecommunications Provider that is past due, provided that **RCCI** has provided reasonable advance notice;

2. fails to provide or maintain a reasonable deposit or alternative when required to do so pursuant to these Terms;

3. fails to comply with the provisions of a deferred payment agreement;

4. repeatedly fails to provide **RCCI** with reasonable entry and access in conformity with Item 102.5.1;

5. uses or permits others to use any of **RCCI**'s interconnection services so as to prevent fair and proportionate use by others;

6. contravenes Item 102.7; or

7. fails to provide payment when requested by **RCCI** pursuant to Item 102.11.4.

3. **RCCI** may not suspend or terminate service in the following circumstances:

   1. where the Telecommunications Provider is prepared to enter into and honour a reasonable deferred payment agreement; or

   2. where there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and
      RCCI does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.

4. Prior to suspension or termination, **RCCI** must provide the Telecommunications Provider with reasonable advance notice, stating:

   1. the reason for the proposed suspension or termination and the amount owing, if any;

   2. the scheduled suspension or termination date; and

   3. subject to contrary provisions of this Tariff or as approved by the CRTC, that a reasonable deferred payment agreement can be entered into (where the reason for suspension or termination is failure to pay).

5. Where repeated efforts to contact the Telecommunications Provider have failed, **RCCI** must, at a minimum, deliver the notice referred to in Item 102.16.4 to the billing address prior to delivering the notice referred to in Item 102.16.6.

PART A Definitions and General Terms
ITEM 102 General Rights and Obligations - continued

16. RCCI - Initiated Suspension or Termination of Service - continued

6. In addition to the notice required by Item 102.16.4, **RCCI** must, at least 24 hours prior to suspension or termination, advise the Telecommunications Provider or another responsible person that suspension or termination is imminent, except where:

    1. repeated efforts to so advise have failed;

    2. immediate action must be taken to protect **RCCI** from network harm resulting from facilities controlled or provided by the Telecommunications Provider; or

    3. the suspension or termination occurs by virtue of a failure to provide payment when requested by **RCCI** pursuant to Item 102.11.4.

7. Except with the Telecommunications Provider's consent or in exceptional circumstances, suspension or termination may occur only on business days between 8 a.m. and 5 p.m., local time, unless the business day precedes a non-business day, in which case disconnection may not occur after 12 noon local time.

8. Suspension or termination does not affect the Telecommunications Provider's obligation to pay any amount owed to **RCCI**.

9. In the case of interconnection services that have been suspended, unless suspension occurs during the minimum contract period, **RCCI** must make a daily pro rata allowance based on the monthly charge for such interconnection services.

10. **RCCI** must restore service, without undue delay, where the grounds for suspension or termination no longer exist, or a payment or deferred payment agreement has been negotiated. Service charges may apply.

11. Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, **RCCI** must restore service the next day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

17. Assignment

The Telecommunications Provider cannot assign its rights or obligations pursuant to this Tariff without having obtained the prior written consent of **RCCI**, which consent shall not unreasonably be withheld.

PART A Definitions and General Terms
ITEM 102 General Rights and Obligations - continued

18. Right of Access

When a Telecommunications Provider offers services to tenants within a multi-tenant building, it must provide **RCCI** with direct access, under reasonable terms and conditions, to tenants who choose to receive services to which a right of direct access has been mandated by the CRTC from **RCCI** rather than, or in addition to, services from the Telecommunications Provider.

PART A Definitions and General Terms

ITEM 103 Payment of Charges

1. The customer is responsible for payment to **RCCI** of charges for all service and equipment furnished. Fixed charges are billed and payable monthly in advance and other charges are payable when billed except as otherwise stated in Item 102.11.2.

2. Notwithstanding any other provisions in this Access Services Tariff, **RCCI** may assess a late-payment charge, which provides for administration and carrying charges related to accounts that are owed to **RCCI** and are in arrears. The late-payment charge applies when **RCCI** has not received payment within 30 days of the billing date.

3. Late payment charges are forborne from regulation pursuant to Section III of Telecom Regulatory Policy CRTC 2009-424. Late payment charges will be calculated as set out on the customer invoice, or at www.rogers.com

PART B Interconnections with Local Exchange Carriers (LECs)
ITEM 200 General

This Part governs the provision of interconnection services associated with facilities and services of **RCCI** and those of Telecommunications Providers that are LECs. A LEC that wishes to interconnect with **RCCI** must also enter into an interconnection agreement with **RCCI** in the form of the MALI.

Interconnection between **RCCI** and a LEC will be made on a per LIR basis. The only exception will be for LECs that are interconnected with **RCCI** on a per-exchange basis as of 29 May 2006, in which case moves, additions and changes will be permitted within these exchanges to the extent permitted by the MALI between **RCCI** and the LEC.

When a LEC is planning to migrate from the exchange-based interconnection regime to the LIR-based interconnection regime, it must respect the terms and conditions and the modification process set out in its existing interconnection agreement with **RCCI**

PART B Interconnections with Local Exchange Carriers (LECs)
ITEM 201 Compensation for Traffic Termination

1. Traffic imbalance may occur for traffic that is interchanged between **RCCI** and a LEC over designated Bill and Keep trunks. Subject to Item 201.1.2 below that applies to existing exchange based interconnection, where a traffic imbalance exists, the party which originates less traffic than it terminates is entitled to compensation. It is the responsibility of the party entitled to compensation (i.e., in whose favour the imbalance exists) to detect and apply charges for the imbalance.

2. For existing exchange-based interconnection, **RCCI** will notify the LEC of any imbalance in **RCCI**'s favour that is detected for 3 consecutive months on specific trunk groups (the "initial imbalance").

3. If **RCCI** detects a traffic imbalance in its favour, subsequent to the initial imbalance that applies for existing exchange-based interconnection and for LIR- based interconnection, it shall notify the LEC as soon as possible. For both the exchange-based and the LIR-based interconnection regimes, the non-recurring monthly rates specified below will be applied on the basis of actual traffic imbalances from the date of notification.

4. The charge for any month is calculated for each trunk required at the busiest period of that month on the basis of actual traffic imbalance in the month. The non-recurring monthly rates specified below apply for as long as the imbalance exists. When an imbalance recurs in a month subsequent to its declining to zero, **RCCI** shall notify the LEC of the recurrence of the imbalance. **RCCI** will then issue an invoice for the imbalance consistent with the manner in which ongoing imbalance situations are billed.

5. Where a traffic imbalance favourable to **RCCI** exists for a partial month after the activation of bill-and-keep trunks in a new LIR, **RCCI** may waive charges for that partial month. If **RCCI** chooses to do so, billing will resume as normal in the first complete month.

PART B Interconnection with Local Exchange Carriers (LECs)
ITEM 201. Compensation for Traffic Termination – continued

Termination of LEC Intra-exchange Traffic						
Territory	**Up to 24 trunks, each trunk ($)**	**Up to 48 trunks, each trunk ($)**	**Up to 72 trunks, each trunk ($)**	**Up to 96 trunks, each trunk ($)**	**More than 96 trunks, each trunk ($)**	
Alberta						
Greater than 20%	TCI CRTC 18008, Item 215.4(2)(b)(i)					
Greater than 40%						
Greater than 60%						
British Columbia						
Greater than 20%	TCBC CRTC 1017, Item 105(D)(4)(a)					
Greater than 40%						
Greater than 60%						
Manitoba						
Greater than 20%	Bell MTS CRTC 24006, Item 105(4)(D)(1)					
Greater than 40%						C
Greater than 60%						
New Brunswick						
Greater than 20%	Bell Aliant CRTC 21491, Item 646(3)(h)(i)					
Greater than 40%						C
Greater than 60%						
Newfoundland						
Greater than 20%	Bell Aliant CRTC 21491, Item 646(3)(h)(i)					
Greater than 40%						C
Greater than 60%						
Nova Scotia						
Greater than 20%	Bell Aliant CRTC 21491, Item 646(3)(h)(i)					
Greater than 40%						
Greater than 60%						C
Ontario/Quebec[1]						C
Greater than 20%	Bell CRTC 7516, Item 105(4)(d)(1)					
Greater than 40%						C
Greater than 60%						

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs N

PART B Interconnection with Local Exchange Carriers (LECs)
ITEM 201. Compensation for Traffic Termination – continued

Termination of LEC Intra-exchange Traffic					
Territory	**Up to 24 trunks, each trunk ($)**	**Up to 48 trunks, each trunk ($)**	**Up to 72 trunks, each trunk ($)**	**Up to 96 trunks, each trunk ($)**	**More than 96 trunks, each trunk ($)**
Prince Edward Island					
Greater than 20%	Aliant CRTC 21491, Item 646(3)(h)(i)				
Greater than 40%					
Greater than 60%					
Saskatchewan					
Greater than 20%	See Page 27 for LIR Interconnection				
Greater than 40%					
Greater than 60%					

N

Termination of LEC Intra LIR Traffic					
Territory	**Up to 24 trunks, each trunk ($)**	**Up to 48 trunks, each trunk ($)**	**Up to 72 trunks, each trunk ($)**	**Up to 96 trunks, each trunk ($)**	**More than 96 trunks, each trunk ($)**
Alberta					
Greater than 10%	TCI CRTC 18008, Item 215.4(2)(b)(i)				
Greater than 20%					
Greater than 30%					
Greater than 40%					
Greater than 50%					
Greater than 60%					
Greater than 70%					
Greater than 80%					
Greater than 90%					
British Columbia					
Greater than 10%	TCBC CRTC 1017, Item 105(D)(4)(a)				
Greater than 20%					
Greater than 30%					
Greater than 40%					
Greater than 50%					
Greater than 60%					
Greater than 70%					
Greater than 80%					
Greater than 90%					

PART B Interconnection with Local Exchange Carriers (LECs)
ITEM 201. Compensation for Traffic Termination – continued

Termination of LEC Intra LIR Traffic					
Territory	**Up to 24 trunks, each trunk ($)**	**Up to 48 trunks, each trunk ($)**	**Up to 72 trunks, each trunk ($)**	**Up to 96 trunks, each trunk ($)**	**More than 96 trunks, each trunk ($)**
Manitoba					
Greater than 10%	MTS CRTC 24006, Item 105(4)(D)(1)				
Greater than 20%					
Greater than 30%					
Greater than 40%					
Greater than 50%					
Greater than 60%					
Greater than 70%					
Greater than 80%					
Greater than 90%					
New Brunswick					
Greater than 10%	Aliant CRTC 21491, Item 646(3)(h)(ii)				
Greater than 20%					
Greater than 30%					
Greater than 40%					
Greater than 50%					
Greater than 60%					
Greater than 70%					
Greater than 80%					
Greater than 90%					
Newfoundland					
Greater than 10%	Aliant CRTC 21491, Item 646(3)(h)(ii)				
Greater than 20%					
Greater than 30%					
Greater than 40%					
Greater than 50%					
Greater than 60%					
Greater than 70%					
Greater than 80%					
Greater than 90%					
Nova Scotia					
Greater than 10%	Aliant CRTC 21491, Item 646(3)(h)(ii)				
Greater than 20%					
Greater than 30%					
Greater than 40%					
Greater than 50%					
Greater than 60%					
Greater than 70%					
Greater than 80%					
Greater than 90%					

PART B Interconnection with Local Exchange Carriers (LECs)
ITEM 201. Compensation for Traffic Termination – continued

Termination of LEC Intra LIR Traffic					
Territory	**Up to 24 trunks, each trunk ($)**	**Up to 48 trunks, each trunk ($)**	**Up to 72 trunks, each trunk ($)**	**Up to 96 trunks, each trunk ($)**	**More than 96 trunks, each trunk ($)**
Ontario[1]					
Greater than 10%	TBayTel CRTC 25571, Section 8000.4(d)(1)				
Greater than 20%					
Greater than 30%					
Greater than 40%					
Greater than 50%					
Greater than 60%					
Greater than 70%					
Greater than 80%					
Greater than 90%					

N

[1] Rates applicable in the operating territory of TBayTel operating as the SILEC. N

PART B Interconnection with Local Exchange Carriers (LECs)
ITEM 201 Compensation for Traffic Termination – continued

Termination of LEC Intra LIR Traffic					
Territory	**Up to 24 trunks, each trunk ($)**	**Up to 48 trunks, each trunk ($)**	**Up to 72 trunks, each trunk ($)**	**Up to 96 trunks, each trunk ($)**	**More than 96 trunks, each trunk ($)**
Ontario/Quebec[1]					
Greater than 10%	Bell CRTC 7516, Item 105(4)(d)(1) Bell Aliant CRTC 21562, Item 105(4)(d)(1)				
Greater than 20%					
Greater than 30%					
Greater than 40%					
Greater than 50%					
Greater than 60%					
Greater than 70%					
Greater than 80%					
Greater than 90%					
Prince Edward Island					
Greater than 10%	Aliant CRTC 21491, Item 646(3)(h)(ii)				
Greater than 20%					
Greater than 30%					
Greater than 40%					
Greater than 50%					
Greater than 60%					
Greater than 70%					
Greater than 80%					
Greater than 90%					
Saskatchewan					
Greater than 10%	SaskTel CRTC 21414, Item 610.18(4)(3)(a)				
Greater than 20%					
Greater than 30%					
Greater than 40%					
Greater than 50%					
Greater than 60%					
Greater than 70%					
Greater than 80%					
Greater than 90%					

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

PART B Interconnection with Local Exchange Carriers (LECs)
ITEM 201 Compensation for Traffic Termination – continued

Percentage of the compensation payments[1]

The table below indicates the percentages of the monthly compensation payments to a LEC when the total volume of traffic exchanged between **RCCI** and a LEC over all local shared-cost trunks is at least 10 million minutes per month and the volume of traffic in the direction of that LEC network is more than 80 percent of the total traffic exchanged between **RCCI** and that LEC (the Traffic Threshold) for three months or more. The percentages set out in the table below will continue to apply for each month until the traffic falls to, or below, the Traffic Threshold.

Following the initial application of the percentages in the table below, the percentages will apply in any subsequent month when the total volume of traffic exchanged between **RCCI** and that LEC over all their local shared-cost trunks is at least 10 million minutes per month, and the volume of traffic in the direction of that LEC network is more than the Traffic Threshold.

The compensation payments are calculated by applying the percentages to the amounts payable using the rates identified in the tables above.

Percentage of LEC traffic in one direction over total traffic exchanged between LECs	Percentage of the compensation payments to a LEC with highest % traffic in one direction
≤ 80	100
>80	95
>82	90
>84	85
>86	80
>88	75
>90	65
>92	55
>94	45
>96	35
>98	25

[1] Applicable in the operating territories of Bell Aliant and Bell Canada operating as an ILEC

PART B Interconnection with Local Exchange Carriers (LECs)
ITEM 201 Compensation for Traffic Termination – continued

2. Termination of Traffic from Exchanges within ILEC Local Calling Area

This service is forborne from regulation pursuant to Telecom Regulatory Policy CRTC 2014-226 (dated May 9, 2014). Rogers may continue to offer call termination services (CTS) on a negotiated basis. N N N

PART B Interconnection with Local Exchange Carriers (LECs)
ITEM 201 Compensation for Traffic Termination - continued

This service is forborne from regulation pursuant to Telecom Regulatory Policy CRTC 2014-226 (dated May 9, 2014). Rogers may continue to offer call termination services (CTS) on a negotiated basis. N N N

PART B Interconnection with Local Exchange Carriers (LECs)
ITEM 202 Basic Listing Interchange File

1. Basic Listing Interchange File ("BLIF") service is offered by **RCCI** to LECs operating in Canada. BLIF service is also available to independent directory publishers for the sole purpose of providing directories and to alternate operator service providers for the sole purpose of providing directory assistance. BLIF service provides for a machine-readable file containing non-confidential subscriber listing information ("listings") for **RCCI**'s end-customers, listed and intended to be listed in the LEC's directories and directory assistance databases. **RCCI** provides a complete set of end- customer listings, as specified in the BLIF Service Description and Ordering Guidelines document (the "BLIF Document"), for the purpose of providing telephone directories and/or directory assistance information.

2. BLIF service is provided by **RCCI** in accordance with the terms and conditions contained in the BLIF Agreement, including the limitation of **RCCI**'s liability. A LEC, an independent directory publisher or an alternate operator service provider who obtains **RCCI**'s end-customer listings under this tariff will herein be referred to as the licensee. The licensee accepts all the obligations of the licensee pursuant to the BLIF Agreement and must enter into the BLIF Agreement for 5 years. The BLIF Agreement is renewable automatically for subsequent 5-year periods.

3. Listings are provided in a format conforming to the specifications set out in the BLIF Document.

4. The BLIF includes all of the required information as specified in the BLIF Document.

5. Licensee may purchase residential listings, business/government listings, or both.

6. The BLIF for **RCCI**'s serving area is available on an exchange basis. A listing of the exchanges served by **RCCI** is available on request.

PART B Interconnection with Local Exchange Carriers (LECs)
ITEM 202 Basic Listing Interchange File – continued

7. The following is a non-exhaustive list of types of listing information not provided in the BLIF:

   Non-Published Telephone Numbers;
   "Out of Book" Listings;
   800, 877, 888 and 900 listings;
   Reference Listings;
   9-1-1, 711, 611, 411, 0, 1;
   Listings for WSP end-customers;
   Additional/extra listings;
   Text accompanying listings (i.e. special instructions, Internet listings, etc.)

   In this Item, "out of book" means those listings added to a particular directory when the terminating location of the number is not within the physical region of the directory's coverage.

8. The licensee shall comply with all specifications set out in the BLIF Document pertaining to the receiving LEC.

9. The licensee may terminate the BLIF Agreement at any time by giving written notice to **RCCI** at least 90 days in advance of the effective date of any such termination. **RCCI** shall have the right to terminate the BLIF Agreement upon 10 days prior written notice to the licensee, if the licensee has breached any of its material obligations in the BLIF Agreement or this Item, and the licensee has failed to cure such default within 30 days of receipt of written notice sent from **RCCI** describing the nature of the default.

10. In the event of termination, any amounts due to **RCCI** pursuant to the BLIF Agreement and this Item shall immediately become due and payable. In such event, the licensee shall immediately discontinue the use of the listings and comply with all other requirements set out in the BLIF Agreement.

PART B Interconnection with Local Exchange Carriers (LECs)
ITEM 202 Basic Listing Interchange File - continued

11. The following charges are payable to **RCCI** for BLIF Masters and BLIF Updates as defined in the BLIF Agreement:

Each BLIF Master and/or Update, per listing		
Territory	**($)**	
Alberta	TCC CRTC 21462, Item 212.3	
British Columbia	TCC CRTC 21462, Item 212.3	
Manitoba	Bell MTS CRTC 24006, Item 310(4)	**C**
New Brunswick	Bell Aliant CRTC 21491, Item 636(3)(iii)	**C**
Newfoundland	Bell Aliant CRTC 21491, Item 636(3)(iv)	**C**
Nova Scotia	Bell Aliant CRTC 21491, Item 636(3)(ii)	**C**
Ontario/Quebec[1]	Bell CRTC 7516, Item 310(4)	**C**
Ontario[2]	TBayTel CRTC 25570 Section T85 Item 6.04	**N**
Prince Edward Island	Aliant CRTC 21491, Item 636(3)(i)	
Saskatchewan	SaskTel CRTC 21414, Item 650.02(4)	

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC. **N**

PART C Interconnection with Interexchange Service Providers (IXSPs)
ITEM 300 General

This Part governs the provision of interconnection services associated with facilities and services of **RCCI** and those of Telecommunications Providers that are IXSPs. An interexchange carrier ("IXC") that wishes to interconnect with **RCCI** must also enter into an interconnection agreement with **RCCI** in the form of the CLEC-IXC Agreement.

PART C Interconnection with Interexchange Service Providers (IXSPs)
ITEM 301 Terms and Conditions Applicable to Interconnection with IXSPs

1. **RCCI** will provide at least one suitably equipped point of interconnection in each exchange in which it operates as a CLEC. An IXC may also enter into a transiting arrangement to interconnect with **RCCI** via the ILEC where suitable ILEC facilities exist.

2. Equal Access:

    1. Equal Access is available to IXSPs in **RCCI**'s serving areas.

    2. Equal Access is available from any local reseller that is an affiliate of **RCCI** to IXSPs that subscribe to interconnection services from **RCCI**.

3. The provision of interconnection services is further subject to the terms and conditions specified in the CLEC-IXC Agreement, including the Appendices and Schedules, and in the PIC/CARE Access Customer Handbook described in Item 302.4.3. As an exception to Item 102.8, the CLEC-IXC Agreement defines and determines the procedures for andling confidential information provided by the IXSP to **RCCI** and specifies procedures with respect to the receipt and processing of orders from the IXSP, interchange carrier billing, network planning requirements and PIC information processing, all in relation to interconnection services.

    Such procedures shall also bind IX resellers and govern the handling of confidential information provided by the IX reseller to **RCCI**. **RCCI** shall provide the IX reseller with a copy of the CLEC-IXC Agreement.

4. As a condition for network interconnection with **RCCI**:

    1. All carriers that establish network interconnection and call routing arrangements related to 900 calls must abide by the Commission-mandated consumer safeguards for 900 Service as outlined in Telecom Decision CRTC 2006-48, Appendix A as may be amended by the Commission from time to time; and

    2. These carriers are to include and enforce in all contracts or other arrangements with their 900 service content provider customers, the requirement to abide by these same Commission-mandated consumer safeguards.

PART C Interconnection with Interexchange Service Providers (IXSPs)
ITEM 301 Terms and Conditions Applicable to Interconnection with IXSPs - continued

5. **RCCI** does not make any representation that its interconnection services shall at all times be available in the quantities requested and at the locations specified by the IXSP. **RCCI** shall, however, devote its best reasonable effort to make such interconnection services available on request, in accordance with the Network Planning section of the CLEC-IXC Agreement and taking account of **RCCI**'s own requirements.

6. When **RCCI** agrees to provide interconnection services under this Part at the IXSP's premises or at its customers' premises, the IXSP will furnish or arrange to furnish to **RCCI**, at no charge, adequate equipment space and electrical power.

7. The IXSP will also furnish or arrange to furnish to **RCCI**, at no charge, any additional facilities or protective apparatus that may be required due to particular hazards at the interconnection locations.

8. Where equipment or facilities are provided by the IXSP, or its customers, including IX resellers, the interface with **RCCI**'s equipment or facilities shall comply with industry-accepted guidelines.

9. Prior to receiving interconnection service pursuant to this Part, an IXSP must register with the CRTC and with **RCCI**, except IXSPs that resell **RCCI**'s switched local exchange or switched interexchange service only to persons physically located in or on the IXSP's business premises.

10. Together with its registration, an IXC shall file with the CRTC a full description of its interexchange network, including information regarding the extent of owned and leased transmission facilities and shall notify **RCCI** of such filing.

11. Network Changes

    1. **RCCI** makes no representations that its equipment and facilities are adapted or will remain adapted for use in connection with IXSP-provided equipment or facilities.

    2. **RCCI** reserves the right to change in whole or in part, the design, function, operation or layout of its equipment or facilities as it considers necessary. **RCCI** shall not be responsible to an IXSP or its customers for any equipment or facilities which cease to be compatible with **RCCI**'s equipment or facilities or become inoperative because of such changes to **RCCI**'s equipment or facilities.

PART C Interconnection with Interexchange Service Providers (IXSPs)
ITEM 301 Terms and Conditions Applicable to Interconnection with IXSPs - continued

11. Network Changes – continued

    3. **RCCI** will provide the IXSP with advance notice of changes to **RCCI**'s equipment or facilities that may affect the IXSP's interconnection with **RCCI** in accordance with applicable CRTC requirements.

    4. The IXSP shall not implement any change to its operations, services or network which would, in the reasonable assessment of **RCCI**, materially affect **RCCI**'s operation, interconnection services or network, without the prior consent of **RCCI**, which shall not unreasonably be withheld.

    5. The IXSP will provide **RCCI** with advance notice of changes to the IXSP's equipment or facilities that may affect **RCCI**'s interconnection with the IXSP in accordance with applicable CRTC requirements.

12. Network Outages

    1. **RCCI** will provide the IXSP with the earliest possible notice of all network outages affecting the operation of the IXSP's equipment or facilities.

    2. **RCCI** does not guarantee uninterrupted working of its interconnection service, and shall not be liable to the IXSP, its customers or to any other person, for any failure or delay in performance of any interconnection service provided pursuant to this Part, to the extent that such failure or delay is attributable to causes or results from events beyond **RCCI**'s reasonable control. Nothing in this paragraph shall extend the liability of **RCCI** as specified in the Terms (Item 102) in the event of network outages or service problems.

13. Protection

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

    1. interfere with or impair service over any facilities of **RCCI**'s or any Telecommunications Providers with which **RCCI** interchanges traffic;

    2. cause damage to **RCCI**'s facilities;

    3. impair the privacy of any communication carried over **RCCI**'s facilities, or

    4. create hazards to **RCCI**'s employees or to the public.

PART C Interconnection with Interexchange Service Providers (IXSPs)
ITEM 301 Terms and Conditions Applicable to Interconnection with IXSPs – continued

14. If such characteristics or methods of operation are not in accordance with Item 301.12, **RCCI** will, where practicable, notify the IXSP that temporary discontinuance of the use of any equipment or facilities may be required. When prior notice is not practicable, nothing contained within the Tariff shall be deemed to preclude **RCCI** from temporarily discontinuing forthwith the availability to the IXSP of any equipment or facility if such action is reasonable under the circumstances. In cases of such discontinuance, the IXSP will be promptly notified and afforded the opportunity to correct the condition which caused the temporary discontinuance.

15. During any period of temporary discontinuance of service caused by a trouble or condition arising in the IXSP's operations, equipment or facilities, no refund for interruption of service, as specified in the Terms (Item 102), shall be made.

PART C Interconnection with Interexchange Service Providers (IXSPs)
ITEM 302 Trunk-side Access

1. Feature Group D Interconnecting Circuits

1. Trunk-side access permits the interconnection of facilities to enable the interchange of traffic between **RCCI** and the IXSP, and can be configured for Feature Group D (FGD).

2. FGD interconnection enables the IXSP to offer end-customers access to its services by dialling directly (1+, 0+, 011+, 00- or 01+) or for casual access (10XXX or 10XXXX).

3. Trunk-side access is provided through FGD interconnecting circuits that may, subject to the availability of suitable facilities:
   1. be connected using Access Tandem (AT) Connection or Direct Connection (DC); and
   2. use MF or CCS7 signalling. **N**

4. The facilities used for trunk-side access may be provided by **RCCI** or any Telecommunications Provider.

5. The order processing charges specified below apply for each DS-0 Set used as FGD interconnecting circuits. A "DS-0 Set" means a group of FGD DS-0s within the same DS-1 connected at the same location and ordered at the same time.

Feature Group D Interconnecting Circuits		
Territory	**Inward Order, each DS-0 Set ($)**	**Change Order, each DS-0 Set ($)**
Alberta	TCI CRTC 18008, Item 270.1(2)(d)	
British Columbia	TCBC CRTC 1017, Item 70(A)(7)	
Manitoba	Bell MTS CRTC 24006, Item 40(1)(G)	**C**
New Brunswick	Bell Aliant CRTC 21491, Item 608(6)(a)(vii)	**C**
Newfoundland	Bell Aliant CRTC 21491, Item 608(6)(a)(vii)	**C**
Nova Scotia	Bell Aliant CRTC 21491, Item 608(6)(a)(vii)	**C**
Ontario/Quebec[1]	Bell CRTC 7516, Item 40(1)(g)(1)	**C**
Ontario[2]	TBayTel CRTC 25571 Section 1000.4, B.5(d)	**N**
Prince Edward Island	Aliant CRTC 21491, Item 608(6)(a)(vii)	
Saskatchewan	SaskTel CRTC 21414, Item 610.06(1)(F)	

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC. **N**

PART C Interconnection with Interexchange Service Providers (IXSPs)
ITEM 302 Trunk-side Access - continued

2. Switching and Aggregation

1. **RCCI** offers switching and aggregation service to IXSPs comprised of switching, transport and signalling functions at the originating or terminating end of a call, including, subject to availability:
   1. hardware answer supervision;
   2. delivery of calling line identification.

