

Xplornet Communications Inc.

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:

Aliant	Aliant Telecom Inc.
Bell	Bell Canada
Bell Aliant	Bell Aliant Regional Communications, Limited Partnership
IslandTel	Island Telecom Inc.
MTS	MTS Allstream Inc.
MTT	Maritime Tel & Tel Limited
NBTel	NBTel
NewTel	NewTel Communications
NorthernTel	NorthernTel, Limited Partnership
SaskTel	SaskTel
TBayTel	TBayTel
TCBC	TELUS Communications Company, operating in British Columbia
TCC	TELUS Communications Company
TCI	TELUS Communications Company, operating in Alberta
TCQ	TELUS Communications Company, operating in Quebec
Télébec	Télébec, société en commandite

Check Page

Table of Contents

	Page
Explanation of Symbols	1
Abbreviations of Companies Names	1
Check Page	2
Table of Contents	3
PART A. Definitions and General Terms	5
<i>ITEM 100. General</i>	5
<i>ITEM 101. Definitions</i>	6
<i>ITEM 102. General Rights and Obligations</i>	10
1. General	10
2. Effective Date of Changes.....	10
3. Obligation to Provide Service.....	10
4. Xplornet Communications Inc.'s Facilities	11
5. Xplornet Communications Inc.'s Right to Enter Premises	12
6. Deposits and Alternatives.....	12
7. Restrictions on Use of Services.....	13
8. Non-Disclosure of Confidential Information.....	13
9. Refunds in Cases of Service Problems - continued	14
10. Limitation of Xplornet Communications Inc.'s Liability	14
11. Payment	15
12. Liability for Unbilled and Underbilled Charges	15
13. Liability for Charges that Should Not Have Been Billed and Those That Were Overbilled	16
14. Minimum Contract Period.....	16
15. Telecommunications Provider - Initiated Cancellation or Termination of Service	16
16. Xplornet Communications Inc.-Initiated Suspension or Termination of Service	17
17. Assignment.....	19
18. Right of Access	19
<i>ITEM 103. Payment of Charges</i>	19
PART B. Interconnection with Local Exchange Carriers (LECs)	20
<i>ITEM 200. General</i>	20
<i>ITEM 201. Basic Listing Interchange File</i>	20
PART C. Interconnection with Interexchange Service Providers (IXSPs)	20
<i>ITEM 300. General</i>	20
PART D. Interconnection with Wireless Service Providers (WSPs)	21
<i>ITEM 400. General</i>	21
PART E. Other Interconnection Services	22
<i>ITEM 500. General</i>	22
<i>ITEM 501. Call Routing - Location Routing Number (LRN) Absent</i>	22
<i>ITEM 502. Port-Out Cancellation Charge</i>	22
<i>ITEM 503. 9-1-1 Emergency Response Service (ERS)</i>	22
1. Definitions.....	22
2. Service Description	23
3. Object	24
4. Conditions of Service	24
5. Characteristics of Service	25
6. Confidentiality.....	25

7. Quality of 9-1-1 ERS 26
8. Implementation..... 26
9. Limitation of Liability 27
10. Force Majeure..... 27
11. 9-1-1 Municipal Charges 27

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

This Tariff sets out the rates, terms and conditions that apply to the provision by **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** to **Xplornet Communications Inc.**’s end-customers or to resellers of **Xplornet Communications Inc.** local services.

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

Unless otherwise specified in the Tariff, where rates are listed by ILEC operating territory, **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** or that is controlled by the same person that controls **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.’s** facilities to provide access to **Xplornet Communications Inc.’s** 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.

“MALI” means the form of agreement approved by the CRTC governing interconnection between two LECs entitled “Master Agreement for Interconnection Between Local Exchange Carriers (LECs)”.

“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 **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** and includes a LEC, an IXSP and a WSP operating in the same exchange as **Xplornet Communications Inc.**

“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 **Xplornet Communications Inc.’s** 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 **Xplornet Communications Inc.** and Telecommunications Providers in connection with the interconnection services provided under this Tariff.

