

ITEM
210 **IP-Evolution Service**

ITEM
210.1 **Service Description**

IP-Evolution Service provides for voice communication between a station on the Customer's Local Area Network ("LAN") and a station on the Public Switched Telephone Network ("PSTN") using Internet Protocol ("IP") technology and Centrex Service functionality. It also provides for intra-company voice communication between the IP users on the Customer's LAN and the Customer's Centrex Service users.

IP Evolution Service consists of the following features:

- IP-Evolution Access Ports;
- Access to the PSTN;
- Toll free calling for calls placed to the PSTN within the Extended Area Service boundaries of the Exchange Area in which the Customer end user is normally located;
- Directory listings as provided for under former TCI General Tariff (CRTC 18001) Item 200, Directory Primary Listings and TCBC General Tariff (CRTC 1005) Item 145, Directory Listings;
- Access to 9-1-1;
- Access to Message Relay Service; and,

- On an optional basis, all other Centrex features and services listed in former TCI General Tariff (CRTC 18001) Item 585, Centrex Service, and Item 530, Electronic Transfer Capability for Centrex Service, and TCBC General Tariff (CRTC 1005) Item 43, Centrex Service, and Item 43-B, Electronic Transfer Capability for Centrex Service, except for Centrex MESSAGEMANAGER Service, Centrex National MESSAGEMANAGER Service, Centrex Call Processing Service, and those options explicitly noted in this tariff as included in the IP-Evolution Standard Features Bundle.

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ITEM 210.1 **Service Description – Continued**

Definitions

For the purposes of this Tariff item:

“*Aggregated Count*” is defined as one of the following:

- The total count of IP-Evolution Access Ports contracted in a single IP-Evolution Service Agreement belonging to the Customer; or
- The combined count of IP-Evolution Access Ports contracted in a single IP-Evolution Service Agreement, Centrex lines contracted in a single Provincial Centrex Service Agreement in Alberta belonging to the Customer, and Centrex lines contracted in a single Regional Centrex Service Agreement in British Columbia belonging to the Customer;
- The count of IP-Evolution Access Ports contracted in a single IP-Evolution Service Agreement and the total count of Centrex lines in Alberta and British Columbia that are provided under a single National Centrex Service Agreement belonging to the Customer; or
- The total count of IP-Evolution Access Ports contracted in a single IP-Evolution Service Agreement for Alberta and British Columbia, and/or the same customer, the IP-Evolution Access Ports contracted in a single IP-Evolution Service Agreement covering the rest of Canada.

“*Customer*” is as defined by Telecom Decision CRTC 97-4 (February 26, 1997), and amended by Telecom Order CRTC 97-1176 (August 27, 1997).

“*Demarcation Point*” for IP-Evolution Service is the interface at the Company Central Office between the Customer’s Wide Area Network (“WAN”) and the Company’s IP-Evolution Service network. C N

“*Early Termination Charge*” is defined as the charge that is applicable if the Aggregated Count drops below the Minimum Agreement Commitment Level during the contract term, and the Customer has chosen not to pay for non-working IP-Evolution Access Ports in order to maintain the Minimum Agreement Commitment Level.

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IP-Evolution Service – Continued

Definitions - Continued

“*IP-Evolution Access Port*” is either a Basic IP-Evolution Access Port or an Enhanced IP-Evolution Access Port, as specified below:

- “*Basic IP-Evolution Access Port*” includes the following:
 - bi-directional PSTN access for each IP-Evolution Access Port subscription;
 - an IP-Evolution Standard Features Bundle; and
 - one PSTN-accessible telephone number from the Customer’s home exchange area switch for each IP-Evolution Access Port subscription.
- “*Enhanced IP-Evolution Access Port*” includes all the functionality contained in a Basic IP-Evolution Access Port

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“*IP-Evolution Standard Features Bundle*” includes the following features:

- *Abbreviated Dialing Intra-Customer Group* – allows a station to place intra-Customer Group calls by dialing 2 to 7 digits.
- *Access to Code Calling Equipment* – allows an IP station to access Customer-provided code-calling equipment by dialing an access code and a called party code. Facilities required to connect the code calling-recording equipment to the Customer Group shall be separately chargeable.
- *Access to Dictation Equipment (DTMF Only)* – provides for IP station access to Customer-provided dictation-recording equipment by dialing an access code. Facilities required to connect the dictation-recording equipment to the Customer Group shall be separately chargeable.
- *Access to Loudspeaker and Paging Equipment* – allows for IP station access to Customer-provided-loudspeaker paging equipment in order to summon a party over speakers located on the Customer’s premises. Facilities required to connect the loudspeaker paging equipment to the Customer Group shall be separately chargeable.

