

ITEM

233 **GSM-based Roaming Service - Continued**

ITEM

233.2 **Definitions**

For the purposes of this Tariff Item:

“*AA.14*” shall mean Agreement Annex 14 as defined by the GSM Association and may be updated from time to time.

“*Available Footprint*” shall mean at any particular time, the geographic areas being covered by the VPMN in Canada. The Available Footprint shall be limited to geographic areas where the VPMN, or an Affiliate of the VPMN, owns and operates the UTRAN (Universal Terrestrial Radio Access Network) or EUTRAN (Evolved Universal Terrestrial Radio Access Network) but shall exclude any areas where the VPMN (as defined below) has exclusively deployed a Private Network. For the purpose of this definition, a “private network” means a network deployed by the VPMN for a specific customer or groups of customers, on which the party’s broader customer base does not have access to such network deployment.

“*GSM*” Global System for Mobile (GSM) is a technology based protocol used for wireless networks.

“*GSM-based Roaming Service*” enables the retail customers of a wireless carrier (the home network carrier) to automatically access voice, text, and data services by using a visited wireless carrier’s network (also referred to as “the host network”), including the radio access network (RAN), using GSM-based technologies.

“*HPMN*” – shall mean Home Public Mobile Network. Public Wi-Fi networks do not form any part of a HPMN.

“*IR.21*” shall mean IREG Document 21 as defined by the GSM Association and may be updated from time to time.

“*IREG*” shall mean International Roaming Expert Group for the purposes of connectivity and roaming service testing and certification between the HPMN and VPMN.

“*LAC*” shall mean Location Area Code

“*PRD*” shall mean Permanent Reference Document by the GSM Association Technical Specification and may be updated from time to time.

“*PTCRB*” - The body is responsible for the testing and certification of GSM and LTE devices and for generating the input regarding testing of standards development.

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"Roaming End-Customer" shall mean a Person

- a. with a valid subscription for roaming use issued by a Wholesale Roaming Customer but does not include subscribers of other Canadian or international mobile wireless carriers that are roaming on the Wholesale Roaming Customer's network; and
- b. who is using the Supported Technology utilizing a GSM SIM (Subscriber Identity Module) and/or a GSM USIM (Universal Subscriber Identity Module) to enable that Person to access the mobile telecommunications service(s) of the VPMN Operator, for roaming in the Available Footprint of VPMN Operator, provided such person or entity is served by the Wholesale Roaming Customer that has not acquired spectrum or has acquired spectrum and is yet to build towers to provide coverage to its own customers.

"Roaming Service" provides a Wholesale Roaming Customer's End-Customers with the ability to access voice, SMS and data services offered by the VPMN on an incidental basis and not on a permanent basis. For further clarity, the VPMN is not required to provide a Wholesale Roaming Customer's End-Customers with a service that the Wholesale Roaming Customer does not itself provide to its end customers.

"Short Message Service (SMS)" A wireless messaging service that permits the transmission of a short text message from and/or to a digital mobile telephone while on the TELUS Available Footprint.

"TAC" shall mean Tracking Area Code

"TAP" shall mean Transferred Accounting Procedure

"VPMN" – shall mean Visited Public Mobile Network which is the network that provides GSM-based Roaming Service to the Roaming End-Customers of a Wholesale Roaming Customer. Public Wi-Fi networks do not form any part of a VPMN.

"VPMN Operator" shall mean the Party who allows Roaming End-Customers of a Wholesale Roaming Customer to use its Public Mobile Network, in accordance with the Telecom Regulatory Policy CRTC 2015-177.

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233.3 **Conditions of Service**

1. This tariff enables the establishment of roaming relationships between a VPMN Operator and Wholesale Roaming Customer in accordance with:
 - a. The technical requirements and terms and conditions set forth in this tariff.
 - b. GSM Association Permanent Reference Document for Roaming (AA.12) and GSM Association Permanent Reference Document - Common Annexes (AA.13)
 - c. TELUS' individual annexes entitled the RAEX IOT (Roaming Agreement Exchange Inter-Operator Tariff) and RAEX Op Data (Roaming Agreement Exchange Operational Data).
 - d. TELUS IR.21.
 - e. all relevant GSM Association Technical Specifications.
 - f. all binding GSM Association Permanent Reference Documents that specifically apply to domestic roaming.
 - g. the non-binding GSM Association Permanent Reference Documents.

including in each case all the commercial aspects, as defined in this Tariff. In case of conflict between any of the above documents and specifications and this Tariff, the provisions in this Tariff shall prevail.