2. When an IXSP requests trunk-side access, a switching and aggregation charge applies to each conversation minute of originating or terminating traffic exchanged. This charge is derived by multiplying the charge based on total elapsed carrier connect time by the connect time to conversation minutes ratio.

3. When an IXSP requests Access Tandem Connection, the switching and aggregation charge is comprised of the combined Direct Connection and Access Tandem Connection charges listed below.

4 Charges:

Switching and Aggregation Charges						
Territory	**Rate Based on Connect Time ($)**		**Connect Time to Conversion Minutes Ratio**		**Charge Based on Conversion Minutes ($)**	
	Direct Connection	Access Tandem	Direct Connection	Access Tandem	Direct Connection	Access Tandem
Alberta	TCI CRTC 18008, Item 270.2(4)					
British Columbia	TCBC CRTC 1017, Item 70(E)(4) and (5)					
Manitoba	Bell MTS CRTC 24006, Item 40(3)(D)					
New Brunswick	Bell Aliant CRTC 21491, Item 608(6)(c)(iv)					
Newfoundland	Bell Aliant CRTC 21491, Item 608(6)(c)(iv)					
Nova Scotia	Bell Aliant CRTC 21491, Item 608(6)(c)(iv)					
Ontario/Quebec[1]	Bell CRTC 7516, Item 40(4)(d))					
Ontario (Coldwater)	Persona Communications CRTC 21281, GT, Section 1250, Item 2.04					
Ontario[2]	TBayTel CRTC 25571 Sections 1000.4.B.2a & 1000.4.B.2b					
Prince Edward Island	Bell Aliant CRTC 21491, Item 608(6)(c)(iv)					
Saskatchewan	SaskTel CRTC 21414, Item 610.06(2)(D)					

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC.

PART C Interconnection with Interexchange Service Providers (IXSPs) N
ITEM 302 Trunk-side Access – continued

2A. Routing of 800/888 Calls

1. **RCCI** offers 800/888 calling routing on a national basis where **RCCI** operates as a CLEC.

2. An interconnecting circuit with trunk-side access may be arranged to provide for the routing of 800/888 calls destined for the IXSP's network. This arrangement is available for direct connection and toll transiting, and shall use CCS7 signaling.

2. In addition to the switching and aggregation charge described above, 800/888 dialed calls routed to the IXSP are subject to a carrier identification charge as specified below.

3. Rates: 800/888 Carrier Identification Charge, each call:

Alberta	TCI CRTC 18008, Item 270.2(5)
British Columbia	TCBC CRTC 1017, Item 70(E)(7)
Manitoba	Bell MTS CRTC 24006, Item 40(3)(F)
New Brunswick	Bell Aliant CRTC 21491, Item 608(6)(c)(vii)
Newfoundland	Bell Aliant CRTC 21491, Item 608(6)(c)(vii)
Nova Scotia	Bell Aliant CRTC 21491, Item 608(6)(c)(vii)
Ontario/Quebec[1]	Bell CRTC 7516, Item 40(4)(f)
Prince Edward Island	Bell Aliant CRTC 21491, Item 608(6)(c)(vii)
Saskatchewan	SaskTel CRTC 21414, Item 610.06(2)(F)

[1] Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs N

PART C Interconnection with Interexchange Service Providers (IXSPs)
ITEM 302 Trunk-side Access - continued

3. CCS7 Signalling

1. CCS7 Signalling service may be provided by **RCCI** to an IXSP for the purpose of call set-up and take-down. The service provides a port connection on **RCCI**'s designated gateway Signalling Transfer Points (STPs) for each DS-0 channel linking **RCCI**'s STPs to the IXSP's STPs or switch(es). An IXSP may establish either IXSP STP-to-STP connection ("D-link") or IXSP switch-to-STP connection ("A-link"), but not both.

2. The DS-0 channel facility linking **RCCI**'s STPs to the IXSP's STPs or switch(es) may be provided by **RCCI** or by any Telecommunications Provider.

Rates

3. The monthly rate for each STP port connection used to establish a DS-0 channel D-link is specified below. IXSPs are required to connect in multiples of 4 DS-0 channels.

4. The monthly rate for each STP port connection used to establish a DS-0 channel A-link is specified below. IXSPs are required to connect in multiples of 2 DS-0 channels per switch

Service Charges

5. The order processing charges specified below apply for each DS-0 Set of D-links or A-links. A "DS-0 Set" means a group of DS-0s within the same DS-1 connected at the same location and ordered at the same time.

6. When it is necessary for **RCCI** to incur expense in order to meet IXSP requirements for subsequent additions or changes to D-links or A-links, the IXSP shall pay an additional charge based on estimated time and costs incurred to meet the IXSP's request.

7. In addition, the service charge specified below applies for operations and translations associated with the provisioning of STP port connections to establish DS-0 channels for A- links. This charge applies to each IXSP request for work to be completed at the same time and applies only once for all connections ordered at the same time.

PART C Interconnection with Interexchange Service Providers (IXSPs)
ITEM 302 Trunk-side Access - continued

CCS7 Signalling					
Territory	Monthly Charges ($)		Service Charges ($)		
	D-link, per port connection Item 302.3.3	A-link, per port connection Item 302.3.4	Inward order, per DS-0 set Item 302.3.5	Change order, per DS-0 set Item 302.3.6	Operation and translation for A-link Item 302.3.7
Alberta	TCI CRTC 18008 Item 270.2(7)(b)	TCI CRTC 18008 Item 270.2(7)(b)	TCI CRTC 18008, Item 270.1(2)(d)		TCI CRTC 18008, Item 270.2(7)(b)
British Columbia	TCBC CRTC 1017 Item 70(A)(8)(a)	TCBC CRTC 1017 Item 70(A)(8)(a)	TCBC CRTC 1017, Item 70(A)(7))		TCBC CRTC 1017, Item 70(A)(8)(b)
Manitoba	**[FILE]**	Bell CRTC 7516 Item 40(1)(h)(2)	MTS CRTC 24006, Item 40(1)(G)		Bell CRTC 7516, Item 40(1)(h)(3)
New Brunswick	**[FILE]**	Bell CRTC 7516 Item 40(1)(h)(2)	Aliant CRTC 21491, Item 608(6)(a)(vii)		Bell CRTC 7516, Item 40(1)(h)(3)
Newfoundland	**[FILE]**	Bell CRTC 7516 Item 40(1)(h)(2)	Aliant CRTC 21491, Item 608(6)(a)(vii)		Bell CRTC 7516, Item 40(1)(h)(3)
Nova Scotia	**[FILE]**	Bell CRTC 7516 Item 40(1)(h)(2)	Aliant CRTC 21491, Item 608(6)(a)(vii)		Bell CRTC 7516, Item 40(1)(h)(3)
Ontario/Quebec[1]	Bell CRTC 7516 Item 40(1)(h)(1) Bell Aliant CRTC 21562 Item 40(1)(h)(1)	Bell CRTC 7516 Item 40(1)(h)(2) Bell Aliant CRTC 21562 Item 40(1)(h)(2)	Bell CRTC 7516, Item 40(1)(g)(1) Bell Aliant CRTC 21562, Item 40(1)(g)(1)		Bell CRTC 7516, Item 40(1)(h)(3) Bell Aliant CRTC 21562, Item 40(1)(h)(3)
Prince Edward Island	**[FILE]**	Bell CRTC 7516 Item 40(1)(h)(2)	Aliant CRTC 21491, Item 608(6)(a)(vii)		Bell CRTC 7516, Item 40(1)(h)(3)
Saskatchewan	**[FILE]**	**[FILE]**	SaskTel CRTC 21414, Item 610.06(1)(F)		**[FILE]**

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs

PART C Interconnection with Interexchange Service Providers (IXSPs)
ITEM 302 Trunk-side Access – continued

4. Primary Interexchange Carrier (PIC) Processing

1. Trunk-side access with FGD enables the IXSP to offer its end-customers access to its services by direct dialling. Such access is enabled by identifying the IXSP as the end-customer's PIC. PIC selections may be specified in respect of **RCCI**'s end-customer network access services ("NAS") that provide direct-dialled voice access to the PSTN. A list of specific eligible services is included in the PIC/CARE Access Customer Handbook (the "Handbook") described in Item 302.4.3. Charges associated with each of the PIC processing activities described below are set out in Item 302.4.8.

2. At least 60 calendar days before an IXSP wishes PIC processing to begin, the IXSP must establish a PIC processing account with **RCCI**. When establishing the PIC processing account, the IXSP must provide its Customer Account Record Exchange (CARE) Profile. The CARE Profile form is provided in the Handbook and requires the IXSP to identify specified PIC processing parameters and options.

   Subsequent changes to the IXSP's parameters and options must be provided to **RCCI** in writing at least 30 calendar days before the requested effective date of the change.

3. **RCCI** will provide each IXSP that establishes a PIC processing account with 2 copies of the Handbook. The Handbook contains standards and procedures for the processing of PIC transactions between **RCCI** and the IXSP.

4. **RCCI** will apply a PIC processing charge to the IXSP selected by an end-customer for establishing or changing a PIC selection in respect of that end-customer's NAS. Changes include adding new or additional NAS, end-customer moves and end-customer initiated telephone number changes.

5. In the case of PIC selection changes that are disputed by the end-customer or an IXSP on behalf of the end-customer, the end-customer's PIC selection will be reinstated to the previous PIC. The IXSP must then provide evidence of end-customer authorization as described in Schedule 4 of the CLEC-IXC Agreement. If such end-customer authorization is not provided within 15 business days from the date of the request from **RCCI**, the IXSP will be deemed to have requested an unauthorized PIC change. In addition to the unauthorized PIC change charge set out below, the PIC processing charge set out below and associated with Item 302.4.4 is assessed to the IXSP that requested an unauthorized PIC change to cover the reinstatement of the unauthorized PIC to the previous PIC selection.

PART C Interconnection with Interexchange Service Providers (IXSPs)
ITEM 302 Trunk-side Access – continued

4. Primary Interexchange Carrier (PIC) Processing - continued

6. To enable the IXSP to validate or place PIC subscription orders at the working telephone number level, the IXSP may request and obtain from **RCCI** a detailed record transaction in CARE format of all working telephone numbers subscribed to a specific billing telephone number ("BTN").

7. To enable the IXSP to perform reconciliation between the IXSP's billing records and **RCCI**'s PIC database, the IXSP may request a verification record from **RCCI**.

8. The PIC processing service charges described in Items 302.4.2 and 302.4.3 set out below apply at the rate established for the territory where interconnection first occurs. The remaining PIC processing service charges apply at the rates set out below for each territory where **RCCI** and the IXSP interconnect.

Primary Interexchange Carrier (PIC) Processing								
Territory	Account Set-up per PIC processing account ($) Item 302.4.2	Changes to CARE profile, per request ($) Item 302.4.2	Handbook, each additional copy ($) Item 302.4.3	PIC Processing, per NAS ($) Item 302.4.4	Unauthorized PIC Change, per NAS ($) Item 302.4.5	BTN Detail per working telephone number provided ($) Item 302.4.6	Verification of record per NAS ($) Item 302.4.7	
Alberta	TCI CRTC 18008, Item 270.4(7)							
British Columbia	TCBC CRTC 1017, Item 70(F)(8)							
Manitoba	Bell MTS CRTC 24006, Item 40(4)(H)							**C**
New Brunswick	Bell Aliant CRTC 21491, Item 608(6)(d)(viii)							**C**
Newfoundland	Bell Aliant CRTC 21491, Item 608(6)(d)(viii)							**C**
Nova Scotia	Bell Aliant CRTC 21491, Item 608(6)(d)(viii)							**C**
Ontario/Quebec[1]	Bell CRTC 7516, Item 40(5)(h)							**C**
Ontario[2]	TBayTel CRTC 25571 Section 2000.3							**N**
Prince Edward Island	Bell Aliant CRTC 21491, Item 608(6)(d)(viii)							**C**
Saskatchewan	SaskTel CRTC 21414, Item 610.06(3)(H)							

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC. **N**

PART C Interconnection with Interexchange Service Providers (IXSPs)
ITEM 302 Trunk-side Access - continued

5. Carrier Network Profile Change

1. **RCCI** will implement the network and translation options selected by the IXSP at the time of the IXSP's initial order for trunk-side access. The IXSP will indicate its selections by completing a carrier profile questionnaire ("CPQ") in respect of each carrier identification code ("CIC") used.

2. The following service charges will apply in respect of changes requested by the IXSP to its CPQ at any time subsequent to the initial programming in **RCCI**'s switch. The service charges apply to each switch in which modifications are required due to an IXSP's change request.

Carrier Network Profile Change Charge ($)					
Territory	**International Calling**	**Abbreviated Dialling No. 1**	**Pre-subscription Indication**	**Flexible ANI**	
Alberta	TCI CRTC 18008, Item 270.6(3)				
British Columbia	TCBC CRTC 1017, Item 70(H)(3)				
Manitoba	Bell MTS CRTC 24006, Item 40(6)(C)				C
New Brunswick	Bell Aliant CRTC 21491, Item 608(6)(f)(iii)				C
Newfoundland	Bell Aliant CRTC 21491, Item 608(6)(f)(iii)				C
Nova Scotia	Bell Aliant CRTC 21491, Item 608(6)(f)(iii)				C
Ontario/Quebec[1]	Bell CRTC 7516, Item 40(7)(c)				C
Ontario[2]	TBayTel CRTC 25571, Section 1000.4, Item B.7(c)				N
Prince Edward Island	Bell Aliant CRTC 21491, Item 608(6)(f)(iii)				C
Saskatchewan	SaskTel CRTC 21414, Item 610.06(5)(C)				

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC N

PART C **Interconnection with Interexchange Service Providers (IXSPs)**
ITEM 303 **Network Announcements for Customers of Disconnected IXSPs with Trunk-side Access**

1. This service provides for a network announcement to be activated when an IXSP with trunk-side access is disconnected from **RCCI**'s network or otherwise ceases to provide its end-customers with access to interexchange services. **RCCI** will route all calls destined for the network of the disconnected IXSP to a recorded announcement. The announcement will inform end-customers that the IXSP is no longer in service and direct such end-customers to contact another IXSP to establish service. The announcement will also provide instructions for making interexchange calls using casual calling.

2. The announcement creation fee specified below applies to each IXSP upon the provision of its CARE Profile for the creation of the announcement capability in respect of that IXSP.

3. In addition, each time an IXSP with trunk-side access is disconnected from **RCCI**'s network, or otherwise ceases to provide its end-customers with access to interexchange services, the announcement activation charge specified below is assessed to each remaining IXSP having provided to **RCCI** its CARE Profile for that ILEC operating territory, on the date that the announcement is activated.

4. Service Charges:

Network Announcements for Customers of Disconnected IXSPs with Trunk-Side Access			
Territory	**Once only announcement creation fee ($)**	**Announcement activation charge, each occurrence ($)**	
Alberta	TCC CRTC 21462, Item 201.3		
British Columbia	TCC CRTC 21462, Item 201.3		
Manitoba	Bell MTS CRTC 24006, Item 80(1)(D)		**C**
New Brunswick	Bell Aliant CRTC 21491, Item 608(10)(b)		**C**
Newfoundland	Bell Aliant CRTC 21491, Item 608(10)(b)		**C**
Nova Scotia	Bell Aliant CRTC 21491, Item 608(10)(b)		**C**
Ontario/Quebec[1]	Bell CRTC 7516, Item 80(1)(c)		**C**
Ontario[2]	TBayTel CRTC 25571, Section 8180.2		**N** **C**
Prince Edward Island	Bell Aliant CRTC 21491, Item 608(10)(b)		
Saskatchewan	SaskTel CRTC 21414, Item 610.08(3)		**N**

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Bell's rates applicable in the operating territory of TBayTel operating as the SILEC **N**

PART C **Interconnection with Interexchange Service Providers (IXSPs)**
ITEM 303 **Network Announcements for Customers of disconnected IXSPs with Trunk-side Access – continued**

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

PART C Interconnection with Interexchange Service Providers (IXSPs)
ITEM 304 Bulk Transfer of End-Customer Base Between IXSPs

1. This service is intended for situations such as acquisitions or mergers in which one IXSP with trunk side access (the "acquiring IXSP") acquires the equal access end- customer base of another IXSP (the "original IXSP"). The acquiring IXSP can request **RCCI** to convert the end-customers' PIC selections from the original IXSP to the acquiring IXSP on a bulk transfer basis. Before **RCCI** will process the requested transfer, the acquiring IXSP must provide **RCCI** with documentation of the original IXSP's agreement to the bulk transfer of its end-customer base.

2. The acquiring IXSP must request a bulk transfer of an original IXSP's end-customer base from **RCCI** in advance of the proposed transfer date. The advance notice required by **RCCI** and the specific timing of the transfer will vary depending upon the size and nature of the end-customer base to be transferred.

3. Charges for processing a request for a bulk transfer of another IXSP's end-customer base are assessed to the acquiring IXSP. The charges consist of a basic charge per request and a variable charge per NAS.

4. Charges

Territory	Basic Charge, each request ($)	Variable Charge, each NAS ($)
Alberta	TCC CRTC 21462, Item 200.3	
British Columbia	TCC CRTC 21462, Item 200.3	
Manitoba	Bell MTS CRTC 24006, Item 85(1)(D)	
New Brunswick	Bell Aliant CRTC 21491, Item 608(11)(b)	
Newfoundland	Bell Aliant CRTC 21491, Item 608(11)(b)	
Nova Scotia	Bell Aliant CRTC 21491, Item 608(11)(b)	
Ontario/Quebec[1]	Bell CRTC 7516, Item 85(1)(d)	
Ontario[2]	TBayTel CRTC 25571, Section 1000.4 B.8(c)	
Prince Edward Island	Bell Aliant CRTC 21491, Item 608(11)(b)	
Saskatchewan	SaskTel CRTC 21414, Item 610.10(3)	

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC

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PART C Interconnection with Interexchange Service Providers (IXSPs)
ITEM 305 Billing and Collection Service

1. Subject to the terms and conditions set forth in a Billing and Collection Services Agreement to be entered into between **RCCI** and the IXSP or its agent, **RCCI** will provide or arrange billing and collection service for eligible services provided by the IXSP. Eligible services are defined in the Billing and Collection Services Agreement and include bill to third number, collect, caller pays, directory assistance, casual calling, sent paid, coin telephone, conference call and messaging services.

2. Billing and Collection Service includes:

    1. preparation and rendering of bills for charges purchased by **RCCI** from the IXSP which are associated with eligible services provided by the IXSP to end-customers who also maintain accounts with **RCCI** for local service;

    2. collection of payments for charges associated with eligible calls placed by end-customers who use the IXSP's eligible services. Payments collected include appropriate taxes, which will be remitted by the IXSP to the appropriate governments unless **RCCI** identifies the end-customer as tax-exempt (for either, or both, of GST and PST/HST). If the end-customer is tax-exempt, the appropriate tax, or taxes, will be removed, and remaining taxes will be recalculated by **RCCI**, if necessary, and the revised tax amounts will be billed;

    3. answering of end-customer questions regarding charges billed by **RCCI** for eligible services provided by the IXSP, excluding questions about the details of the IXSP's services, rates, rate structure and similar matters; and

    4. application of credits and adjustments to end-customer accounts, in accordance with billing and collection services procedures which are provided to the IXSP from time to time by **RCCI**.

3. **RCCI**'s billing and collection service may be provided to the IXSP either by **RCCI** or by its agent.

4. **RCCI** will require an implementation period to establish billing and collection service with the IXSP. This period will be identified in the Billing and Collection Services Agreement.

PART C Interconnection with Interexchange Service Providers (IXSPs)
ITEM 305 Billing and Collection Service - continued

5. Rates

Charges for billing and collection service consist of two components: an accounts receivable management discount that applies to each account receivable purchased from the IXSP and billed to the end-customer; and processing charges that apply to each account receivable purchased from the IXSP that is returned prior to billing, billed to a customer, or returned or charged back to the IXSP after billing.

1. Accounts receivable management discount

Territory	Discount (%)
Alberta	TCC CRTC 21462, Item 207.3(1)
British Columbia	TCC CRTC 21462, Item 207.3(1)
Manitoba	Bell MTS CRTC 24006, Item 42(3)(B)
New Brunswick	Bell Aliant CRTC 21491, Item 608(8)(c)(ii)
Newfoundland	Bell Aliant CRTC 21491, Item 608(8)(c)(ii)
Nova Scotia	Bell Aliant CRTC 21491, Item 608(8)(c)(ii)
Ontario/Quebec[1]	Bell CRTC 7516, Item 42(3)(b)
Ontario[2]	TBayTel CRTC 25571, Section 6001.4.1
Prince Edward Island	Bell Aliant CRTC 21491, Item 608(8)(c)(ii)
Saskatchewan	SaskTel CRTC 21414, Item 610.04(4)

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1. Rates applicable in the operating territories of Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC.

PART C Interconnection with Interexchange Service Providers (IXSPs)
ITEM 305 Billing and Collection Service – continued

2. Processing charge per account receivable ("AR")

Territory	AR returned prior to billing ($)	AR billed to an end-customer ($)	AR returned or charged back to IXSP after billing ($)
Alberta	TCC CRTC 21462, Item 207.3(2)		
British Columbia	TCC CRTC 21462, Item 207.3(2)		
Manitoba	Bell MTS CRTC 24006, Item 42(3)(C)		
New Brunswick	Bell Aliant CRTC 21491, Item 608(8)(c)(iv)		
Newfoundland	Bell Aliant CRTC 21491, Item 608(8)(c)(iv)		
Nova Scotia	Bell Aliant CRTC 21491, Item 608(8)(c)(iv)		
Ontario/Quebec[1]	Bell CRTC 7516, Item 42(3)(d)		
Ontario[2]	TBayTel CRTC 25571, Section 6001.4.2		
Prince Edward Island	Bell Aliant CRTC 21491, Item 608(8)(c)(iv)		
Saskatchewan	SaskTel CRTC 21414, Item 610.04(4)		

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1. Rates applicable in the operating territories of Bell Aliant and Bell Canada Operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC.

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

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

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

1. The **RCCI** will provide at least one suitably equipped point of interconnection in each Exchange in which it operates as a CLEC.

2. The provision of interconnection services in this Part is subject to compliance by the WSP with all applicable authorization and equipment certification requirements and all relevant interconnection interface standards established by Industry Canada.

3. **RCCI** does not make any representation that access interconnection services shall at all times be available in the quantities requested and at the locations specified by the WSP. **RCCI** shall, however, devote its best reasonable efforts to make such interconnection services available on request, in accordance with the provisions of an interconnection agreement between the WSP and **RCCI** and taking account of **RCCI**'s own requirements.

4. When **RCCI** agrees to provide interconnection services under this Part at the WSP's premises or at its customers' premises, the WSP will furnish or arrange to furnish to **RCCI**, at no charge, adequate equipment space and electrical power.

5. The WSP will also furnish or arrange to furnish to **RCCI**, at no charge, any additional facilities or protective apparatus that may be required due to particular hazards at the interconnection locations.

6. Where equipment or facilities are provided by the WSP or its customers, the interface with **RCCI**'s equipment or facilities shall comply with industry accepted guidelines.

7. Network Changes

    1. **RCCI** makes no representations that its equipment and facilities are adapted or will remain adapted for use in connection with WSP-provided equipment or facilities.

    2. **RCCI** reserves the right to change in whole or in part, the design, function, operation or layout of its equipment or facilities as it considers necessary. **RCCI** shall not be responsible to a WSP or its customers for any equipment or facilities which cease to be compatible with **RCCI**'s equipment or facilities or become inoperative because of such changes to **RCCI**'s equipment or facilities.

PART D Interconnection with Wireless Service Providers ("WSPs")
ITEM 401 Terms and Conditions Applicable to Interconnection with WSPs - continued

7. Network Changes – continued

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

8. Network Outages

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

9. Protection

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

   1. interfere with or impair service over any facilities of **RCCI**'s or any Telecommunications Providers with which **RCCI** interchanges traffic;

   2. cause damage to **RCCI**'s facilities;

   3. impair the privacy of any communication carried over **RCCI**'s equipment or facilities; or

   4. create hazards to **RCCI**'s employees or to the public.

10. If such characteristics or methods of operation are not in accordance with Item 401.9, **RCCI** will, where practicable, notify the WSP that temporary discontinuance of the use of any equipment or facilities may be required. When prior notice is not practicable, nothing contained within the Tariff shall be deemed to preclude **RCCI** from temporarily discontinuing forthwith the availability to the WSP of any equipment or facility if such action is reasonable under the circumstances. In cases of such discontinuance, the WSP will be promptly notified and afforded the opportunity to correct the condition which caused the temporary discontinuance.

PART D Interconnection with Wireless Service Providers ("WSPs")
ITEM 401 Terms and Conditions Applicable to Interconnection with WSPs – continued

11. During any period of temporary discontinuance of service caused by a trouble or condition arising in the WSP's operations, equipment or facilities, no refund for interruption of service, as set forth in **RCCI**'s Terms (Item 102), shall be made.

12. The WSP shall be responsible for all charges due in respect of equipment, facilities and interconnection services provided by **RCCI** pursuant to this Part. The WSP shall be the sole point of contact with **RCCI** in respect of the equipment, facilities or services provided, including for the purpose of making trouble reports

PART D Interconnection with Wireless Service Providers ("WSPs")
ITEM 402 Trunk-side Access

1. "Trunk-side access" refers to an arrangement using interconnection facilities to enable the interchange of traffic between **RCCI** and the WSP using CCS7 signalling.

2. Trunk-side access is provided through digital circuits. The facilities used to provide digital circuits may be provided by **RCCI** or a Telecommunications Provider.

3. Service Charges.

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

Trunk-Side Access Service Charges

Territory	Order Processing,	Activation or change, each DS-0 ($)	
Alberta	TCC CRTC 21462, Item 231.4(5)		
British Columbia	TCC CRTC 21462, Item 231.4(5)		
Manitoba	Bell MTS CRTC 24001, Item 3000(3)(D)(2)(e) and (f)		C
New Brunswick	NBTel CRTC 12001, Item 805.2(B)(2)(b)		C
Newfoundland	NewTel CRTC 13001, Item 295(3)(c)		C
Nova Scotia	MTT CRTC 10001, Item 1270(5)(b)(2)(f) and (g)		C
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(c)(2)(f) and (g)		C
Ontario[2]	TBayTel CRTC 25570, Section TB230 Item 6.04		N
Prince Edward Island	Island Tel CRTC 11001, Item 922(2)(a)(1)(g) and (h)		C
Saskatchewan	SaskTel CRTC 21414, Item 610.18(4)(3)(b)		

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC.

N

PART D Interconnection with Wireless Service Providers ("WSPs")
ITEM 402 Trunk-side Access - continued

4. Access Charge

The trunk-side monthly access charge specified below provides for the common equipment and facilities required to terminate WSP-originated traffic in **RCCI**'s local calling area associated with the POI, including transiting to other LECs and WSPs operating in the local calling area associated with the POI. It also provides for the common equipment and facilities required to route to the WSP's NXXs associated with the exchange in which the POI is located. The charge applies for each activated DS-0 and varies according to the total number of activated DS0s between the WSP switch and **RCCI**'s POI.

