

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**MODEL TARIFF**

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**Version 34-1**

**Prepared by: CISC Tariff Ad Hoc Working Group (“TAWG”)**

**Packet-tel Corp.**  
**o/a**  
**Packetworks**

**ACCESS SERVICES TARIFF**

This Tariff sets out the rates, terms and conditions applicable to the interconnection arrangements provisioned to providers of telecommunications services and facilities.

### Explanation of Symbols

The following symbols are used in this Tariff and have meanings as shown:

A	Increase in rate or charge
C	Change in wording
D	Discontinued rate or regulation
F	Reformatting of existing material with no change to rate or charge
M	Matter moved from its previous location
N	New wording, rate or charge
R	Reduction in rate or charge
S	Reissued matter

### Abbreviations of Companies Names

The following companies names are used in this Tariff and have meanings as shown:

Bell	Bell Canada
Bell Aliant	Bell Aliant Regional Communications, Limited Partnership
TBay Tel	TBay Tel

Check Page

Page	Revision	Page	Revision	Page	Revision
Title Page	Original	25	Original		
1	Original	26	Original		
2	Original	27	Original		
3	Original	28	Original		
4	Original	29	Original		
5	Original	30	Original		
6	Original	31	Original		
7	Original	32	Original		
8	Original	33	Original		
9	Original	34	Original		
10	Original	35	Original		
11	Original				
12	Original				
13	Original				
14	Original				
15	Original				
16	Original				
17	Original				
18	Original				
19	Original				
20	Original				
21	Original				
22	Original				
23	Original				
24	Original				

## Table of Contents

	Page
<b>Explanation of Symbols</b>	<b>1</b>
<b>Abbreviations of Companies Names</b>	<b>1</b>
<b>Check Page</b>	<b>2</b>
<b>Table of Contents</b>	<b>3</b>
<b>PART A Definitions and General Terms</b>	<b>4</b>
<i>ITEM 100. General</i>	4
<i>ITEM 101. Definitions</i>	5
<i>ITEM 102. General Rights and Obligations</i>	9
1. General	9
2. Effective Date of Changes	9
3. Obligation to Provide Service	9
4. Packetworks' Facilities	10
5. Packetworks' Right to Enter Premises	11
6. Deposits and Alternatives	11
7. Restrictions on Use of Services	12
8. Non-Disclosure of Confidential Information	12
9. Refunds in Cases of Service Problems	13
10. Limitation of Packetworks' Liability	13
11. Payment	14
12. Liability for Unbilled and Underbilled Charges	14
13. Liability for Charges that Should Not Have Been Billed and Those That Were Overbilled	15
14. Minimum Contract Period	15
15. Telecommunications Provider - Initiated Cancellation or Termination of Service	15
16. Packetworks -Initiated Suspension or Termination of Service	16
17. Assignment	18
18. Right of Access	18
<i>ITEM 103. Payment of Charges</i>	19
<b>PART B Interconnection with Local Exchange Carriers (LECs)</b>	<b>20</b>
<i>ITEM 200. General</i>	20
<i>ITEM 201. Compensation for Traffic Termination</i>	21
<i>ITEM 202. Basic Listing Interchange File</i>	22
<b>PART C Interconnection with Interexchange Service Providers (IXSPs)</b>	<b>24</b>
<i>ITEM 300. General</i>	24
<b>PART D Interconnection with Wireless Service Providers (WSPs)</b>	<b>25</b>
<i>ITEM 400. General</i>	25
<b>PART E Other Interconnection Services</b>	<b>26</b>
<i>ITEM 500. General</i>	26
<i>ITEM 501. Call Routing - Location Routing Number (LRN) Absent</i>	27
<i>ITEM 502. Port-Out Cancellation Charge</i>	28
<i>ITEM 503. 9-1-1 Emergency Response Service (ERS)</i>	29

**PART A Definitions and General Terms****ITEM 100. General**

This Tariff sets out the rates, terms and conditions that apply to the provision by Packetworks of services, facilities and interconnection arrangements to providers of telecommunications services and facilities (hereinafter referred to as “Telecommunications Providers”) who are eligible to subscribe pursuant to Telecom Decision CRTC 97-8 and any other applicable CRTC decisions or orders (“Decision 97-8”). Such services, facilities and interconnection arrangements are referred to in this Tariff as “interconnection services”. For greater certainty, this Tariff does not apply to services and facilities provided by Packetworks to Packetworks’ end-customers or to resellers of Packetworks’ local services.

The provision of interconnection services by Packetworks to Telecommunications Providers under this Tariff does not constitute a joint undertaking between Packetworks and any Telecommunications Provider subscribing for such services.

Unless otherwise specified in the Tariff, where rates are listed by ILEC operating territory, Packetworks shall apply the rate listed for the location where interconnection takes place with a Telecommunications Provider.

**PART A Definitions and General Terms****ITEM 101. Definitions**

In this Tariff:

“**Act**” is the Telecommunications Act (S.C. 1993, c.38 as amended).

“**affiliate**” means any person that controls or is controlled by Packetworks or that is controlled by the same person that controls Packetworks and includes a related person. A person is “related” to another if (i) it either holds, either directly or indirectly, at least a 20% interest in, or any options to acquire at least a 20% interest in, any of the capital, assets, property, profits, earnings, revenues or royalties of the other, or (ii) any third party holds, directly or indirectly, at least a 20% interest in, or any options to acquire at least a 20% interest in, any of the capital, assets, property, profits, earnings, revenues or royalties of each of the persons.

“**ANI**” means automatic number identification.

“**bill and keep trunks**” are facilities connecting the networks of two LECs within the same exchange, the costs of which are shared in accordance with Decision 97-8.

“**channel**” means a path provided over a transmission facility for the transmission of telecommunications.

“**circuit**” means an analogue voice-grade or digital 64 Kbps (DS-0) channel.

“**circuit group**” means a group of equivalent circuits.

“**CLEC-IXC Agreement**” means the form of agreement approved by the CRTC governing interconnection between a CLEC and an IXC entitled “Master Agreement for CLEC-IXC Interconnection”.