Additional requirements and exceptions to the Technical Specifications and GSM Association Permanent Reference Documents are detailed in this Tariff.

For the avoidance of doubt, there is no obligation on the part of a Wholesale Roaming Customer to use the Services for Roaming offered by a VPMN Operator.

GSM-based Roaming Service must allow roaming on its GSM-based mobile wireless networks to all subscribers served by their Wholesale Roaming Customer, including the subscribers of any MVNOs operating on their Wholesale Roaming Customers' networks. The Wholesale Roaming Customer must ensure that any access to the VPMN on behalf of its reseller or MVNO customers occurs on the same basis, and with the same limitations, as set out in this Wholesale Roaming Tariff.

2. Implementation of the Roaming Services and Quality of Service
 - a. Both Parties agree that the Roaming End-Customers, during roaming, may experience conditions of service different from the conditions they experience when accessing their own Wholesale Roaming Customer's PMN. The intent is for the VPMN Operator to provide the Roaming Service such that the Roaming End-Customers will be provided with the ability to access voice, SMS and data services at a level of quality comparable to that generally offered for similar services to the Wholesale Roaming Customer's own customers. The VPMN Operator shall provide the Roaming Service such that the Roaming End-Customers will have access to the voice, SMS and data services at a level of quality comparable to that generally offered for similar services to the VPMN Operator's own customers.

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b. Network Interconnection: GSM-based Roaming Service shall be provided by the Company, upon request from a Wholesale Roaming Customer, only at such locations (and in respect of such facilities and equipment of the Company) that meet the applicable industry and technical standards and guidelines, as well as CRTC stipulations, established for interconnection. The Company and the Wholesale Roaming Customer will implement interconnections between the HPMN and the VPMN by way of indirect interconnection via a third-party signalling hub provider or in a manner mutually agreed to by the Company and the Wholesale Roaming Customer from time to time. C

The implementation of the Signalling Protocols and/or Inter-PLMN backbone (as defined in IREG PRDs) shall be in accordance with the Technical Specifications and relevant GSM Association Permanent Reference Documents with the exception of PMN specific deviations and/or chosen options agreed by both Parties during the testing phase. The technical information relevant for Roaming shall be exchanged between the Parties as part of IREG testing procedures and IREG PRDs. Each Party agrees to adhere to the processes set out in PRD IR.21, Section 4: Procedures for Updating the Database, when making changes in the numbering and addressing information with an impact on Roaming. M

c. Restrictions on Roaming: No Party shall have any access hereunder to the network or services of any third party network operator with which the VPMN Operator may have roaming arrangements. C

3. The Wholesale Roaming Customer shall be the Company's customer for the services provided under this Item. The provision of this Tariff Item is subject to the Company's General Terms of Service (as referenced in Item 100) insofar as they are reasonably applicable and not inconsistent with this Tariff. The Wholesale Roaming Customer shall pay to the Company all charges incurred for services provided through any connections furnished to the Wholesale Roaming Customer pursuant to this Tariff Item, such as long-distance telephone calls, directory assistance, operator assistance and other chargeable services.

4. The provision of GSM-based Roaming Service by the Company to the Wholesale Roaming Customer pursuant to this Tariff Item does not constitute a partnership, joint venture or joint undertaking between the Company and the HPMN.

5. The Company shall not be responsible to the Wholesale Roaming Customer's End-Customers for end-to-end service.

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233.3 **Conditions of Service - Continued**

6. The Company reserves the right to modify or change, from time to time and in its sole discretion, its network, facilities, equipment or service (including exchange boundaries or Local Calling Area boundaries) in accordance with the applicable provisions of the Company's tariffs and CRTC directives.