Trunk-Side Access Monthly Charge (per DS-0) ($)					
Territory	**Up to 24 DS-0s**	**Up to 48 DS-0s**	**Up to 72 DS-0s**	**Up to 96 DS-0s**	**Over 96 DS-0s**
Alberta	TCC CRTC 21462, Item 231.4(5)				
British Columbia	TCC CRTC 21462, Item 231.4(5)				
Manitoba	Bell MTS CRTC 24001, Item 3000(3)(D)(2)				
New Brunswick	NBTel CRTC 12001, Item 805.2(B)(2)(b)				
Newfoundland	NewTel CRTC 13001, Item 295(3)(c)				
Nova Scotia	MTT CRTC 10001, Item 1270(5)(b)(2)				
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(c)(2)				
Ontario[2]	TBayTel CRTC 25570, Section TB230 Item 6.03				
Prince Edward Island	Island Tel CRTC 11001, Item 922(2)(a)(1)				
Saskatchewan	SaskTel CRTC 21414, Item 610.18(4)(3)(b)				

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1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC.

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PART D Interconnection with Wireless Service Providers ("WSPs")
ITEM 402 Trunk-side Access – continued

5. CCS7 Interconnection

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

STP, Each Port Connection	
Territory	**Monthly Rate ($)**
Alberta	TCC CRTC 21462, Item 231.4(6)(a)
British Columbia	TCC CRTC 21462, Item 231.4(6)(a)
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(c)(4)(a) Bell Aliant CRTC 21563, Item G15(c)(4)(a)

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

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

Administration Charge	
Territory	**Rate ($)**
Alberta	TCC CRTC 21462, Item 231.4(6)(c)
British Columbia	TCC CRTC 21462, Item 231.4(6)(c)
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(c)(4)(c) Bell Aliant CRTC 21563, Item G15(c)(4)(c)

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs

PART D Interconnection with Wireless Service Providers ("WSPs")
ITEM 402 Trunk-side Access - continued

6. Directory Listing

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

PART D Interconnection with Wireless Service Providers ("WSPs")
ITEM 403 Line-side Access

1. "Line-side access" refers to an interconnection arrangement using facilities over which PSTN dial tone is delivered to enable the interchange of traffic between **RCCI** and the WSP.

2. Line-side access is provided through analogue or derived digital DS-0 circuits. The facilities used to provide line-side circuits may be provided by **RCCI** or a Telecommunications Provider.

3. Service Charge

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

Territory	Per request to activate interconnecting circuits, per location ($)
Alberta	TCC CRTC 21462, Item 231.4(3)
British Columbia	TCC CRTC 21462, Item 231.4(3)
Manitoba	Bell MTS CRTC 24001, Item 3000(3)(C)
New Brunswick	NBTel CRTC 12001, Item 805.2 A(3)(b)
Newfoundland	NewTel CRTC 13001, Item 295.2(i)(iv)
Nova Scotia	MTT CRTC 10001, Item 1270(5)(a)(9)
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(b)(5)(i)
Ontario[2]	TBayTel CRTC 25570, Section TB230 Item 5.02
Prince Edward Island	Island Tel CRTC 11001, Item 922(1)(a)(5)(a)(9)
Saskatchewan	SaskTel CRTC 21414, Item 650.20(4)

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1.Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC.

PART D Interconnection with Wireless Service Providers ("WSPs")
ITEM 403 Line-side Access

4. Monthly Charges

1. Link Charge

Link charge		
Territory	**Monthly Charge ($)**	
Alberta	TCC CRTC 21462, Item 231.4(2)	
British Columbia	TCC CRTC 21462, Item 231.4(2)	
Manitoba	Bell MTS CRTC 24001, Item 3000(3)(B)	C
New Brunswick	**[FILE]**	
Newfoundland	NewTel CRTC 13001, Item 295(2)(i)(iii)	C
Nova Scotia	MTT CRTC 10001, Item 1270(4)(a)	C
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(b)(4)(a)	C
Ontario[2]	TBayTel CRTC 25570, Section TB230 Item 4.02	N
Prince Edward Island	Island Tel CRTC 11001, Item 922(1)(a)(4)(a)	C
Saskatchewan	SaskTel CRTC 21414, Item 650.20(4)	

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC. N

PART D Interconnection with Wireless Service Providers ("WSPs")
ITEM 403 Line-side Access – continued

4. Monthly Charges - continued

2. Access Charge

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

Monthly Charge per DS-0 ($)								
Territory	**Up to 12 DS-0s**	**Up to 24 DS-0s**	**Up to 36 DS-0s**	**Up to 48 DS-0s**	**Up to 60 DS-0s**	**Up to 72 DS-0s**	**Up to 84 DS-0s**	**More than 84 DS-0s**
Alberta	TCC CRTC 21462, Item 231.4(3)							
British Columbia	TCC CRTC 21462, Item 231.4(3)							
Manitoba	Bell MTS CRTC 24001, Item 3000(3)(C)							
New Brunswick	NBTel CRTC 12001, Item 805.2(A)(3)(b)							
Newfoundland	NewTel CRTC 13001, Item 295(2)(i)(iv)							
Nova Scotia	MTT CRTC 10001, Item 1270(5)(a)							
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(b)(5)							
Ontario[2]	TBayTel CRTC 25570, Section TB230 Item 5.02							
Prince Edward Island	Island Tel CRTC 11001, Item 922(1)(a)(5)(a)							
Saskatchewan	SaskTel CRTC 21414, Item 650.20(4)							

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1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC.

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PART D Interconnection with Wireless Service Providers ("WSPs")
ITEM 403 Line-side Access – continued

5. Telephone Numbers

   1. The charges specified below apply if a WSP requests telephone number ranges in connection with line-side access. **RCCI** provides 7-digit telephone numbers with outpulsing either as a dedicated group of 10,000 consecutive numbers (an entire NXX) or individually from a non-dedicated NXX. Numbers may be activated immediately or reserved for activation at a later date. An entire NXX may be reserved where forecasts warrant. Telephone numbers will be reserved for a minimum of one month, and remain reserved until placed in service or released at the request of the WSP.

   2. The WSP is responsible for all charges levied in respect of all calls associated with any telephone number assigned and activated on behalf of that WSP.

   3. **RCCI** does not provide a directory listing in respect of telephone numbers reserved or activated on behalf of a WSP. **RCCI** will arrange to have a telephone number assigned to a WSP listed in a LEC's directory in accordance with Item 202 upon request by a WSP on behalf of its end- customer. Any charges levied on **RCCI** by the LEC providing the directory will be payable by the WSP to **RCCI**.

6. Charges for Activated Telephone Numbers

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

Territory	Service charge, per request ($)	Monthly charge, per telephone number ($)
Alberta	TCC CRTC 21462, Item 231.4(4)(b)	
British Columbia	TCC CRTC 21462, Item 231.4(4)(b)	
Manitoba	Bell MTS CRTC 24001, Item 3000(3)(E)	
New Brunswick	NBTel CRTC 12001, Item 805.2(A)(3)(c)(i)	
Newfoundland	NewTel CRTC 13001, Item 295(2)(i)(i)	
Nova Scotia	MTT CRTC 10001, Item 1270(1)(b) and (c)	
Ontario[2]	TBayTel CRTC 25570, Section TB230 Item 2.02	
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(b)(1)(a)(1)	

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC

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PART D Interconnection with Wireless Service Providers ("WSPs")
ITEM 403 Line side Access – continued

Prince Edward Island	Island Tel CRTC 11001, Item 922(1)(b) and (c)	C
Saskatchewan	SaskTel CRTC 21414, Item 650.20(4)	

7. Charges for Reserved Telephone Numbers

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

Territory	Service charge, per request ($)	Monthly charge, per telephone number ($)	
Alberta	TCC CRTC 21462, Item 231.4(4)(a)		
British Columbia	TCC CRTC 21462, Item 231.4(4)(a)		
Manitoba	Bell MTS CRTC 24001, Item 3000(3)(E)		C
New Brunswick	NBTel CRTC 12001, Item 805.2(A)(3)(c)(ii)		C
Newfoundland	NewTel CRTC 13001, Item 295(2)(i)(ii)		C
Nova Scotia	MTT CRTC 10001, Item 1270(1)(b) and (d)		C
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(b)(1)(a)(2)		C
Ontario[2]	TBayTel CRTC 25570, Section TB230 Item 2.02		C
Prince Edward Island	Island Tel CRTC 11001, Item 922(1)(b) and (c)		C
Saskatchewan	SaskTel CRTC 21414, Item 650.20(4)		

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC. N

PART D Interconnection with Wireless Service Providers ("WSPs")
ITEM 403 Line-side Access - continued

8. 100 and 1000 Block Routing

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

100 and 1000 Block Routing				
Territory	**Service charge, per block ($)**	**Monthly charge, per block ($)**	**Monthly charge, per number ($)**	
Alberta	TCC CRTC 21462 Item 231.4(7)	-	TCC CRTC 21462 Item 231.4(7)	
British Columbia	TCC CRTC 21462 Item 231.4(7)	-	TCC CRTC 21462 Item 231.4(7)	
Manitoba	Bell MTS CRTC 24001 Item 3000(3)(F)	-	Bell MTS CRTC 24001 Item 3000(3)(E)	C
New Brunswick	NBTel CRTC 12001 Item 805.2(B)(2)(d)	-	NBTel CRTC 12001 Item 805.2(A)(3)(c)(ii)	C
Newfoundland	NewTel CRTC 13001 Item 295(3)(f)(i)	-	NewTel CRTC 13001 Item 295(2)(i)(ii)	C C C
Nova Scotia	MTT CRTC 10001 Item 1270(1)(e)	CRTC 10001 Item 1270(1)(e)	MTT CRTC 10001 Item 1270(1)(b)	C
Ontario/Quebec[1]	Bell CRTC 7396 Item G15(c)(6)	Bell CRTC 7396 Item G15(c)(6)	Bell CRTC 7396 Item G15(b)(1)(a)(2)	N C
Ontario/Quebec[2]	TBayTel CRTC 25570, Section TB230 Item 9.01			C
Prince Edward Island	Island Tel CRTC 10011 Item 922.1.(b)		**[FILE]**	
Saskatchewan	SaskTel CRTC 21414 Item 650.20(4)	SaskTel CRTC 21414 Item 650.20(4)	-	N

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC.

PART D Interconnection with Wireless Service Providers ("WSPs")
ITEM 403 Line-side Access – continued

9. Transfer of Entire NXX

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

Territory	Service charge, per transfer ($)
Alberta	**[FILE]**
British Columbia	**[FILE]**
Manitoba	**[FILE]**
New Brunswick	**[FILE]**
Newfoundland	**[FILE]**
Nova Scotia	**[FILE]**
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(c)(7)
Ontario[2]	TBayTel CRTC 25570, Section TB230 Item 8.01
Prince Edward Island	**[FILE]**
Saskatchewan	SaskTel CRTC 21414, Item 650.20(4)

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1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
2. Rates applicable in the operating territory of TBayTel operating as the SILEC.

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PART E Other Interconnections Services
ITEM 500 General

This Part governs the provision of services other than those described elsewhere in this Tariff that are associated with the interconnection of the RCCI's **facilities** with those of Telecommunications **Providers.**

PART E Other Interconnection Services
ITEM 501 Call Routing - Location Routing Number (LRN) Absent

1. Call routing - LRN Absent service provides call processing for calls from a Telecommunications Provider in locations where LNP has been implemented, and where the Telecommunications Provider does not transmit the LRN of the serving switch to which the call must be routed for termination.

2. Call routing - LRN Absent functionality is limited to **RCCI** determining, in conjunction with its arrangement for LNP access to a Service Control Point (SCP), if the destination telephone number of a call from a Telecommunications Provider has been ported to another LEC, and if so, obtaining the LRN of the serving switch to which the call must be routed for termination.

3. Rates and Charges for call routing – LRN Absent are specified below. Call routing - LRN Absent is available for trunk-side CCS7 interconnecting circuits as an option.

4. The company may also provide the service in this tariff at rates and on terms different from the tariffed rates and terms if the service is provided pursuant to an agreement entered into between the company and a competitor because the Commission has forborne, in Telecom Decision CRTC 2008-17, with respect to the regulation of this service.

Call Routing LRN Absent, per DS-0			
Territory	Trunk-side Interconnecting Circuits		
	CCS7 Interconnecting Circuits		
	One-way, per month ($)	Two-way, per month ($)	Service Charge ($)
Alberta	TCC CRTC 21462, Item 209.3		TCI CRTC 18008, Item 215.4(2)(b)(ii)
British Columbia	TCC CRTC 21462, Item 209.3		TCBC CRTC 1017, Item 105(D)(4)(b)
Manitoba	MTS CRTC 24006, Item 115(4)(E)		MTS CRTC 24006, Item 115(4)(E)
New Brunswick	Aliant CRTC 21491, Item 630(3)(e)		Aliant CRTC 21491, Item 630(3)(e)
Newfoundland	Aliant CRTC 21491, Item 630(3)(e)		Aliant CRTC 21491, Item 630(3)(e)
Nova Scotia	Aliant CRTC 21491, Item 630(3)(e)		Aliant CRTC 21491, Item 630(3)(e)
Ontario/Quebec[3]	Bell CRTC 7516, Item 115(4)(e) Bell Aliant CRTC 21562, Item 115(4)(e)		Bell CRTC 7516, Item 115(4)(e) Bell Aliant CRTC 21562, Item 115(4)(e)
Prince Edward Island	Aliant CRTC 21491, Item 630(3)(e)		Aliant CRTC 21491, Item 630(3)(e)
Saskatchewan	SaskTel CRTC 21414, Item 610.13(4)		SaskTel CRTC 21414, Item 610.13(4)

3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

PART E Other Interconnection Services
ITEM 502 Port out Cancellation Charges

General

1. This charge applies to the cancellation of a pending request to port a telephone number from RCCI to a LEC or WSP in excess of 10% of the total number of valid telephone number porting requests issued by the LEC or WSP in a calendar month, where valid porting requests are those that have been accepted and provisioned. Port-out cancellations that arise due to a subsequent decision from a customer, as indicated by a valid More Recent Authorization received by **RCCI**, or that are attributable to other factors under the control of RCCI, such as delays due to missed due dates, will not be included in the port-out cancellation total that is attributed to the LEC or WSP.
2. If a LEC or WSP submits a Local Service Request on behalf of a customer, and another LEC or WSP submits another Local Service Request with More Recent Authorization on behalf of the same customer, the cancellation of the first Local Service Request will not be included in the port-out cancellation total that is attributed to the LEC or WSP.
3. A port order cancellation will not be included in the port-out cancellation total that is attributed to the LEC or WSP, if:
   - a customer informs **RCCI** that the customer wishes to remain with **RCCI**, rather than proceed with an approved number port to a competitor; and
   - the approved number port to a competitor has not already been cancelled by **RCCI** after a 7-day period following the due date of the request.
4. Charge:

Territory	Service charge, per request ($)	
Alberta	TELUS CRTC 21462 Item 208.3	
British Columbia	TELUS CRTC 21462 Item 208.3	
Manitoba	Bell CRTC 7516, Item 115(4)(f)	
New Brunswick	Bell CRTC 7516, Item 115(4)(f)	**N**
Newfoundland	Bell CRTC 7516, Item 115(4)(f)	**N**
Nova Scotia	Bell CRTC 7516, Item 115(4)(f)	**N**
Ontario/Quebec[1]	Bell CRTC 7516, Item 115(4)(f)	**N**
Prince Edward Island	Bell CRTC 7516, Item 115(4)(f)	
Saskatchewan	Bell CRTC 7516, Item 115(4)(f)	**N**
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1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

PART E Other Interconnection Services
ITEM 503 9-1-1 Emergency Response Service (ERS)

1. Definitions

For the purpose of this tariff item, the following terms have the meanings as defined below:

"9-1-1 database" is the database operated by the 9-1-1 service provider that provides selective routing information based on ANI, ALI, and SAG information.

"9-1-1 service provider" is the ILEC that provides 9-1-1 emergency response service to the local authority pursuant to a tariff and/or agreement. The 9-1-1 service provider's tariff and/or agreement makes access to 9-1-1 emergency calling available to the ILEC's end-users located within the serving area.

"ALI" or **"automatic location identification"** is a database feature that displays to call answer centres and ERAs address/location data with respect to the telephone line from which the 9-1-1 call originates.

"ANI" or **"automatic number identification"** is a database feature that displays the telephone number from which the 9-1-1 call originates.

"Call answer centre" is the first point of reception for all 9-1-1 calls in its serving area. It is a communications facility that is open 24 hours a day, 365 days a year, and is responsible for redirecting or transferring emergency calls to ERAs.

"Call control" is a set of features that allow the 9-1-1 operator to maintain control of the 9-1-1 call regardless of calling-party action.

"CRTC" or **"Commission"** is the Canadian Radio-television and Telecommunications Commission.

"End-user" is the ultimate purchaser of telecommunications services provided on a retail basis by a telecommunications service provider.

"ERA" or **"emergency response agency"** is the communication centre to which emergency calls are transferred from a call answer centre. ERAs normally refer to the fire, police, and ambulance agencies responsible for dispatching emergency personnel.

"ESZ" or **"emergency service zone"** is a defined area consisting of a specific combination of municipality, law enforcement, fire, emergency medical and call answer centre coverage areas.

"Exchange service" is any local telecommunications service offered by **RCCI** to its end- users.

"Local authority" is a municipality, provincial government, or any other authority responsible for operating the call answer centre.

PART E Other Interconnection Services
ITEM 503 9-1-1 Emergency Response Service (ERS) – continued

1. Definitions - continued

"Local subscriber" is **RCCI** end-user located within the local authority's boundaries who subscribes to any of **RCCI**'s exchange services.

"Public safety answering point" or **"PSAP"**: see "Call answer centre."

"SAG" or **"street address guide"** means the databases that contain street names, address ranges, routing codes (if provided), and other data required to verify street address information which is entered into the 9-1-1 database and which is used for selective routing and transfer.

"Serving area" is the area from which 9-1-1 calls will be directed to a particular call answer centre as determined by the local authority.

2. Service Description

2.1 9-1-1 emergency response service (9-1-1 ERS) is provided under the terms of this tariff, with the cooperation of the 9-1-1 service provider and the local authority, to **RCCI**'s end-users who are connected to **RCCI**'s network by any of **RCCI**'s exchange services. The provision of this service is subject to the availability of suitable facilities. This service provides for the transport of 9-1-1 dialled calls to call answer centres.

2.2 The service provides **RCCI**'s end-users with 9-1-1 three-digit-dial access to call answer centres serving their communities. **RCCI** provides its end-users with access to the 9-1-1 code from each of its central offices to provide the service coverage specified by the local authority.
Call answer and emergency response services are not provided by **RCCI** as part of its 9-1-1 ERS.

2.3 The 9-1-1 call is delivered by the 9-1-1 service provider to a call answer centre operated by the local authority. The attendant at the call answer centre determines the nature of the emergency and forwards the call to the appropriate ERA. The answering attendants at the call answer centres and ERAs are supported by the following special features provided by the 9-1-1 service provider in accordance with its tariffs and agreements:

2.3.1 Selective routing and transfer: The 9-1-1 service provider maintains a central database in its network that will automatically route the 9-1-1 call to a pre-assigned call answer centre based upon the ANI and/or ALI of the telephone line from which the 9-1-1 call originates.

2.3.2 ALI: The 9-1-1 service provider maintains an ALI database.

2.3.3 Integrity Check: This allows the call answer centre to verify that the 9-1-1 access lines to its bureaus are in working order.

The operation of the selective routing and transfer and ALI features is dependent upon the accuracy of **RCCI**'s records and information received from the local authority and others, such as new street information and boundary changes.

PART E Other Interconnection Services
ITEM 503 9-1-1 Emergency Response Service (ERS) – continued

3. Object

3.1 In accordance with the terms and conditions of **RCCI**'s General Tariff, **RCCI** shall fulfill its obligations under this tariff to make 9-1-1 ERS available to its end-users and shall be bound by the provisions of the tariff, unless a written agreement for the provision of 9-1-1 ERS is executed by **RCCI** and the local authority.

4. Conditions of Service

4.1 As conditions of providing 9-1-1 ERS, **RCCI** shall

4.1.1 Make 9-1-1 ERS accessible to all local subscribers in the serving area;

4.1.2 Provide 9-1-1 ERS through the network of the 9-1-1 service provider;

4.1.3 Provide ANI and/or ALI data, routing data, and other necessary data to the 9-1-1 service provider which, in turn, shall provide such data to the call answer centre and ERAs as deemed appropriate by **RCCI**, the local authority, and the 9-1-1 service provider;

4.1.4 Maintain and update the SAG upon receipt of information provided and validated by the local authority regarding geographic data, including street names, addresses, and the borders of the serving areas and ESZs;

4.1.5 Provide to the local authority at its designated call answer centre, in writing and in advance of offering local exchange services

4.1.5.1 A telephone number that is accessible 24 hours a day, 7 days a week, for the purpose of reporting trouble with the 9-1-1 emergency calling system, and

4.1.5.2 A facsimile number and/or alternative address, such as an e-mail address, to deal with problems with local subscribers' information and the SAG, and to update such information as requested; and

4.1.6 Be responsible for any other requirements that are not specifically identified in the tariff and are related to matters of the kind listed in Item 503.4.1 **C**
C

5. Characteristics of Service

5.1 9-1-1 ERS permits the use of features including, but without being limited to, ANI and/or ALI, selective routing and transfer, and call control features. The availability and reliability of these features depend on the following:

PART E Other Interconnection Services
ITEM 503 9-1-1 Emergency Response Service (ERS) – continued

5.1.1 The terminal systems and the operating mode selected for the call answer centre and ERAs;

5.1.2 The type of exchange service and the equipment and/or telephone systems from which 9-1-1 calls originate;

5.1.3 The accuracy of the data, which itself is dependent upon the information provided by various sources (**RCCI**, the local authority, the 9-1-1 service provider, other telecommunications carriers, **RCCI**'s end-users, etc.); and

5.1.4 The characteristics and reliability of the 9-1-1 service provided by the 9-1-1 service provider, to the extent that **RCCI**'s participation in the provision of 9-1-1 ERS is dependent upon the 9-1-1 service provided by the 9-1-1 service provider.

6. Confidentiality

6.1 Any information provided by **RCCI** to the local authority, its employees, servants, agents, and/or co-contractors pertaining to the design, development, implementation, operation, and maintenance of 9-1-1 ERS is confidential and shall be provided only to those persons who need to know the information for the purposes of providing 9-1-1 ERS.

6.2 **RCCI** provides to the 9-1-1 service provider, for the operation of 9-1-1 ERS, the name, telephone number, class of service, and service location shown on **RCCI**'s ANI and ALI records as the address for **RCCI** exchange services. **RCCI** provides this information for all of its end-users. The 9-1-1 service provider in turn provides this information, and when required, the class of service, to the local authority when a 9-1-1 call is placed by one of **RCCI**'s end-users. The class of service and the service location, if it differs from the listed address, are provided on a confidential basis to the 9-1-1 service provider and, in turn, to the local authority for the sole purpose of responding to 9-1-1 emergency calls.

6.3 The information consisting of names, addresses, and telephone numbers of **RCCI**'s end-users whose listings are not published in directories or listed in directory assistance records is confidential. The party calling 9-1-1 waives the right to privacy under any of **RCCI**'s tariffs or agreements to the extent that the name, location, and telephone number associated with the originating telephone are furnished to the local authority operating a call answer centre.

6.4 **RCCI** shall abide by all applicable legislation in effect with respect to the protection of privacy

PART E Other Interconnection Services
ITEM 503 9-1-1 Emergency Response Service (ERS) - continued

7. Quality of 9-1-1 ERS

7.1 **RCCI** shall install and operate 9-1-1 ERS in a manner that meets quality standards generally accepted in North America for such services. The following are examples of the content of quality standards generally accepted in North America:

7.1.1. Average of 0.1% blocking within the network;

7.1.2. Diverse telephone networking capabilities;

7.1.3. Updated ANI and/or ALI records in the 9-1-1 service provider's database; and

7.1.4. Special call control features, such as bureau hold, emergency ringback, calling party disconnect signal, and forced disconnect.

7.2 **RCCI** agrees to restore service as quickly as possible on a priority basis should there be any interruption, delay, mistake, or defect in its transmission or in its network facilities.

8. Implementation

8.1 The implementation of 9-1-1 ERS within the serving area shall be carried out pursuant to an implementation schedule to be mutually agreed on by **RCCI**, the local authority, and the 9-1-1 service provider (the Parties). The implementation schedule may be changed by agreement of the Parties.

9. Limitation of Liability

9.1 **RCCI**'s liability for the performance of its obligations pursuant to this tariff shall be subject to and governed by **RCCI**'s terms of service.

9.2 **RCCI** shall, during the term of this tariff, maintain sufficient insurance to cover its obligations under this tariff and shall provide evidence of same to the local authority, or, if **RCCI** is self- insured, provide satisfactory evidence to the local authority that **RCCI** is and will be, at all relevant times, in a position to successfully meet its monetary obligations stemming from liability under this tariff

10. Force Majeure

10.1 **RCCI** shall not be held responsible for any damages or delays as a result of war, invasion, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, floods, strikes, and, generally, as a result of any event that is beyond **RCCI**'s reasonable control.

10.2 The local authority may designate a back-up call answer centre to which 9-1-1 calls will be directed if the primary call answer centre is unable to accept the calls for any reason.

10.3 **RCCI** shall, in the event of a disaster or force majeure, co-operate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

PART E Other Interconnection Services
ITEM 503 9-1-1 Emergency Response Service (ERS) - continued

10.4 The costs required to provide temporary replacement service shall be borne by **RCCI** in accordance with **RCCI**'s obligations as indicated in Item 503.4 of this tariff.

11. 9-1-1 Municipal Charges

11.1 Upon request from the local authority, **RCCI** will provide a billing and collection arrangement for local authorities participating in 9-1-1 ERS (billing and collection service) so that, subject to Item 503.11.6, it collects 9-1-1 municipal charges on behalf of the local authority monthly from its end-users for each of its exchange services.

11.2 **RCCI** provides 9-1-1 municipal charges billing and collection service on the basis that **RCCI** is given the local authority's accounts receivable for the 9-1-1 municipal charges for an amount equivalent to their full value, less a discount on the billed charges and less those charges that **RCCI**'s end-users have specifically and expressly refused to pay.

11.3 The 9-1-1 municipal charges billing and collection service is provided under the terms of this tariff and/or a billing and collection agreement that the local authority has entered into with **RCCI**.

11.4 The 9-1-1 municipal charges billing and collection service is provided subject to the availability of suitable facilities.

11.5 **RCCI** cannot suspend or terminate the provision of any of its exchange services to its end- users solely for the non-payment of these charges.

11.6 Notwithstanding Item 503.11.1, **RCCI** may decide not to bill 9-1-1 municipal charges to its end-users or to bill only a portion of the municipal charges; however, **RCCI** shall make any payments contemplated in Item 503.11.2 as if the municipal charges had been billed by **RCCI** to its end-users.

PART E Other Interconnection Services
ITEM 504 Local Service Request (LSR) Rejection Charge

General

1) A Local Service Request (LSR) Rejection Charge applies for each rejected LSR which is made by a LEC, wireless service provider or Internet service provider, as indicated below.

2) Rates and Charges

(a) LSR Rejection Charges will be assessed monthly.