“**Commission or CRTC**” is the Canadian Radio-television and Telecommunications Commission.

“**Common Channel Signalling System 7 or CCS7 signalling**” is the out-of-band signalling system used by telecommunications carriers to support telecommunications services.

“**Competitive Local Exchange Carrier or CLEC**” is a Canadian carrier, as defined in section 2 of the Act, recognized as a CLEC by the CRTC pursuant to Decision 97-8.

“**competitive pay telephone service provider**” means a person that provides competitive pay telephone service for use by the general public.

“**control**” includes control in fact, whether through one or more persons.

“**customer**” means a person or legal entity, including an end-customer, a reseller or a sharing group, that purchases telecommunications services from a Telecommunications Provider and is liable to the Telecommunications Provider for those services.

**PART A Definitions and General Terms****ITEM 101. Definitions – continued**

“**data service**” means a telecommunications service other than a voice service.

“**dedicated service**” means a telecommunications service that is dedicated to the private communications needs of an end-customer, where one end of the facility used to provide the service is terminated at equipment dedicated to that end-customer.

“**digital transmission**” is a telecommunications transmission that uses non-continuous signals to transmit information.

“**direct access line or DAL**” means a network arrangement used to transmit traffic over a dedicated facility between an IXSP’s interexchange network and an end-customer’s premises.

“**DS-0**” is a channel capable of digital transmission at 64Kbps.

“**DS-1**” is a channel capable of digital transmission at 1.544 Mbps.

“**EAS transport**” means the delivery by a LEC of traffic originating in one exchange and terminating in another exchange with which the first exchange has EAS or a similar arrangement pursuant to ILEC tariffs.

“**end-customer**” is the ultimate purchaser of telecommunications services provided on a retail basis by a Telecommunications Provider.

“**exchange**” refers to the incumbent LEC’s basic unit for the administration and provision of its telecommunications service, which normally encompasses a city, town, village or portions thereof and adjacent areas.

“**extended area service or EAS**” means a service offered by ILECs enabling a customer within an exchange to make calls to another exchange without the application of long distance charges.

“**facility**” means a telecommunications facility, as defined in section 2 of the Act, and includes equipment.

“**ILEC operating territory**” means the geographic area within which a Telecommunications Provider provides service as an ILEC.

“**in-band signalling**” means signalling which is carried along the same channel that is carrying the information content of the transmission.

“**incumbent LEC or ILEC**” means a LEC that provided local exchange service on a monopoly basis prior to May 1, 1997.

“**interconnecting circuit**” means a circuit or path that connects a Telecommunications Provider’s facility to **Packetworks**’ facilities to provide access to **Packetworks**’ local switched telephone network.

“**interexchange carrier or IXC**” is a Canadian carrier, as defined in section 2 of the Act, that provides interexchange service.

**PART A Definitions and General Terms****ITEM 101. Definitions – continued**

“**interexchange reseller or IX reseller**” is a reseller that provides interexchange service.

“**interexchange service or IX service**” means a service or facility configured to operate between any two exchanges for which ILECs would apply long distance charges, including an international service or facility.

“**IX service provider or IXSP**” is an IXC or IX reseller.

“**joint-use basis**” means on a basis where a circuit is not dedicated to the use of a single end-customer.

“**LEC**” is a local exchange carrier.

“**local interconnection region or LIR**” is a geographic area specified by an ILEC within which traffic is exchanged with CLECs on a Bill and Keep basis as specified in Telecom Decision CRTC 2004-46.

“**local calling area**” means an area defined by a LEC wherein calls can be made by the LEC’s end-customers without the application of long distance charges.

“**local number portability or LNP**” enables an end-customer to retain the same telephone number when changing from one LEC to another LEC as service provider within the same exchange.

“**local routing number or LRN**” is a ten-digit routing number which identifies the terminating switch for a ported number.

“**Special MALI**” means the form of agreement approved by the CRTC governing interconnection between two LECs where one or both of those LECs obtain(s) PSTN Access from another party entitled “Special Master Agreement for Interconnection Between LECs (Special MALI)”.

“**multi-frequency signalling or MF signalling**” is an in-band signalling system used by telecommunications carriers to route telecommunications traffic.

“**NXX**” is the second set of three digits of a ten-digit telephone number (i.e., NPA-NXX-XXXX) which identifies a specific exchange within a numbering plan area (NPA).

“**out-of-band signalling**” means signalling that is separated from the channel carrying the information content.

“**person**” includes any individual, partnership, body corporate, unincorporated organization, government, government agency, trustee, executor, administrator or other legal representative.

“**point of interconnection or POI**” is a switch or other point of interconnection designated by **Packetworks** as its gateway for purposes of interconnecting to Telecommunications Providers in an exchange.

**PART A Definitions and General Terms****ITEM 101. Definitions - continued**

“**ported numbers**” are those telephone numbers formerly associated with a particular LEC and now associated with a different LEC.

“**premises**” is the continuous property and the building or buildings located thereon, or the part or parts of a building, occupied at the same time by an end-customer or Telecommunications Provider.

“**PSTN**” means the public switched telephone network.

“**resale**” means the subsequent sale or lease on a commercial basis, with or without adding value, of a telecommunications service purchased from **Packetworks** or a Telecommunications Provider.

“**reseller**” means a person engaged in resale of local exchange service (“local reseller”) or interexchange service (“interexchange reseller”).

“**sharing**” means the use by two or more persons, in an arrangement not involving resale, of a telecommunications service provided by a Telecommunications Provider.

“**sharing group**” means a group of persons engaged in sharing.

“**signalling transfer point or STP**” means a packet switching point in the CCS7 network which routes CCS7 signalling messages to the intended network element.

“**Telecommunications Provider**” means a provider of telecommunications services that is eligible in accordance with Decision 97-8 to subscribe to interconnection services offered by **Packetworks** and includes a LEC, an IXSP and a WSP operating in the same exchange as **Packetworks**.