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9. Management of Modifications to the Roaming Services, Facilities and Certain Procedural Matters

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a. Changes to Roaming Services. The VPMN Operator may, at its sole discretion, from time to time make changes to the Roaming Service by adding, removing, replacing or modifying the network used for the Roaming Service (a "Change"), provided that the same additions, deletions, replacements and/or modifications, as the case may be, shall apply to equivalent services provided by the VPMN Operator to its own customers, and such changes affect all end-users in a similar manner, irrespective of their wireless carrier, to prevent unjust discrimination. The VPMN Operator shall use all commercially reasonable efforts to provide the Wholesale Roaming Customer with ninety (90) days written notice prior to implementing a Change. Following notice of a Change served by the VPMN Operator, both Parties shall discuss the impact of any such Change for Roaming Customers and the necessary actions to be performed, including without limitation, in relation to:

- i. network and billing test procedures as set out in the Technical Specifications;
- ii. administrative activities; and
- iii. the targeted starting date of the applicable Change.

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233.3 **Conditions of Service - Continued**

- b. For greater certainty, and without limiting other obligations which may need to be assumed by the Wholesale Roaming Customer as a result of the VPMN Operator implementing a Change, the Wholesale Roaming Customer shall be responsible for all of its own costs and expenses associated with accessing the VPMN Operator's Network in order to make use of or benefit from the Roaming Service. In addition, the VPMN Operator shall not be responsible to compensate the Wholesale Roaming Customer for any of the costs and expenses that the Wholesale Roaming Customer may incur as a result of the Wholesale Roaming Customer evaluating the impact and implications of a Change proposed by the VPMN Operator.
- c. Subject to Item 233.3.9.a above, nothing in this tariff shall be construed or interpreted as:
 - i. limiting the VPMN Operator's right to make changes or modifications to the Roaming Service provided that such changes or modifications comply with GSMA standards, specifications and protocols; and
 - ii. representing that the Roaming Service as offered by the VPMN Operator will remain the same during the Term. The Parties hereby expressly acknowledge and agree that the VPMN Operator shall have full and complete discretion as to the management of its Network, and with respect to resulting changes or modifications to the Roaming Service.

10. Charging, Billing and Accounting

- a. Charging and Rates: When a Wholesale Roaming End-Customer uses the tariffed Services of the VPMN Operator (voice calls within Canada, SMS and data), the Wholesale Roaming Customer shall be responsible for payment of charges for the Services in accordance with the rates specified within this tariff.
- b. Implementation of Billable Records. The Parties shall implement the exchange of TAP via a Data Clearing House (DCH) in accordance with the GSMA PRDs further details are available in the TELUS Domestic Roaming AA.14.
- c. Billing and Accounting: The Parties shall implement billing and accounting according to the GSM Association Permanent Reference Documents as amended from time to time.

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233.3 **Conditions of Service - Continued**

13. The Wholesale Roaming Customer must ensure that its services, facilities or equipment will not interfere with, impair or cause damage to the Company's services, facilities or equipment; or endanger the safety of Company employees or the public. In the event of any failure to comply with this condition, the Company will notify the Wholesale Roaming Customer in writing that temporary discontinuance of the use of the Company's services, facilities or equipment may be required. When prior notice is not practicable, the Company may temporarily discontinue, without notifying the Wholesale Roaming Customer, the provision of a service, facility or equipment if such action is reasonable under the circumstances. In cases of such temporary discontinuance, the Wholesale Roaming Customer will be notified verbally (and in writing as soon as possible after the temporary discontinuance) and afforded the opportunity to correct the situation. C
14. For planning purposes only, the Wholesale Roaming Customer shall furnish TELUS with best effort roaming volume forecasts for the following year of voice minutes, Megabytes data usage, SMS count usage and unique roamers count two weeks after the request of roaming services and at the beginning of each calendar year. However, the Wholesale Roaming Customer shall not be obligated to meet their forecasts. Such forecasts as provided by the Wholesale Roaming Customer shall be kept confidential.
15. In Telecom Regulatory Policy CRTC 2015-177, paragraph 65, the Commission stated that "With respect to the availability of economically feasible and practical substitutes, the Commission notes that wholesale Roaming Service enables wireless carriers to
- provide coverage in areas where they do not have spectrum,
 - fill in coverage gaps in areas where they do have spectrum, but have not deployed network facilities."