(b) The LSR Rejection Charge does not apply where the rejection is due to:

- errors attributable to the Company
- the Company's winback activities; or
- deactivation of the telephone number subsequent to LSR submission.

(c) An LSR Rejection Charge applies for each rejected LSR which is made by a LEC, wireless service provider or Internet service provider and which is in excess of the following threshold percentages of the customer's total number of LSRs per month.

(1) A monthly LSR rejection rate threshold of 12.8% until 29 October 2013, a threshold of 10.4% until 29 October 2014 and a threshold of 8% thereafter apply to each TSP that submits more than 500 LSRs in a month unless at least 75% of the LSRs it submits in that month relate to business services.

(2) A monthly LSR rejection rate threshold of 25.6% until 29 October 2013, a threshold of 20.8% until 29 October 2014 and a threshold of 16% thereafter apply to each TSP that submits 500 or fewer LSRs in a month and to each TSP where at least 75% of the LSRs it submits in that month relate to business services.

	Monthly Rate ($)
LSR Rejection Charge, each……	**$70.00**

PART F Other Services
ITEM 600 General

This Part governs the services provided to, other than those described elsewhere in this Tariff, Telecommunications Providers.

ITEM 601 Service Charge for Trouble Identification on ILEC Unbundled Local Loops

1. General

When **RCCI** dispatches a service technician to perform a co-operative test on an ILEC unbundled local loop after confirmation from the ILEC that the loop is functional and the trouble is found to be in the ILEC's facilities and/or equipment a charge as specified below applies. If, however, the co-operative test indicates no | trouble in the ILEC's facilities and/or equipment, no charge will apply.

2. Rates

Charges for the Service Charge are specified below

For the first 15 minutes or fraction	$ 65.95
For each additional 15 minutes or fraction	$ 16.75

~~**ITEM 602 Port-Out Cancellation Charge See Item 502 Page 67A**~~ **C**

PART G Tariff for Third Party Internet Access
ITEM 700 Definitions

« Act » means the Telecommunications Act (S.C.1993, ch.38 as amended)

« *Aggregated Point of Interconnection » or* **«** *Aggregated POI* » means the physical meeting point between the Transmission Facilities and any Related Equipment, including any splicing connections made thereto, and the Company Network at the designated access point for each of the provinces identified in the Tariff, and which covers the Serving Areas which are available to the ISP.

« Applicant » is an ISP requesting TPIA Service.

N
N
N
N
N
N

« C*arrier* » is the company owning the transmission facilities that are used by the Customer in order to interconnect to one or more POIs designated by Rogers.

« Rogers » means the Corporation as defined in the preamble of item 701.

« *CRTC* » means the Canadian Radio-Television and Telecommunications Commission.

« *Customer* » is a telecommunications service provider that subscribes to the TPIA Service. N
N

« *Customer Service Group* (CSG) » is the group of employees that have been designated by Rogers as being responsible for the processing of TPIA Service requests, and the safeguarding of confidential Customer information.

« *DHCP* » means « Dynamic Host Configuration Protocol » and is a mechanism for allocating IP addresses dynamically so that addresses can be reused when hosts no longer need them.

PART G Tariff for Third Party Internet Access
ITEM 700 Definitions - continued

« *Disaggregated Point of Interconnection » or* **«** *Disaggregated POI* » means the physical meeting point between the Transmission Facilities and any Related Equipment, including any splicing connections made thereto, and the Company Network at the disaggregated head-end designated access points identified in the Tariff.

« *End-User* » is a subscriber of a Customer.

« Incumbent » means the incumbent local exchange carriers: Bell Canada (including Bell Aliant and Bell MTS Inc.), Saskatchewan Telecommunications, and TELUS Communications Inc.; and the incumbent cable carriers: Bragg Communications Incorporated, carrying on business as Eastlink, Cogeco Communications inc., and Videotron Ltd.; and any affiliate of the above N

« *Internet Service Provider* » or *« ISP »* is a company or organization offering Retail IS to the public.

« *Person* » means a partnership, firm, body corporate or politic, government or department thereof and the legal representative of such person.

« *Point of Interconnection* » or *« POI »* is the physical meeting point between the Customer's transmission facilities and Rogers' Internet Protocol access and distribution network.

« *Premises* » is the continuous property and the building or buildings located thereon, or the part or parts of a building, occupied by a Customer or an End-User.

« Rogers East » refers to areas served by Rogers excluding those of Rogers West N

« Rogers West » refers to areas served by former Shaw Cablesystems G.P. N

« *Service* » or *« TPIA Service »* means the Third Party Internet Access Service.

« *Serving Areas »* means the discrete geographic locations listed in the Tariff that an ISP may
select to serve through the associated Aggregated POI.

« *Tariff* » means Rogers Tariff CRTC 21530.

« *TPIA Service Agreement* » is a contract between the Customer and Rogers specifying the mutual obligations of Rogers and the Customer related to the TPIA Service.

PART G Tariff for Third Party Internet Access
ITEM 701 Description of Service

Section 1 – Description of Service

1.1. This Tariff sets out the basic rights and obligations of Rogers Communications Canada Inc. (individually or collectively referred to as «Rogers» or «the Corporation») and its Customers who subscribe to the TPIA Service.

The TPIA Service is a service offered to ISPs by Rogers pursuant to Telecom Decisions CRTC 98-9 and 99-8. The Service allows Customers to provide Internet access connectivity to their End-Users through cable modems that are connected to and compatible with Rogers' access and distribution network and systems for the purpose of providing Retail IS and Voice-over-Internet Protocol (VoIP) services.

1.2. The Customer may use the TPIA Service only to provide Retail IS and VoIP services to its End-User subject to the following conditions:

a) TPIA Service does not support the routing or transmission of IP multicast traffic through the POI.

b) For Rogers West, the Customer may not provision the usage of more than one IP address by modem. N N

c) TPIA Service does not include reverse domain name system (DNS) entries for Customer-provided End-Users addresses. Such entries in the DNS are the responsibility of the Customer.

d) Rogers does not procure public IP address space for the TPIA Service. It is the responsibility of the Customer to procure IP addresses to Rogers. For an initial ISP request for POI interconnection, where the ISP does not provide the IP address blocks within 20 business days of the receipt of the Initial Report, the POI availability date may be extended to match the period of delay that is in excess of the 20-business-day limit. Rogers will configure its DHCP servers with Customer-provided IP addresses. The TPIA Service uses a dynamic mechanism DHCP to assign End-Users IP addresses. Neither the End-User, nor the Customer should assume that the End-User will use the same IP address throughout the lifetime of the Service.

e) TPIA Service does not include redundancy between the POI and Customer IP network.

f) The connection of Internet servers at End-User premises to Rogers' network is prohibited.

g) Reserved for future use

Part G Tariff for Third Party Internet Access
ITEM 701 Description of Service – continued

Section 1 – Description of Service – continued

1.3. Rogers does not guarantee any transmission speed for the TPIA Service.

Rogers relies on network investments as the primary tool to manage Internet traffic and address potential congestion. We monitor the utilization of the wireline Internet network to maintain the service experience and plan for additional capacity to ensure that end-users continue to receive the broadband speeds they have purchased. N N N N

Rogers has mechanisms in place to protect our wireline Internet network from malicious traffic and security threats, such as Denial of Service (DOS) attacks, malware, spam, and fraudulent activity (e.g., modem cloning). We take standard, necessary and reasonable steps to prevent service outages and to ensure that bandwidth usage is optimized efficiently amongst end-users who share the same service node. N N N N N

In times of emergencies and extreme circumstances, or cases of disproportionate use of the network, Rogers may also apply the following technical Internet traffic management practice (ITMP) to wireline Internet service: N N N

.1 What is the ITMP and when will it occur: N
- Rogers' traffic management policy for our wireline Internet service comes into effect in the event of significant network congestion as the result of: N N N
  a) an emergency or extreme circumstance; or N
  b) an end-user's activity that restricts, inhibits or degrades other end-users' use of the service or Rogers' ability to deliver the service. N
- During such instances, Rogers may deploy a traffic management measure to an end-user's upload traffic (i.e. from the end-user to the Internet) on wireline Internet service plans with a maximum upload speed of 10 Mbps or higher. N N N
- Should an end-user engage in a volume of upload activity over a sustained period of time such that this usage negatively impacts, or is likely to negatively impact, the Internet experience for other end-users, that end-user's maximum upload speed may be temporarily reduced. N N N N

.2 Why the ITMP is applied: N
- Rogers deploys this traffic management measure so that all Internet end-users receive fair access to the Internet. During periods of significant network congestion resulting from emergency or extreme circumstances, or an end-user's disproportionate use of the network, this helps to ensure that all end-users can enjoy a consistent and reliable online experience and preserves the integrity of our network. N N
- This objective is especially important in times of public emergency that result in greater demands on our network. During such periods, keeping end-users connected to their families, friends and co- workers – and to critical information and services – is essential.

Part G Tariff for Third Party Internet Access
ITEM 701 Description of Service – continued

Section 1 – Description of Service – continued

1.3 Continued **N**

.3 What type of Internet traffic (e.g. application, class of application, protocol) is subject to the ITMP: **N** **N**

- No specific application or protocol is specifically targeted through this traffic management policy. **N** **N**
- Only data upload activity described under #1 above may be subject to traffic management. Download traffic is not managed. **N** **N**
- Rogers' traffic management policy is designed to reduce the impact of extreme, data-intensive activity by individuals during a congested period in order to leave resources open for more end-users engaging in real-time interactive activities. **N** **N** **N**

.4 How the ITMP will affect a user's Internet experience, including the specific impact on speeds: **N**

- If an end-user's maximum upload speed is temporarily reduced as a result of this ITMP, it may take longer to upload larger volumes of data. **N** **N**
- Under the ITMP, maximum upload speeds will be maintained at levels that will continue to support real-time interactive activities, such as online banking, web-browsing, social networking, audio/video conferencing, online gaming and VoIP services. **N** **N** **N**
- For the vast majority of end-users, their Internet experience is unaffected by our traffic management policy. **N** **N**

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Part G Tariff for Third Party Internet Access
Item 701

1.3 Continued

.5 In accordance with Telecom Regulatory Policy CRTC 2009-657, Rogers West's ITMPs are not approved by the CRTC and as such the information contained herein with regard to Rogers West's ITMPs is provided for information purposes only. N N N

.6 To ensure the proportional use by all end-users and to maintain the integrity of the network, Rogers West has implemented technical ITMPs that will apply equally to Rogers West's own Retail IS End-Users and the End-Users of the Rogers West TPIA Service. N N N

.7 Rogers West's ITMPs were introduced to quickly address upstream congestion caused by some classes of applications while standard network expansion activities are undertaken to increase the bandwidth availability for all users. N N N

.8 In the event of upstream congestion on a serving area node, the amount of upstream bandwidth allotted to P2P applications completing non real-time file transfer activity within that serving area node may be reduced to 80 kbps per End-User. This could result in the upload of the non real-time P2P file transfer taking longer to complete than during times of non-congestion. Rogers West's ITMPs are not applied to downstream data transfer, real-time interactive or time-sensitive Internet applications. N N N N N N

.9 Prior to implementing new ITMPs or undertaking material changes to existing ITMPs, Rogers West will provide the TPIA Customer with a minimum of sixty (60) days advance notice. N N N

.10 Rogers West will not be required to provide advance notification of any changes to its ITMPs that are a matter of housekeeping or result in a less restrictive ITMP. In these situations the changes will be effective on the date Rogers West provides notification to TPIA Customers. N N N N

.11 Pursuant to paragraph 64 of Telecom Regulatory Policy CRTC 2009-657, TPIA Customers are required to provide information regarding technical ITMPs to their End-Users within thirty (30) days of Rogers West issuing revised ITMP tariff pages, or where applicable, Commission approval of the tariff pages is granted. N N N N

.12 If Rogers West provides notification of changes in accordance with Item 1.6 above, TPIA Customers are required to provide notification of the changes to their customers as soon as reasonably possible. N N N

.13 Pursuant to paragraph 104 of Telecom Regulatory Policy CRTC 2009-657, any End-User personal information collected by TPIA Customers for the purpose of traffic management cannot be used for other purposes or disclosed to other parties. The aggregated information may only be collected and used for the purposes of network planning and engineering of the network. N N N N N

1.4. The Customer may resell or share TPIA Service, in accordance with the terms of this Tariff. The Customer is responsible for ensuring that any Wholesale Customer complies with this Tariff and with the TPIA Service Agreement.

1.5. To obtain TPIA Service, Customers are required to i) be compliant with CRTC requirements including registering with the CRTC as a Reseller of Telecommunications Services or a Reseller of High-Speed Retail Internet service and ii) enter into a TPIA Service Agreement with Rogers.

1.6. TPIA Service is provided under the terms and conditions defined in this Tariff or the TPIA Service Agreement between Rogers and the Customer and any related agreement.

1.7. Customers are prohibited from using the TPIA Service for any purposes beyond that specified in this Tariff.

1.8. As per Telecom Decision CRTC 2002-13, Customers of TPIA must make available to End-Users the following information within a reasonable period of time, in Braille, large print or computer diskette or such other format as is mutually agreed upon by the parties:

a) upon request of subscribers who are blind:

i) billing statements

ii) bill inserts sent to subscribers about new services or changes in rates for exiting services; and

iii) any bill inserts that are mandated from time to time by Commission; and

b) upon request of subscribers or potential subscribers who are blind, information setting out the rates, terms and conditions of the service.

However, in the case of a request for an excessively large volume of information, the service provider may limit the alternative format to computer diskette or any other electronic format mutually agreed upon by the parties.

1.9. All cable modem models used by Customers shall satisfy Rogers' second-level test established in accordance with Telecom Decision CRTC 2004-37. No second-level testing is required for a cable modem model which previously satisfied the second-level test. A summary of the second-level test plan and the list of cable modem models that have passed second-level testing are available upon request.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions

Section 1 - General

1.1 Nowhere in the tariff or in an Agreement entered into between Rogers and its customers with respect to this service, shall there be a limitation, restriction or other term that is less favourable than the basis on which Rogers uses its facilities to offer its own higher speed retail Internet Service.

1.2. These Terms do not limit Rogers's liability in cases of deliberate fault or gross negligence, anti-competitive conduct, or of breach of contract where the breach results from the gross negligence of Rogers.

1.3 TPIA Service offered by Rogers is subject to the terms and conditions contained in:

(a) this Tariff;
(b) any written agreements, including the TPIA Service Agreement, to the extent that they are not inconsistent with this Tariff, unless any such agreements expressly override this Tariff and have been approved by the CRTC.

All of the above bind both Rogers and its Customers.

1.4 Because the Commission has forborne, in Telecom Regulatory Policy CRTC 2009-19, with respect to the regulation of this service as set out in that decision, Rogers may also provide the service in this tariff at rates and on terms different from the tariffed rates and terms pursuant to an agreement entered into between Rogers and a competitor that has been filed with the Commission for the public record.

Part G Tariff for Third Party Internet Access
Item 702 Terms and Conditions - continued

Section 2 Effective Date of Changes

2.1 Subject to Section 2.2, changes to this Tariff, as approved by the CRTC, take effect on their effective date even though Applicants or Customers have not been notified of them or have paid or been billed at the old rate.

2.2. Where the Service to be provided by an agreed-upon date was not provided, through no fault of the Applicant or Customer, and in the meantime a rate increase has gone into effect, the non-recurring charges in place prior to the increase apply.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions – continued

Section 3 Availability of Service

3.1 Rogers is not required to provide Service to an Applicant where:

a) Rogers would have to incur unusual expenses that the Applicant will not pay; or

b) the Applicant owes amounts to Rogers that are past due other than as a guarantor; or

c) the Applicant does not provide a reasonable deposit or alternative to a deposit pursuant to this Tariff.

3.2 Rogers provides Service to locations where it offers Retail IS.

3.3 TPIA Service is offered where appropriate facilities, equipment and necessary resources are available, as determined by Rogers and subject to the following limitations: F

a) Incumbents are not permitted to make use of Rogers aggregated TPIA Service within their own traditional wireline serving territory; N

b) Incumbents may continue to use Rogers aggregated TPIA Service within their own traditional wireline serving territory for End-Users who are, by 12 September 2024, already subscribed or for whom an order for services has been submitted; N

c) Incumbents are permitted to change service speeds for any End-User described in subsection b), but may not use Rogers aggregated TPIA Service to continue serving such End-Users if the underlying access technology is upgraded, or if the End-User changes their service address. N

3.4 Rogers does not warrant that the Service shall at all times be available. Requests for TPIA Service will be accommodated on a “first-come first-served basis”, based on the date of a completed application for TPIA Service. F

3.5 In the event that End-User’s premises are located upon or within real property to which Rogers has not the required access or use right, access to the inside wire may not be available to Rogers. In these circumstances, Rogers cannot guarantee availability of the TPIA Service.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions - continued

Section 4 Rogers Right to Enter Premises

4.1 Rogers's agents and employees may, at reasonable hours, enter Premises on which service is or is to be provided to install, inspect, repair and remove its facilities, to inspect and perform necessary maintenance in cases of network affecting disruption involving Applicant, Customer as End-User provided equipment.

4.2 Prior to entering premises, Rogers must obtain permission as the case may be, from the Applicant, Customer, the End-User or other responsible Person.

4.3 Entry is not subject to Section 4.1 and 4.2 in cases or emergency or where entry is pursuant to a court order.

4.4 Upon request, Rogers's agent or employee must show valid Rogers identification prior to entering the Premises.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions – continued

Section 5 Interconnection

5.1 Customers are responsible to interconnect to one or more POIs designated by Rogers. Interconnecting to a POI makes it possible for a Customer to provide service to a Wholesale Customer or End-Users served by that POI. Details of POI locations and interconnection procedures can be obtained from Rogers CSG. Rogers will maintain a current list of POI's in Item 704 of this tariff. N N

5.2 Customers are responsible for providing transmission facilities between their Premises and the POI. Interconnections at the POI must be made via one or more one gigabit Ethernet facility, 10 gigabit Ethernet facility or other mutually agreed on high-speed telecommunications facility as agreed to in the TPIA Service Agreement. The rates in this Tariff do not include the provision of such transmission facilities. 10 Gigabit Ethernet interconnecting circuits will be installed only where a speed order of 3 Gbps or greater is placed. The Customer must maintain a speed order of at least 3 Gbps on each 10 Gigabit Ethernet interconnecting circuit.

5.3 Rogers supports speed in increments of 100 Mbps downstream for aggregated POI TPIA service, and 50 Mbps downstream for disaggregated POI TPIA service. For each order by the ISP to increase or decrease its interconnection speed, Rogers will charge the Capacity Rate Service Charge, as specified in Item 703, section 1.4.ii) (disaggregated) and section 1.10.ii) (aggregated) of the Tariff provided no physical changes to interconnecting circuits are required. These orders (known as non-complex orders) will be completed within 15 business days of the receipt of the order. Orders requiring physical changes to interconnecting circuits (known as complex orders) will be treated as subsequent requests in accordance with Item 703, section 1.2.i) (disaggregated) and section 1.8.i) (aggregated) and will be completed within 60 business days of the receipt of the order.

5.4 The location for interconnection, requested date, type of interconnection and other information must be provided, in the application for TPIA POI service. Additional costs incurred by Rogers, as a result of changes to the application by the Customer, will be charged to the Customer.

5.5 Rogers does not warrant that its facilities or equipment are compatible with any specific facilities or equipment of the Customer.

5.6 The Customer has overall responsibility for monitoring the performance of the transmission facilities between its Premises and the POI. Rogers is not responsible to the Consumer, Wholesale Customer or their End-Users for the design, engineering, testing or performance of the Customer's or its Wholesale Customers' transmission facilities or the quality of the end to end services provided over them by the Customer or its Wholesale Customers to its End-Users. N N N

5.7 Rogers may at its own discretion at any time change the location of the POI and network configuration by providing the Customer interconnected at that POI with written prior notice when Rogers makes the decision to proceed with the change. In all cases, a minimum of 6 months written prior notice is required. The Customer will bear its own costs resulting from the relocation of any POI. The Customer will give the same notice to Rogers of changes to the Customer's connecting telecommunications facility.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions – continued

Section 5 Interconnection – continued

5.7 The Applicant or Customer must provide to Rogers a deposit of $1,000 for each aggregated POI in which it wishes to provide TPIA service. The Applicant or Customer must provide to Rogers payment of TPIA Tariff Item 703, Section 1.7.2.i.a) with the application for each POI in which it wishes to interconnect. Rogers will commence all necessary work following acceptance of the Initial Report associated with the POI Application. **C**

5.8 The Customer may interconnect to a POI only in connection with the TPIA Service.

5.9 The Customer shall not implement any changes to its facilities or equipment or knowingly permit its End-Users to implement changes to their equipment which would, in the reasonable assessment of Rogers, materially affect Rogers's operations, services or network, without Rogers's prior consent, which shall not unreasonably be withheld.

5.10 The facilities or equipment used by the Customer, the Customer's carrier, or the Customer's End-Users, when interconnected to the network of Rogers, shall not:

a) interfere with or impair any service offered over any facilities of Rogers or over the facilities of any carrier interconnecting to Rogers's network;

b) cause damage to Rogers's network;

c) impair the privacy of any communication carried over Rogers's facilities; or d) create hazards to Rogers's employees or to the public.

5.11 A customer who has deliberately, or by virtue of a lack or reasonable care, caused loss or damage to Rogers's facilities, may be charged the cost of restoration or replacement of these facilities. In all cases, Customers are liable for damage caused to Rogers's facilities or equipment by the Customer, the Customer's employees or the Customer's End-Users.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions – continued

Section 6 Maintenance, Repairs and Modification to Rogers's Network

6.1 Rogers assumes the costs of maintenance and repairs required due to normal wear and tear to its facilities, except that Rogers may charge for the additional expense incurred when the Applicant or Customer requires maintenance or repair work to be performed outside of regular working hours.

6.2. Rogers shall respond to Customer trouble reports only after the Customer has first determined that the trouble does not originate from its installations or equipment or the equipment of its End-Users. Where, at the request of the Customer, Rogers responds to a trouble report, and the trouble is determined by Rogers to originate from the Customer's installations or equipment or the equipment of its End-Users, the Customer shall be charged the rates and charges set out in Item 103 of the Tariff.

6.3. Rogers reserves the right to modify, in whole or in part, the design, function, operation, technology or layout of its network, facilities, equipment or other components as Rogers, in its sole discretion, considers necessary. Rogers shall not be responsible to the Customer's carrier, the Customer's End-Users, or any other Person, for their facilities, equipment or other components, in whole or in part, which cease to be compatible with Rogers facilities or which become inoperative because of such modifications to Rogers's network, facilities, equipment, or other components.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions – continued

Section 7 Transfer of End-Users

7.1 Before requesting the addition of or the transfer of an End-User to the TPIA Service, the Customer must obtain the prior consent of the End-User.

7.2 If the transfer of an End-User is validly disputed by the End-User or by another Customer on behalf of the End-User, the End-User will be transferred back to the TPIA Service of the last authorised Customer. The Customer requesting the transfer must then provide to Rogers' CSG evidence of End-User authorization as described in Schedule D (End-User Protection Procedures) of the TPIA Service Agreement between Rogers and the Customer. If such End-User authorisation is not provided within 15 business days from the date of request by Rogers's CSG, the Customer will be deemed to have requested an unauthorised transfer.

7.3 The Customer having requested the unauthorized transfer shall pay a $60 charge to the authorised Customer.

7.4 For the purposes of Sections 7.1, 7.2 and 7.3 above, Rogers will be deemed to be a Customer.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions – continued

Section 8 Restrictions on Use of Service

8.1 Customers and their End-Users are prohibited from using Rogers's TPIA Service or permitting it to be used for a purpose or in a manner that is contrary to any applicable law or regulation. Prohibited activities include, but are not limited to posting or disseminating material which is unlawful, posting or disseminating material which violates the copyright or other intellectual property rights of others, and any fraudulent activities.

8.2 Customers are prohibited from using Rogers' Service or permitting their End-Users to use it so as to prevent a fair and proportionate use by others or to interfere with their use by others.

8.3 Customer can only use the TPIA Service to provide Retail IS and VoIP services under the terms and conditions specified in this Tariff.

8.4 TPIA service is configured and designed for the residential marketplace.

8.5 Rogers reserves the right to monitor bandwidth usage, transmissions made or content posted or distributed via the TPIA Service and to take any measure that it deems necessary, in its sole discretion, to ensure compliance with these terms and conditions or to maintain the integrity of its network.

For Rogers West, Customer's End-Users may not exceed the monthly data N
transfer limits for each product set by Rogers West and detailed in Rogers N
West's Acceptable Use Policy (AUP). Rogers West reserves the right to monitor N
bandwidth usage, transmissions made or content posted or distributed via the N
TPIA Service and to take any measure that it deems necessary, in its sole N
discretion, to ensure compliance with these terms and conditions or to maintain N
the integrity of its network N

8.6 No payment may be exacted, directly or indirectly, from any Person by any party other than Rogers for the use of Rogers's Service except where otherwise stipulated by special agreement.

8.7 The provision of the TPIA Service, under this Tariff or the TPIA Service agreement, does not constitute a joint undertaking by Rogers and its Customers in the provisioning of this Service.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions – continued

Section 9 Cable Modem

9.1. The End-User cable modem is provided and maintained by the Customer or its End-User. The rates in this Tariff do not include the provision of the End-User cable modem.

9.2. The TPIA Service is provided only in connection with cable modems that are connected to and compatible with Rogers' access and distribution network and systems. Rogers will maintain a list of cable modem models that are connected to and compatible with Rogers' access and distribution network and systems by location. Rogers may change this list at any time with written prior notice when Rogers makes the decision to proceed with the change that results in a cable modem model no longer being connected to and compatible with Rogers' access and distribution network and systems. In all cases, a minimum of 6 months written notice is required.

9.3. Rogers remotely provisions and configures the End-User cable modem and remotely performs network checks and tests on the status of the End-User cable modem.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions – continued

Section 10 Deposits and other guarantees

10.1 Except for the deposit provided for in Section 5.7, Rogers will not require a deposit from an Applicant or Customer at any time unless the Applicant or Customer:

a) has no credit history with Rogers and will not provide satisfactory credit information;

b) has an unsatisfactory credit rating with Rogers due to previous payment practices regarding Rogers's services; or

c) presents an abnormal risk of loss.

10.2 Rogers will inform the Applicant or Customer of the specific reason for requiring a deposit, and of the possibility of providing an alternative to a deposit, such as arranging for third party payment, a bank letter of credit or a written guarantee from a third Person whose credit is established to the satisfaction of Rogers.

10.3 An Applicant or Customer may provide an alternative to a deposit provided it is reasonable in the circumstances.

10.4 Deposits earn interest at the prime rate, calculated on the balance of the deposit, and the interest earned before the monthly billing period. The interest will be credited to the account each month, or upon refund of the deposit.

10.5 Rogers will review the continued appropriateness of deposits and alternative arrangements at six-month intervals. When Service is terminated or the conditions which originally justified the deposit or alternative are no longer present, Rogers will promptly refund the deposit, with interest, or return the guarantee or other written undertaking, retaining any amount then owed to it by the Customer.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions – continued

Section 11 Confidentiality of Customer Records

11.1 A Customer may request information regarding its account, and Rogers shall provide the information requested if:

a) the Customer has given Rogers sufficient advance notice and details of the information sought to allow Rogers to comply with the request, and

b) the Customer agrees to reimburse Rogers for costs if Rogers would incur unusual expenses to provide the information.