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	<u>Definitions – Continued</u>	
	<ul style="list-style-type: none">• <i>Attendant to Uniform Call Distribution (UCD)</i> – enables an attendant to originate or extend calls to UCD numbers.• <i>Auto Answer Back</i> – allows an IP station to answer an incoming call to the Primary Directory Number of the IP station after 4 seconds without lifting the handset; conversation takes place through set’s speakerphone and microphone.• <i>Automatic Dial/Autodial</i> – allows an IP station to place a call to a frequently dialed number by pressing an assigned feature key that has been programmed with that particular number.• <i>Automatic Line</i> – provides for an automatic connection between an IP station that goes off-hook (without dialing) and a predetermined location.• <i>Busy Override</i> – allows an IP station to gain access to a busy station by pressing the Busy Override key.• <i>Busy Verification of Stations and Lines</i> – allows the IP station console attendant to determine whether stations and Centrex lines are busy or idle.• <i>Call-Back Queuing</i> – enables an IP station encountering an “all-trunks-busy” condition to be notified when a “trunk” becomes idle, and to be automatically connected to the called number.• <i>Call Display</i> – permits a station with a display-capable terminal to view the telephone number and name (where available) of the calling party.• <i>Call Forward/Automatic Dial Display</i> – provides an IP station with a display of the number currently programmed for the Call Forward or Automatic Dial features.• <i>Call Forward, Station Activated</i> – allows for an incoming call to an IP station to be automatically forwarded to a user-predetermined telephone number inside or outside the Customer Group.• <i>Call Forward Don’t Answer for DNH Hunt Groups</i> – allows an IP-Evolution station to have a call redirected to a different destination if the call is not answered within a predetermined amount of time.	

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IP-Evolution Service – Continued

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Definitions – Continued

- *Call Forwarding – Remote Activation* – permits Call Forward, Universal subscribers who are traveling to activate, change, or deactivate their Call Forward service from anywhere in the city, province, or country. |
- *Call Hold* – allows an IP station to place an incoming call on hold. |
- *Call Park* – enables an IP station to park a call against their telephone number, and for any station in the Customer Group to retrieve the call. |
- *Call Pickup* – allows an IP station to answer an incoming call to another station within a defined call pickup group. |
- *Call Selection* – allows an IP station console attendant to answer incoming calls based on call type. |
- *Call Transfer* – allows an IP Station to transfer a call within the Customer Group. |
- *Call Waiting* – provides an audible indication to a busy IP station of a second call coming in. |
- *Camp-On* – allows an IP station or IP station console attendant to place a call on hold against a busy station. Once the busy station becomes free, the call is directed to that station. |
- *Class of Service Restrictions* – each IP-Evolution Access Port can be assigned a Class of Service allowing control of the types of calls that can be initiated or received on that Access Port (e.g. no restriction, restricted from calling stations on the PSTN, outbound toll call restriction, etc.). |
- *Conference 6 (Maximum of 6 Conferees)* – enables an IP station console attendant to establish a maximum six port conference call (not including the attendant). |
- *Customer Group Transparency* – for selected features, allows transparency of feature operation across several Customer Group boundaries for Customer Groups in the same switch. |
- *Delayed Operation* – allows an IP station console attendant to place a call for a station, and to then connect the station and the called party once the called party answers. |

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IP-Evolution Service – Continued

