

ITEM 225 **Customer Specific Operator Services** N

ITEM 225.1 **Service Description**

This service provides for the use of the Company’s national operator services and includes:

1. Directory Assistance Service (DAS) which allows for the Customer's end-subscribers to:
  - a. Dial 1 + a North American Numbering Plan Area (NPA) 555-1212 and obtain Canadian or United States telephone listing information for the territory covered by the NPA; or
  - b. Dial 411 and obtain North American telephone listing information.
  
2. Optional Services and Other Charges:
  - a. Customized Call Completion Phrasing
  - b. Call Completion for DAS
  - c. Call Detail Record Files

**Definitions**

For the purposes of this Tariff item:

“*Call Completion for DAS*” means the service that returns the Customer’s end-subscriber DAS call to the Customer’s network for processing.

“*Call Detail Record Files*” or “*CDRFs*” means the Optional Service that provides the Customer with formatted details for each DAS call.

“*DAS*” means the directory assistance service that allows the Customer’s end-subscribers to obtain Canadian and United States listing information by dialing Canadian NPA 555-1212 or 411, US NPA 555-1212 or 411, respectively.

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**Conditions of Service**

1. Item 225 shall be provided in accordance with the terms and conditions in the Company's Tariffs, including the General Terms of Service (Tariff CRTC 21461, Items 101-124, as applicable), this tariff item and the Definitive Agreement for Operator Services ("the Agreement") associated with this service. In the event of any conflict or inconsistency between this tariff item and the provisions of the Agreement or any written or unwritten agreement or arrangement with the Customer relating to this service, the Company's Tariffs shall govern.
2. The Company's non-forborne or regulated services, and bundled services that include non-forborne or regulated services, are required to be provided, and shall only be provided, consistent with the Company's Tariffs as approved by the CRTC.
3. Service Term: The Initial Term of this service is from the Effective Date of this Tariff to January 15, 2009. The service term will automatically renew for successive periods of one year each, unless either the Customer or the Company, provides two (2) months written notice to the other party prior to the expiry of the Initial Term or any successive renewal term.
4. Either the Customer or the Company may terminate the service provided under this Tariff Item and the Agreement, by giving written notice to the other party if the other party is in material default of any provision of this Tariff Item or the Agreement, and does not remedy that default within thirty (30) calendar days after receiving written notice of the material default.
5. If the service provided under this Tariff Item is terminated prior to the end of the Initial Term, or any renewal term made subject to Item 225.2.3, by the Company due to any of the following:
  - the Customer is in material breach or non-performance of any provision of this Tariff Item or the Agreement, and does not remedy that breach or non-performance within thirty (30) calendar days after receiving written notice of the material breach or non-performance;
  - the Customer, in providing services to its end-subscribers, is in violation of applicable federal, provincial or local laws or regulations; or
  - the Customer, (a) becomes insolvent or bankrupt; (b) appoints, or has appointed for it, a receiver or trustee in bankruptcy; (c) makes an assignment or takes any other action for the benefit of its creditors; (d) has instituted against it any proceeding in bankruptcy, receivership or liquidation, and such proceedings continue for thirty (30) calendar days without being dismissed; or (e) is wound up or dissolved ;

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ITEM 225.2	<b>Conditions of Service- Continued</b>	
	<ul style="list-style-type: none"> <li>- the Customer shall pay the Company all charges for services provided through to the effective date of termination plus, as liquidation damages, a termination charge equal to fifty (50) percent of all monthly charges, that would have become due during the unexpired portion of the term of the Agreement, based on the average Billing Round volume of services provided during the six (6) month period immediately preceding termination.</li> </ul>	
	<ol style="list-style-type: none"> <li>6. The termination charge set forth in Item 225.2.5 above is currently superseded by the termination charge as outlined in the Company's Special Facilities Tariff (CRTC 21463), Item 217, Customer-Specific Minimum Revenue Commitment Arrangement (the "Item 217") for the period that the Item 217 Special Assembly Agreement dated June 10, 2003 (the "Item 217 Agreement") remains in effect, during which time the Item 225 revenue will form a part of the minimum revenue commitment contained in Item 217. Thereafter, Item 225.2.5 shall apply to the Customer. For reference, Item 217 contemplates that in the event of a termination of the Item 217 Agreement prior to the end of its term, the Customer shall pay the Company early termination charges pursuant to the Item 217 Agreement. Item 217 Agreement stipulates an amount equal to the aggregate of the Minimum Annual Revenue Commitments less the total charges received and paid for the Services during the term prior to the date of such termination (plus interest).</li> </ol>	C 
	<ol style="list-style-type: none"> <li>7. The Company shall provide DAS in both English and French pursuant to this Tariff.</li> </ol>	N 
	<ol style="list-style-type: none"> <li>8. The Customer shall translate local directory assistance calls (411) into home NPA – 555-1212 calls, where home NPA is the NPA of the originating call.</li> </ol>	

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**Rates**

The Customer shall pay to the Company the following rates and charges and is subject to all applicable terms and conditions of the Company's Tariffs: (All specified rates and charges do not include any applicable taxes, such as GST.)

1. Directory Assistance Service:

a. Canadian Directory Assistance Service (Canadian DAS) (Note 1)

i. Per Canadian DAS Call:

Monthly Call Volumes	Rate per Call (Note 2)
0 Plus	\$0.5300

b. United States Directory Assistance Service (US DAS)

i. Per US DAS Call:

Monthly Call Volumes	Rate per Call (Note 2)
0 Plus	\$0.5300

2. Optional Services and Other Charges:

a. The Company shall provide standard monthly service reports as described in the Agreement. If non-standardized, customized reports are required by the Customer, the Customer shall be responsible for all costs associated with generating these reports.

b. The Company and the Customer shall work together to arrange for a satisfactory electronic file transfer arrangement in order to acquire Call Detail Record Files (CDRFs). Additional charges may apply.

Service Item	Rate
Customized Call Completion Phrasing	\$20,000.00 one-time service charge for original message; or \$5,000.00 to change the message
Call Completion for DAS	\$0.075 per attempt
Call Detail Record Files (CDRFs)	\$1,720.00 one-time service charge; plus \$0.0068 per message (call detail record)

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225.3	<b>Rates - Continued</b>		
	<b>Note 1:</b> A DAS Transfer Charge of \$0.25 per Call is applicable. The DAS Transfer Charge shall only be applied on those Calls which exceed 1.5% of the total Canadian DAS calls for any given Billing Round.		
	<b>Note 2:</b> A "Call" shall be defined as any access by a Customer's end-subscriber that generates a Company Extended Bellcore AMA Format (EBAF) record. There may be multiple requests within each call, with each request generating a chargeable directory assistance Call.		