

ITEM 226	Customer Specific Operator Services	N
ITEM 226.1	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 access, based on Customer's trunk group designations (separate for service in English and French, or bilingual), the following DAS components:	
	a. Canadian DAS and U.S. DAS: Dial 1 + a North American Numbering Plan Area (NPA) 555-1212 and obtain Canadian or United States (U.S.) telephone listing information for the territory covered by the NPA.	
	b. Canadian DAS and U.S. DAS: Dial 411 and obtain North American telephone listing information.	
	c. Canadian Enhanced Directory Assistance (EDA) which is comprised of:	
	i. Business Category Search (BCS) Service: Search for Canadian business listing information by using category of business rather than business name.	
	ii. Information Services (IS) Service: Obtain additional Canadian information beyond name, address and phone number.	
	d. Short Message Directory Assistance Service (SMS-DAS): SMS-DAS provides the Customer's end-subscribers the capability to view a requested Canadian or U.S. (including Alaska and Hawaii) telephone number (name and, if available, address) on their digital wireless handsets, in addition to having the directory listing information provided to them by a Company Call Answer Agent (CAA) or by an automated voice equipment. (Note: SMS-DAS is only available to end-subscribers who are served by digital wireless technology.)	
	2. Operator Assistance Service (OAS) which is comprised of:	
	a. Automated Operator Assistance Service (0+, 01+). (AOAS)	
	b. Manual Operator Assistance Service (0, 00). (MOAS)	
	c. Overseas DAS (0, 00) which is provided either by:	
	i. The Company CAA searching for Overseas listing information by accessing an external third-party database comprised of Overseas listing information where such database or information is available; or	

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	<ul style="list-style-type: none">ii. The Company CAA interfacing with an overseas directory assistance operator or operator service provider to provide Overseas DAS where necessary.d. E911 Emergency Service: E911 Emergency Service directs a voice-over-Internet-protocol (VoIP) Emergency Call from a VoIP caller, by an applicable Company CAA and operator(s), to a particular Public Safety Answering Position (PSAP) depending on the 9-1-1 Serving Area from which the call originates. The Company only accepts VoIP Emergency Calls from VoIP callers where such calls have been properly routed by the Customer to the applicable Company point of presence (POP) in Calgary, Alberta, via a mutually-agreed designated trunk.e. 0- Emergency Service: 0- Emergency Service directs a 0- Emergency Call from a 0- caller, by an applicable Company CAA and operator, to a particular PSAP depending on the NPA of the originating number. The Company only accepts 0-Emergency Calls from 0- callers where such calls have been properly routed by the Customer to the applicable Company POP in Calgary, Alberta, via an appropriate Company Emergency Number and a mutually-agreed designated trunk. The 0-Emergency Service only applies to 0- Emergency Calls originated from a facilities-based fixed local telephone service.f. Message Relay Service (MRS): MRS provides MRS user with access to the complete suite of OAS, according to the designated language based on the trunk group designation provided by the Customer's routing. Upon confirmation from the Customer's end-subscriber, the Company completes a local, long distance, toll-free or overseas call to the desired phone number on the Customer's interexchange network.	

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ITEM 226.1 **Service Description - Continued**

- 3. Optional Services and Other Charges:
 - a. Call Branding: DAS and OAS are eligible for Call Branding based on trunk group. Each trunk group designated by the Customer shall be eligible for one (1) call brand.
 - b. Call Completion for DAS: Where requested in accordance with the terms and condition of the Item 226 Agreement, the Company provides all DAS callers with the ability to transport their DAS calls back to the Customer’s network in order to complete their DAS calls on the Customer’s network. The Company shall provide Call Completion for DAS based on trunk group.
 - c. Call Detail Records (CDRs): Where requested in accordance with the terms and condition of the Item 226 Agreement, the Company provides the Customer with standard Call Detail Records. Call Detail Records are available for each individual DAS and OAS service.
 - d. Customized Call Completion Phrasing.
- 4. Service Level Credits.
- 5. Transition Assistance subsequent to the termination or expiration of the Item 226 Agreement.

Definitions

For the purposes of this Tariff item:

“AOAS” means national automated operator assistance service (0+, 01+) and includes Collect calls, Bill to Third calls, Person to Person calls, Calling Card calls and Commercial Card calls.

“Bill to Third” means calls billed to a third party.

“Billing Round” means a calendar month, unless provided for otherwise in the Item 226 Agreement.

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Customer Specific Operator Services - Continued

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Definitions - Continued

For the purposes of this Tariff item:

“*Call Branding*” means the mechanized branding treatment applied to each DAS and OAS call.

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

“*Call Detail Records*” or “*CDRs*” means the Optional Service that provides the Customer with formatted details for each DAS and OAS call.

“*Message Relay Service*” or “*MRS*” means an operator service which enables persons who use a keyboard device (i.e., TTY) to communicate with a hearing person anywhere in the world by calling 7-1-1 or a designated 800 number. A specially trained Company CAA will contact the hearing person for whom the call is intended and relay the conversation by voice. The MRS CAA will alternate between the TTY user and the hearing person as required until the call is completed. Similarly, a hearing person may call the MRS 800 number and the MRS CAA will attempt to contact a TTY user anywhere in the world; provided, however, that due to differences in technology, it is not always possible to connect to TTY users outside of North America.