1. General

1. The offer of interconnection services by Xplornet Communications Inc. 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 **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** pursuant to an obligation to serve.
2. Notwithstanding **Xplornet Communications Inc.**'s obligation to offer the services under this Tariff, **Xplornet Communications Inc.** is not required to provide interconnection service to a Telecommunications Provider where:
 1. the Telecommunications Provider owes amounts to **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** does not provide service on an application by a Telecommunications Provider, it must provide written explanation upon request.

4. Xplornet Communications Inc.'s Facilities

1. Upon termination of service, the Telecommunications Provider must return any equipment provided by **Xplornet Communications Inc.**
2. **Xplornet Communications Inc.** must bear the expense of maintenance and repairs required due to normal wear and tear to its facilities, except that **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.'s** facilities, may be charged the cost of restoration or replacement. In all cases, Telecommunications Providers are liable for damage caused to **Xplornet Communications Inc.'s** 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 **Xplornet Communications Inc.**, **Xplornet Communications Inc.** must initiate trouble repair procedures at such time.

PART A Definitions and General Terms**ITEM 102. General Rights and Obligations – continued****5. Xplornet Communications Inc.’s Right to Enter Premises - continued**

Unless otherwise expressly permitted in this Tariff, a written agreement, or under any guidelines applicable to **Xplornet Communications Inc.** and the Telecommunications Provider and approved by the CRTC, **Xplornet Communications Inc.**, 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 **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** identification must be shown to the Telecommunications Provider, at the Telecommunications Provider’s request, prior to entering the premises.

6. Deposits and Alternatives

1. **Xplornet Communications Inc.** may require deposits from a Telecommunications Provider:
 1. which has no credit history with **Xplornet Communications Inc.** and will not provide satisfactory credit information;
 2. which has an unsatisfactory credit rating with **Xplornet Communications Inc.** due to previous payment practices with **Xplornet Communications Inc.**; or
 3. where the provision of the interconnection services to the Telecommunications Provider clearly presents an abnormal risk of loss.
2. **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.**.
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 Canadian Chartered Bank of the Company's choice], 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 **Xplornet Communications Inc.**’s next billing statement.
5. **Xplornet Communications Inc.** 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. **Xplornet Communications Inc.** 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, **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** or allow the interconnection services to be used for a purpose or in a manner contrary to any applicable law or regulation.
2. Neither **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.**'s Tariffs; or
 3. where otherwise expressly permitted by the provisions of an applicable interconnection agreement.

In all cases **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** for use of any of **Xplornet Communications Inc.**'s interconnection services except where otherwise stipulated in **Xplornet Communications Inc.**'s Tariffs, or by the provisions of an applicable interconnection agreement.

8. Non-Disclosure of Confidential Information

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

PART A Definitions and General Terms**ITEM 102. General Rights and Obligations – continued****8. Non-Disclosure of Confidential Information - continued**

shall protect the Telecommunications Provider's confidential information to the same standard.

9. Refunds in Cases of Service Problems - continued

Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in **Xplornet Communications Inc.**'s facilities, **Xplornet Communications Inc.**'s 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 **Xplornet Communications Inc.** is advised of the problem. However, where the problem is occasioned by **Xplornet Communications Inc.**'s negligence, **Xplornet Communications Inc.** is also liable for the amount calculated in accordance with Item 102.10.2.