11.2 Unless a Customer consents in writing or disclosure is pursuant to a legal power, all information kept by Rogers regarding the customer, other than the customer's name, address and listed telephone number, are confidential and may not be disclosed by Rogers to third parties.

11.3 The Customer cannot assign its rights or obligations pursuant to the TPIA Service Agreement without having obtained the prior written consent of Rogers, which consent shall not unreasonably be withheld.

Part G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions - continued

Section 12 Refunds in Cases of Service Problems and Limitation of Responsibility

12.1 Rogers is in no way liable for the content transmitted over its facilities. Rogers's liability with respect to the provision of the Service is limited to providing the Service, subject to the terms and conditions described in this Tariff or the TPIA Service Agreement or any related agreement, and for the Service Period agreed upon with the Customer.

12.2 Rogers does not guarantee uninterrupted working of its Service and/or facilities.

12.3 Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in Rogers facilities, Rogers's liability is limited to a refund of charges, on request, proportionate to the length of time the problem existed. However, where the problem is occasioned by Rogers' negligence, Rogers is also liable for the amount calculated in accordance with Section 12.4. Except for interruptions due to events of force majeure, the Customer shall be entitled, in such case, to a credit, provided that;

a) Rogers is notified by the Customer;

b) a written request for credit is filed by the Customer with Rogers within fifteen (15) days of such notification.

12.4 Except with regard to physical injuries, death or damage to customer premises or other property occasioned by its negligence, Rogers' liability for negligence, and also for breach of contract where the breach results from the negligence of Rogers, is limited to three times the monthly charges related to Service subscribed by the Customer pursuant to the present Tariff.

12.5 Rogers is not liable for:

a) any act or omission on the part of the Customer or its Wholesale Customers or their respective employees, agents or contractors arising from the furnishing of services by the Customer or its Wholesale Customers; **N N N**

b) any act or omission of the Customer's Carrier whose facilities are used by the Customer to interconnect to Rogers's designated POI;

c) defamation or copyright infringement arising from content transmitted or received over Rogers's facilities;

d) infringement of patents arising from combining or using the Customer or the Customer's Carrier facilities with Rogers's facilities.

Reserved for future use.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions – continued

Section 13 Payment

13.1 The TPIA Service contained in this Tariff is made available to ISP as Customers of the TPIA Service and will be billed to and payable by these Customers. The Customer is billed on a monthly basis by Rogers for the Service it provides pursuant to this Tariff.

13.2 Monthly rates are payable 15 days after month-end. The mere lapse of time in performing the obligations to pay under this Tariff will put the Customer in default. Without limiting the scope of this provision, any unpaid amount by the Client will bear interest as of the thirtieth (30) day following the invoice date at a rate of 1.63% per month (or 19.56% annually). Interest will be calculated on a daily basis and compounded monthly on the last day of each thirty (30) day period following the invoice date. Any partial payment shall be applied first to the interest, then to the principal, beginning with the earliest outstanding amount from the due date, irrespective of charges added to the Customer's invoice.

For Rogers West, Monthly rates are payable in advance the first day of each month . One- N
time charges are payable thirty (30) days from the date of billing. The mere lapse of time in N
performing the obligations to pay under this Tariff will put the Customer in default. Without N
limiting the scope of this provision, any unpaid amount by the Customer will bear interest as N
of the thirtieth (30) day following the invoice date at a rate of 1.5% per month (or 19.5% N
annually). Interest will be calculated on a daily basis and compounded monthly on the last N
day of each thirty (30) day period following the invoice date. Any partial payment shall be N
applied first to the interest, then to the principal, beginning with the earliest outstanding N
amount from the due date, irrespective of charges added to the Customer's invoice. N

13.3 Subject to Section 13.5 and 13.6, charges cannot be considered past due until the next bill has been generated.

13.4 In exceptional circumstances, for example when a Customer presents an abnormal risk of loss to Rogers, prior to the normal billing date, Rogers may request payment from the Customer on an interim basis for the non-recurring charges that have accrued providing the Customer with details regarding the charges in question. In such cases, subject to Section 13.5, the charges can be considered past due three days after they are incurred or three days after Rogers demands payment, whichever occurs later.

13.5 No charge disputed by a Customer can be considered past due unless Rogers has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.

13.6 Rogers may request immediate payment in extreme situations, provided that a notice has been issued pursuant to Section 13.4 and the abnormal risk of loss has substantially increased since that notice was given or Rogers has reasonable grounds for believing that the Customer intends to defraud Rogers.

PART G **Tariff for Third Party Internet Access**
ITEM 702 **Terms and Conditions – continued**

Section 14 **Minimum Contract Period and Cancellation Before Service Commencement**

14.1 The minimum contract period for the TPIA Service is one (1) year commencing from the date the Service is provided, except where Rogers has stipulated a longer period for provision of special construction or special assemblies.

14.2 A Customer who cancels or delays a request for Service before installation work has started cannot be charged by Rogers. Installation work is considered to have started when the Customer has completed and returned its application for the TPIA Service and Rogers has incurred any related expenses. A Customer who cancels or delays a request for Service after installation work has started but before Service has started, will be charged the lesser of the full charge for the entire minimum contract period plus the POI Access Charge and the estimated costs incurred in installation less estimated net salvage. The estimated installation costs include the costs of unsalvageable equipment and materials specifically provided or used plus the cost of installing, including engineering, supply expense, labour and supervision, and any other disbursements resulting from the installation and removal work.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions – continued

Section 15 Renewal

15.1 The Service will be automatically renewed for subsequent periods of one year unless the Customer has given to Rogers a notice of cancellation of the Service 90 days prior to the end of the initial period or any renewal thereof.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions – continued

Section 16 Customer-Initiated Termination of Service

16.1 Customers who give Rogers a 90 days prior notice may terminate their Service after expiry of the minimum contract period or any renewal thereof, in which case they must pay charges due for Service which has been furnished.

16.2 Before expiry of the minimum contract period or any renewal thereof, customers may terminate their service in which case they must pay a termination charge equal to the total remaining balance of the monthly rates for the minimum contract period or any renewal thereof

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions - continued

Section 17 Rogers-Initiated Suspension or Termination of Service

17.1 Rogers may suspend or terminate a Customer's Service only where the Customer:

a) fails to pay an account of the Customer that is past due, provided it exceeds five hundred dollars ($500) or has been past due for more than two months;
b) fails to provide or maintain a reasonable deposit or alternative when required to do so pursuant to this Tariff;
c) fails to comply with the terms of a deferred payment agreement;
d) repeatedly fails to provide Rogers with reasonable entry and access in conformity with Section 4 of Item 702;
e) contravenes Sections 5.9 and 5.10 of Item 702;
f) contravenes Sections 8.1 or 8.2 of Item 702; or
g) fails to provide payment when requested by Rogers pursuant to Section 13.6 of Item 702.

17.2 Rogers may not suspend or terminate Service in the following circumstances:

a) where the Customer is prepared to enter into and honour a reasonable deferred payment agreement; or
b) where there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and Rogers does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.

17.3 Prior to suspension or termination of Service, Rogers will provide the Customer with reasonable advance notice, stating:

a) the reason for the proposed suspension or termination and the amount owing (if any);
b) the schedule suspension or termination date;
c) that a reasonable deferred payment agreement can be entered into (where the reason for suspension or termination is failure to pay);
d) the reconnection charge;
e) the telephone number of a Rogers representative with whom any dispute may be discussed; and

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions – continued

Section 17 Rogers-Initiated Suspension or Termination of Service - continued

f) that disputes unresolved with this representative may be referred to a senior Rogers' manager.
g) For the purposes of Section 17.3, reasonable advance notice for the termination or suspension of the service of a customer that is a competitor will generally be at least 30 days.
Where repeated efforts to contact the Customer have failed, Rogers will deliver such advance notice to the billing address.

17.4 In addition to the notice required by Section 19.3, Rogers will, at least twenty-four (24) hours prior to suspension or termination of the Service, advise the Customer or an other responsible Person that suspension or termination is imminent except where;

a) repeated efforts to so advise have failed;
b) immediate action must be taken to protect Rogers from network harm resulting from Customer provided installations or equipment or from the use of the Service by the Customer; or
c) the suspension or termination occurs by virtue of a failure to provide payment when requested by Rogers pursuant to Section 13.6.

17.5 Notwithstanding the provisions of Sections 17.3 and 17.4, nothing contained within this Tariff shall be deemed to preclude Rogers from suspending or terminating forthwith the TPIA Service to a customer or its End-user if such immediate action is necessary in the circumstances, in the reasonable assessment of Rogers, to maintain the integrity of its network. In cases of such suspension or termination, the Customer will be promptly notified by Rogers and afforded the opportunity to correct the condition that gave rise to the suspension or termination.

17.6 Except with Customer consent or in exceptional circumstances, suspension or termination of Service may occur only on business days between 8 a.m. and 4 p.m., unless the business day precedes a non-business day in which case disconnection may not occur after 12 noon.

17.7 All services provided to their End-Users by the Customer or its Wholesale Customers via the TPIA Service and Rogers' network will be affected as a result of suspension or termination of the Service. No suspension or termination of the End-User's basic cable service provided by Rogers will result from suspension or termination of the TPIA Service. **N**

17.8 Suspension or termination of Service does not affect the Customer's obligation to pay any amount owed to Rogers.

17.9 In the case of suspension of Service, Rogers must make a daily pro rata allowance based on the monthly charge for the Service.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions – continued

Section 17 Rogers-Initiated Suspension or Termination of Service - continued

17.10 In the case of termination of Service pursuant to this section, the Customer must pay a termination charge equal to the total remaining balance of the monthly rates for the minimum contract period or any renewal thereof.

17.11 Rogers must restore the Service, without undue delay, where the grounds for suspension or termination of the Service no longer exist or a payment or deferred payment agreement has been negotiated. Reconnection charges may apply.

17.12 Where it becomes apparent that suspension or termination of the Service occurred in error or was otherwise improper, Rogers must restore Service during business hours on the next working day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions – continued

Section 18 Rogers-Initiated disconnection of a Customer's End-User

18.1 Rogers may disconnect an End-User of a Customer only where the End-User:

a) Contravenes Sections 5.9 and 5.10 of Item 702;
b) Contravenes Sections 8.1or 8.2 of Item 702.
c) For Rogers West, contravenes Section 8.5 of Item 702 by continuing to exceed the monthly data transfer limits outlined in Rogers West's Acceptable Use Policy (AUP) after receiving two (2) prior notices from Rogers West advising of the violation. N N N N

18.2 Prior to disconnection of an End-User, Rogers will provide the Customer with reasonable advance notice stating:

a) The reason for the proposed disconnection of the End-User;
b) the scheduled disconnection;
c) the reconnection charge;
d) the telephone number of a Rogers representative with whom any dispute may be discussed;
e) that disputes unresolved with this representative may be referred to a senior Rogers Manager.

Where repeated efforts to contact the Customer have failed, Rogers must deliver such advance notice to the billing address.

18.3 In addition to the notice required by Section 19.2, Rogers will, at least twenty-four (24) hours prior to disconnection of an End-User, advise the Customer that disconnection of its End-User is imminent, except where:

a) Repeated efforts to so advise have failed;
b) Immediate action must be taken to protect Rogers from End-User provided equipment or from the use of the Service by an End-User.

PART G Tariff for Third Party Internet Access
ITEM 702 Terms and Conditions – continued

Section 18 Rogers-Initiated disconnection of a Customer's End-User - continued

18.4 Notwithstanding the provisions of Sections 18.2 and 18.3, nothing contained within this Tariff shall be deemed to preclude Rogers from disconnecting forthwith any End-User if such action is necessary in the circumstances, in the reasonable assessment of Rogers, to maintain the integrity of its network. In cases of such disconnection, the Customer will be promptly notified by Rogers and its End-User afforded the opportunity to correct the condition that gave rise to the disconnection.

18.5 Rogers must restore the connection of the End-User, without undue delay, where the grounds for disconnection of the End-User no longer exist. Reconnection charges may apply.

18.6 Where it becomes apparent that disconnection occurred in error or was otherwise improper, Rogers must restore connection during business hours, on the next working day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

Section 19 Second-Level Testing of Cable Modem Models

19.1 Customers may submit DOCSIS-certified modems to Rogers for testing. Rogers will undertake second-level testing of the cable modem model to ensure compatibility with Rogers' network.

19.2 No second-level testing of the cable modem is required where the same cable modem model has previously been found to be compatible with Rogers' network or that is the same model as that used by Rogers for its retail IS.

19.3 The specific combination of the firmware, hardware and software defines the cable modem model. Changes to one of these elements would constitute a change to the cable modem model.

PART G Tariff for Third Party Internet Access
ITEM 703 Rates and Charges

Section 1 Service Elements

Existing Customers of Rogers TPIA Service with Aggregated POI may maintain service at the current POI locations on a grandfathered basis until such date to be determined by the CRTC. TPIA Service with Disaggregated POIs consists of the following elements:

1.1. ISP Registration Fee: A charge applies and provides for the processing of the initial request of the TPIA Service.

1.2. Point of Interconnection (POI Charges)

i) a) Initial Report Fee: A one-time charge for the engineering, operations and administration work required to provide the Initial Report described in Section 2.4 of Schedule A of Rogers' TPIA Service Agreement.
b) Subsequent Report Fee: A one-time charge for the engineering, operations and administration work required to provide a Subsequent Report for revised or additional interconnection facilities to an ISP already connected in the POI and not requiring additional fibre placement or splicing
ii) a) POI Entrance: A one-time charge for connection from the Fibre Outside Splice Closure (FOSC) to an ISP Port on the router.
b) POI Configuration: A one-time charge for the connection from existing facilities within the POI building to an ISP Port on the router.
c) Installation Fee: An hourly rate for the installation and configuration, maintenance (at the request of the ISP) and disconnection of Customer-provided router cards and media converters (if required).

1.3 TPIA Rates per End User

i) A monthly charge per End-User applies and provides for the use of Rogers' network between the POI and the Customer's End-Users' Premises. The demarcation point is the port on the End-User's cable modem. The End-User's cable modem is not provided by Rogers nor is Rogers responsible for any repairs or maintenance to the cable modem.
Nine speeds are currently offered: **N**

1Mbps Upstream (U) / 5 Mbps Downstream (D) *(Ontario only)*;
1MbpsU / 10 MbpsD *(Ontario only)*;
5MbpsU / 30 MbpsD *(Ontario only)*;
10MbpsU / 50MbpsD *(Ontario only* **N**
10MbpsU / 75MbpsD *(Ontario only)*;
15MbpsU / 150MbpsD *(Ontario only)*;
20MbpsU / 300MbpsD *(Ontario only)*;
20MbpsU / 500MbpsD *(Ontario only)*;
30MbpsU / 1024MbpsD *(Ontario only)*

ii) One-time Charges
a) Standard End-Customer connection charge; a one-time charge to install and provision cable modem functionality at an End-User premise.

PART G Tariff for Third Party Internet Access
ITEM 703 Rates and Charges

Section 1 Service Elements

TPIA Disaggregated Service consists of the following elements (Continued) : **F**

b) Customer Transfer Charge: A one-time charge is applied when a Customer transfers an End-User from one ISP to another (including a transfer from Rogers' retail ISP service)

c) End-User Specification Change Charge: A one-time charge is applied when an existing ISP end-customer requires a change to its network specifications.

1.4 Disaggregated POI Capacity Charge

i) Monthly Capacity Rate per 50 Mbps Downstream: Monthly capacity charges will be pro-rated based on the speed change order implementation date.

ii) Monthly Capacity Change Service Charges: These charges apply to each order to increase or decrease interconnection speed, provided no physical changes to interconnecting circuits are required (i.e. non-complex orders). These charges are a per order rate plus an additional per interface rate for each interconnecting circuit affected by the order.

1.5 Diagnostic Service Call

Diagnostic Labour Rates: A diagnostic service charge will apply when a service problem is determined to originate from the ISP equipment, its end-customer's equipment or other ISP related activity.

1.6 Second-level Testing of Cable Modem Models

i) the fee does not apply to one cable modem model submitted by a Customer for second-level testing, per 12-month period;

ii) the fee does not apply to second-level testing of a cable modem model where the cable modem model fails second-level testing, to a maximum of two failures cable modem testing failures, referenced in ii), shall not be considered the one free second-level testing, referenced in i), unless that cable modem model has already failed second-level testing twice.

PART G Tariff for Third Party Internet Access
ITEM 703 Rates and Charges

Section 1 Service Elements

TPIA Service with Aggregated POI enabling the service within one or more Serving Areas connected to the provincial POI consists of the following elements:

1.7 ISP Registration Fee: A charge applies and provides for the processing of the initial request of the TPIA Service.

1.8. Point of Interconnection (POI Charges):

i) a) Initial Report Fee: A one-time charge for the engineering, operations and administration work required to provide the Initial Report described in Section 2.4 of Schedule A of Rogers' TPIA Service Agreement.
b) Subsequent Report Fee: A one-time charge for the engineering, operations and administration work required to provide a Subsequent Report for revised or additional interconnection facilities to an ISP already connected in the POI and not requiring additional fibre placement or splicing

ii) a) POI Entrance: A one-time charge for connection from the Fibre Outside Splice Closure (FOSC) to an ISP Port on the router; or,
b) POI Configuration: A one-time charge for the connection from existing facilities within the POI building to an ISP Port on the router.
c) Installation Fee: An hourly rate for the installation and configuration, maintenance (at the request of the ISP) and disconnection of Customer-provided router cards and media converters (if required).

1.9. TPIA Rates per End User

i) A monthly charge per End-User applies and provides for the use of Rogers' network between the POI and the Customer's End-Users' Premises. The demarcation point is the port on the End-User's cable modem. The End-User's cable modem is not provided by Rogers nor is Rogers responsible for any repairs or maintenance to the cable modem. The speed offered can be found in table below. **N**

ii) One-time Charges
a) Standard End-Customer connection charge; a one-time charge to install and provision cable modem functionality at an End-User premise.

Part G Tariff for Third Party Internet Access
ITEM 703 Rates and Charges – continued

Speeds offered:

Mbps		Availability		
Download Speed	Upload Speed	Rogers East ON	Rogers East Atlantic	Rogers West
5	0.5			YES
5	1	YES		
10	1	YES		YES
15	0.5			YES
20	1.5			YES
25	2.5			YES
30	5	YES		YES
50	10	YES	YES	
50	50	YES*	YES*	YES*
75	50			YES*
100	10			YES
100	30	YES	YES	
100	50			YES
100	100	YES*	YES*	YES*
300	30	YES	YES	
300	50			YES*
300	200	YES*	YES*	YES*
500	30	YES	YES	
500	50			YES*
500	200	YES*	YES*	YES*
1000	50			YES*
1000	200	YES*	YES*	YES*
1024	50	YES	YES	
1500	50	YES		YES*
1500	200	YES*		YES*

* Where available

PART G Tariff for Third Party Internet Access
ITEM 703 Rates and Charges

Section 1 Service Elements

TPIA Aggregated POI Service consists of the following elements (Continued) : **F**

b) Customer Transfer Charge: A one-time charge is applied when a Customer transfers an End-User from one ISP to another (including a transfer from Rogers' retail ISP service)

c) End-User Specification Change Charge: A one-time charge is applied when an existing ISP end-customer requires a change to its network specifications.

1.10 Aggregated POI Capacity Charge **N**

i) Monthly Capacity Rate per 100 Mbps Downstream: Monthly capacity charges will be pro-rated based on the speed change order implementation date.

ii) Monthly Capacity Change Service Charges: These charges apply to each order to increase or decrease interconnection speed, provided no physical changes to interconnecting circuits are required (i.e. non-complex orders). These charges are a per order rate plus an additional per interface rate for each interconnecting circuit affected by the order. **C**

1.11 Diagnostic Service Call **N**

Diagnostic Labour Rates: A diagnostic service charge will apply when a service problem is determined to originate from the ISP equipment, its end-customer's equipment or other ISP related activity.

1.12 Second-level Testing of Cable Modem Models **N**

i) the fee does not apply to one cable modem model submitted by a Customer for second-level testing, per 12-month period;

ii) the fee does not apply to second-level testing of a cable modem model where the cable modem model fails second-level testing, to a maximum of two failures cable modem testing failures, referenced in ii), shall not be considered the one free second-level testing, referenced in i), unless that cable modem model has already failed second-level testing twice.

PART G Tariff for Third Party Internet Access
ITEM 703 Rates and Charges

Section 1 Service Elements
1.13 De-standardized speeds

i) Speeds no longer available for new End-Users, with existing End-Users grandfathered, are as follows with the effective date of de-standardization in parentheses.

Rogers East

Fiber to the Node (FTTN) End-user

Download Speed (Mbps)	Upload Speed (Mbps)	Effective Date	Rate
0.5	0.25		$12.06
3	0.25		$12.44
5	1	April 9, 2019 Atlantic Only	$12.44
6	0.25	June 16, 2014	$12.44
10	1	June 16, 2014	$19.25
15	1		$19.25
18	0.5	April 16, 2013	$14.45
25	2	June 16, 2014	$14.45
28	1	April 16, 2013	$19.51
30	5	April 9, 2019 Atlantic Only	$22.50
32	1	April 16, 2013	$21.50
35	3	June 16, 2014	$19.51
60	10	April 9, 2019	Aggregated $28.65
60	10	April 9, 2019	Disaggregated $26.50
75	2		$23.32
75	30	June 13, 2025	$23.32
100	10	July 30, 2017	$23.32
150	10	May 7, 2015	$23.32
150	30	June 13, 2025	$49.06
250	10	September 19, 2016	$34.57
250	20	February 25, 2020	$49.06
250	30	October 7, 2026	$49.06 N
250	200	October 7, 2026	$49.06 N
300	30	June 13, 2025	$49.06
1000	50	April 29, 2017	$49.06

PART G Tariff for Third Party Internet Access
ITEM 703 Rates and Charges – continued

Section 1 Service Elements – continued

Rogers West

Aggregated POI

Download Speed	Upload Speed	Effective Date	Rate	
1	0.25	July 21, 2014	$9.34	
7.5	0.5	July 21, 2014	$9.34	
10	0.5	August 17, 2015	$9.34	
20	0.5	July 21, 2014	$11.23	
50	5	August 17, 2015	$20.52	
60	6	June 13, 2025	$20.52	
75	7.5	June 13, 2025	$20.52	
120	10	June 5, 2017	$28.17	
150	10	June 13, 2025	$41.36	
150	15	June 13, 2025	$41.36	
250	15	June 13, 2025	$41.36	
250	50	October 7, 2026	$41.36	**N**
250	200	October 7, 2026	$41.36	**N**
300	15	June 13, 2025	$50.84	
300	20	May 27, 2020	$50.84	
300	100	June 13, 2025	$50.84	
500	20	June 13, 2025	$50.84	
500	100	June 13, 2025	$50.84	
600	20	June 13, 2025	$50.84	
600	100	June 13, 2025	$50.84	
750	20	June 13, 2025	$50.84	
750	50	October 7, 2026	$50.84	**N**
750	100	June 13, 2025	$50.84	
750	200	October 7, 2026	$50.84	**N**
1000	25	October 7, 2026	$50.84	**N**
1000	100	June 13, 2025	$50.84	
1500	100	June 13, 2025	$50.84	

PART G Tariff for Third Party Internet Access
ITEM 703 Rates and Charges – continued

Section 1 Service Elements – continued

Rogers East

Fiber to the Home (FTTH) End-user

Download Speed	Upload Speed	Effective Date	Rate
60	10	April 9, 2019	$32.37
250	20	February 25, 2020	$47.74

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PART G Tariff for Third Party Internet Access
ITEM 703 Rates and Charges

Section 1 Service Elements

1.14 TPIA Disaggregated POI Rates and Charges

Service Element	Monthly Rate	One Time Charge	
1. ISP Registration		$369.73	
2. Point of Interconnection (POI) Charges			
i) a) Initial Report Fee for each POI		$1,206.40	
b) Subsequent Report Fee for each POI		$603.20	
ii) a) Connection from FOSC to ISP Port on Router		$6,527.00	
b) Connection from existing telecom facilities within POI building to ISP Port on Router		$2,800.00	
c) Installation, Maintenance and Disconnection per Hour First Hour* Each Additional 15 Minutes		 $72.27 $16.13	
3.i) Basic Monthly End-User Charge (per End-User)			
Fiber to the Node (FTTN) End-user**			N
End-User charge per modem – 0 to 15MbpsD Service	$21.71		
End-User charge per modem – 16 to 30MbpsD Service	$24.52		
End-User charge per modem – 31 to 60MbpsD Service	$26.50		
End-User charge per modem – 61 to 100MbpsD Service	$28.88		
End-User charge per modem – 101 to 250MbpsD Service	$40.77		
End-User charge per modem – 251 to 500MbpsD Service	$54.05		
End-User charge per modem – 501 to 750MbpsD Service	$61.54		
End-User charge per modem – 751 to 1024MbpsD Service	$76.93		
Fiber to the Home (FTTH) End-user**			N
End-User charge per modem – 0 to 15MbpsD Service	$27.21		
End-User charge per modem – 16 to 30MbpsD Service	$30.24		
End-User charge per modem – 31 to 60MbpsD Service	$32.37		
End-User charge per modem – 61 to 100MbpsD Service	$34.93		
End-User charge per modem – 101 to 250MbpsD Service	$47.74		
End-User charge per modem – 251 to 500MbpsD Service	$62.03		
End-User charge per modem – 501 to 750MbpsD Service	$70.11		
End-User charge per modem – 751 to 1024MbpsD Service	$86.68		

**Speed-tiers included on this tariff page highlight the rates approved by the Commission and do not necessarily represent availability, please see tariff page 96 for all disaggregated speed-tiers currently offered and any applicable restrictions on availability. N N N

PART G **Tariff for Third Party Internet Access**
ITEM 703 **Rates and Charges**

Section 1 **Service Elements** N

1.14 TPIA Disaggregated POI Rates and Charges - continued N

Service Element	Monthly Rate	One Time Charge	
ii) a) Standard End-Customer Connection Charge		$63.53	
b) Customer Transfer Charge		$15.98	
c) End-User Specification Change Charge		$5.00	
4. Disaggregated POI Capacity Charge			N
i) Monthly Capacity Rate per 50Mbps	$143.99		N
iii) Capacity Rate Service Charges			N
• Per-order rate		$99.01	N
• Per-interface rate		$241.82	N
5. Diagnostic Service Call Problem originating from the Customer's facilities or equipment of its End-User First Hour* Each Additional 15 Minutes		 $72.27 $16.13	N
5. Second-level Testing of Cable Modem Models		$8,100	

* Plus $32.50 per hour on statutory holiday and Sundays; and Monday-Saturday outside the hours of 8:30 a.m. to 8:00 p.m.