The Roaming Customer must take all reasonable steps to ensure that their subscribers configure their devices to register on the HPMN in priority to the VPMN Operator's Network where roaming is permitted, to minimize in-footprint roaming and traffic offloading.

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233.3 **Conditions of Service - Continued**

16. Consistent with Item 233.3.15, the Wholesale Roaming Customer shall strive to avoid any capacity offloading in areas where both the Wholesale Roaming Customer and the VPMN Operator have Networks, especially in the densely populated urban areas. C

The Wholesale Roaming Customer will take all reasonable steps to ensure that its handsets preferentially seek out its Network and do not seek out the VPMN Operator's Network when the Wholesale Roaming Customer's network is successfully identified with a signal strength that can provide service.

The parties' engineering groups will share such data and other information reasonably necessary or convenient to identify occurrences of capacity offload by specific area.

If the Wholesale Roaming Customer repeatedly offloads capacity in a particular area where it has a Network then the Wholesale Roaming Customer shall take reasonable steps to prevent any further reoccurrences in that area, such as by the installation of additional capacity in that area.

If it is technically more practicable, the VPMN Operator may request that the Wholesale Roaming Customer take actions to suspend the voice, SMS and data services to the Roaming End-Customers in the area where the offloading occurred.

17. The Company shall only respond to trouble reports from the Wholesale Roaming Customer, or the Wholesale Roaming Customer's duly authorized representatives, after the Wholesale Roaming Customer has first determined the trouble does not originate in the Wholesale Roaming Customer's system or network service. The Wholesale Roaming Customer shall instruct its end-customers to report all cases of trouble to the Wholesale Roaming Customer.

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233.3 **Conditions of Service - Continued**

18. Devices:

- a. The Wholesale Roaming Customer shall not knowingly sell or otherwise provide Devices used for Roaming on the VPMN Operator Available PMN, including all modifications thereto, unless such Devices:
 - i. are capable of operating on the Wholesale Roaming Customer's PMN;
 - ii. initially have and continue to have PTCRB approval; and
 - iii. comply with all applicable laws, rules, and regulations, including the rules and regulations of Industry Canada.

- b. In the event that the VPMN Operator believes, acting reasonably, that any Devices used or to be used for Roaming on the VPMN Operator Available PMN adversely affect or could adversely affect the VPMN Operator Available PMN or other customers of the VPMN operator or the VPMN Operator otherwise has concerns with regard to such Devices, then the VPMN Operator may require, upon written notice to the Wholesale Roaming Customer, that such Devices be tested prior to permitting their use or continued use, as the case may be, on the VPMN Operator's Network. For greater certainty this Section shall not apply to Devices similar in nature to the Devices in use by the Wholesale Roaming Customer's subscribers or otherwise made available by other operators and members of the GSM Association. The Parties hereby agree that the general intent of this Section is to address the use by Roaming Customers of complex Devices, or Devices that have a very distinct purpose from any of the Devices offered by the VPMN Operator to its own subscribers.

- c. All Devices of the Roaming Customers which are to be used for Roaming on the VPMN Operator Available PMN must be able to operate on the Wholesale Roaming Customer's PMN using the radio spectrum frequencies used by the Wholesale Roaming Customer's PMN in the respective exchanges in which the Roaming Customers' mobile phone numbers are located.

- d. The Wholesale Roaming Customer shall ensure that the Devices of Roaming Customers are able to receive and comply with applicable codes (for example: 3GPP TS 51.010-1 V5.5.0 (2003-09) standard Cause Code 13: "Roaming Not Allowed in this Location Area") from the VPMN Operator in order to deny access of any such Device in a particular geographic area and in order to prohibit such Device from reattempting registration on the VPMN Operator's PMN until it has moved into another geographic area.