“**transiting**” occurs when a LEC receives traffic from one Telecommunications Provider and switches it to another.

“**trunk**” is a DS-0 time slot or channel within which a digital connection is made between the trunk-side of **Packetworks**’ local switch and another switch.

“**wireless service provider or WSP**” means a provider of public switched mobile voice services where such provider is not a CLEC.

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations**

This Item sets out the basic rights and obligations (hereinafter referred to as the “Terms”) of both Packetworks and Telecommunications Providers in connection with the interconnection services provided under this Tariff.

**1. General**

1. The offer of interconnection services by Packetworks to Telecommunications Providers under this Tariff is subject to the following:
  1. the general rights and obligations contained in these Terms;
  2. the rates, terms and conditions contained elsewhere in this Tariff, to the extent that they are not inconsistent with these Terms, unless any such rates, terms or conditions expressly override these Terms and have been approved by the CRTC;
  3. the rights, obligations, rates, terms and conditions contained in written agreements for the provision of interconnection services under this tariff, to the extent that they are not inconsistent with these Terms or this Tariff, unless any such rights, obligations, rates, terms or conditions expressly override these Terms or this Tariff and have been approved by the CRTC.

All of the above bind Packetworks and Telecommunications Providers.

**2. Effective Date of Changes**

1. Subject to Item 102.2.2, changes to these Terms or this Tariff, as approved by the CRTC, take effect on their effective date even though Telecommunications Providers have not been notified of them or have paid or been billed at the previously-approved rate.
2. Where interconnection services that were to be provided by a certain agreed-upon date were not provided, through no fault of the Telecommunications Provider and, in the meantime, a rate increase has gone into effect, the previously-approved non-recurring charges shall apply.

**3. Obligation to Provide Service**

1. Except as otherwise expressly specified elsewhere in this Tariff, and subject to Item 102.3.2 to 102.3.4 below, all of the interconnection services available to Telecommunications Providers under this Tariff are provided by Packetworks pursuant to an obligation to serve.
2. Notwithstanding Packetworks’ obligation to offer the services under this Tariff, Packetworks is not required to provide interconnection service to a Telecommunications Provider where:
  1. the Telecommunications Provider owes amounts to Packetworks that are past due, other than as a guarantor;

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations – continued****3. Obligation to Provide Service – continued**

2. the Telecommunications Provider does not provide to Packetworks a reasonable deposit or alternative required pursuant to these Terms; or
3. the Telecommunications Provider refuses to pay the additional charge referred to in Item 102.3.3.
3. Where it is necessary for Packetworks to install special equipment or to incur unusual expense in order to meet a Telecommunications Provider's requirements, an additional charge may be assessed based upon the equipment to be installed or the expense to be incurred.
4. Where Packetworks does not provide service on an application by a Telecommunications Provider, it must provide written explanation upon request.

**4. Packetworks' Facilities**

1. Upon termination of service, the Telecommunications Provider must return any equipment provided by Packetworks.
2. Packetworks must bear the expense of maintenance and repairs required due to normal wear and tear to its facilities, except that Packetworks may charge for the additional expense incurred when the Telecommunications Provider requires maintenance and repair work to be performed outside of regular working hours. This does not apply where otherwise stipulated in these Terms, the Tariffs, or by special agreement.
3. A Telecommunications Provider which has deliberately, or by virtue of a lack of reasonable care, caused loss or damage to Packetworks' facilities, may be charged the cost of restoration or replacement. In all cases, Telecommunications Providers are liable for damage caused to Packetworks' facilities by any facilities provided by the Telecommunications Provider or its customer.
4. Where the Telecommunications Provider reports trouble in relation to the interconnection services to Packetworks, Packetworks must initiate trouble repair procedures at such time.

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations - continued****5. Packetworks' Right to Enter Premises**

Unless otherwise expressly permitted in this Tariff, a written agreement, or under any guidelines applicable to Packetworks and the Telecommunications Provider and approved by the CRTC, Packetworks, its employees or agent, shall have no right to enter the premises of the Telecommunications Provider, including any premises on which service is currently or is to be provided to the Telecommunications Provider, unless Packetworks has first obtained express permission to do so from the Telecommunications Provider. Prior express permission shall not be required in cases of emergency or where entry is pursuant to a court order. In every case, valid Packetworks identification must be shown to the Telecommunications Provider, at the Telecommunications Provider's request, prior to entering the premises.

**6. Deposits and Alternatives**

1. Packetworks may require deposits from a Telecommunications Provider:
  1. which has no credit history with Packetworks and will not provide satisfactory credit information;
  2. which has an unsatisfactory credit rating with Packetworks due to previous payment practices with Packetworks; or
  3. where the provision of the interconnection services to the Telecommunications Provider clearly presents an abnormal risk of loss.
2. Packetworks must inform the Telecommunications Provider of the specific reason for requiring a deposit, and of the possibility of providing an alternative to a deposit, such as arranging for third party payment, a bank letter of credit or a written guarantee from a third person whose credit is established to the satisfaction of Packetworks.
3. A Telecommunications Provider may provide an alternative to a deposit, provided it is reasonable in the circumstances.
4. Deposits earn interest at the savings account rate of The Bank of Montreal, calculated on the balance of the deposit plus interest accrued prior to the current billing period. The interest will be credited to the account annually or upon refund of the deposit, and will be reflected on Packetworks' next billing statement.
5. Packetworks will show the total principal amount of deposits held on each Telecommunications Provider's billing statement.

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations - continued****6. Deposits and Alternatives - continued**

6. Packetworks must review the continued appropriateness of deposits and alternative arrangements at 6-month intervals. When service is terminated or the conditions which originally justified such arrangements are no longer present, Packetworks must promptly refund or credit the deposit, with interest, or return the guarantee or other written undertaking, retaining only any amount then owed to it by the Telecommunications Provider.
7. At no time may the amount of all deposits and alternatives provided exceed 3 months of charges for all interconnection services provided by Packetworks to the Telecommunications Provider under this Tariff.