PART G Tariff for Third Party Internet Access
ITEM 703 Rates and Charges

Section 1 Service Elements

1.15 Rogers East TPIA Aggregated POI Rates and Charges F

Service Element	Monthly Rate	One Time Charge
1. ISP Registration		$369.73
2. Point of Interconnection (POI) Charges		
i) a) Initial Report Fee for each POI		$1,206.40
b) Subsequent Report Fee for each POI		$603.20
ii) a) Connection from FOSC to ISP Port on Router		$6,527.00
b) Connection from existing telecom facilities within POI building to ISP Port on Router		$2,800.00
c) Installation, Maintenance and Disconnection per Hour First Hour* Each Additional 15 Minutes		 $72.27 $16.13
3.i) Basic Monthly End-User Charge (per End-User)		
Hybrid Fibre Coax (HFC) End-user** End-User charge per modem – 0 to 15MbpsD Service End-User charge per modem – 16 to 30MbpsD Service End-User charge per modem – 31 to 60MbpsD Service End-User charge per modem – 61 to 100MbpsD Service End-User charge per modem – 101 to 250MbpsD Service End-User charge per modem – 251 to 500MbpsD Service End-User charge per modem – 501 to 750MbpsD Service End-User charge per modem – 751 to 1024MbpsD Service End-User charge per modem – 1025 to 1500MbpsD Service	 $19.25 $22.50 $28.65 $23.32 $49.06 $49.06 $49.06 $49.06 $49.06	
3.ii) a) Standard End-Customer Connection Charge		$63.53
b) Customer Transfer Charge		$15.98
c) End-User Specification Change Charge		$5.00
4. Aggregated POI Capacity Charge		
i) Monthly Capacity Rate per 100 Mbps	$287.71	
ii) Capacity Rate Service Charges		
• Per-order rate		$99.01
• Per-interface rate		$241.82
5. Diagnostic Service Call Problem originating from the Customer's facilities or equipment of its End-User First Hour* Each Additional 15 Minutes		 $72.27 $16.13
6. Second-level Testing of Cable Modem Models		$8,100

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* Plus $32.50 per hour on statutory holiday and Sundays; and Monday-Saturday outside the hours of 8:30 a.m. to 8:00 p.m.
**Speed-tiers included on this tariff page highlight the rates approved by the Commission and do not necessarily represent availability, please see tariff page 96C for all speed-tiers currently offered and any applicable restrictions on availability. C

PART G **Tariff for Third Party Internet Access**
ITEM 703 **Rates and Charges**

Section 1 **Service Elements**

1.16 Rogers West TPIA Aggregated POI Rates and Charges C

Service Element	Monthly Rate	One Time Charge
1. ISP Registration		$370.50
2. Point of Interconnection (POI) Charges		
i) a) Initial Report Fee for each POI		$1,040.00
b) Subsequent Report Fee for each POI		$603.20
ii) a) POI Entrance		$6,527.00
b) POI Configuration		$2,800.00
c) Service Call (one hour minimum) First Hour Each Additional 15 Minutes		 $69.64 $15.60
3.i) Basic Monthly End-User Charge (per End-User)		
Hybrid Fibre Coax (HFC) End-user** End-User charge per modem – 0 to 10MbpsD Service End-User charge per modem – 11 to 29MbpsD Service End-User charge per modem – 30 to 49MbpsD Service End-User charge per modem – 50 to 99MbpsD Service End-User charge per modem – 100 to 129MbpsD Service End-User charge per modem – 130 to 250MbpsD Service End-User charge per modem – 251 to 500MbpsD Service End-User charge per modem – 501 to 750MbpsD Service End-User charge per modem – 751 to 1000MbpsD Service End-User charge per modem – 1001 to 1500MbpsD Service	 $9.34 $11.23 $14.91 $20.52 $28.17 $41.36 $50.84 $50.84 $50.84 $50.84	
3.ii) a) Installation Standard		$77.51
b) Transfer Charge to Another ISP (per transfer)	$20.80	
c) Service Charge for changes to Customer's End-User specification		$5.00
4. Aggregated POI Capacity Charge		
i) Monthly Capacity Rate per 100 Mbps	$266.49	
ii) Capacity Rate Service Charges		
• Per-order rate		$116.45
• Per-interface rate		$256.79
5. Diagnostic Service Call Problem originating from the Customer's facilities or equipment of its End-User First Hour* Each Additional 15 Minutes		 $69.64 $15.60
6. Second-level Testing of Cable Modem Models		$8,780.00

**Speed-tiers included on this tariff page highlight the rates approved by the Commission and do not necessarily represent availability, please see tariff page 96C for all speed-tiers currently offered and any applicable restrictions on availability.

Part G Tariff for Third Party Internet Access
ITEM 704 Disaggregated Point of Interconnection Locations

ONTARIO

1. 333 Bloor Street East – Toronto
2. 855 York Mills Road – Toronto
3. Dupont St. – Toronto
4. Scarlett Road – Toronto
5. Greensboro Dr – Toronto
6. McNicoll Ave. – Toronto
7. Comstock – Toronto (2012)
8. Pickering
9. Ajax
10. Mississauga
11. Argentia
12. Brampton
13. Newmarket
14. Oshawa
15. Barrie-Sperling
16. Barrie-Wilkie
17. Collingwood – Georgian Bay Region
18. Alliston
19. Orillia
20. Keswick
21. Pefferlaw
22. Richmond Hill
23. Markham
24. Woodbridge
25. Stratford
26. Brantford
27. Cambridge
28. Guelph
29. Kitchener
30. London
31. Woodstock
32. Orangeville
33. Bolton
34. Richmond Road – Ottawa
35. Fallowfield – Ottawa
36. St. Laurent – Ottawa
37. Hamilton - Hester
38. St. Thomas N
39. Kincardine N
40. Owen Sound N
41. Port Perry N

Part G Tariff for Third Party Internet Access
ITEM 704 Rogers East Aggregated Point of Interconnection Locations **N**
ONTARIO

855 York Mills Road – Toronto

Serving Areas in Ontario

1. 333 Bloor Street East – Toronto
2. 855 York Mills Road – Toronto
3. Dupont St. – Toronto
4. Scarlett Road – Toronto
5. Greensboro Dr – Toronto
6. McNicoll Ave. – Toronto
7. Comstock – Toronto
8. New Dundee
9. Ajax
10. Mississauga
11. Argentia
12. Brampton
13. Newmarket
14. Oshawa
15. Barrie-Sperling
16. Barrie-Wilkie
17. Collingwood – Georgian Bay Region
18. Alliston
19. Orillia
20. Keswick
21. Pefferlaw
22. Richmond Hill
23. Markham
24. Woodbridge
25. Stratford
26. Brantford
27. Cambridge
28. Guelph
29. Kitchener
30. London
31. Woodstock
32. Orangeville
33. Bolton
34. Richmond Road – Ottawa
35. Fallowfield – Ottawa
36. St. Laurent – Ottawa
37. Hamilton – Hester
38. St. Thomas
39. Kincardine
40. Owen Sound
41. Port Perry

PART G **Tariff for Third Party Internet Access**
ITEM 704 **Aggregated Point of Interconnection Locations - continued**

NEW BRUNSWICK

Moncton – New Brunswick

Serving Areas in Atlantic Region

Moncton – New Brunswick
St. John – New Brunswick
Fredericton Miramichi – New Brunswick
Bathurst Edmunston – New Brunswick
Chamcook – New Brunswick
Campbellton – New Brunswick
Woodstock – New Brunswick
Pokemouche – New Brunswick

St. John's - Newfoundland
Cornerbrook - Newfoundland
Notre Dame (Gander & Grand Falls) - Newfoundland

Kentville – Nova Scotia

N

Part G Tariff for Third Party Internet Access
ITEM 704 Aggregated Point of Interconnection Locations

Rogers West Point of Interconnection Locations N

POI Name	POI Location	
Vancouver Island	Victoria, BC	N
Lower Mainland	Vancouver, BC	N
Okanagan	Kamloops, BC	N
Southern Okanagan	Kelowna, BC	N
Southern Alberta	Calgary, AB	N
Central Alberta	Red Deer, AB	N
Northern Alberta	Edmonton, AB	N
Fort McMurray	Fort McMurray, AB	N
Saskatchewan	Saskatoon, SK	N
Manitoba	Winnipeg, MB	N
Sault Ste Marie	Sault Ste. Marie, ON	N
		N

Reserved for future use

PART H Tariff for One-Way Domestic Wireless Roaming Service
ITEM 800 Terms, conditions, and rates for the provisioning of the national wholesale wireless roaming service

1 Definitions and Interpretation

The Definitions and General Terms in Part A of Rogers' Access Services Tariff apply to this Tariff, insofar as the are not inconsistent with this Tariff. For the Purposes of this Tariff the following rems shall have the meanings set forth in their respective definitions: N I N

1.1 **"Annex(es)"** means the various annexes and/or schedules provided by Rogers or as otherwise mutually agreed to by Rogers and the Wholesale Roaming Customer.

1.2 **"Available Rogers Footprint"** shall mean, at any particular time, the geographic area within which Rogers offers Roaming services to Wholesale Roaming Customer and its End Users, as set out in Article 3.4.

1.3 **"Business Days"** means ever day except Saturdays, Sundays and statutory holidays as defined in the *Interpretation Act*.

1.4 **"Conditions of Licence"** shall mean Industry Canada's policy CPC 2-0-17 (Issue 2, March 2013) – *Conditions of Licence for Mandatory Roaming and Antenna Tower and Site Sharing and to Prohibit Exclusive Site Arrangements.*

1.5 **"Device"** shall mean the mobile wireless device of an End User that is used when Roaming on the Rogers' Network pursuant to this Tariff.

1.6 **"EIR"** has the meaning set forth in Article 4.6.

1.7 **"End Users"** shall mean, subject to Article 5.4 below, end user customers of Wholesale Roaming Customer or end-user customers of Wholesale Roaming Customer's Mobile Virtual Network Operator as defined in Article 1.14, who are enabled by Wholesale Roaming Customer to access the mobile telecommunications service(s) of Rogers for Roaming in the Available Rogers Footprint.

1.8 **"GSM Association General Assembly"** shall mean that body of the GSM Association formed by the Members and Associate Members.

1.9 **"GSM Association Permanent Reference Documents"** means a document noted as such by the EMC to the General Assembly and listed as such by Headquarters on the list of Permanent Reference Documents.

1.10 **"Home Network"** or **"Wholesale Roaming Customer's PMN"** shall mean Wholesale Roaming Customer's Public Mobile Network, where Public Mobile Network is defined in Article 1.16. The Home Network excludes any public Wi-Fi facilities.

1.11 **"Industry Canada"** shall mean the Ministry of Innovation, Science and Economic Development Canada (formerly the Ministry of Industry) of the Canadian federal government, and, where applicable, any successor ministries.

1.12 **"Information"** has the meaning set forth in Article 1.1.

1.13 **"Location Area"** shall mean those geographic areas determined by Rogers from time to time consisting of groups of contiguous cell sites. Each cell site only belongs to one Location Area.

1.14 **"Third Party Mobile Virtual Network Operator"** or **"Third Party MVNO"** means third parties with whom Wholesale Roaming Customer has a contractual relationship to allow such third parties to resell Wholesale Roaming Customer's services and who (i) do not have their own licensed spectrum and (ii) operate in the Wholesale Roaming Customer Footprint. N

1.15 **"Person"** includes an individual, partnership, firm, body corporate or government body or department thereof and the legal representatives of such person.

1.16 **"Public Mobile Network"** or **"PMN"** shall mean a public network that complies with the definition of a GSM network as set out in Article 2 of the Articles of Association of the GSM Association.

1.17 **"Radio Frequency Presence"** means the presence of sufficient signal strength between the applicable telecommunications antenna and a Device to permit a wireless voice call to be initiated.

1.18 **"Roaming"** shall mean the provision of the Services by Rogers' Public Mobile Network in order that the Roaming Customers may make use of the Services pursuant to the terms and conditions of this Tariff.

1.19 **"Roaming Arrangement"** means an arms-length agreement entered into by Rogers that provides to a third party access to Rogers' PMN. For clarity, agreements providing for access to a network that is the product of a joint-build which is commonly owned by Rogers and another third party or parties is not a Roaming Arrangement for the purposes hereof.

1.20 **"Services"** shall mean the wireless services that enable End Users to automatically access GSM-based voice, text, and data services by using Rogers' PMN when they travel outside the Wholesale Roaming Customer Footprint. The Services provide access to Rogers' PMN on an incidental basis and not on a permanent basis.

1.21 **"Seamless Roaming"** shall mean the uninterrupted transition between the Wholesale Roaming Customer's PMN and the Rogers' PMN (excluding 2G and 3G services). This involves handing off voice calls and data sessions from the Wholesale Roaming Customer's PMN to the Rogers' PMN without interruption in service. Seamless roaming will also be available for coverage gaps, which shall be identified by the Wholesale Roaming Customer, in Wholesale Roaming Customer Footprint. N I I I I N

1.22 **"TAP"** shall mean Transferred Account Procedure as defined and described in GSM Association Permanent Reference Documents.

1.23 **"Technical Specifications"** shall mean the technical specifications defined and adopted by 3GPP (Third Generation Partnership Project), including the ETSI technical specifications defined and adopted by 3GPP.

1.24 The terms **"Member", "Associate Member", "EMC"** and **"Headquarters"** shall bear the meanings ascribed to them in the Articles of Association of the GSM Association (AA.16).

1.25 **"Visited Network"** or **"Rogers' PMN"** shall refer to Rogers' Public Mobile Network. The Visited Network excludes any public Wi-Fi facilities.

1.26 **"Wholesale Roaming Customer"** shall mean a wireless service provider providing mobile communication services to retail customers holding commercial mobile radio spectrum licences issued by Industry Canada. For greater certainty, Wholesale Roaming Customer does not include Bell Mobility and TELUS Communications Company, including any of their affiliates.

1.27 **" Wholesale Roaming Customer Footprint** shall mean, at any particular time, each area within the Wholesale Roaming Customer Territory where the Wholesale Roaming Customer operates a PMN using the Radio Frequency Presence of a contiguous set of telecommunications antennae.

1.28 **" Wholesale Roaming Customer Territory"** shall mean, at any particular time, the area in which Wholesale Roaming Customer holds acommercial mobile radio spectrum license issued by Industry Canada.

1.29 **"Wi-Fi"** shall mean any licence-exempt wireless network technologies, standards, or protocols that are used to provide voice, messaging and data services, including but not limited to those that are based on the Institute of Electrical and Electronics Engineers (IEEE) 802.11 family of standards.

Any capitalized terms used in this Tariff that are not defined in this Tariff shall have the meanings ascribed to such terms in the applicable GSM Association Permanent Reference Documents. The Definitions and General Terms in Part A of Rogers' Access Services Tariff also apply to this Tariff, insofar as they are not inconsistent with this Tariff.

2 Application and Conflicts

2.1 This Tariff solely applies to the Services.

2.2 Pursuant to the Conditions of Licence, Rogers is required to provide roaming on its GSM-based mobile wireless network to all subscribers served by their Wholesale Roaming Customers, including the subscribers of any Third Party MVNOs operating on their Wholesale Roaming Customers' networks. The Wholesale Roaming Customer must ensure that any access to Rogers' Network on behalf of its Third Party MVNO Customers occurs on the same basis, and with the same limitations, as set out in this Tariff. N N

3 Scope

3.1 The Services provided under this Tariff shall be in accordance with:

(a) the Annexes,

(b) all binding GSM Association Permanent Reference Documents that specifically apply to domestic roaming,

(c) relevant Technical Specifications, and

(d) those non-binding GSM Association Permanent Reference Documents which are agreed to by Rogers and Wholesale Roaming Customer;

including, in each case, all the commercial aspects thereof, as set forth in this Tariff. All of these documents may be amended from time to time. In case of conflict between this Tariff and the above noted documents, this Tariff shall prevail over these documents. If there is a conflict between the documents listed in (a) through (d), above, then the order of precedence of the documents shall be as listed in (a) through (d).

3.2 Additional requirements and exceptions to the Technical Specifications and GSM Association Permanent Reference Documents are detailed in this Tariff and/or the Annexes.

3.3 Membership and Other Requirements

Wholesale Roaming Customer shall be a Member of the GSM Association.

3.4 Available Rogers Footprint

At any particular time, the End Users may only Roam within the Available Rogers Footprint. At any time, the Available Rogers Footprint shall consist of the then current Rogers' PMN service area, including such service area of Rogers that is the product of a joint-build or which is commonly owned by Rogers and another third party or parties and where Rogers' broader customer base has access, but excluding any areas where Rogers has deployed an exclusively Private Network. For the purpose of this article, a "Private Network" is a network deployed for a specific customer or groups of customers, on which Rogers' broader customer base does not have access to Rogers' services. N

3.5 Network and Service Restrictions

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(a) Wholesale Roaming Customer shall only provide the Services to End Users with the intent that the End Users shall only use the Services incidentally to their primary use of Wholesale Roaming Customer's services.

(b) Reserved for future use.

(c) Wholesale Roaming Customer shall not make available the Services of Rogers to any

Person other than permitting End Users to roam on Rogers' PMN as set forth in this Tariff. With regards to any Third Party MVNOs, the terms and conditions, requirements and restrictions on Roaming as set forth in this Tariff including, without limitation, with respect to End Users, shall also apply to the end user customers, devices and equipment of such Third Party MVNOs. N N

(d) If Wholesale Roaming Customer requests in writing that Rogers exclude any specified SIMs from Roaming, Wholesale Roaming Customer shall ensure that the IMSIs of or relating to any such excluded SIMs shall specifically be excluded from all technical information provided to Rogers, provided that such IMSIs must be excluded by using ranges of at least 1,000,000 (i.e. the minimum size of a range of IMSI numbers that is to be excluded is 1,000,000). In addition, Wholesale Roaming Customer will upon request from Rogers from time to time provide Rogers with a list of the excluded IMSI ranges.

(e) Without limiting the generality of the foregoing, in the event Wholesale Roaming Customer makes its IMSIs available to any other wireless network operator, the customers of such other wireless operators shall not have any access to the Services and Wholesale Roaming Customer will exclude all such IMSIs from all technical information provided to Rogers in accordance with Article 3.5(d).

(f) Wholesale Roaming Customer shall not have any access hereunder to the network or services of any third party network operator with which Rogers may have Roaming Arrangements.

3.6 Lawful Intercept

3.6.1 Rogers will be responsible for addressing any interception of private communications court orders and warrants relating to Rogers' **PMN** served on Rogers by any governmental authority. In the case of a call or data session that was subject to Seamless Roaming, the responsibility for addressing any interception of private communications court orders and warrants will fall to the Wholesale Roaming Customer since the call was initially set-up on Wholesale Roaming Customer's PMN. N I I N

3.6.2 In the event that Wholesale Roaming Customer is served with court orders or warrants in connection with interception of private communications on Rogers' **PMN,** Wholesale Roaming Customer shall advise the concerned governmental authority to issue the court order or warrant in Rogers' name and to address same to the attention of the Senior Manager, Lawful Access Response, RCCI, Fax: (416) 935-7986 or such other number that Rogers may advise Wholesale Roaming Customer of from time to time.

3.6.3 In any event, Rogers will be entitled to any and all fees received from the appropriate governmental authority in connection with lawful interception of private communications requests on Rogers' PMN.

4 Implementation of the network and services

4.1 Services

4.1.1 The Services provided by Rogers for Roaming may be amended, modified and updated by Rogers from time to time as a result of technical, network-based changes; provided that (i) in the event that Rogers anticipates that any material changes or modifications shall adversely impact Roaming hereunder Rogers shall use commercially reasonable efforts to provide ninety (90) days prior written notice thereof to Wholesale Roaming Customer, and (ii) the same amendments,

modifications and updates shall apply to equivalent services provided to the other wireless carriers with which Rogers has domestic Roaming Arrangements.

Rogers shall be permitted to "turn-down" a particular level of service of the Services which Rogers also "turns down" for its own customers and for the end users of other wholesale roaming customers, provided that Rogers shall use commercially reasonable efforts to provide ninety (90) days ' notice to Wholesale Roaming Customer prior to the shut-down of particular areas or the applicable PMN, as the case may be. N

4.1.2 The Services made available to individual End Users shall only be those for which the End Users have valid subscriptions with Wholesale Roaming Customer.

4.1.3 Network changes that Rogers makes unilaterally that materially affect Wholesale Roaming Customer's End Users are limited to those that affect Wholesale Roaming Customer's End Users, the end users of all other wholesale roaming customers, and Rogers' own customers in a similar manner.

4.2 Devices

4.2.1 Wholesale Roaming Customer shall be responsible (i) to obtain PTCRB approval of Devices used for Roaming on Rogers' PMN (provided that if the PTCRB ceases to provide approval for Devices Rogers and Wholesale Roaming Customer shall agree on another body whose approval of Devices shall be sought), and (ii) for ensuring that all Devices used for Roaming on Rogers' PMN, including all modifications thereto comply with all applicable laws, rules, and regulations, including the rules and regulations of Industry Canada.

4.2.2 All Devices of Wholesale Roaming Customer's End Users which are to be used for Roaming on Rogers' PMN must be able to operate on Wholesale Roaming Customer's PMN using the radio spectrum frequencies used by Wholesale Roaming Customer's PMN in the respective exchanges in which the End Users' mobile phone numbers are located.

4.2.3 Wholesale Roaming Customer shall ensure that the Devices of End Users are able to receive applicable codes (for example: 3GPP TS 51.010-1 VS.5.0 (2003-09) standard Cause Code 13: "Roaming Not Allowed in this Location Area") from Rogers in order to deny access of any such Device in a Location Area the Roaming Customer is not entitled to roam in order to prohibit such Device from reattempting registration on Rogers ' PMN until it has moved into another Location Area.

4.2.4 Wholesale Roaming Customer shall take all reasonable steps to ensure that the Devices of End Users are configured to preferentially register on Wholesale Roaming Customer's PMN over all other available PMNs where roaming is permitted, to minimize in-footprint roaming and traffic offloading. N N

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4.3 Network Interconnection

GSM-based Roaming Services shall be provided by way of indirect interconnection via a third-party signaling hub provider. An indirect interconnection enables Wholesale Roaming Customer's End Users to use voice, SMS messaging, and data services while they are Roaming on Rogers' PMN, subject to the rest of the conditions in this Tariff, and consistent with GSM Association Permanent Reference Documents, to provide

a. Signaling System 7 (SS7) and diameter signaling for End-user authentication, Services available to the End User while Roaming, transit for SMS messaging back to the Home Network, and termination of incoming calls;
b. General Packet Radio Service (GPRS) Roaming exchange (GRX) to allow the Visited Network to pass Internet traffic back to the Home Network; and
c. Data clearing house to allow the Home Network to receive call detail records from the Visited Network.

For 5GS Core (as defined in 3GPP TS 23.501, System architecture for the 5G System (5GS)), the Wholesale Roaming Customer has the option of a direct interconnection between the Rogers PMN and Wholesale Roaming Customer PMN. The direct interconnection will be consistent with GSMA permanent reference document (PRD) NG 113 – 5GS Roaming Guidelines. This document aims to provide a standardized view on how 5GS networks making use of the 5GS Core can interconnect and/or interwork when users roam onto a network different to their Home PMN. This type of direct interconnection enables the Wholesale Roaming Customer's End Users to use voice, SMS messaging, and data services while they are Roaming on Rogers' PMN, subject to the rest of the conditions in this Tariff N I I I I I I I I

For non 5GS Core roaming, a direct interconnection may be requested by the Wholesale Roaming Customer. The configuration of this interconnection will be mutually agreed upon by Rogers and the Wholesale Roaming Customer and can be subject to commercial agreement outside the confines of this tariff. N

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4.4 Seamless Roaming

4.4.1 Seamless Roaming will be available for only packet switch based (MMTel, MBB) LTE and higher technology generation services (VoLTE & data on 5G-NSA and VoNR & data on 5G-SA). This service is offered only as one-way inter-PLMN handover from Wholesale Roaming Customer PMN to Rogers' PMN. Inter-PLMN handover from Rogers PMN back to Wholesale Roaming Customer PMN will not be supported, instead this PLMN change will be under the control of Wholesale Roaming Customer device as part of network reselection in idle state. Seamless roaming will be implemented as an add on capability on top of existing LTE and / or higher technology wholesale roaming (VoLTE & data on 5G-NSA and VoNR & data on 5G-SA).

4.4.2 Seamless Roaming implementation is dependent on:

a. The feasibility and implementation process in accordance with Article 4.5
b. Wholesale Roaming Customer and Rogers' solution elements compliance to inter-PLMN HO 3GPP standard procedures and protocols
c. Validated inter-PLMN HO procedures interoperability between Wholesale Roaming Customer and Roger

4.4.3 Initial set-up activities include but are not limited to: engineering, planning, integration and testing activities associated with the Wholesale Roaming Customer's initial written request to develop Seamless Roaming. Any change to the Wholesale Roaming Customer's underlying wireless technology and/or its wireless technology vendor should be disclosed to Rogers six months prior to the change. These changes will require Rogers and the Wholesale Roaming Customer to undertake initial set-up activities again, including the feasibility and implementation process specified in Article 4.5.

4.4.4 After the initial set-up activities for Seamless Roaming, the Wholesale Roaming Customer shall be entitled to request Seamless Roaming network border changes not more than once per month (for clarity, such a request can contain multiple boundary requests), unless otherwise agreed to by Rogers. These network border changes must also be proposed in accordance with Article 4.6.

4.4.5 For the purpose of implementing, updating or forecasting potential Seamless Roaming changes, a Wholesale Roaming Customer can request from Rogers, its up-to-date cell site information at any time and Rogers will make commercially reasonable efforts to provide this information within seven business days.

4.4.6 A Wholesale Roaming Customer that wishes to implement or update coverage for Seamless Roaming in connection with Roaming on the Available Rogers Footprint may request a Seamless Roaming Potential Implementation Review by providing to Rogers a written request, in the form prescribed by Rogers, identifying the areas in which the Wholesale Roaming Customer may wish to implement or update coverage for Seamless Roaming and all relevant information required by Rogers to assess the feasibility of and potential technical approaches to implementing Seamless Roaming. The Wholesale Roaming Customer must clearly specify: the province; latitude and longitude of cell site location; E-UTRAN Cell Identifier (“ECI”); TAC list and map; and neighbor frequencies to be added to Enhanced NodeB's (“eNodeB's”) for each cell site in the following:

i. the portion of the border along which the Seamless Roaming Service is requested, and if applicable, the border along which the Seamless Roaming Service is requested;

ii. the Wholesale Roaming Customer neighbour cell sites for (1) the portion of the border along which Seamless Roaming Service is requested and (2) the border along which the Seamless Roaming Service is requested, if applicable; and

iii. the proposed Rogers cell sites where the Wholesale Roaming Customer requests a seamless handoff.

4.4.7 The information requested for items (i) through (iii) above must be provided in both a spreadsheet and a GIS file in MapInfo format, or such other format as specified by Rogers. The Wholesale Roaming Customer must also provide a list of all vendors for the Wholesale Customer’s RAN and core network, along with a general description of the type of equipment provided by each vendor. Such information is to be provided in a spreadsheet. Rogers will work in good faith to make the service operational within 90 days of receipt of the request or a timeline mutually agreed upon by both Parties.

a. To complete its review, Rogers may request additional information from the Wholesale Roaming Customer as required.

b. Upon completion of its review, Rogers will advise the Wholesale Roaming Customer whether implementation of Seamless Roaming is feasible given the information provided by the Wholesale Roaming Customer and, if it is, how Rogers can implement Seamless Roaming with the Wholesale Roaming Customer. Should a technical impediment to deploying Seamless Roaming be discovered, Rogers will not unilaterally deny the provision of the service. Instead, both the Wholesale Roaming Customer and Rogers will work in good faith in order to resolve the issues. If an issue or dispute between the Wholesale Roaming Customer and Rogers regarding an impediment to the deployment of Seamless Roaming cannot be resolved, the Wholesale Roaming Customer and Rogers may seek to resolve the relevant issue using other means, including the CRTC's staff-assisted dispute resolution mechanisms.

4.4.8 Seamless Roaming services are available only where technically feasible in all the circumstances, including consideration of the Parties' equipment vendors and types, network design and deployment, and other features of the Wholesale Roaming Customer's PMN and the Rogers' PMN.