10. Limitation of Xplornet Communications Inc.'s Liability

1. These Terms do not limit **Xplornet Communications Inc.**'s liability in cases of deliberate fault, gross negligence, anti-competitive conduct, breach of contract where the breach results from the gross negligence of **Xplornet Communications Inc.**, 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, **Xplornet Communications Inc.**'s liability for negligence, and for breach of contract where the breach results from the negligence of **Xplornet Communications Inc.**, is limited to three times the amounts refunded or cancelled in accordance with Item 102.9, as applicable.
3. **Xplornet Communications Inc.** is not responsible for:
 1. libel, slander, defamation or the infringement of copyright or other unlawful activity arising from material or messages transmitted over **Xplornet Communications Inc.**'s facilities;
 2. the infringement of patents arising from the combining or using of the Telecommunications Provider's facilities with **Xplornet Communications Inc.**'s 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 **Xplornet Communications Inc.**.
4. When facilities of third parties are used in establishing connections to or from facilities under the control of a Telecommunications Provider, **Xplornet Communications Inc.** is not liable for any act, omission or negligence of the third party.
5. In the provision of interconnection services, **Xplornet Communications Inc.** 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, **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** demands payment, whichever comes later.
3. No charge disputed by a Telecommunications Provider can be considered past due unless **Xplornet Communications Inc.** 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 MALI shall be followed and the Telecommunications Provider must pay the undisputed portion of the billing statement. **Xplornet Communications Inc.** shall provide to the Telecommunications Provider a copy of Schedule E.
4. **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** has reasonable grounds for believing that the Telecommunications Provider intends to defraud **Xplornet Communications Inc.**

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 **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** within a period of 150 days from the date it was incurred.
2. In the circumstances described in Item 102.12.1, **Xplornet Communications Inc.** 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, **Xplornet Communications Inc.** must attempt to negotiate a reasonable deferred payment agreement.

PART A Definitions and General Terms**ITEM 102. General Rights and Obligations - continued****12. Liability for Unbilled and Underbilled Charges - continued**

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.

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 **Xplornet Communications Inc.**'s 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 **Xplornet Communications Inc.**'s Tariffs or an agreement between **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** Installation work is considered to have started when the Telecommunications Provider has advised **Xplornet Communications Inc.** to proceed, and **Xplornet Communications Inc.** 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

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

any other disbursements resulting from the installation and removal work.

2. A Telecommunications Provider which gives **Xplornet Communications Inc.** 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, **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.**'s interconnection services of equal or greater value to the cancelled interconnection service.

16. Xplornet Communications Inc.-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. **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** with reasonable entry and access in conformity with Item 102.5.1;
 5. uses or permits others to use any of **Xplornet Communications Inc.**'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 **Xplornet Communications Inc.** pursuant to Item 102.11.4.
3. **Xplornet Communications Inc.** 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

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

termination, provided payment is being made for undisputed outstanding amounts and **Xplornet Communications Inc.** does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.

4. Prior to suspension or termination, **Xplornet Communications Inc.** 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, **Xplornet Communications Inc.** 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, **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.**
9. In the case of interconnection services that have been suspended, unless suspension occurs during the minimum contract period, **Xplornet Communications Inc.** must make a daily pro rata allowance based on the

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

monthly charge for such interconnection services.

10. **Xplornet Communications Inc.** 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, **Xplornet Communications Inc.** must restore service the next day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

17. Assignment

The Telecommunications Provider cannot assign its rights or obligations pursuant to this Tariff without having obtained the prior written consent of **Xplornet Communications Inc.**, 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 **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** 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, **Xplornet Communications Inc.** may assess a late-payment charge, which provides for administration and carrying charges related to accounts that are owed to **Xplornet Communications Inc.** and are in arrears. The late-payment charge applies when **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.**'s website.

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 **Xplornet Communications Inc.** and those of Telecommunications Providers that are LECs.

A LEC that wishes to interconnect with **Xplornet Communications Inc.** must also enter into an interconnection agreement with **TELUS** in the form of the MALI.

Xplornet Communications Inc. has entered into an agreement with **TELUS** wherein **TELUS** will allow **Xplornet Communications Inc.** to interchange traffic via the **TELUS** network, and such traffic will be treated by **TELUS** in the same manner as traffic interchanged with **TELUS**.