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Definitions – Continued

- *Direct Inward Dialing (DID)* – allows calls from the PSTN to an IP-Evolution station to ring at the station without console attendant assistance in routing the call.
- *Direct Outward Dialing (DOD)* – allows an IP-Evolution station to place a call to a station on the PSTN without console attendant assistance. Except for Abbreviated Dialing Inter-Customer Group calls, all calls to PSTN stations require a PSTN access code to be dialed.
- *Display of Queued Calls by Incoming Call Identification (ICI) Key* – provides an IP station attendant console operator operating as an ACD agent, with a visual indication of the number of calls queued to be answered.
- *Distinctive Ringing*– allows for distinguishing of incoming calls by applying different ringing cadences to each call type. Types to which distinctive ringing can be applied are intra-Customer Group calls, inter-Customer Group calls, DID calls, recall calls, UCD calls, ACD calls, and Group Intercom calls.
- *Do Not Disturb* – allows an IP station console attendant to exclude one or more stations from receiving DID and intra-Customer Group calls.
- *End to End Signalling* – enables an IP station, while in talk mode, to send DTMF digits by using the dial pad of the telephone set or the personal computer.
- *Feature Code Access* – allows for the use of feature activation codes or telephone set feature keys to access Centrex features.
- *Flexible Call Intercept* – allows for the automatic rerouting of calls that cannot be completed because of imposed restrictions, equipment, or dialing irregularities. Calls are routed to the attendant, tone, or announcement.
- *Flexible Console Alerting* – allows for an IP station console attendant to be alerted to a call requiring attention by an alert tone sent through the headset, rather than the console speaker.
- *Hunting* – allows for incoming calls to a busy IP station to be routed to another non-busy IP station using one of five types of hunting: Circular Hunting, Directory Number Hunting, Multiline Hunting, Distributed Line Hunting, or Preferential Hunting.

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IP-Evolution Service – Continued

Definitions – Continued

- *Key Short Hunt* – permits incoming calls to hunt over a group of IP station directory number appearances in search of an idle directory number to terminate on.
- *Last Number Redial* – enables an IP station to redial the last number called by pressing a single key.
- *Make Set Busy* – allows an IP station the option of making the line busy or available to incoming calls.
- *Music On Hold* – enables Company provided background music to be played for callers on hold or in a queue.
- *Night Service* – provides for the handling of calls when the IP station console attendant is absent.
- *On Hook Dialing* – permits the user to originate calls without lifting the handset.
- *Originating/Terminating Line Select* – provides a Business set user with call originating and call terminating line options.
- *Position Busy* – allows an IP station console attendant to make the station unavailable to additional queued calls.
- *Query Busy Station* – enables groups of up to 128 IP stations to query the busy/idle status of one designated station within the group.
- *Query Time Key* – enables the current time and date to be displayed on an IP station.
- *Release upon Completion of Dialing* – allows an IP station console attendant to extend a call to a POTS line, a Centrex line, or an IP-Evolution Access Port, and to disconnect without waiting for the call to be connected.

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IP-Evolution Service – Continued

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- *Remote Feature Access Port* – switch port access for changing options on the Simultaneous Ring or Call Forwarding – Remote Activation features.
- *Repeated Alert for IP Stations* – generates a series of up to 7 warning tones on an active IP station to alert the user of an incoming call.
- *Ring Again, and Ring Again on Hunt Groups* – allows an IP station to monitor the status of a busy called number in the Customer Group and to alert the IP station when the called station becomes free.
- *Secrecy* – allows an IP station console attendant to talk to a called party without the calling party hearing the conversation.
- *Simultaneous Ring* – enables up to five directory numbers (DNs) to ring simultaneously whenever there is a call to a Pilot DN (PDN).
- *Speed Call 10* – provides for individual IP station speed call lists with a maximum of 10 numbers in the list.
- *Straightforward Outward Completion* – allows an IP station console attendant to extend a call outside the Customer Group while the call originator remains off hook.
- *Supervisory Console* – allows an IP station console attendant to call a supervisor for assistance, and to extend the call to the supervisor if necessary.
- *Three Way Calling/Conference/Transfer* – allows an IP station to add a third member to a call in progress, or to transfer the call to a third member. The third member may be inside or outside of the Centrex Customer Group.
- *Time of Day Routing* – allows or disallows route choices based on the time of the day.