4.4.9 The Wholesale Roaming Customer may initiate a request for Seamless Roaming based on Rogers' response to the Seamless Roaming Potential Implementation Review by initiating a Seamless Roaming Set-Up requests in the form prescribed by Rogers.

a. Implementation of Seamless Roaming will reflect the results of the Seamless Handoff Potential Implementation Review and, without limiting Rogers' right to make changes pursuant to Article 4, Article 5.1 and Article 5.3 of this Tariff, will be completed in a manner mutually agreed to by Rogers and the Wholesale Roaming Customer.

b. Following receipt of a Seamless Roaming Set-Up request the Parties will agree on a statement of work reflecting what each Party will do to implement the request and the associated resources and charges in accordance with Article 15.1.

4.4.10 Following the implementation of the Seamless Roaming Service, the Wholesale Roaming Customer shall be entitled to initiate no more than one Seamless Boundary Change in a thirty (30) day period unless otherwise agreed to by the Parties.

4.4.11 A Wholesale Roaming Customer may initiate a Seamless Roaming Boundary Change by providing a written request to Rogers. The written request shall contain the following in respect of the Wholesale Roaming Customer's cell sites that either (1) will no longer be part of the Wholesale Roaming Customer's existing Home Network Outer Boundary and/or Home Network Inner Boundary, or (2) are intended to comprise part of the of the Wholesale Roaming Customer's Home Network Outer Boundary and/or Home Network Inner Boundary following the Seamless Roaming Network Boundary Change:

a. the information set out in Article 4.5.1 in the format set out in Article 4.5.2, (for a single network boundary change, it is anticipated that some of the information originally provided as part of the original seamless roaming request could be re-used and re-submitted with any changes to relevant cell site information clearly indicated);

b. the date on which the Wholesale Roaming Customer will implement the relevant change(s) to their PMN; and

c. a summary of any relevant changes made to the Wholesale Roaming Customer's network since the last change to the Wholesale Roaming Customer's Home Network Outer Boundary and/or Home Network Inner Boundary (as the case may be) that could impact the provision of Seamless Roaming.

4.4.12 Upon receipt of a written request, Rogers shall, without undue delay, review the information provided by the Wholesale Roaming Customer for completeness and provide the Wholesale Roaming Customer with either a confirmation that Rogers has received the complete information required to provide its response or with a request for omitted information.

4.4.13 Within seven (7) days of confirming the receipt of complete information, or such longer period as may be agreed to by the Parties, Rogers shall provide the Wholesale Roaming Customer with a response containing relevant information regarding Rogers' cell sites that correspond to the Seamless Handoff Boundary Change.

4.4.14 Based on the information exchanged, the Parties shall work together in good faith to agree on a statement of work reflecting what each Party will do to implement the Seamless Roaming Boundary Change.

4.4.15 Rogers shall undertake commercially reasonable efforts to make the necessary adjustments to the implementation of the relevant Seamless Roaming Boundary on its network within thirty (30) days of confirming the receipt of complete information or such later date as agreed upon by the Parties, subject to any unforeseen technical issues that may arise prior to completion or any delays caused by the Wholesale Roaming Customer.

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4.6 Equipment Identification Register

Wholesale Roaming Customer acknowledges that Rogers has an equipment identification register **("EIR")** program and if any Roaming Customer uses stolen or unauthorized equipment that is registered in Rogers' EIR or in another EIR registry program in which Rogers participates, Rogers shall be entitled to prevent usage of such equipment on Rogers' PMN and may intercept any calls made by such equipment. In the event Rogers notifies the Wholesale Roaming Customer of any Devices that have been used for Roaming which Rogers believes have been stolen or are unauthorized, then the Wholesale Roaming Customer shall use commercially reasonable efforts to investigate the registration of the Devices and, where appropriate, suspend such Devices. N I I N

5. Management of Modifications to the Services, Facilities and Certain Procedural Matters

5.1. Following notice of change served by Rogers to Wholesale Roaming Customer with respect to the implementation of new Services for Roaming or changes or modifications to existing Services for Roaming in accordance with Article 4.1 that may materially adversely affect Roaming under this Tariff, Rogers and Wholesale Roaming Customer shall discuss the impact of any such change for End Users (including End Users' access to these Services) and shall agree on the necessary actions to be performed, including without limitation, in relation to:

(a) network and billing test procedures as set out in the Technical Specifications and the GSM Association Permanent Reference Documents, as requested by either Rogers or Wholesale Roaming Customer;

(b) administrative activities; and/or

(c) the targeted starting date.

5.2. Forecasts.

5.2.1. To assist Rogers in network and capacity planning and deployment, Wholesale Roaming Customer agrees to provide to Rogers once a year, beginning 30 days prior to the commencement of Wholesale Roaming Customer's use of the Services and at least thirty (30) days prior to the beginning of each subsequent year thereafter, a good faith estimate, in a mutually agreed to format, of the aggregate volume of Services to be used by End Users during each three month period of such year based on a Tier 2 license area level.

5.2.2. If Wholesale Roaming Customer expects a substantial increase to the number of End Users or use of Rogers' Services in any calendar quarter due to a promotion or otherwise, Wholesale Roaming Customer shall provide to Rogers a revised forecast for such calendar quarter at least thirty (30) days prior to the earlier of (i) the commencement of the calendar quarter, and (ii) the introduction of such promotion.

5.2.3. To assist Rogers with implementing Seamless Roaming, the Wholesale Roaming Customer agrees to provide to Rogers, no more than once a month, with the Wholesale Roaming Customer's relevant network border information for purposes of implementing Seamless Roaming. Such information must conform to the process described and agreed upon in the Seamless Handoff Potential Implementation Review. Upon receiving the necessary information, Rogers will use commercially reasonable efforts to make the required adjustments to Rogers' PMN within 30 days. Rogers will also provide their necessary network border information to a Wholesale Roaming Customer within 7 days of receiving a written request. N I I I I I I N

5.3. Design and Ownership of Networks.

5.3.1. No provision of this Tariff shall be construed as vesting in Wholesale Roaming Customer any control or ownership interest whatsoever in any equipment, facilities or operations of Rogers including, without limitation, Rogers' PMN. Wholesale Roaming Customer acknowledges and agrees that the design, engineering, construction and modification of Rogers' PMN is entirely within the discretion of Rogers (including, without limitation, the size, location and boundaries of the Location Areas) and Rogers is under no obligation to make any additions or modifications to its PMN to accommodate the needs or desires of End Users of Wholesale Roaming Customer or to address any incompatibility in the technologies used by Rogers and Wholesale Roaming Customer that may preclude the provision of Services to one or more End Users.

5.4. **Quality of Service**

5.4.1. Wholesale Roaming Customer acknowledges that the Services of Rogers shall be made available to End Users only when their Devices are in the operating range of the Available Rogers Footprint. The Services of Rogers are being made available on an "as is/as available" basis and Rogers does not guarantee or warrant the performance, availability, coverage, uninterrupted use, security or operation of the Services. The Services may be temporarily refused, interrupted, or limited at any time because of, among other things: (i) limitations of the Rogers' PMN, including without limitation congestion; (ii) transmission limitations caused by atmospheric, topographical or other factors; or (iii) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the Services, provided that the Services shall provide an End User with the ability to access voice and data services at a level of quality comparable to that offered for similar services to Rogers' own customers as allowed for in Article 4.1.1.

5.4.2. The End Users, during roaming, may experience conditions of service different from the conditions in Wholesale Roaming Customer's PMN provided however that the Services shall provide an End User with the ability to access voice and data services at a level of quality comparable to that offered for similar services to Rogers' own customers.

5.4.3. Wholesale Roaming Customer hereby acknowledges and agrees that Rogers shall not be obligated to offer or provide a quality, functionality, technology, service or level of service, including but not limited to data transmission speeds, technology or a generation of GSM technology, for the Services which is in excess of the lesser of:

(a) a quality, functionality, technology, service or level of service generally offered by the Wholesale Roaming Customer to its own subscribers on the Wholesale Roaming Customer's PMN;

(b) a quality, functionality, technology, service or level of service generally offered by Rogers to its own subscribers on Rogers' PMN; or

(c) a functionality or technology for which no standards and industry guidelines have been developed or widely adopted in Canada

For certainty, should the Wholesale Roaming Customer offer or provide a quality, functionality, technology, service or level of service to its customers which Rogers does not offer to its own customers, under no circumstances shall Rogers be required to offer same to the Wholesale Roaming Customer's customers.

5.5. Radio Frequencies.

Wholesale Roaming Customer acknowledges that the rights to the use of any radio frequencies licensed to Rogers by Industry Canada are entirely those of Rogers, subject to permitted use by the End Users only in accordance with this Tariff.

6. Charging, Billing and Accounting

6.1. Charging and Rates.

6.1.1 When an End User uses the Services of Rogers, Wholesale Roaming Customer shall be responsible for payment of charges for the Services so used in accordance with the rates set out hereunder.

6.1.2 Wholesale Roaming Customer shall not be liable for the payment of charges for chargeable Services provided by Rogers without Customer Identity Authentication as defined in GSM Association Permanent Reference Documents, except to the extent that Wholesale Roaming Customer actually recovers all charges due in relation to the End User.

6.2. Implementation of TAP. N

Rogers and Wholesale Roaming Customer shall implement TAP according to the GSM Association Permanent Reference Documents, as same may be amended by Rogers upon written notice to Wholesale Roaming Customer in order to conform with any modifications adopted by the GSM Association, and according to the provisions set out in the applicable Annex. N N

6.3. Billing and Accounting.

Rogers and Wholesale Roaming Customer shall implement billing and accounting according to the GSM Association Permanent Reference Documents and the provisions set out in the applicable Annex.

6.4. Settlement Procedure.

Rogers and Wholesale Roaming Customer shall implement settlement procedures according to the GSM Association Permanent Reference Documents and the provisions set out in the applicable Annex.

6.5. Security

6.5.1. Rogers may require deposits from Wholesale Roaming Customer if:

(a) Wholesale Roaming Customer has no credit history with Rogers and will not provide satisfactory credit information;

(b) Wholesale Roaming Customer has an unsatisfactory credit rating with Rogers due to previous payment practices with Rogers; or

(c) the provision of the wholesale roaming services to Wholesale Roaming Customer clearly presents an abnormal risk of loss.

6.5.2. Rogers must inform Wholesale Roaming Customer of the specific reason for requiring a deposit, and of the possibility of providing an alternative to a deposit, such as arranging for third party payment, a bank letter of credit or a written guarantee from a third person whose credit is established to the satisfaction of Rogers.

6.5.3. Wholesale Roaming Customer may provide an alternative to a deposit, provided it is reasonable in the circumstances.

6.5.4. Deposits earn interest at the savings account rate of TD Canada Trust, calculated on the balance of the deposit plus interest accrued prior to the current billing period. The interest will be credited to the account annually or upon refund of the deposit, and will be reflected on Rogers' next billing statement.

6.5.5. Rogers will show the total principal amount of deposits held on each Wholesale Roaming Customer's billing statement.

6.5.6. Rogers must review the continued appropriateness of deposits and alternative arrangements at 6-month intervals. When service is terminated or the conditions which originally justified such arrangements are no longer present, Rogers must promptly refund or credit the deposit, with interest, or return the guarantee or other written undertaking, retaining only any amount then owed to it by Wholesale

Roaming Customer.

6.5.7. At no time may the amount of all deposits and alternatives provided exceed 3 months of charges for all wholesale roaming services provided by Rogers to Wholesale Roaming Customer under this Tariff.

7. Customer Care

End Users shall contact the Customer Care Service of Wholesale Roaming Customer while Roaming. End Users shall not contact Rogers. Wholesale Roaming Customer's Customer Care Service will be the sole point of contact for Wholesale Roaming Customer's End Users. Wholesale Roaming Customer may then contact Rogers for troubleshooting as needed.

8. Confidentiality

1.1. Rogers and Wholesale Roaming Customer hereby agree to treat all information exchanged between them (hereinafter referred to as "Information") as confidential and agree not to disclose such Information in any manner whatsoever, in whole or in part except as provided in this Article 8 or except as otherwise required by law.

1.2. Notwithstanding Article 1.1 above, Information may be transmitted and disclosed to governmental, judicial or regulatory authorities, as may be required by any governmental, judicial or regulatory authority.

1.3. For the purposes of this Tariff, Information shall not be considered to be confidential if such Information is:

(a) in or passed into the public domain other than by breach of this Article; or

(b) known to the recipient prior to the disclosure by the discloser; or

(c) disclosed to the recipient without restriction by a third party having the full right to disclose; or

(d) independently developed by the recipient to whom no disclosure of confidential Information relevant to such Information has been made.

1.4. Confidentiality obligations shall survive the termination of the provision of Roaming pursuant to this Tariff for a period of five (5) years.

9. Data Privacy

Rogers' and Wholesale Roaming Customer's obligations hereunder to disclose Information shall not apply to the extent that Rogers or Wholesale Roaming Customer is prohibited from doing so due to laws and regulations applicable to Roaming and/or data protection and/or privacy.

10. Fraud Prevention

Rogers and Wholesale Roaming Customer shall comply with the procedures and provisions concerning fraudulent or unauthorised use by End Users set out in the GSM Association Permanent Reference and Permanent Binding Documents.

11. Liabilities

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11.1.0. Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in Rogers' facilities, Rogers' liability is limited to a refund of charges, on request, proportionate to the length of time that the problem existed. No request is necessary where a problem in service lasts 24 hours or more from the time Rogers is advised of the problem. However, where the problem is occasioned by Rogers' negligence, Rogers is also liable for the amount calculated in accordance with Item 11.1.2.

11.1.1. These terms do not limit Rogers' liability in cases of deliberate fault, gross negligence, anti- competitive conduct, breach of contract where the breach results from the gross negligence of Rogers', or disclosure of confidential information contrary to Article 8 of this Tariff.

11.1.2. Except with regard to physical injuries, death, or damage to Wholesale Roaming Customer's premises or other property, occasioned by its negligence, Rogers' liability for negligence, and for breach of contract where the breach results from the negligence of Rogers, is limited to three times the amounts refunded or cancelled in accordance with Item 11.1.0, as applicable.

11.1.3. Rogers is not responsible for:

(a) libel, slander, defamation or the infringement of copyright or other unlawful activity arising from material or messages transmitted over Rogers' facilities;
(b) the infringement of patents arising from the combining or using of Wholesale Roaming Customer's facilities with Rogers's facilities; or
(c) damages arising out of the act, default, neglect or omission of the Wholesale Roaming Customer in the use or operation of facilities provided by Rogers.
(d) When facilities of third parties are used in establishing connections to or from facilities under the control of the Wholesale Roaming Customer, Rogers is not liable for any act, omission or negligence of the third party.
(e) In the provision of interconnection services, an End User's end-to-end service.

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12. Suspension or Termination of Services and Other Remedies

a. Rogers has the right at any time upon thirty (30) days written notice, without liability, to suspend or terminate access to any or all of the Roaming made available hereunder for Wholesale Roaming Customer in the event that

1. Wholesale Roaming Customer is in default of the payment of any undisputed amount due to Rogers under this Tariff Item.
   - A. Rogers may not suspend or terminate service where
     - i. Wholesale Roaming Customer is prepared to enter into and honour a reasonable deferred payment agreement; or
     - ii. there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and Rogers does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.
2. Wholesale Roaming Customer has failed to comply with the deposit provisions as set out in Item 800.6.5; or
3. the network access provided under this Tariff is used in a manner other than that permitted by the definition of the service.

b. Notwithstanding anything in this Tariff Item to the contrary, Rogers may, without liability, suspend or terminate all or any of its Services to specific End User(s) for technical reasons where it would suspend or terminate those Services to its own subscribers.

c. For greater certainty, the phrase "reasonable advance notice" as used in this Item 800.12 will generally be at least thirty (30) days. Prior to suspension or termination, Rogers must provide Wholesale Roaming Customer with reasonable advance notice, stating

1. the reason for the proposed suspension or termination and the amount owing, if any;
2. the scheduled suspension or termination date; and
3. that subject to contrary provisions of this Tariff or as approved by the CRTC, a reasonable deferred payment agreement can be entered into (where the reason for suspension or termination is failure to pay).

d. Where repeated efforts to contact Wholesale Roaming Customer have failed, Rogers must, at a minimum, deliver the notice referred to in Item 800.12(c) to the billing address prior to delivering the notice referred to in Item 800.12(e).

e. In addition to the notice required by Item 800.12(c) Rogers must, at least 24 hours prior to suspension or termination, advise Wholesale Roaming Customer or another responsible person that suspension or termination is imminent, except where

1. repeated efforts to so advise have failed

2. immediate action must be taken to protect Rogers from network harm resulting from facilities controlled or provided by Wholesale Roaming Customer; or **N**

3. the suspension or termination occurs by virtue of a failure to provide payment when requested by Rogers for non-recurring charges that have accrued, by providing notice to the Wholesale Roaming Customer with details regarding the services and charges in question, prior to the normal billing date.

f. Except with Wholesale Roaming Customer's consent or in exceptional circumstances, suspension or termination may occur only on business days between 8 a.m. and 5 p.m., local time, unless the business day precedes a non-business day, in which case disconnection may not occur after 12 noon local time.

g. Suspension or termination does not affect Wholesale Roaming Customer's obligation to pay any amount owed to Rogers.

h. In the case of services that have been suspended, Rogers must make a daily pro rata allowance based on the monthly charge for such services.

i. Rogers must restore service, without undue delay, where the grounds for suspension or termination no longer exist, or a payment or deferred payment agreement has been negotiated. Service charges may apply.

j. Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, Rogers must restore service the next day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

k. Rogers must follow an incremental approach to suspending and terminating the service provided to Wholesale Roaming Customer, with reasonable advance notice.

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13. Force Majeure

Non-performance of Rogers' obligations pursuant to this Tariff or delay in performing the same shall not constitute a breach of this Tariff if, and for as long as, it is due to a force majeure event, including, but not being limited to, governmental action, or requirement of regulatory authority, lockouts, strikes, shortage of transportation, war, rebellion or other military action, fire, flood, natural catastrophes, or any other unforeseeable obstacles beyond Rogers' control, or non-performance of obligations by a sub-contractor of Rogers pursuant to any of the aforementioned reasons. Rogers shall, on becoming aware of such event, inform Wholesale Roaming Customer in writing of such force majeure event as soon as possible.

14. Miscellaneous

I. **Trade Names and Trademarks.**

Wholesale Roaming Customer may make it known to its current and potential Roaming Subscribers that Rogers is providing Roaming hereunder by referencing "Rogers Communications" in its materials. In addition, Wholesale Roaming Customer shall not market, advertise, promote or make any claim with respect to the performance, geographic coverage of Rogers' **PMN** (including displaying Rogers' Available **PMN** coverage on Wholesale Roaming Customer's coverage maps made available to its Roaming Subscribers in a manner could be interpreted as being part of Wholesale Roaming Customer's own PMN), or overall Roaming Subscribers' experience, while relying on the use of the Rogers' PMN pursuant to this Tariff.

15. Rates

Rogers shall charge Wholesale Roaming Customer the following rates for the Services:

Service	Rate
Voice - Applied to all Mobile Originated (MO) and Mobile Terminated (MT) calls, including (a) MO calls to Toll Free Numbers: 1-800, 888, 877,866, 855, and similar numbers. (b) MO calls to Directory Services numbers: 411 (Directory Assistance). (c) MO calls to short numbers except 911.	$0.007062 Canadian/minute
Text - Mobile Originated Short Message (MO-SMS)	$0.000007 Canadian/message
Text - Mobile Terminated Short Message (MT-SMS)	$0.000007 Canadian/message
Data - GPRS/EDGE/HSPA/LTE/5G (data)	$0.013978 Canadian/Megabyte (MB)

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Part I Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access
ITEM 900 Definitions

Section 1 Definitions

1.1 The definitions and general terms in Part A of Rogers' Access Services Tariff apply to this Tariff Item 900, 901 and 902 (collectively, this "Tariff"), insofar as they are not inconsistent with this Tariff. For the purpose of this Tariff, the following terms shall have the meanings set forth in their respective definitions:

"Annex(es)" means the various annexes and/or schedules provided by Rogers or as otherwise mutually agreed to by Rogers and the MVNO Customer.

"Available Rogers Footprint" shall mean, at any particular time, the Tier 4 licence areas for which the MVNO Customer holds an Eligible Spectrum Licence issued by Industry Canada (as defined below) that are also included in Rogers' PMN coverage area, but excluding Saskatchewan, Yukon, the Northwest Territories and Nunavut, as set out in Item 902.1.3.

"**Business Days**" means every day except Saturdays, Sundays and statutory holidays as defined in the *Interpretation Act*.

"Device" shall mean the mobile wireless device of an End User that is used for MVNO Access on the Rogers' Network pursuant to this Tariff.

"EIR" has the meaning set forth in Item 902.2.5.

"**Eligible Spectrum Licence**" is, a spectrum licence issued by Industry Canada for commercial mobile spectrum at the Tier 4, Tier 3, Tier 2, or Tier 1 levels, as well as Local Telephone (TEL) legacy spectrum licence areas, as defined by Industry Canada. Such spectrum licences must be held in good standing, not be subordinated to another carrier (as per Item 901.1.1 a)) and must be available for the MVNO Customer to provide commercial mobile wireless services at the time that the MVNO Access is provided. For example, if a MVNO Customer holds a Tier 3 commercial mobile spectrum licence that includes multiple Tier 4 areas, the MVNO Customer would be eligible for MVNO Access in those Tier 4 areas.

"End Users" shall mean end user customers of MVNO Customer or end user customers of Third Party MVNOs who are enabled by MVNO Customer to access the mobile telecommunications service(s) of Rogers using MVNO Access in the MVNO Customer Service Area in accordance with this Tariff.

"GSM Association General Assembly" shall mean that body of the GSM Association formed by the Members and Associate Members.

"GSM Association Permanent Reference Documents" means a document noted as such by the EMC to the General Assembly and listed as such by Headquarters on the list of Permanent Reference Documents.

"Home Network" or **"MVNO Customer's PMN"** shall mean MVNO Customer's Public Mobile Network. The Home Network excludes any public Wi-Fi facilities.

Part I Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access
ITEM 900 Definitions - continued

Section 1 Definitions - continued

"Industry Canada" shall mean the Ministry of Innovation, Science and Economic Development Canada (formerly the Ministry of Industry) of the Canadian federal government, and, where applicable, any successor ministries

"Information" has the meaning set forth in Item 902.6.1.

"Location Area" shall mean those geographic areas determined by Rogers from time to time consisting of groups of contiguous cell sites. Each cell site only belongs to one Location Area.

"Mobile Virtual Network Operator Customer" or **"MVNO Customer"** shall mean a regional wireless service carrier that actively provides mobile wireless services to retail customers using its own PMN (including a radio access network [RAN] and core network) in Canada, is registered as a wireless carrier with the CRTC and that holds one or more Eligible Spectrum Licences issued by Industry Canada in the Available Rogers Footprint. For greater certainty, MVNO Customer does not include Bell Mobility and TELUS Communications Company, or any of their affiliates, successors and assigns.

"MVNO Access" shall mean the provision of services to an MVNO Customer pursuant to the terms and conditions of this Tariff and an MVNO Arrangement which enables End Users to automatically access GSM-based voice, text and data wireless services using Rogers' PMN when they are within the MVNO Customer Service Area. MVNO Access is available on GSM-based networks, including 3G, 4G/LTE, and 5G (and any eventual future GSM-based network generations).

"MVNO Arrangement" means an arms-length agreement entered into by Rogers that provides to a third party access to certain geographic areas of Rogers' PMN. For clarity, agreements providing for access to a network that is the product of a joint-build which is commonly owned by Rogers and another third party or parties is not a MVNO Arrangement for the purposes hereof.

"MVNO Customer Footprint" shall mean, at any particular time, the area in Canada where the MVNO Customer operates a PMN using the Radio Frequency Presence of a set of telecommunications antennae.

"MVNO Customer Service Area" shall mean, at any particular time, the areas in the Rogers Available Footprint for which the MVNO Customer has elected to obtain MVNO Access. For clarity, each MVNO Customer will have a distinct MVNO Customer Service Area.

"Person" includes an individual, partnership, firm, body corporate or government body or department thereof and the legal representatives of such person.

Part I **Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access**
ITEM 900 **Definitions - continued**

Section 1 **Definitions - continued**

"Public Mobile Network" or **"PMN"** shall mean a public network that complies with the definition of a GSM network as set out in Article 2 of the Articles of Association of the GSM Association.

"Radio Frequency Presence" means the presence of sufficient signal strength between the applicable telecommunications antenna and a Device to permit a wireless voice call to be initiated.

"Seamless Hand-off" shall mean the uninterrupted transition between the MVNO Customer's PMN and Rogers' PMN (excluding 2G and 3G services). This involves handing off voice calls and data sessions from the MVNO Customer's PMN to the Rogers' PMN without interruption in service. Seamless hand-off will also be available for coverage gaps in MVNO Customer Service Area.

"Services" shall mean the wireless services that enable End Users to automatically access GSM-based voice, text, and data services by using Rogers' PMN when they are within the MVNO Customer Service Area.

"TAP" shall mean Transferred Account Procedure as defined and described in GSM Association Permanent Reference Documents.

"Technical Specifications" shall mean the technical specifications defined and adopted by 3GPP (Third Generation Partnership Project), including the ETSI technical specifications defined and adopted by 3GPP.

"Third Party Mobile Virtual Network Operator" or **"Third Party MVNO"** means third parties with whom MVNO Customer has a contractual relationship to allow such third parties to resell MVNO Customer's retail wireless voice, text and/or data services in the MVNO Customer Footprint.

The terms **"Member", "Associate Member", "EMC"** and **"Headquarters"** shall bear the meanings ascribed to them in the Articles of Association of the GSM Association (AA.16).

"Visited Network" or **"Rogers' PMN"** shall refer to Rogers' Public Mobile Network. The Visited Network excludes any public Wi-Fi facilities.

"Wi-Fi" shall mean any licence-exempt wireless network technologies, standards, or protocols that are used to provide voice, messaging and data services, including but not limited to those that are based on the Institute of Electrical and Electronics Engineers (IEEE) 802.11 family of standards.

Part I Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access
ITEM 900 Definitions - continued

Section 1 Definitions - continued

1.2 Any capitalized terms used in this Tariff that are not defined in this Tariff shall have the meanings ascribed to such terms in the applicable GSM Association Permanent Reference Documents. The Definitions and General Terms in Part A of Rogers' Access Services Tariff also apply to this Tariff, insofar as they are not inconsistent with this Tariff.

Part I Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access
ITEM 901 Description of Service

Section 1 Description of Service

1.1 This Tariff solely applies to MVNO Access and along with the MVNO Arrangement sets out the basic rights and obligations of Rogers Communications Canada Inc. (individually and collectively referred to as "Rogers" or the "the Corporation") and its MVNO Customers who subscribe to MVNO Access.

a) The Service allows a qualifying regional wireless carrier to purchase, on a permanent or non-incidental basis, wholesale access to Rogers' PMN within Tier 4 areas where the MVNO Customer holds a spectrum licence for commercial mobile radio spectrum at the Tier 4 level or higher, and permits the qualifying regional wireless carrier to provide retail mobile wireless voice, text and data services to MVNO end-customers in the relevant Tier 4 areas.

- MVNO Customers with subordinate spectrum licences are eligible in the geographic areas covered by those licences.
- Primary licence holders that have subordinated their spectrum are not eligible to use the service in the geographic areas covered by those subordinated spectrum licences (except in sharing agreements described below).
- MVNO Customers that share or subordinate spectrum with another wireless carrier in a joint network build or network-sharing agreement are eligible in the geographic areas covered by those licences.