**7. Restrictions on Use of Services**

1. A Telecommunications Provider may not use the interconnection services provided by Packetworks or allow the interconnection services to be used for a purpose or in a manner contrary to any applicable law or regulation.
2. Neither Packetworks nor the Telecommunications Provider may re-arrange, disconnect, repair, remove or otherwise interfere with the facilities of the other party, except in the following three circumstances:
  1. cases of emergency;
  2. where otherwise expressly permitted in Packetworks' Tariffs; or
  3. where otherwise expressly permitted by the provisions of an applicable interconnection agreement.

In all cases Packetworks or the Telecommunications Provider, as the case may be, must then be notified of the changes as soon as possible.

3. No payment may be exacted directly or indirectly from a Telecommunications Provider by any party other than Packetworks for use of any of Packetworks' interconnection services except where otherwise stipulated in Packetworks' Tariffs, or by the provisions of an applicable interconnection agreement.

**8. Non-Disclosure of Confidential Information**

As a condition of Packetworks providing interconnection services to the Telecommunications Provider pursuant to this Tariff, the Telecommunications Provider agrees to protect Packetworks' confidential information as if it were a party to Schedule A of the Special MALI. Packetworks shall provide to the Telecommunications Provider a copy of Schedule A. For its part, Packetworks shall protect the Telecommunications Provider's confidential information to the same standard.

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations - continued****9. Refunds in Cases of Service Problems**

Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in Packetworks' facilities, Packetworks' liability is limited to a refund of charges, on request, proportionate to the length of time that the problem existed. No request is necessary where a problem in service lasts 24 hours or more from the time Packetworks is advised of the problem. However, where the problem is occasioned by Packetworks' negligence, Packetworks is also liable for the amount calculated in accordance with Item 102.10.2.

**10. Limitation of Packetworks' Liability**

1. These Terms do not limit Packetworks' liability in cases of deliberate fault, gross negligence, anti-competitive conduct, breach of contract where the breach results from the gross negligence of Packetworks, or disclosure of confidential information contrary to Item 102.8.
2. Except with regard to physical injuries, death, or damage to a Telecommunications Provider's premises or other property, occasioned by its negligence, Packetworks' liability for negligence, and for breach of contract where the breach results from the negligence of Packetworks, is limited to three times the amounts refunded or cancelled in accordance with Item 102.9, as applicable.
3. Packetworks is not responsible for:
  1. libel, slander, defamation or the infringement of copyright or other unlawful activity arising from material or messages transmitted over Packetworks' facilities;
  2. the infringement of patents arising from the combining or using of the Telecommunications Provider's facilities with Packetworks' facilities; or
  3. damages arising out of the act, default, neglect or omission of the Telecommunications Provider in the use or operation of facilities provided by Packetworks.
4. When facilities of third parties are used in establishing connections to or from facilities under the control of a Telecommunications Provider, Packetworks is not liable for any act, omission or negligence of the third party.
5. In the provision of interconnection services, Packetworks is not responsible to the Telecommunications Provider's customer for end-to-end service.

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations - continued****11. Payment**

1. Subject to Items 102.11.2 and 102.11.3, charges cannot be considered past due until the next billing statement has been generated or the time period for payment indicated on the previous billing statement has passed.
2. In exceptional circumstances, prior to the normal billing date, Packetworks may request payment from a Telecommunications Provider, on an interim basis, for non-recurring charges that have accrued, by providing notice to the Telecommunications Provider with details regarding the services and charges in question. In such cases, subject to Item 102.11.3, the charges can be considered past due 3 days after they are incurred, or 3 days after Packetworks demands payment, whichever comes later.
3. No charge disputed by a Telecommunications Provider can be considered past due unless Packetworks has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment. The dispute procedure set out in Schedule E of the Special MALI shall be followed and the Telecommunications Provider must pay the undisputed portion of the billing statement. Packetworks shall provide to the Telecommunications Provider a copy of Schedule E.
4. Packetworks may request immediate payment in extreme situations, provided that a notice has been issued pursuant to Item 102.11.2, and the abnormal risk of loss has substantially increased since that notice was given, or Packetworks has reasonable grounds for believing that the Telecommunications Provider intends to defraud Packetworks.

**12. Liability for Unbilled and Underbilled Charges**

1. Telecommunications Providers are not responsible for paying a previously unbilled or underbilled charge for interconnection services provided under this Tariff except where:
  1. in the case of a recurring charge, it is correctly billed by Packetworks within a period of one year from the date it was incurred; or
  2. in the case of a non-recurring charge, it is correctly billed by Packetworks within a period of 150 days from the date it was incurred.
2. In the circumstances described in Item 102.12.1, Packetworks cannot charge a Telecommunications Provider interest on the amount of the correction. If the Telecommunications Provider is unable to promptly pay the full amount owing, Packetworks must attempt to negotiate a reasonable deferred payment agreement.
3. Items 102.12.1 and 102.12.2 above shall not apply in circumstances where there has been deception by the Telecommunications Provider with regard to a charge for interconnection services.

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations - continued****13. Liability for Charges that Should Not Have Been Billed and Those That Were Overbilled**

1. In the case of a recurring charge that should not have been billed or that was overbilled, a Telecommunications Provider must be credited with the excess back to the date of the error, subject to applicable limitation periods provided by law. However, a Telecommunications Provider that does not dispute the charge within one year of the date of an itemized billing statement which shows that charge correctly, loses the right to have the excess credited for the period prior to that statement.
2. Non-recurring charges that should not have been billed or that were overbilled must be credited, provided that the Telecommunications Provider disputes them within 150 days of the date of the billing statement.
3. A Telecommunications Provider that is credited with any amount that should not have been billed or that was overbilled must also be credited with interest on that amount at the rate payable for interest on deposits that applied during the period in question.

**14. Minimum Contract Period**

The minimum contract period for Packetworks' interconnection services is one month commencing from the date the interconnection services are provided, except where a longer minimum contract period is stipulated in either Packetworks' Tariffs or an agreement between Packetworks and the Telecommunications Provider.