- e. Equipment Identity Register: The Wholesale Roaming Customer acknowledges that the Company has an equipment identity register ("EIR") program. If any Device belonging to a Roaming End-Customer is identified as being stolen or unauthorized equipment that is registered in the Company's EIR or in another EIR registry program in which the Company participates, then the Company shall be entitled to prevent usage of such equipment on the Company's VPMN. In the event the Company notifies the Wholesale Roaming Customer of any Devices that have been used for Roaming which the Company believes have been stolen or are unauthorized, then the Wholesale Roaming Customer shall use commercially reasonable efforts to investigate the registration of the Device and, where appropriate, suspend such Device.

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 233.3 **Conditions of Service - Continued**

- 19. For future use. C

- 20. Suspension or Termination of Roaming Services and Other Remedies: N
 - a. The VPMN Operator 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 Services made available hereunder for the Wholesale Roaming Customer in the event that
 - i. The Wholesale Roaming Customer is in default of the payment of any undisputed amount due to the VPMN Operator under this Tariff Item.
 - A. The VPMN Operator may not suspend or terminate Roaming Service where
 - (1) the Wholesale Roaming 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 the VPMN Operator does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.
 - ii. the Wholesale Roaming Customer has failed to comply with the deposit provisions as set out in Item 112 of the Company’s General Terms of Service; or
 - iii. the network access provided under this Tariff is used in a manner other than that permitted by the definition of the Roaming Service.
 - b. Notwithstanding anything in this Tariff Item to the contrary, the VPMN Operator may, without liability, suspend or terminate all or any of its Roaming Services to specific Roaming End-Customer(s) for technical reasons where it would suspend or terminate those Roaming Services to its own subscribers.
 - c. For greater certainty, the phrase “reasonable advance notice” as used in this Item 233.3.20 will generally be at least thirty (30) days. Prior to suspension or termination, the VPMN Operator must provide Wholesale Roaming Customer with reasonable advance notice, stating
 - i. the reason for the proposed suspension or termination and the amount owing, if any;
 - ii. the scheduled suspension or termination date; and
 - iii. 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).

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233.3 **Conditions of Service - Continued**

- d. Where repeated efforts to contact the Wholesale Roaming Customer have failed, the VPMN Operator must, at a minimum, deliver the notice referred to in Item 233.3.20.c to the billing address prior to delivering the notice referred to in Item 233.3.20.e. N
- e. In addition to the notice required by Item 233.3.20.c the VPMN Operator must, at least 24 hours prior to suspension or termination, advise the Wholesale Roaming Customer or another responsible person that suspension or termination is imminent, except where
 - i. repeated efforts to so advise have failed;
 - ii. immediate action must be taken to protect the VPMN Operator from network harm resulting from facilities controlled or provided by the Wholesale Roaming Customer; or
 - iii. the suspension or termination occurs by virtue of a failure to provide payment when requested by the VPMN Operator 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 the 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 the Wholesale Roaming Customer's obligation to pay any amount owed to the VPMN Operator.
- h. In the case of Roaming Services that have been suspended, the VPMN Operator must make a daily pro rata allowance based on the monthly charge for such services.
- i. The VPMN Operator must restore Roaming 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, the VPMN Operator must restore Roaming Service the next day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.
- k. The VPMN Operator must follow an incremental approach to suspending and terminating the Roaming Service provided to the Wholesale Roaming Customer, with reasonable advance notice.