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Definitions – Continued

“*Station*” – as used by itself within this tariff is intended to mean either the equipment used by an IP-Evolution Service user or the equipment used by a Centrex Service user.

“*Volume Range*” – is the range designation to which the Aggregated Count applies. Nineteen such ranges exist, as described below:

Volume Range	Volume Range
1 to 25	3,001 to 4,000
26 to 50	4,001 to 5,000
51 to 100	5,001 to 7,500
101 to 200	7,501 to 10,000
201 to 500	10,001 to 12,500
501 to 1,000	12,501 to 15,000
1,001 to 1,500	15,001 to 17,500
1,501 to 2,000	17,501 to 20,000
2,001 to 3,000	20,001 to 25,000
	25,001 +

ITEM 210.2 **Conditions of Service** N

1. All conditions of service, rates and charges, including contracted IP-Evolution Service rates contained in this tariff, are subject to change with prior CRTC approvals. N
2. IP-Evolution Service and IP-Evolution Optional Features are only available in Company exchanges in Alberta and British Columbia where the necessary Central Office equipment and network facilities are available. N
3. IP-Evolution Service shall only be provided upon certification by the Company of the existence of a Managed Quality of Service (“QoS”) enabled LAN and WAN with sufficient capability, capacity, reliability and security to carry IP-Evolution voice traffic. N
4. The Customer is responsible for ensuring that the IP-Evolution Station equipment is appropriately equipped and configured for IP-Evolution Service. N

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Conditions of Service – Continued

5. Voice quality is not guaranteed for end users who choose to use IP-Evolution Service outside of their Company-certified LAN QoS environment.
6. In addition to the liability exclusions of the Company as described in the General Terms of Service, the Company shall not be held liable in the event that modifications made by the Customer to their LAN or WAN results in operational problems with, or the failure of, IP-Evolution Service. The Customer shall be responsible for making any changes to their LAN or WAN necessary to re-establish a Company-certified Managed QoS network.
7. The operation of some of the features offered as part of the IP-Evolution Standard Features Bundle may require additional equipment or options that are separately chargeable. Some features offered as part of the IP-Evolution Standard Features Bundle may not be available on some types of IP stations.
8. When it is necessary to install special equipment or to incur any unusual expense to meet specific Customer requirements, the Customer shall pay an additional charge based on the equipment installed or the unusual expense incurred.
9. To qualify for IP-Evolution Service and for IP-Evolution Optional Features, the Customer must subscribe to a minimum of one IP-Evolution Access Port located in the same Company central office from which IP-Evolution Service and IP-Evolution Optional Features are provisioned.
10. IP-Evolution Service is available on a non-contracted basis, or on a 1, 3, or 5 year contracted basis. An IP-Evolution Service Agreement may include IP-Evolution Access Ports for locations in both Alberta and British Columbia, or locations in either Alberta or British Columbia.
11. The Aggregated Count shall be used to determine the Volume Range for the IP-Evolution Service Agreement. Contracted IP-Evolution Access Port pricing shall be determined by the Volume Range committed to in the IP Evolution Service Agreement, and by the term of the IP-Evolution Service Agreement.

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Conditions of Service – Continued

18. A Customer may obtain additional contracted IP-Evolution Access Ports at any time during the IP-Evolution Service Agreement service period. The term for these additional IP-Evolution Access Ports shall be of such duration as required to terminate on the same date as the Agreement service period and shall be provided at the rates currently applicable in the Agreement service period. C |
19. An IP-Evolution Service Customer may increase their subscription of IP-Evolution Service Access Ports in one of the following two ways: |
- a. If a Customer is already subscribing to IP-Evolution Service on a contracted basis, a Customer may request that additional IP-Evolution Service Access Ports be provisioned under the current contracted element rates. C
 - b. A Customer may request that additional IP-Evolution Access Ports be provisioned under a non-contracted rate. Any number of such IP-Evolution service elements may be added at any time, subject to availability.
20. If the Aggregated Count exceeds the Maximum Agreement Commitment Level, the Customer must either:
- a. sign an amendment to their IP-Evolution Service Agreement for the applicable higher Volume Range to receive the rates associated with this higher Volume Range; or
 - b. continue to pay the IP-Evolution Access Port rates applicable for the Volume Range committed to in the IP-Evolution Agreement for all IP-Evolution Access Ports in excess of the Volume Range Maximum Agreement Commitment Level.
21. If the Aggregated Count exceeds the Maximum Agreement Commitment Level associated with the Volume Range immediately above the Volume Range committed to on the IP-Evolution Service Agreement, the Customer shall be charged non-contract rates for all IP-Evolution Ports in excess of the Maximum Agreement Commitment Level associated with the Volume Range immediately above.