**15. Telecommunications Provider - Initiated Cancellation or Termination of Service**

1. A Telecommunications Provider which cancels or delays a request for service before installation work has started cannot be charged by Packetworks. Installation work is considered to have started when the Telecommunications Provider has advised Packetworks to proceed, and Packetworks has incurred any related expense. A Telecommunications Provider which cancels or delays a request for service after installation work has started, but before service has started, will be charged the lesser of the full charge for the entire minimum contract period plus the installation charge or the estimated costs incurred in installation less estimated net salvage (referred to hereinafter as "cancellation charges"). The estimated installation costs include the cost of non-recoverable equipment and materials specifically provided or used plus the cost of installing, including engineering, supply expense, labour and supervision, and any other disbursements resulting from the installation and removal work.

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations - continued****15. Telecommunications Provider - Initiated Cancellation or Termination of Service - continued**

2. A Telecommunications Provider which gives Packetworks reasonable advance notice may terminate service after expiration of the minimum contract period, in which case it must pay charges due for interconnection services which have been furnished.
3. Notwithstanding Item 102.15.1, Packetworks may waive its rights, in their entirety or in part, to claim cancellation charges in the case where the Telecommunications Provider wishes to replace the interconnection services by one or more of Packetworks' interconnection services of equal or greater value to the cancelled interconnection service.

**16. Packetworks -Initiated Suspension or Termination of Service**

1. For greater certainty, the phrase "reasonable advance notice" as used in this Item 102.16 will generally be at least 30 days.
2. Packetworks may suspend or terminate a Telecommunications Provider's service only where the Telecommunications Provider:
  1. fails to pay an amount owing by the Telecommunications Provider that is past due, provided that Packetworks has provided reasonable advance notice;
  2. fails to provide or maintain a reasonable deposit or alternative when required to do so pursuant to these Terms;
  3. fails to comply with the provisions of a deferred payment agreement;
  4. repeatedly fails to provide Packetworks with reasonable entry and access in conformity with Item 102.5.1;
  5. uses or permits others to use any of Packetworks' or Fibernetics Corporation's interconnection services so as to prevent fair and proportionate use by others;
  6. contravenes Item 102.7; or
  7. fails to provide payment when requested by Packetworks pursuant to Item 102.11.4.
3. Packetworks may not suspend or terminate service in the following circumstances:
  1. where the Telecommunications Provider is prepared to enter into and honour a reasonable deferred payment agreement; or
  2. where there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and Packetworks does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations - continued****16. Packetworks -Initiated Suspension or Termination of Service - continued**

4. Prior to suspension or termination, Packetworks must provide the Telecommunications Provider with reasonable advance notice, stating:
  1. the reason for the proposed suspension or termination and the amount owing, if any;
  2. the scheduled suspension or termination date; and
  3. 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).
5. Where repeated efforts to contact the Telecommunications Provider have failed, Packetworks must, at a minimum, deliver the notice referred to in Item 102.16.4 to the billing address prior to delivering the notice referred to in Item 102.16.6.
6. In addition to the notice required by Item 102.16.4, Packetworks must, at least 24 hours prior to suspension or termination, advise the Telecommunications Provider or another responsible person that suspension or termination is imminent, except where:
  1. repeated efforts to so advise have failed;
  2. immediate action must be taken to protect Packetworks from network harm resulting from facilities controlled or provided by the Telecommunications Provider; or
  3. the suspension or termination occurs by virtue of a failure to provide payment when requested by Packetworks pursuant to Item 102.11.4.
7. Except with the Telecommunications Provider'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.
8. Suspension or termination does not affect the Telecommunications Provider's obligation to pay any amount owed to Packetworks.
9. In the case of interconnection services that have been suspended, unless suspension occurs during the minimum contract period, Packetworks must make a daily pro rata allowance based on the monthly charge for such interconnection services.
10. Packetworks must restore 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.
11. Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, Packetworks must restore service the next day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

**PART A Definitions and General Terms****ITEM 102. General Rights and Obligations - continued****17. Assignment**

The Telecommunications Provider cannot assign its rights or obligations pursuant to this Tariff without having obtained the prior written consent of Packetworks, which consent shall not unreasonably be withheld.

**18. Right of Access**

When a Telecommunications Provider offers services to tenants within a multi-tenant building, it must provide Packetworks with direct access, under reasonable terms and conditions, to tenants who choose to receive services to which a right of direct access has been mandated by the CRTC from Packetworks rather than, or in addition to, services from the Telecommunications Provider.

**PART A Definitions and General Terms****ITEM 103. Payment of Charges**

1. The customer is responsible for payment to Packetworks of charges for all service and equipment furnished. Fixed charges are billed and payable monthly in advance and other charges are payable when billed except as otherwise stated in Item 102.11.2.
2. Notwithstanding any other provisions in this General Tariff, Packetworks may assess a late-payment charge, which provides for administration and carrying charges related to accounts that are owed to Packetworks and are in arrears. The late-payment charge applies when Packetworks has not received payment within 30 days of the billing date.
3. Late payment charges are forborne from regulation pursuant to Section III of Telecom Regulatory Policy CRTC 2009-424. Late payment charges will be calculated as set out on the customer invoice, or at [www.Packetworks.net](http://www.Packetworks.net).

**PART B Interconnection with Local Exchange Carriers (LECs)****ITEM 200. General**

This Part governs the provision of interconnection services associated with facilities and services of Packetworks and those of Telecommunications Providers that are LECs. A LEC that wishes to interconnect with Packetworks must also enter into an interconnection agreement with Packetworks in the form of the Special MALI.

Interconnection between Packetworks and a LEC will be made on a per LIR basis.

The interconnection services provided to the LEC's under this Part, including the exchange of the minimum set of CCS7 message types will be carried out by Fibernetics Corporation pursuant to Fibernetics Corporation's Tariff.

LECs that wish to port numbers with Packetworks shall do so via the Fibernetics business office pursuant to a MALI with Fibernetics Corporation. Packetworks has made arrangements with Fibernetics Corporation to treat porting requests for Packetworks numbers in the same manner as it treats porting requests for Fibernetics Corporation numbers.