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233.3 **Conditions of Service - Continued**

21. For future use.

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233.3**Conditions of Service - Continued**

25. In addition to the provisions provided for in General Tariff (CRTC 21461) Item 119.0 - *Confidentiality of Customer Records*, neither Company nor Wholesale Roaming Customer shall disclose to any third party during the service requisition or subscription period of this Tariff Item, and for three (3) years following the termination or expiration of the subscription in question, any confidential information as follows: M
- a. For the purposes of Tariff Item 233.3.25 and subject to Item 233.3.25.b, confidential information means any data or information, tangible or intangible, that is of value to the disclosing party and is not generally known in the industry or to competitors of the disclosing party. Confidential information shall include:
 - i. tangible information, marked by the disclosing party with the word “Confidential” or otherwise identified by an appropriate stamp or legend indicating its confidential nature;
 - ii. Confidential information disclosed orally or visually and identified by the disclosing party as confidential when disclosed, and confirmed by the disclosing party in a written notice within thirty (30) days following disclosure, which notice shall include markings similar to those outlined in Item 233.3.25.a.i above; and
 - iii. all other information that, notwithstanding the absence of markings or designations, would be understood by the parties, exercising reasonable business judgment, to be confidential.
 - b. Confidential information shall not include information that is:
 - i. previously known to a party free of any obligation to keep it confidential;
 - ii. or has been or is subsequently made public by a party that owns that information or by a third party who is under no obligation of confidence to any party;
 - iii. independently developed by a party without reference to or knowledge of the other party's confidential information; or,
 - iv. disclosed with the prior approval of the owner of the information.

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233.3 **Conditions of Service - Continued**

- c. Any combination of confidential information regarding, for example, products or features of technology, shall not be deemed to be within the foregoing exception (as identified in Item 233.3.25.b above) merely because individual portions of such combination are disclosed or separately known in the public domain or known by the receiving party.
- d. Each party acknowledges that the confidential information disclosed by a party is and shall remain the property of the party that disclosed the confidential information. The parties agree that they shall hold confidential information exchanged hereunder in confidence and shall use the same solely for the provisioning of service under this Tariff Item.
- e. The parties further agree that they shall not disclose any confidential information to anyone except those employees or contractors to whom such disclosure is necessary for the purposes authorized herein. In the event such confidential information must be disclosed by any party to a third party in order to provision the service under this Tariff Item, the disclosing party shall, prior to disclosure, obtain written consent from the party wishing to disclose the confidential information and obtain from the third party a written agreement regarding confidentiality of the confidential information, the terms of which shall be substantially the same as those contained herein.
- f. Notwithstanding Item 233.3.25.a to e, a party may disclose confidential information to its professional advisors without the written consent of the disclosing party where, in the opinion of such party, the advice of its professional advisors is necessary to accomplish the objectives of provisioning service under this Tariff Item. In addition, either party may reveal such confidential information as may be reasonably necessary as required by law including to any governmental authority having jurisdiction over it, or its affiliates, for the purpose of obtaining applicable regulatory approvals as may be required hereunder. If a party is involved in court proceedings and is subject to a legally enforceable demand for discovery of confidential information, that party shall give written notice to the owner of the confidential information prior to disclosing the confidential information, and shall cooperate in seeking such reasonable protective arrangements as may be requested by the owner.
- g. Nothing in Tariff Item 233.3.25 shall affect the right of any party to take such action as it may deem advisable, including legal action, to protect its confidential information.

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233.3 **Conditions of Service - Continued**

- h. For future use. M,D
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- i. In the event that the Wholesale Roaming Customer is served with court orders or warrants in connection with interception of private communications on the VPMN Operator's Network, the Wholesale Roaming Customer may advise the concerned governmental authority to issue the court order or warrant in the name of the VPMN Operator. M,C
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- j. In relation to lawful intercept, the VPMN Operator will be responsible for addressing any interception of private communications court orders and warrants relating to its Network served on the VPMN Operator by any governmental authority. M
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- k. As per paragraph 148 of Telecom Regulatory Policy CRTC 2015-177, the customer of GSM-based Roaming Service shall not be prevented from disclosing the identity of their wholesale roaming providers to their current or potential customers.
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ITEM

233.4 **Rates**

Subject to Item 233.3.15, the Wholesale Roaming Customer shall pay the maximum rates and charges as shown on the following table for GSM-based Roaming Service, and such rates and charges are in addition to other rates and charges for other services that may be applicable and negotiated under an Agreement.

Service Item	Rate
Voice per minute	\$0.015735
SMS per text	\$0.001796
Data per MB	\$0.014071

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