“*MOAS*” means national manual operator assistance service (0, 00).

“*OAS*” means operator assistance service, comprised of AOAS, E911 Emergency Services, 0- Emergency Services, MOAS, MRS and Overseas DAS.

“*Overseas*” means the world excluding North America.

“*Service Acceptance Date*” or “*SAD*” means the earlier of a date mutually agreeable between the Customer and the Company, or one hundred eighty (180) days following the later of the DAS Service Commencement Date (SCD) or the OAS SCD.

“*Validation*” means the process required to authorize billing to a Calling Card or Commercial Card Call.

“*Verification*” means the Company accessing the Billed Number Screening (BNS) database.

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226.2**Conditions of Service**

1. Item 226 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 associated with this service (originally approved in Telecom Order CRTC 2007-8, and as amended thereafter) ("the Item 226 Agreement"). In the event of any conflict or inconsistency between this tariff item and the provisions of the Item 226 Agreement, the Company's Tariffs shall prevail.

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: Initial Term ending December 31, 2010. The service term will automatically renew for successive periods of one (1) month, unless either the Customer or the Company, provides four (4) months written notice to the other party prior to the expiry of the Initial Term or any successive renewal term.

(Transition Assistance: The Company will continue to provide the Item 226 services to the Customer subsequent to the termination or expiration of the Item 226 Agreement, subject to the Customer's obligation to pay all charges and fees associated with such services and all other terms and conditions of the Item 226 Agreement, for a maximum period of three (3) months subsequent to the expiration or termination of the Item 226 Agreement. The Company shall perform all Transition Assistance on a time-and-materials basis. The Customer will reimburse the Company for pre-approved (in writing) reasonable out-of-pocket expenses incurred by the Company in performing the Transition Assistance and technical assistance (including, without limitation, all reasonable travel, meal, lodging and mileage expenses).

4. Either the Customer or the Company may terminate the service provided under this Tariff Item and the Item 226 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 Item 226 Agreement, and does not remedy that default within thirty (30) calendar days after receiving written notice of the material default.

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226.2	Conditions of Service- Continued		
	5. If the Item 226 service is terminated prior to the end of the Initial Term, or any renewal term made subject to Item 226.2.3, by either the Customer or the Company, the Customer shall pay the Company all unpaid charges and, except for termination by the Company exercising its rights under the Item 226 Agreement (regarding Termination and Suspension Rights; and Termination due to Insolvency). The Customer shall also pay, as liquidated damages, a termination charge equal to fifty (50%) of all monthly charges that would have become due during the unexpired portion of the term of the Item 226 Agreement, based on the average billing round volume of services provided during the six (6) month period immediately preceding termination (or such lesser period, as the case may be, in the event that termination occurs after less than six (6) months have expired in the term of the Item 226 Agreement). Such termination charge shall not exceed two (2) months' billings.		
	6. Customer shall translate local directory assistance calls (411) into home NPA-555-1212 calls, where home NPA is the NPA of the originating call.		

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Customer Specific Operator Services - Continued

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Rates

The Customer shall pay to the Company the following rates and charges based on a contract term (as specified in Item 226.2.3) 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)

Billing Round Call Volume Ranges	Rate per Call (Note 2)
Canadian DAS Call	\$0.315

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b. United States Directory Assistance Service (US DAS): (Note 1)

Monthly Call Volumes	Rate per Call (Note 2)
US DAS Call	\$0.375

c. Canadian Enhanced Directory Assistance (EDA): (Note 1)

Monthly Call Volumes	Rate per Call (Note 2)
Canadian EDA Call	\$0.375 (Note 3)

2. Operator Assistance Service:

a. OAS Calls:

i. Per OAS Second:

Billing Round Volume ranges	Rate per Second (Note 4)
OAS Second	\$0.017

ii. Verification Charge: \$0.084 per Verification.

The Customer and the Company acknowledge that there will be situations during a OAS call where the Customer's end-subscriber will request a call to be completed which requires Verification before such completion can occur. MOAS calls requiring Verification shall include Collect and Bill to Third. Verification is required on every Collect and Bill to Third call.

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Rates - Continued

2. Operator Assistance Service: - Continued

b. AOAS Calls:

- i. In situations where the Customer has an agreement with an overseas carrier which requires a Company CAA to provide assistance on AOAS calls, or if the Customer's end-subscriber who is accessing AOAS defaults to a Company CAA (or deliberately exits from the Company's Automatic Alternate Billing System to access a Company CAA), both the AOAS and OAS charges apply.
- ii. The Company shall perform Verification on all AOAS calls that are Collect and Bill to Third calls.
- iii. In situations where the Customer's end-subscriber accessing AOAS for the purpose of billing to a Commercial Card default to a Company CAA or deliberately exits from the AABS to access a Company CAA, or place a MOAS Commercial Card call, both the AOAS Charges and the OAS pricing schedule Charges apply.