**PART B Interconnection with Local Exchange Carriers (LECs)**

**ITEM 201. Compensation for Traffic Termination**

This section is intentionally left blank.

**PART B Interconnection with Local Exchange Carriers (LECs)****ITEM 202. Basic Listing Interchange File**

1. Basic Listing Interchange File (“BLIF”) service is offered by Packetworks to LECs operating in Canada. BLIF service is also available to independent directory publishers for the sole purpose of providing directories and to alternate operator service providers for the sole purpose of providing directory assistance. BLIF service provides for a machine-readable file containing non-confidential subscriber listing information (“listings”) for Packetworks’ end-customers, listed and intended to be listed in the LEC’s directories and directory assistance databases. Packetworks provides a complete set of end-customer listings, as specified in the BLIF Service Description and Ordering Guidelines document (the “BLIF Document”), for the purpose of providing telephone directories and/or directory assistance information.
2. BLIF service is provided by Packetworks in accordance with the terms and conditions contained in the BLIF Agreement, including the limitation of Packetworks’ liability. A LEC, an independent directory publisher or an alternate operator service provider who obtains Packetworks’ end-customer listings under this tariff will herein be referred to as the licensee. The licensee accepts all the obligations of the licensee pursuant to the BLIF Agreement and must enter into the BLIF Agreement for 5 years. The BLIF Agreement is renewable automatically for subsequent 5-year periods.
3. Listings are provided in a format conforming to the specifications set out in the BLIF Document.
4. The BLIF includes all of the required information as specified in the BLIF Document.
5. Licensee may purchase residential listings, business/government listings, or both.
6. The BLIF for Packetworks’ serving area is available on an exchange basis. A listing of the exchanges served by Packetworks is available on request.
7. The following is a non-exhaustive list of types of listing information not provided in the BLIF:

Non-Published Telephone Numbers;

“Out of Book” Listings;

800, 877, 888 and 900 listings;

Reference Listings;

911, 711, 611, 411, 0, 1;

Listings for WSP end-customers;

Additional/extra listings;

Text accompanying listings (i.e. special instructions, Internet listings, etc.)

In this Item, “out of book” means those listings added to a particular directory when the terminating location of the number is not within the physical region of the directory’s coverage.

**PART B Interconnection with Local Exchange Carriers (LECs)**

**ITEM 202. Basic Listing Interchange File - continued**

8. The licensee shall comply with all specifications set out in the BLIF Document pertaining to the receiving LEC.
9. The licensee may terminate the BLIF Agreement at any time by giving written notice to Packetworks at least 90 days in advance of the effective date of any such termination. Packetworks shall have the right to terminate the BLIF Agreement upon 10 days prior written notice to the licensee, if the licensee has breached any of its material obligations in the BLIF Agreement or this Item, and the licensee has failed to cure such default within 30 days of receipt of written notice sent from Packetworks describing the nature of the default.
10. In the event of termination, any amounts due to Packetworks pursuant to the BLIF Agreement and this Item shall immediately become due and payable. In such event, the licensee shall immediately discontinue the use of the listings and comply with all other requirements set out in the BLIF Agreement.
11. The following charges are payable to Packetworks for BLIF Masters and BLIF Updates as defined in the BLIF Agreement:

<b>Each BLIF Master and/or Update, per listing</b>	
<b>Territory</b>	<b>(\$)</b>
<b>Ontario/Quebec<sup>1</sup></b>	Bell CRTC 7516, Item 310(4) Bell Aliant CRTC 21562, Item 310(4)
<b>Ontario<sup>2</sup></b>	0.1500

1. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.

2. Rates applicable in the operating territory of TBayTel operating as the SILEC.

**PART C Interconnection with Interexchange Service Providers (IXSPs)****ITEM 300. General**

This Part governs the provision of interconnection services associated with facilities and services of Packetworks and those of Telecommunications Providers that are IXSPs. An interexchange carrier (“IXC”) that wishes to interconnect with Packetworks must also enter into an interconnection agreement with Packetworks in the form of the CLEC-IXC Agreement.

The interconnection services provided to the IXSPs under this Part will be carried out by Fibernetics Corporation pursuant to Fibernetics Corporation’s Tariff.

**Equal Access**

1. Equal Access is available to IXSPs in Packetworks’ serving areas.
2. Equal Access is available from any local reseller that is an affiliate of Packetworks to IXSPs that subscribe to interconnection services from Packetworks.

**PART D Interconnection with Wireless Service Providers (WSPs)****ITEM 400. General**

This Part governs the provision of interconnection services associated with interconnection of the facilities and services of Packetworks and those of Telecommunications Providers that are WSPs. A Telecommunications Provider that owns or operates transmission facilities as a WSP and wishes to interconnect with Packetworks must be authorized by Industry Canada to provide public mobile radio service in those areas where interconnection is requested and must also sign an interconnection agreement with Packetworks.

Interconnection services provided to WSPs under this Part will be carried out by Fibernetics Corporation pursuant to Fibernetics Corporation's Tariffs.

WSPs that wish to port numbers with Packetworks shall do so via the Fibernetics business office pursuant to a MALI or an INPOA (Intercarrier Number Portability Operations Agreement) with Fibernetics Corporation. Packetworks has made arrangements with Fibernetics Corporation to treat porting requests for Packetworks numbers in the same manner as it treats porting requests for Fibernetics Corporation numbers.

**PART E Other Interconnection Services****ITEM 500. General**

This Part governs the provision of services other than those described elsewhere in this Tariff that are associated with the interconnection of the Packetworks' facilities with those of Telecommunications Providers.

**PART E Other Interconnection Services****ITEM 501. Call Routing - Location Routing Number (LRN) Absent**

The interconnection services provided to telecommunication providers under this part will be carried out by Fibernetics Corporation pursuant to Fibernetics Corporation's Tariffs.