1.2 The MVNO Customer must ensure that any access to Rogers' network on behalf of its Third Party MVNOs occurs on the same basis, and with the same limitations, as set out in this Tariff.

a) Specifically, the MVNO Customer shall be solely responsible for ensuring that the use of the Services by its End Users and the end-users of its Third Party MVNOs complies with this Tariff. MVNO Customer agrees to contractually flow down the material provisions of this Tariff to the End Users, to the extent applicable, such that the End Users are contractually bound by those provisions in a similar manner that MVNO Customer is bound hereunder.

1.3 MVNO Access is only accessible in the Available Rogers Footprint specific to each MVNO Customer and is an extension of the MVNO Customer's home network available to all end-users of the MVNO Customer, without distinction.

1.4 The MVNO Customer may use MVNO Access only to provide retail mobile wireless services to its End Users subject to the following conditions:

a) The MVNO Access shall only be available for a period of 7 years following the final approval of these tariff pages, and C

b) The MVNO Access does not include access for fixed wireless, wireline, or Wi-Fi services.

Part I Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access
ITEM 901 Description of Service - continued

Section 1 Description of Service - continued

1.5 The MVNO Customer may resell or share MVNO Access, in accordance with the terms of this Tariff.

1.6 To obtain MVNO Access the potential MVNO Customer is required to:

a) demonstrate they are compliant with CRTC requirements including registering with the CRTC as wireless service provider;

b) enter into a MVNO Arrangement with Rogers;

c) maintain an Eligible Spectrum Licence issued by Industry Canada in each Tier 4 area in the Available Rogers Footprint for which MVNO Access is requested;

d) demonstrate compliance with all applicable regulatory requirements

e) operate their own radio access network and mobile core network in Canada;

f) have their own Mobile Network Code (MNC), International Mobile Subscriber Identity (IMSI) and Subscriber Identity Modules (SIMs);

1.7 MVNO Customers are prohibited from using the MVNO Access for any purposes beyond those specified in this Tariff.

1.8 As noted in Telecom Regulatory Policy CRTC 2021-130, Rogers may also provide MVNO Access on terms and conditions different from the terms and conditions in this Tariff pursuant to an agreement entered into between Rogers and the MVNO Customer that has been filed in confidence with the Commission for monitoring purposes. However, where there is recourse to final offer arbitration, it will be done on the basis of the tariffed terms and conditions established by the Commission under this Tariff.

1.9 The MVNO access service will enable seamless hand-off functionality in accordance with Section 902.2.4 a) of this tariff. Further, the MVNO Customer may opt out of the seamless hand-off functionality at their discretion.

Part I **Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access**
ITEM 902 **Terms and Conditions**

Section 1 Scope

1.1 The MVNO Access and Services provided under this Tariff shall be in accordance with:

a) the Annexes,

b) all binding GSM Association Permanent Reference Documents that specifically apply to domestic roaming,

c) relevant Technical Specifications, and

d) those non-binding GSM Association Permanent Reference Documents which are agreed to by Rogers and MVNO Customer;

including, in each case, all the commercial aspects thereof, as set forth in this Tariff. All of these documents may be amended from time to time. In case of conflict between this Tariff and the above noted documents, this Tariff shall prevail over these documents. If there is a conflict between the documents listed in (a) through (d), above, then the order of precedence of the documents shall be as listed in (a) through (d).

1.2 Additional requirements and exceptions to the Technical Specifications and GSM Association Permanent Reference Documents are detailed in this Tariff and/or the Annexes.

Part I Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access
ITEM 902 Terms and Conditions - continued

Section 1 Scope - continued

1.3 Available Rogers Footprint

a) At any particular time, the End Users may only acquire MVNO Access within the Available Rogers Footprint. At any time, the Available Rogers Footprint shall be no larger than the current Rogers' PMN service area, including such service area of Rogers that is the product of a joint-build or which is commonly owned by Rogers and another third party or parties and where Rogers' broader customer base has access, but excluding Saskatchewan, Yukon, Nunavut and the Northwest Territories and any areas where Rogers has deployed an exclusively Private Network. For the purpose of this article, a "Private Network" is a network deployed for a specific customer or groups of customers, on which Rogers' broader customer base does not have access to Rogers' services.

1.4 Network and Service Restrictions

a) MVNO Customer shall not make available the Services of Rogers to any Person other than permitting End Users to connect to Rogers' PMN as set forth in this Tariff. With regards to any Third Party MVNOs, the terms and conditions, requirements and restrictions on MVNO Access as set forth in this Tariff including, without limitation, with respect to End Users, shall also apply to the end user customers, devices and equipment of such Third Party MVNOs.

b) If MVNO Customer requests in writing that Rogers exclude any specified SIMs from MVNO Access, the MVNO Customer shall ensure that the IMSIs of or relating to any such excluded SIMs shall specifically be excluded from all technical information provided to Rogers, provided that such IMSIs must be excluded by using ranges of at least 1,000,000 (i.e. the minimum size of a range of IMSI numbers that is to be excluded is 1,000,000). In addition, MVNO Customer will upon request from Rogers from time to time provide Rogers with a list of the excluded IMSI ranges.

c) Rogers may implement LAC/TAC blocking either upon request of the MVNO Customer, or as required, to ensure the MVNO Customer operates in the intended Tier 4 licence area(s) within the MVNO Customer Service Area.

   i. Rogers does not guarantee LAC/TAC boundaries will precisely match the desired geographic areas as defined by Industry Canada's licence areas. Rogers is under no obligation to modify its LAC/TAC areas to match Industry Canada's licence areas, nor required to provide 'tower' or 'IMSI' level blocking to accommodate any request.

Part I **Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access**
ITEM 902 **Terms and Conditions - continued**

Section 1 Scope - continued

d) 5G roaming on the Available Rogers Footprint will be implemented pursuant to the GSMA document 5G Implementation Guidelines: NSA Option 3, February 2020, s. 2.12.

e) MVNO Customer shall not have any access hereunder to the network or services of any third-party network operator with which Rogers may have Roaming Arrangements.

1.5 Lawful Intercept

a) Rogers will be responsible for addressing any interception of private communications court orders and warrants relating to Rogers' **PMN** served on Rogers by any governmental authority.

b) In the event that MVNO Customer is served with court orders or warrants in connection with interception of private communications on Rogers' **PMN,** MVNO Customer shall advise the concerned governmental authority to issue the court order or warrant in Rogers' name and to address same to the attention of the Senior Manager, Lawful Access Response, RCCI, Fax: (416) 935-7986 or such other number that Rogers may advise MVNO Customer of from time to time.

c) In any event, Rogers will be entitled to any and all fees received from the appropriate governmental authority in connection with lawful interception of private communications requests on Rogers' PMN.

Part I Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access
ITEM 902 Terms and Conditions - continued
Section 2 Implementation of the network and services

2.1 Services

a) The MVNO Access provided by Rogers and the Services to End Customers supported by MVNO Access may be amended, modified and updated by Rogers from time to time as a result of technical, network-based changes; provided that (i) in the event that Rogers anticipates that any material changes or modifications shall adversely impact MVNO Access hereunder Rogers shall use commercially reasonable efforts to provide ninety (90) days prior written notice thereof to MVNO Customer, and (ii) the same amendments, modifications and updates shall apply to equivalent services provided to the other wireless carriers with which Rogers has domestic MVNO Access arrangements. If Rogers provides more than ninety (90) days written notice of network changes to its own subscribers, they will notify the MVNO Customer at the same time.

b) The Services made available to individual End-Users shall only be those for which the End Users have valid subscriptions with MVNO Customer or Third Party MVNO.

c) Network changes that Rogers makes unilaterally that materially affect End Users are limited to those that affect End-Users, the end-users of all other MVNO Customers, and Rogers' own end user customers in a similar manner.

2.2 Devices

a) MVNO Customer shall be responsible (i) to obtain PTCRB approval of Devices used for MVNO Access on Rogers' PMN (provided that if the PTCRB ceases to provide approval for Devices, Rogers and MVNO Customer shall agree on another body whose approval of Devices shall be sought), and (ii) for ensuring that all Devices used for MVNO Access on Rogers' PMN, including all modifications thereto comply with all applicable laws, rules, and regulations, including the rules and regulations of Industry Canada.

b) All Devices of MVNO Customer's End Users which are to be used for MVNO Access on Rogers' PMN must be able to operate on MVNO Customer's PMN using the commercial mobile radio spectrum frequencies licensed to MVNO Customer.

Part I Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access
ITEM 902 Terms and Conditions - continued
Section 2 Implementation of the network and services - continued

c) In the event that Rogers reasonably believes that any equipment used for MVNO Access adversely affects Rogers' PMN or other customers of Rogers or Rogers otherwise has concerns with regards to such usage on Rogers' PMN, then Rogers may require that such equipment to be tested prior to permitting its continued use on Rogers' PMN. In such cases, Rogers will provide written notice of the testing required. The general intent of this Article is to address the use by MVNO Customers of complex devices, or devices that have a very distinct purpose from any of the devices offered by the MVNO Customer to its own subscribers and does not apply to devices similar in nature to the devices Rogers offers to its own subscribers.

d) MVNO Customer shall ensure that the Devices of End Users are able to receive applicable codes (for example: 3GPP TS 51.010-1 VS.5.0 (2003-09) standard Cause Code 13: "Roaming Not Allowed in this Location Area") from Rogers in order to deny access of any such Device in a Location Area the MVNO Customer is not entitled to access in order to prohibit such Device from reattempting registration on Rogers ' PMN until it has moved into another Location Area.

e) MVNO Customer shall take all reasonable steps to ensure that the devices of End-Users are configured to preferentially register on the MVNO Customer's PMN over all other available PMNs where MVNO Access is permitted, to avoid traffic offloading as the MVNO Customer builds out their network in Rogers Available Footprint.

2.3 Network Interconnection

a) MVNO Access services shall be provided by way of indirect interconnection via a third-party signaling hub provider, consistent with GSM Association Permanent Reference Documents.

b) For 5GS Core (as defined in 3GPP TS 23.501, System architecture for the 5G System (5GS)), the MVNO Customer has the option of a direct interconnection between the Rogers PMN and MVNO Customer PMN.

Part I Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access
ITEM 902 Terms and Conditions - continued
Section 2 Implementation of the network and services - continued

2.4 Seamless Hand-off

a) Seamless hand-off is included as a functionality of MVNO access. For clarity and in accordance with Telecom Decision CRTC 2022-288, Seamless Hand-off is functionally identical to Seamless Roaming provided under Rogers' Tariff CRTC 21530, Part H - One-Way Domestic Wireless Roaming Services Tariff. As such, Rogers' Tariff CRTC 21530, Part H, Item 800, section 4.4, section 4.5 and section 15.1 are subsumed in this Tariff.

2.5 Equipment Identification Register

a) MVNO Customer acknowledges that Rogers has an equipment identification register **("EIR")** program and if any MVNO Customer uses stolen or unauthorized equipment that is registered in Rogers' EIR or in another EIR registry program in which Rogers participates, Rogers shall be entitled to prevent usage of such equipment on Rogers' PMN and may intercept any calls made by such equipment. In the event Rogers notifies the MVNO Customer of any Devices that have been used for MVNO Access which Rogers believes have been stolen or are unauthorized, then the MVNO Customer shall use commercially reasonable efforts to investigate the registration of the Devices and, where appropriate, suspend such Devices

Part I **Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access**
ITEM 902 **Terms and Conditions - continued**

Section 3 **Management of Modifications to the Services, Facilities and Certain Procedural Matters**

3.1 Following notice of change served by Rogers to MVNO Customer with respect to the implementation of MVNO Access or changes or modifications to existing Services supported by MVNO Access in accordance with Item 902.2.1 that may materially adversely affect MVNO Access under this Tariff, Rogers and MVNO Customer shall discuss the impact of any such change for End Users (including End Users' access to these Services) and shall agree on the necessary actions to be performed, including without limitation, in relation to:

a) network and billing test procedures as set out in the Technical Specifications and the GSM Association Permanent Reference Documents, as requested by either Rogers or MVNO Customer;

b) administrative activities; and/or

c) the targeted starting date.

3.2 The MVNO Customer agrees that where Rogers intends to end the provision of any of the High-Speed Packet Access (HSPA), HSPA+ or LTE or similar GSM-based network protocols in the MVNO Customer Service Area, on a permanent basis, either nationally or regionally, Rogers shall provide prior written notice to the MVNO Customer in such respect either (i) forthwith upon entering into the MVNO Arrangement or (ii) no less than 18 months prior to the intended change.

3.3 Forecasts.

a) To assist Rogers in network and capacity planning and deployment, MVNO Customer agrees to provide to Rogers once a year, beginning thirty (30) days prior to the commencement of MVNO Access and at least thirty (30) days prior to the beginning of each subsequent year thereafter, a good faith estimate, of the aggregate volume of Services, represented in gigabytes (GB) of data, comprising all voice, text, and data anticipated to be used by end-users over the forecast period, to be used by End Users during the subsequent 12-month period based on a Tier 4 license area level.

b) On a good faith basis, MVNO Customers must notify Rogers of any significant changes to their traffic forecasts as soon as the MVNO Customer becomes aware of such a change.

Part I **Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access**
ITEM 902 **Terms and Conditions – continued**

Section 3 **Management of Modifications to the Services, Facilities and Certain Procedural Matters - continued**

3.4 Design and Ownership of Networks.

a) No provision of this Tariff shall be construed as vesting in MVNO Customer any control or ownership interest whatsoever in any equipment, facilities or operations of Rogers including, without limitation, Rogers' PMN. MVNO Customer acknowledges and agrees that the design, engineering, construction and modification of Rogers' PMN is entirely within the discretion of Rogers (including, without limitation, the size, location and boundaries of the Location Areas) and Rogers is under no obligation to make any additions or modifications to its PMN to accommodate the needs or desires of End Users of MVNO Customer or to address any incompatibility in the technologies used by Rogers and MVNO Customer that may preclude the provision of Services to one or more End Users.

3.5 Quality of Service

a) MVNO Customer acknowledges that the Services of Rogers shall be made available to End Users only when their Devices are in the operating range of the Available Rogers Footprint. The Services of Rogers are being made available on an "as is/as available" basis and Rogers does not guarantee or warrant the performance, availability, coverage, uninterrupted use, security or operation of the Services. The Services may be temporarily refused, interrupted, or limited at any time because of, among other things: (i) limitations of the Rogers' PMN, including without limitation congestion; (ii) transmission limitations caused by atmospheric, topographical or other factors; or (iii) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the Services, provided that the Services shall provide an End User with the ability to access voice and data services at a level of quality comparable to that offered for similar services to Rogers' own customers as allowed for in Item 902.2.1.

b) The End Users, during MVNO Access, may experience conditions of service different from the conditions in MVNO Customer's PMN provided however that the Services shall provide an End User with the ability to access voice and data services at a level of quality comparable to that offered for similar services to Rogers' own customers.

Part I **Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access**
ITEM 902 **Terms and Conditions – continued**

Section 3 **Management of Modifications to the Services, Facilities and Certain Procedural Matters - continued**

c) MVNO Customer hereby acknowledges and agrees that Rogers shall not be obligated to offer or provide a quality, functionality, technology, service or level of service, including but not limited to data transmission speeds, technology or a generation of GSM technology, for the Services which is in excess of the lesser of:

i. a quality, functionality, technology, service or level of service generally offered by the MVNO Customer to its own subscribers on the MVNO Customer's PMN; or

ii. a quality, functionality, technology, service or level of service generally offered by Rogers to its own subscribers on Rogers' PMN;

d) For certainty, should the MVNO Customer offer or provide a quality, functionality, technology, service or level of service to its customers which Rogers does not offer to its own customers, under no circumstances shall Rogers be required to offer same to the MVNO Customer's customers.

e) In the event that Rogers ends the provision of any legacy network generation technology (HSPA, HSPA+ or LTE or similar GSM-based network protocols) in the MVNO Customer Service Area, on a permanent basis, either nationally or regionally (in accordance with Item 902.3.2), Rogers will provide access to the next highest available network generation without throttling to the previous generations equivalent network speed.

3.6 Radio Frequencies.

a) MVNO Customer acknowledges that the rights to the use of any radio frequencies licensed to Rogers by Industry Canada are entirely those of Rogers, subject to permitted use by the End Users only in accordance with this Tariff.

Part I Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access
ITEM 902 Terms and Conditions – continued

Section 4 Charging, Billing and Accounting

4.1 Charging and Rates

a) When an End User uses the Services of Rogers, MVNO Customer shall be responsible for payment of charges for the Services so used in accordance with the rates and other charges determined in accordance with 902.13 and the MVNO Arrangement between Rogers and MVNO Customer.

b) MVNO Customer shall not be liable for the payment of charges for chargeable Services provided by Rogers without Customer Identity Authentication as defined in GSM Association Permanent Reference Documents, except to the extent that MVNO Customer actually recovers all charges due in relation to the End User.

4.2 Implementation of TAP and Billing and Charging Evolution

a) Rogers and MVNO Customer shall implement TAP and Billing and Charging Evolution according to the GSM Association Permanent Reference Documents, as same may be amended by Rogers upon written notice to MVNO Customer in order to conform with any modifications adopted by the GSM Association, and according to the provisions set out in the applicable Annex.

4.3 Billing and Accounting

a) Rogers and MVNO Customer shall implement billing and accounting according to the GSM Association Permanent Reference Documents and the provisions set out in the applicable Annex.

4.4 Settlement Procedure

a) Rogers and MVNO Customer shall implement settlement procedures according to the GSM Association Permanent Reference Documents and the provisions set out in the applicable Annex.

4.5 Security

a) Rogers may require deposits from MVNO Customer if:

i. MVNO Customer has no credit history with Rogers and will not provide satisfactory credit information;

ii. MVNO Customer has an unsatisfactory credit rating with Rogers due to previous payment practices with Rogers; or

iii. the provision of the MVNO Access to MVNO Customer clearly presents an abnormal risk of loss.

Part I **Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access**
ITEM 902 **Terms and Conditions – continued**

Section 4 Charging, Billing and Accounting - continued

b) Rogers must inform MVNO Customer of the specific reason for requiring a deposit, and of the possibility of providing an alternative to a deposit, such as arranging for third party payment, a bank letter of credit or a written guarantee from a third person whose credit is established to the satisfaction of Rogers.

c) MVNO Customer may provide an alternative to a deposit, provided it is reasonable in the circumstances.

d) Deposits earn interest at the savings account rate of TD Canada Trust, calculated on the balance of the deposit plus interest accrued prior to the current billing period. The interest will be credited to the account annually or upon refund of the deposit and will be reflected on Rogers' next billing statement.

e) Rogers will show the total principal amount of deposits held on each MVNO Customer's billing statement.

f) Rogers must review the continued appropriateness of deposits and alternative arrangements at 6-month intervals. When service is terminated or the conditions which originally justified such arrangements are no longer present, Rogers must promptly refund or credit the deposit, with interest, or return the guarantee or other written undertaking, retaining only any amount then owed to it by MVNO Customer.

g) At no time may the amount of all deposits and alternatives provided exceed 3 months of charges for all MVNO Access services provided by Rogers to MVNO Customer under this Tariff.

Part I **Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access**
ITEM 902 **Terms and Conditions – continued**

Section 5 Customer Care

5.1 End Users shall contact the Customer Care Service of MVNO Customer while obtaining MVNO Access. End Users shall not contact Rogers. MVNO Customer's Customer Care Service will be the sole point of contact for MVNO Customer's End Users. MVNO Customer may then contact Rogers for troubleshooting as needed.

Part I **Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access**
ITEM 902 **Terms and Conditions - continued**

Section 6 Confidentiality

6.1 Rogers and MVNO Customer hereby agree to treat all information exchanged between them (hereinafter referred to as "Information") as confidential and agree not to disclose such Information in any manner whatsoever, in whole or in part except as provided in this Item 902.6 or except as otherwise required by law.

6.2 Notwithstanding Item 902.6.1 above, Information may be transmitted and disclosed to governmental, judicial or regulatory authorities, as may be required by any governmental, judicial or regulatory authority.

6.3 For the purposes of this Tariff, Information shall not be considered to be confidential if such Information is:

a) in or passed into the public domain other than by breach of this Article; or

b) known to the recipient prior to the disclosure by the discloser; or

c) disclosed to the recipient without restriction by a third party having the full right to disclose; or

d) independently developed by the recipient to whom no disclosure of confidential Information relevant to such Information has been made.

6.4 Confidentiality obligations shall survive the termination of the provision of MVNO Access pursuant to this Tariff for a period of five (5) years.

Part I **Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access**
ITEM 902 **Terms and Conditions - continued**

Section 7 **Data Privacy**

7.1 Rogers' and MVNO Customer's obligations hereunder to disclose Information shall not apply to the extent that Rogers or MVNO Customer is prohibited from doing so due to laws and regulations applicable to MVNO Access and/or data protection and/or privacy.

Part I **Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access**
ITEM 902 **Terms and Conditions - continued**

Section 8 Fraud Prevention

8.1 Rogers and MVNO Customer shall comply with the procedures and provisions concerning fraudulent or unauthorised use by End Users set out in the GSM Association Permanent Reference and Permanent Binding Documents.

Part I **Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access**
ITEM 902 **Terms and Conditions - continued**

Section 9 Liabilities

9.1 Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in Rogers' facilities, Rogers' liability is limited to a refund of charges, on request, proportionate to the length of time that the problem existed. No request is necessary where a problem in service lasts 24 hours or more from the time Rogers is advised of the problem. However, where the problem is occasioned by Rogers' negligence, Rogers is also liable for the amount calculated in accordance with Item 902.9.3.

9.2 These terms do not limit Rogers' liability in cases of deliberate fault, gross negligence, anti- competitive conduct, breach of contract where the breach results from the gross negligence of Rogers, or disclosure of confidential information contrary to Item 902.6 of this Tariff.

9.3 Except with regard to physical injuries, death, or damage to MVNO Customer's premises or other property, occasioned by its negligence, Rogers' liability for negligence, and for breach of contract where the breach results from the negligence of Rogers, is limited to three times the amounts refunded or cancelled in accordance with Item 902.9.1, as applicable.

9.4 Rogers is not responsible for:

(a) libel, slander, defamation or the infringement of copyright or other unlawful activity arising from material or messages transmitted over Rogers' facilities;

(b) the infringement of patents arising from the combining or using of MVNO Customer's facilities with Rogers's facilities;

(c) damages arising out of the act, default, neglect or omission of the MVNO Customer in the use or operation of facilities or services provided by Rogers;

(d) When facilities of third parties are used in establishing connections to or from facilities under the control of the MVNO Customer, Rogers is not liable for any act, omission or negligence of the third party; or,

(e) In the provision of interconnection services, an End User's end-to-end service.

Part I Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access
ITEM 902 Terms and Conditions - continued

Section 10 Suspension or Termination of Services and Other Remedies

10.1 Rogers has the right at any time upon thirty (30) days written notice, without liability, to suspend or terminate access to any or all of the MVNO Access made available hereunder for MVNO Customer in the event that

a) MVNO Customer is in default of the payment of any undisputed amount due to Rogers under this Tariff Item.

i. Rogers may not suspend or terminate service where

1. MVNO Customer is prepared to enter into and honour a reasonable deferred payment agreement; or

2. there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and Rogers does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.

b) MVNO Customer has failed to comply with the deposit provisions as set out in Item 902.4.5; or

c) the network access provided under this Tariff is used in a manner other than that permitted by the definition of the service; or

d) the MVNO Customer no longer satisfies all of the criteria to be eligible for MVNO Access as defined by this Tariff; or

10.2 Notwithstanding anything in this Tariff Item to the contrary, Rogers may, without liability, suspend or terminate all or any of its Services to specific End User(s) for technical reasons where it would suspend or terminate those Services to its own subscribers.

10.3 For greater certainty, the phrase "reasonable advance notice" as used in this Item 902.10 will generally be at least thirty (30) days. Prior to suspension or termination, Rogers must provide MVNO Customer with reasonable advance notice, stating

a) the reason for the proposed suspension or termination and the amount owing, if any;

Part I Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access
ITEM 902 Terms and Conditions - continued

Section 10 Suspension or Termination of Services and Other Remedies – continued

b) the scheduled suspension or termination date; and

c) that subject to contrary provisions of this Tariff or as approved by the CRTC, a reasonable deferred payment agreement can be entered into (where the reason for suspension or termination is failure to pay).

10.4 Where repeated efforts to contact MVNO Customer have failed, Rogers must, at a minimum, deliver the notice referred to in Item 902.10.3 to the billing address prior to delivering the notice referred to in Item 902.10.5.

10.5 In addition to the notice required by Item 902.10.3 Rogers must, at least 24 hours prior to suspension or termination, advise MVNO Customer or another responsible person that suspension or termination is imminent, except where

a) repeated efforts to so advise have failed;

b) immediate action must be taken to protect Rogers from network harm resulting from facilities controlled or provided by MVNO Customer; or

c) the suspension or termination occurs by virtue of a failure to provide payment when requested by Rogers for non-recurring charges that have accrued, by providing notice to the MVNO Customer with details regarding the services and charges in question, prior to the normal billing date.

10.6 Except with MVNO Customer's consent or in exceptional circumstances, suspension or termination may occur only on business days between 8 a.m. and 5 p.m., local time, unless the business day precedes a non-business day, in which case disconnection may not occur after 12 noon local time.

10.7 Suspension or termination does not affect MVNO Customer's obligation to pay any amount owed to Rogers.

10.8 In the case of services that have been suspended, Rogers must make a daily pro rata allowance based on the monthly charge for such services.

10.9 Rogers must restore service, without undue delay, where the grounds for suspension or termination no longer exist, or a payment or deferred payment agreement has been negotiated. Service charges may apply.

10.10 Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, Rogers must restore service the next day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

10.11 Rogers must follow an incremental approach to suspending and terminating the service provided to MVNO Customer, with reasonable advance notice.

Part I **Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access**
ITEM 902 **Terms and Conditions - continued**

Section 11 Force Majeure

11.1 Non-performance of Rogers' obligations pursuant to this Tariff or delay in performing the same shall not constitute a breach of this Tariff if, and for as long as, it is due to a force majeure event, including, but not being limited to, governmental action, or requirement of regulatory authority, lockouts, strikes, shortage of transportation, war, rebellion or other military action, fire, flood, natural catastrophes, pandemic or any other unforeseeable obstacles beyond Rogers' control, or non-performance of obligations by a sub-contractor of Rogers pursuant to any of the aforementioned reasons. Rogers shall, on becoming aware of such event, inform MVNO Customer in writing of such force majeure event as soon as possible.

Part I Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access
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Section 12 Miscellaneous

12.1 Trade Names and Trademarks.

a) MVNO Customer and MVNO resellers may make it known to their current and potential End-Users that Rogers is providing MVNO Access and where Rogers is providing MVNO access, hereunder by referencing "Rogers Communications" in its materials. In addition, MVNO Customer and MVNO resellers shall not market, advertise, promote or make any claim with respect to the performance or overall MVNO Access experience, while relying on the use of the Rogers' PMN pursuant to this Tariff.

Part I Tariff for Facilities-based Wholesale Mobile Virtual Network Operator Access
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Section 13 Rates

13.1 Rogers shall charge MVNO Customer the rates and other charges for MVNO Access according to commercially agreed upon terms as set out in an MVNO Arrangement between Rogers and MVNO Customer. If commercial negotiations fail, the rates shall be determined by final offer arbitration by the CRTC.

13.2 Rates are open to renegotiation at least every two years from the date they were last established, however, parties may agree to a different time frame if they so choose.