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210.2 **Conditions of Service – Continued**

27. Upon expiration of the IP-Evolution Service Agreement period and subject to the following condition, the Customer will be deemed to have agreed to commit to another immediately succeeding Agreement period of equal duration, and for an equal Volume Range commitment level unless the Customer has agreed to an Agreement period of a different duration and/or commitment level, or the service subscription has been terminated.
- a. All IP-Evolution Service Customers will be notified by the Company, either on their monthly bill or by letter, at least sixty (60) days before the end of the current IP-Evolution Service Agreement, as to when automatic renewal will take place, absent any indication by the Customer to the contrary;
28. Upon expiration of an IP-Evolution Service Agreement, if the Customer has chosen not to enter into a new IP-Evolution Service Agreement, or has not agreed to the auto-renewal of their current Agreement, all contracted IP-Evolution Service elements will revert to non-contracted rates, effective on the date of expiration.
29. If a Customer is in default of their IP-Evolution Service Agreement, may, at its option, terminate the Customer's IP-Evolution Service after providing thirty (30) days prior notice, in writing, to the Customer. The Customer shall pay to the Company all outstanding charges up to the date of termination plus the Early Termination Charge.

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210.2 **Conditions of Service – Continued**

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30. All IP-Evolution Optional Features shall be available at rates and charges as specified in the Centrex Service tariffs in the applicable territory for which the tariff applies, with the exception of features that are included in the IP-Evolution Standard Features Bundle.

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31. The Customer shall notify the Company, prior to, or immediately upon, any Customer-initiated changes that affect the current relationship between the telephone number provided to the customer as part of its IP-Evolution Service, and physical location of any IP-Evolution stations. The Company will not be liable for damages arising from the Customer's failure to fulfill its obligations under this tariff item, including damages arising directly or indirectly from claims relating to the provision of General Tariff Item 203, Provincial 9-1-1 Service, and similar services or any similar service provided by the Company. The Customer shall defend and indemnify the Company from all damages, losses and expenses, and from any and all claims, law suits or actions brought by any person arising from the Customer's failure to fulfill its obligations under this tariff item.

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ITEM
210.3 **Rates**

The Customer shall pay to the Company the following rates and charges for IP-Evolution Service. Such rates and charges are in addition to any other rates and charges that may be applicable.

1. For each IP-Evolution Access Port, the Customer shall pay to the Company the rates and charges shown in the following tables. Such rates and charges are in addition to any other rates and charges that may be applicable, including but not limited to optional feature charges and service charges as described in this tariff and in the former TCI General Tariff (CRTC 18001) Item 585, Centrex Service and TCBC General Tariff (CRTC 1005) Item 43, Centrex Service, former TCI General Tariff (CRTC 18001) Item 455, Message Relay Service, TCBC General Tariff (CRTC 1005) Item 32, Message Relay Service, General Tariff Item 203, Provincial 9-1-1 Service. Long Distance Service charges may also apply.

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210.3 **Rates – Continued**

Note 2: Does not include charges for Message Relay Service, which are applied on a per IP-Evolution Access Port Basis as per former TCI General Tariff (CRTC 18001) Item 455, Message Relay Service, TCBC General Tariff (CRTC 1005) Item 32, Message Relay Service.

Note 3: Does not include charges for Provincial 9-1-1 Service, which are applied on a per IP-Evolution Access Port Basis as per General Tariff Item 203, Provincial 9-1-1 Service.

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