**PART E Other Interconnection Services**

**ITEM 502. Port-Out Cancellation Charge**

Telecommunications Providers that cancel port-out requests may be subject to Fibernetics Corporation's Tariff for Port-Out Cancellation Charges.

**PART E Other Interconnection Services****ITEM 503. 9-1-1 Emergency Response Service (ERS)****1. Definitions**

For the purpose of this tariff item, the following terms have the meanings as defined below:

**"9-1-1 database"** is the database operated by the 9-1-1 service provider that provides selective routing information based on ANI, ALI, and SAG information.

**"9-1-1 service provider"** is the ILEC that provides 9-1-1 emergency response service to the local authority pursuant to a tariff and/or agreement. The 9-1-1 service provider's tariff and/or agreement makes access to 9-1-1 emergency calling available to the ILEC's end-users located within the serving area.

**"ALI" or "automatic location identification"** is a database feature that displays to call answer centres and ERAs address/location data with respect to the telephone line from which the 9-1-1 call originates.

**"ANI" or "automatic number identification"** is a database feature that displays the telephone number from which the 9-1-1 call originates.

**"Call answer centre"** is the first point of reception for all 9-1-1 calls in its serving area. It is a communications facility that is open 24 hours a day, 365 days a year, and is responsible for redirecting or transferring emergency calls to ERAs.

**"Call control"** is a set of features that allow the 9-1-1 operator to maintain control of the 9-1-1 call regardless of calling-party action.

**"CRTC" or "Commission"** is the Canadian Radio-television and Telecommunications Commission.

**"End-user"** is the ultimate purchaser of telecommunications services provided on a retail basis by a telecommunications service provider.

**"ERA" or "emergency response agency"** is the communication centre to which emergency calls are transferred from a call answer centre. ERAs normally refer to the fire, police, and ambulance agencies responsible for dispatching emergency personnel.

**"ESZ" or "emergency service zone"** is a defined area consisting of a specific combination of municipality, law enforcement, fire, emergency medical and call answer centre coverage areas.

**"Exchange service"** is any local telecommunications service offered by **Packetworks** to its end-users.

**"Local authority"** is a municipality, provincial government, or any other authority responsible for operating the call answer centre.

**PART E Other Interconnection Services****ITEM 503. 9-1-1 Emergency Response Service (ERS) - continued****1. Definitions - continued**

"**Local subscriber**" is **Packetworks** end-user located within the local authority's boundaries who subscribes to any of **Packetworks**' exchange services.

"**Public safety answering point**" or "**PSAP**": see "Call answer centre."

"**SAG**" or "**street address guide**" means the databases that contain street names, address ranges, routing codes (if provided), and other data required to verify street address information which is entered into the 9-1-1 database and which is used for selective routing and transfer.

"**Serving area**" is the area from which 9-1-1 calls will be directed to a particular call answer centre as determined by the local authority.

**2. Service Description**

1. 9-1-1 emergency response service (9-1-1 ERS) is provided under the terms of this tariff, with the cooperation of the 9-1-1 service provider and the local authority, to **Packetworks**' end-users who are connected to **Packetworks**' network by any of **Packetworks**' exchange services. The provision of this service is subject to the availability of suitable facilities. This service provides for the transport of 9-1-1 dialled calls to call answer centres.
2. The service provides **Packetworks**' end-users with 9-1-1 three-digit-dial access to call answer centres serving their communities. **Packetworks** provides its end-users with access to the 9-1-1 code from each of its central offices to provide the service coverage specified by the local authority. Call answer and emergency response services are not provided by **Packetworks** as part of its 9-1-1 ERS.
3. The 9-1-1 call is delivered by the 9-1-1 service provider to a call answer centre operated by the local authority. The attendant at the call answer centre determines the nature of the emergency and forwards the call to the appropriate ERA. The answering attendants at the call answer centres and ERAs are supported by the following special features provided by the 9-1-1 service provider in accordance with its tariffs and agreements:
  1. Selective routing and transfer: The 9-1-1 service provider maintains a central database in its network that will automatically route the 9-1-1 call to a pre-assigned call answer centre based upon the ANI and/or ALI of the telephone line from which the 9-1-1 call originates.
  2. ALI: The 9-1-1 service provider maintains an ALI database.
  3. Integrity Check: This allows the call answer centre to verify that the 9-1-1 access lines to its bureaus are in working order.

**PART E Other Interconnection Services****ITEM 503. 9-1-1 Emergency Response Service (ERS) - continued****2. Service Description - continued**

The operation of the selective routing and transfer and ALI features is dependent upon the accuracy of Packetworks' records and information received from the local authority and others, such as new street information and boundary changes.

**3. Object**

1. In accordance with the terms and conditions of Packetworks' General Tariff, Packetworks shall fulfill its obligations under this tariff to make 9-1-1 ERS available to its end-users and shall be bound by the provisions of the tariff, unless a written agreement for the provision of 9-1-1 ERS is executed by Packetworks and the local authority.

**4. Conditions of Service**

1. As conditions of providing 9-1-1 ERS, Packetworks shall
  1. Make 9-1-1 ERS accessible to all local subscribers in the serving area;
  2. Provide 9-1-1 ERS through the network of the 9-1-1 service provider;
  3. Provide ANI and/or ALI data, routing data, and other necessary data to the 9-1-1 service provider which, in turn, shall provide such data to the call answer centre and ERAs as deemed appropriate by Packetworks, the local authority, and the 9-1-1 service provider;
  4. Maintain and update the SAG upon receipt of information provided and validated by the local authority regarding geographic data, including street names, addresses, and the borders of the serving areas and ESZs;
  5. Provide to the local authority at its designated call answer centre, in writing and in advance of offering local exchange services
    1. A telephone number that is accessible 24 hours a day, 7 days a week, for the purpose of reporting trouble with the 9-1-1 emergency calling system, and
    2. A facsimile number and/or alternative address, such as an e-mail address, to deal with problems with local subscribers' information and the SAG, and to update such information as requested; and
  6. Be responsible for any other requirements that are not specifically identified in the tariff and are related to matters of the kind listed in Item 503.4.1.