Service Item	Rate
AOAS Access to the Company's Automated Alternate Billing System (AABS) for AOAS Collect and Bill to Third calls	\$0.116 per Access
AOAS Verification Charge for AOAS Collect and Bill to Third calls	\$0.084 per Verification (per Item 226.3.2.a.ii)
AOAS Calling Card calls processed as Bill to Third: - Calling Card Validation (including Verification) - Third Number Validation (including Verification)	\$0.20 per Access \$0.20 per Access
AOAS Calling Card calls processed as Collect (when the line-based Calling Card number is the same as the terminating number): - Calling Card Validation (including Verification) - Terminating Number Validation (including Verification)	\$0.20 per Access \$0.20 per Access
AOAS Commercial Card Validation (including Verification)	\$0.20 per Access

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Customer Specific Operator Services - Continued

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Rates - Continued

2. Operator Assistance Service: - Continued

c. Overseas Directory Assistance Services (Overseas DAS):

- i. An Overseas DAS Call will be billed upon request from a Customer's end-subscriber. Two (2) requests per Overseas DAS Call are permitted in the same overseas country for the individual rate per call charge specified below. If the second request is for a different overseas country, a second individual charge will be applied.
- ii. Charges for Overseas DAS will be billed regardless of the method in which Overseas DAS is accessed (i.e., either: (i) by accessing an external third-party database; or (ii) by interfacing with an overseas directory assistance operator or operator service provider, per Item 226.1.2.c above.)

Monthly Call Volumes	Rate
Prior to March 31, 2007 (or such earlier date as the Customer and the Company may agree to)	\$0.017 per Second (Note 4) (per Item 226.3.2.a.i)
Thereafter, using Customer's toll network	\$3.75 per Call (Note 2)
Thereafter, using Company's toll network	\$4.75 per Call (Note 2)

3. E911 Emergency Service:

a. For the purpose of the following E911 Emergency Service rates and charges:

- i. A "Subscriber" means any retail customer of the Customer that uses, subscribes to or purchases VoIP services from the Customer (and has associated access to the E911 Service).
- ii. In the event that an audit discloses an underpayment by the Customer of the charges for the E911 Emergency Service, the Customer shall promptly pay to the Company an amount equal to any discrepancy. The Company shall bear the cost of such audit, unless a two (2%) percent or greater discrepancy is disclosed. If a two (2%) or greater discrepancy is disclosed, the Customer agrees to promptly pay the Company for the reasonable costs associated with the audit, together with the amounts due to remedy such discrepancy.

Service Item	Rate
Non-recurring Service Charge, per E911 Emergency Service offering	\$7,500.00
Monthly Charge (based on Customer's Subscriber count)	\$0.20 per Subscriber
Charge per second per VoIP call, per Customer branded E911 Emergency Service offering	\$0.021 per second

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Rates - Continued

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4. Message Relay Service (MRS):

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Monthly Volumes (Seconds)	Rate per Second (Note 4)
MRS 0 Plus	\$0.021

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5. Optional Services and Other Charges:

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- a. The Company shall provide standard monthly service reports as described in the Item 226 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 Records (CDRs). Additional charges may apply.

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Service Item	Rate
Call Branding	\$2,750.00 for the original message or to change the message
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	Included in the per call rate
SMS-DAS or SMS-DAS with Call Completion for DAS	Included in the per call rate
Call Detail Records (CDRs) Files	\$1,720.00 one-time service charge; plus \$0.0068 per message (call detail record)

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6. Service Level Credits:

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- a. Calls qualifying for a daily and monthly Service Level Credit shall only receive the monthly Service Level Credit.
- b. Service Level Commitments for the purpose of Service Level Credits shall not apply until Service Acceptance Date (SAD) One for DAS and SAD One for OAS/MRS, during a catastrophic event, and as the result of a substantial increase in calls caused by an event in the Customer's direct control that was not reported in advance by the Customer.

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Service Item	Rate
DAS Service Level Credit, per DAS Non-Performance Call	\$0.05
OAS Service Level Credit, per OAS Non-Performance Call	\$0.07
MRS Service Level Credit, per MRS Non-Performance Call	\$0.45

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226.3	Rates - Continued		
	Note 1: 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 DAS calls for any given Billing Round.		
	Note 2: A “Call” shall be defined as any access by a Customer’s end-subscriber that generates a Company billing record. (Note: There may be multiple requests within each call, with each request generating chargeable directory assistance Call.)		
	Note 3: Subject to the Item 226 Agreement, Customer may provide the Company with written notification to cease providing Canadian DAS and US DAS from the Company Off Shore Site; thereafter, if EDA calls in any given month exceed 3% of the total volume of DAS calls for such month, the Company shall charge the Customer \$0.55 per call for all EDA calls in excess of the 3% threshold.		
	Note 4: A “Second” shall be defined as any access by the Customer’s end-subscriber that generates a Company billing record with Company CAA work time greater than zero (0) seconds.		