

ITEM 229 CLEC Access to Operational Support Systems (OSS) Service N

ITEM 229.1 Service Description

CLEC Access to OSS Service provides competitive local exchange carriers (CLECs) registered with the CRTC as CLECs with real-time electronic access via an XML-based online interface to the Company's OSS using telephone number queries in accordance with the CRTC's determinations in Telecom Decision CRTC 2005-14.

CLEC Access to OSS Service is accessed through a secure https internet connection (not part of the Item 229 service). The CLEC (i.e., the Customer of the Item 229 service), its agents or resellers, does not have the ability to make additions, deletions, modifications, or enhancements to the Company's OSS. The CLEC is responsible for:

- providing and maintaining a functional software interface program and related hardware to obtain the information received from the output of the CLEC Access to OSS Service.
- providing the Company with electronic certificates and WSDL files which are used to authenticate the CLEC's access to the service and prevent non-secure interception of queries and responses between the CLEC and the Company.

Definitions

For the purposes of this Tariff item:

"BTN" means Billed Telephone Number.

"https" means Hypertext Transport Protocol over Secure Socket Layer (SSL).

"CISC OSWG" means CRTC Interconnection Steering Committee Operational Support Systems Working Group. (Note: CISC OSWG" has been disbanded and its work is now assumed by CISC Business Process Working Group (BPWG).)

"WSDL" means Web Services Description Language.

"WTN" means Working Telephone Number.

"XML" means Extensible Markup Language.

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ITEM 229.2	Conditions of Service	
	1. The service is offered on an initial contract period of five (5) years.	
	2. All CLECs will be notified, either on their monthly bill or by letter, at least sixty (60) days before the expiry of the current contract period, as to when automatic renewal of the service on a yearly basis will take place, absent any indication by the CLEC to the contrary. CLECs will be informed, either on their monthly bill or by letter within thirty-five (35) days following renewal, that automatic renewal has occurred; and that they may cancel the automatically renewed contract within thirty (30) days of the date of the notice of automatic renewal without incurring the early termination charge specified in Item 229.2.3.	
	3. In the event that the CLEC terminates the service prior to the expiry of either the original initial contract period or a renewal contract term (except as provided for in Item 229.2.2 above), the CLEC shall pay to the Company in a single payment, at the time of termination, an early termination charge equal to the total monthly charges of the unexpired portion of the contract period, plus any outstanding one-time service charges if applicable.	
	4. CLECs that have access to the Company's OSS prior to the introduction of the Item 229 tariff will be subject to the rates, terms and conditions of this Item 229 tariff effective 2008 07 01 (i.e., the approved effective date for the introduction of this Item 229 tariff).	
	5. The CLEC, its agents or resellers, must obtain express consent from the Company's customers whose information is available via the Company's CLEC Access to OSS Service prior to initiating a query using the service. Express consent must be obtained in accordance with the acceptable consent list specified in the Company's General Tariff CRTC 21461, Item 119.5; and must be retained for a period of one (1) year from the date such consent is obtained.	
	6. The Company will provide information on each queried customer's BTN and WTN via the CLEC Access to OSS Service in accordance with the technical specifications specified in the CISC OSWG's Protocol & Service Definition & XML Encoding Definition document.	

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229.2	Conditions of Service - Continued	
	7. All information obtained using the CLEC Access to OSS Service shall remain the property of the Company. The CLEC, its agents or resellers, must protect all information obtained using the service, including but not limited to copyright of listing information; and may not use such information for any purpose other than unbundled loop service provisioning and qualification.	
	8. The information obtained using the CLEC Access to OSS Service may not be shared, resold, replicated or otherwise disposed of to any person.	
	9. The CLEC, its agents or resellers, shall comply with all other existing and future CRTC requirements designed to protect customer privacy.	
	10. When a CLEC, its agents or resellers, fails to comply with the above restrictions, the service may be suspended or terminated two (2) business days after notice from the Company to the CLEC Customer. If the Company terminates the service as a result of a breach of any provision of this tariff, a charge amounting to the balance of the monthly charges for the remaining months of the contract period shall become due immediately, plus any outstanding one-time service charges if applicable.	
	11. Where there is a failure in the CLEC Access to OSS Service that extends beyond a period of forty-eight (48) consecutive hours from the time the Company is advised of the failure, CLECs may request manual equipment records from the Company per Item 230 – CLEC Manual Equipment Record Service, in which case the Item 230 Service Charges shall apply.	

Carrier Access Services

Section II

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ITEM 229.3 **Rates**

The Customer shall pay to the Company the following rates and charges for CLEC Access to OSS Service and is subject to all applicable terms and conditions of the Company's Tariffs. Such rates and charges are in addition to any other rates and charges that may be applicable.

Service Item	Monthly Rate	Service Charge
Service Establishment Charge	---	(Note 1)
Access Charge, per CLEC (Note 2)	\$120.00	---
Usage, per query (BTN or WTN) (Note 3)	---	\$0.02

Note 1: The Service Establishment Charge is applicable for each CLEC based on a composite labour rate of \$91.90 per hour (in 15-minute increments, or part thereof, after the initial first hour) and other material or expenses incurred by the Company to test the CLEC's access to the Company's CLEC Access to OSS Service.

Note 2: A Customer with multiple service provider identification numbers will pay one monthly Access Charge as long as it has only one (1) URL per destination point.

Note 3: The per query charge is applicable for each query, without exception.