**PART E Other Interconnection Services****ITEM 503. 9-1-1 Emergency Response Service (ERS) - continued****5. Characteristics of Service**

1. 9-1-1 ERS permits the use of features including, but without being limited to, ANI and/or ALI, selective routing and transfer, and call control features. The availability and reliability of these features depend on the following:
  1. The terminal systems and the operating mode selected for the call answer centre and ERAs;
  2. The type of exchange service and the equipment and/or telephone systems from which 9-1-1 calls originate;
  3. The accuracy of the data, which itself is dependent upon the information provided by various sources (Packetworks, the local authority, the 9-1-1 service provider, other telecommunications carriers, Packetworks' end-users, etc.); and
  4. The characteristics and reliability of the 9-1-1 service provided by the 9-1-1 service provider, to the extent that Packetworks' participation in the provision of 9-1-1 ERS is dependent upon the 9-1-1 service provided by the 9-1-1 service provider.

**6. Confidentiality**

1. Any information provided by Packetworks to the local authority, its employees, servants, agents, and/or co-contractors pertaining to the design, development, implementation, operation, and maintenance of 9-1-1 ERS is confidential and shall be provided only to those persons who need to know the information for the purposes of providing 9-1-1 ERS.
2. Packetworks provides to the 9-1-1 service provider, for the operation of 9-1-1 ERS, the name, telephone number, class of service, and service location shown on Packetworks' ANI and ALI records as the address for Packetworks exchange services. Packetworks provides this information for all of its end-users. The 9-1-1 service provider in turn provides this information, and when required, the class of service, to the local authority when a 9-1-1 call is placed by one of Packetworks' end-users. The class of service and the service location, if it differs from the listed address, are provided on a confidential basis to the 9-1-1 service provider and, in turn, to the local authority for the sole purpose of responding to 9-1-1 emergency calls.

**PART E Other Interconnection Services****ITEM 503. 9-1-1 Emergency Response Service (ERS) - continued****6. Confidentiality - continued**

3. The information consisting of names, addresses, and telephone numbers of Packetworks' end-users whose listings are not published in directories or listed in directory assistance records is confidential. The party calling 9-1-1 waives the right to privacy under any of Packetworks' tariffs or agreements to the extent that the name, location, and telephone number associated with the originating telephone are furnished to the local authority operating a call answer centre.
4. Packetworks shall abide by all applicable legislation in effect with respect to the protection of privacy.

**7. Quality of 9-1-1 ERS**

1. Packetworks shall install and operate 9-1-1 ERS in a manner that meets quality standards generally accepted in North America for such services. The following are examples of the content of quality standards generally accepted in North America:
  1. Average of 0.1% blocking within the network;
  2. Diverse telephone networking capabilities;
  3. Updated ANI and/or ALI records in the 9-1-1 service provider's database; and
  4. Special call control features, such as bureau hold, emergency ringback, calling party disconnect signal, and forced disconnect.
2. Packetworks agrees to restore service as quickly as possible on a priority basis should there be any interruption, delay, mistake, or defect in its transmission or in its network facilities.

**8. Implementation**

1. The implementation of 9-1-1 ERS within the serving area shall be carried out pursuant to an implementation schedule to be mutually agreed on by Packetworks, the local authority, and the 9-1-1 service provider (the Parties). The implementation schedule may be changed by agreement of the Parties.

**PART E Other Interconnection Services****ITEM 503. 9-1-1 Emergency Response Service (ERS) - continued****9. Limitation of Liability**

1. Packetworks' liability for the performance of its obligations pursuant to this tariff shall be subject to and governed by Packetworks' Access Services Tariff Part A. Item 102.10.
2. Packetworks shall, during the term of this tariff, maintain sufficient insurance to cover its obligations under this tariff and shall provide evidence of same to the local authority, or, if Packetworks is self-insured, provide satisfactory evidence to the local authority that Packetworks is and will be, at all relevant times, in a position to successfully meet its monetary obligations stemming from liability under this tariff.

**10. Force Majeure**

1. Packetworks shall not be held responsible for any damages or delays as a result of war, invasion, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, floods, strikes, and, generally, as a result of any event that is beyond Packetworks' reasonable control.
2. The local authority may designate a back-up call answer centre to which 9-1-1 calls will be directed if the primary call answer centre is unable to accept the calls for any reason.
3. Packetworks shall, in the event of a disaster or force majeure, co-operate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.
4. The costs required to provide temporary replacement service shall be borne by Packetworks in accordance with Packetworks' obligations as indicated in Item 503.4 of this tariff.

**11. 9-1-1 Municipal Charges**

1. Upon request from the local authority, Packetworks will provide a billing and collection arrangement for local authorities participating in 9-1-1 ERS (billing and collection service) so that, subject to Item 503.11.6, it collects 9-1-1 municipal charges on behalf of the local authority monthly from its end-users for each of its exchange services.
2. Packetworks provides 9-1-1 municipal charges billing and collection service on the basis that Packetworks is given the local authority's accounts receivable for the 9-1-1 municipal charges for an amount equivalent to their full value, less a discount on the billed charges and less those charges that Packetworks' end-users have specifically and expressly refused to pay.

**PART E Other Interconnection Services****ITEM 503. 9-1-1 Emergency Response Service (ERS) - continued****11. 9-1-1 Municipal Charges - continued**

3. The 9-1-1 municipal charges billing and collection service is provided under the terms of this tariff and/or a billing and collection agreement that the local authority has entered into with Packetworks.
4. The 9-1-1 municipal charges billing and collection service is provided subject to the availability of suitable facilities.
5. Packetworks cannot suspend or terminate the provision of any of its exchange services to its end-users solely for the non-payment of these charges.
6. Notwithstanding Item 503.11.1, Packetworks may decide not to bill 9-1-1 municipal charges to its end-users or to bill only a portion of the municipal charges; however, Packetworks shall make any payments contemplated in Item 503.11.2 as if the municipal charges had been billed by Packetworks to its end-users.