LECs that wish to port numbers with **Xplornet Communications Inc.** shall do so via **TELUS** pursuant to a MALI with **TELUS**. **Xplornet Communications Inc.** will obtain numbers from **TELUS** and has made arrangements with **TELUS** to treat porting requests for **Xplornet Communications Inc.** numbers in the same manner as it treats porting requests for **TELUS** numbers.

PART B Interconnection with Local Exchange Carriers (LECs)**ITEM 201. Basic Listing Interchange File**

Basic Listing Interchange File (“BLIF”) service is available to LECs operating in Canada for **Xplornet Communications Inc.**’s subscribers as part of the **TELUS** BLIF process. LECs can enter into a BLIF Agreement with **TELUS** subject to the terms set out in **TELUS**’ tariffs.

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

Xplornet Communications Inc. will provide interconnection with M/C interexchange service providers through **TELUS**.

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 **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** must be authorized by Industry Canada to provide public mobile radio service in those areas where interconnection is requested. A WSP that wish to interchange traffic with **Xplornet Communications Inc.** may obtain interconnection services from **TELUS**. A WSP may obtain interconnection services from any other LEC in **Xplornet Communications Inc.**'s serving area. WSPs may also need to enter into an interconnection agreement with the LEC providing the interconnection services.

LECs that wish to port numbers with CRRS shall do so via the **TELUS** business office pursuant to a MALI or INPOA with **TELUS**. **Xplornet Communications Inc.** has made arrangements with **TELUS** to treat porting requests for **Xplornet Communications Inc.** numbers in the same manner as it treats porting requests for **TELUS** 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 **Xplornet Communications Inc.**'s facilities with those of Telecommunications Providers.

ITEM 501. Call Routing - Location Routing Number (LRN) Absent

Telecommunications Providers that require Call Routing - LRN Absent service in order to interchange traffic with **Xplornet Communications Inc.** may obtain it from **TELUS** pursuant to **TELUS**' tariff or agreement.

ITEM 502. Port-Out Cancellation Charge

Telecommunications Providers that cancel port-out requests may be subject to **TELUS**' tariff for Port-Out Cancellation Charges.

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 Alianza Global Communications Services, LLC.

"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.

ITEM 503. 9-1-1 Emergency Response Service (ERS)**1. Definitions - continued**

"**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 **Xplornet Communications Inc.** to its end-users.

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

"**Local subscriber**" is **Xplornet Communications Inc.** end-user located within the local authority's boundaries who subscribes to any of **Xplornet Communications Inc.**'s 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.

"**Third party service provider**" or "**TPSP**" means an independent provider of 9-1-1 call answering services that is an intermediary between the 9-1-1 service provider and the PSAP.

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, TPSP, and the local authority, to **Xplornet Communications Inc.**'s end-users who are connected to **Xplornet Communications Inc.**'s network by any of **Xplornet Communications Inc.**'s 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.

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

2. The service provides **Xplornet Communications Inc.**'s end-users with 9-1-1 three-digit-dial access to call answer centres serving their communities. **Xplornet Communications Inc.** provides its end-users with access to 9-1-1 services over its network to provide the service coverage specified by the local authority. Call answer and emergency response services are not directly provided by **Xplornet Communications Inc.** as part of its 9-1-1 ERS.
3. The 9-1-1 call is delivered by Xplornet to the 9-1-1 service provider which then delivers it to a TPSP pursuant to an agreement between the 9-1-1 service provider and TPSP. The attendant at the TPSP call center verbally determines the nature of the emergency and the location of the caller, verifies the location as a valid postal address, and then connects the call to the appropriate PSAP and verbally relays the information to the call answer center attendant. The PSAP forwards the call to the appropriate ERA. The TPSP attendants remain on the calls until it is determined that they are no longer needed by the PSAP. The answering attendants at the TPSP and PSAP are supported by the following special feature:
 1. Xplornet Subscriber Database: In conjunction with the **Xplornet Communications Inc.** and the 9-1-1 service provider, the TPSP maintains a central database in its network of address/location data with respect to the telephone subscriber account from which the 9-1-1 call originates.

The operation of the selective routing and transfer and ALI features is dependent upon the accuracy of **Xplornet Communications Inc.**'s 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 **Xplornet Communications Inc.**'s General Tariff, **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** and the local authority.

4. Conditions of Service

1. As a condition of providing 9-1-1 ERS, **Xplornet Communications Inc.** shall
 1. Make 9-1-1 ERS accessible to all local subscribers in the serving area;
 2. Provide 9-1-1 ERS through its network;

PART E Other Interconnection Services**ITEM 503. 9-1-1 Emergency Response Service (ERS) - continued****4. Conditions of Service - continued**

3. Provide Xplornet Subscriber Database data and other necessary data to the 9-1-1 service provider which, in turn, shall provide such data to the TPSP which, in turn, shall provide such data to the call answer centre;
4. Through the 9-1-1 service provider, acting through the TPSP, 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 to update such information as requested; and
5. 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.

5. Characteristics of Service

1. The availability and reliability of **Xplornet Communications Inc.**'s 9-1-1 ERS depends on the following:
 1. The equipment and/or communications systems from which 9-1-1 calls originate;
 2. The accuracy of the data, which itself is dependent upon the information provided by various sources (**Xplornet Communications Inc.**, the local authority, the 9-1-1 service provider, other telecommunications carriers, **Xplornet Communications Inc.**'s end-users, etc.); and
 3. The characteristics and reliability of the 9-1-1 service provided by the 9-1-1 service provider, to the extent that **Xplornet Communications Inc.**'s 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 **Xplornet Communications Inc.** 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.

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

2. **Xplornet Communications Inc.** 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 (in each case as provided by the customer of **Xplornet Communications Inc.**) shown on **Xplornet Communications Inc.**'s records. **Xplornet Communications Inc.** provides this information for all of its end-users. The 9-1-1 service provider, acting through the TPSP, 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 **Xplornet Communications Inc.**'s 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, through the TPSP, to the local authority for the sole purpose of responding to 9-1-1 emergency calls.
3. The information consisting of names, addresses, and telephone numbers of **Xplornet Communications Inc.**'s 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 **Xplornet Communications Inc.**'s 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. **Xplornet Communications Inc.** shall abide by all applicable legislation in effect with respect to the protection of privacy.

7. Quality of 9-1-1 ERS

1. **Xplornet Communications Inc.** shall install and operate 9-1-1 ERS in a manner that meets quality standards generally accepted in North America for such services. The TPSP will use commercially reasonable efforts, consistent with the best industry standards and networking capabilities to achieve a call answer rate of 90% of customers calls answered within 10 seconds. C/N
2. **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.**, 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. **Xplornet Communications Inc.**'s liability for the performance of its obligations pursuant to this tariff shall be subject to and governed by **Xplornet Communications Inc.**'s Access Services Tariff Item #102, Limitation of **Xplornet Communications Inc.**'s Liability.
2. **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** is self-insured, provide satisfactory evidence to the local authority that **Xplornet Communications Inc.** 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. **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.**'s 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. **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.** in accordance with **Xplornet Communications Inc.**'s obligations as indicated in Item 503.4 of this tariff.

11. 9-1-1 Municipal Charges

1. Upon request from the local authority, **Xplornet Communications Inc.** 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. **Xplornet Communications Inc.** provides 9-1-1 municipal charges billing and collection service on the basis that **Xplornet Communications Inc.** 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 **Xplornet Communications Inc.**'s 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 **Xplornet Communications Inc.**
4. The 9-1-1 municipal charges billing and collection service is provided subject to the availability of suitable facilities.
5. **Xplornet Communications Inc.** 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, **Xplornet Communications Inc.** 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, **Xplornet Communications Inc.** shall make any payments contemplated in Item 503.11.2 as if the municipal charges had been billed by **Xplornet Communications Inc.** to its end-users.