CRTC 21800 Xittel telecommunications (Xittel)

CLEC GENERAL TARIFF

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

Issue Date: April 30, 2021

Effective Date: April 30, 2021

Xittel Tariff Notice 3

Explanation of Symbols

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

А	Increase in rate or charge
С	Change in wording
D	Discontinued rate or regulation
F	Reformatting of existing material with no change to rate or charge
М	Matter moved from its previous location
Ν	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 Telecom Inc.
Bell Canada
Bell Aliant Regional Communications, Limited Partnership
Island Telecom Inc.
MTS Allstream Inc.
Maritime Tel & Tel Limited
NBTel
NewTel Communications
NorthernTel, Limited Partnership
SaskTel
TBayTel
TELUS Communications Company, operating in British Columbia
TELUS Communications Company
TELUS Communications Company, operating in Alberta
TELUS Communications Company, operating in Quebec
Télébec, société en commandite

Check Page

Issue Date: January 30, 2009

Xittel Tariff Notice 1

Table of Contents

	Page
Explanation of Symbols	1
Check Page	2
Table of Contents	3
PART A Definitions and General Terms	5
ITEM 100. General	5
ITEM 101. Definitions	6
ITEM 102. General Rights and Obligations	10
 General Effective Date of Changes Obligation to Provide Service Xittel Facilities Xittel Right to Enter Premises Deposits and Alternatives Restrictions on Use of Services Non-Disclosure of Confidential Information Refunds in Cases of Service Problems Limitation of Xittel Liability Payment Liability for Unbilled and Underbilled Charges Liability for Charges that Should Not Have Been Billed and Those That Were Overbilled Minimum Contract Period Telecommunications Provider - Initiated Cancellation or Termination of Service Xittel -Initiated Suspension or Termination of Service Right of Access <i>ITEM 103. Payment of Charges</i> 	$ \begin{array}{c} 10\\ 10\\ 11\\ 12\\ 12\\ 13\\ 14\\ 14\\ 14\\ 14\\ 15\\ 16\\ 16\\ 17\\ 17\\ 17\\ 19\\ 20\\ 21\\ \end{array} $
PART B Interconnection with Local Exchange Carriers (LECs)	22
ITEM 200. General	22
ITEM 201. Compensation for Traffic Termination	23
 Termination of Intra-Exchange or Intra LIR Traffic Termination of Traffic from Exchanges within ILEC Local Calling Area ITEM 202. Basic Listing Interchange File 	23 29 <i>31</i>
PART C Interconnection with Interexchange Service Providers (IXSPs)	34
ITEM 300. General	34
ITEM 301. Terms and Conditions Applicable to Interconnection with IXSPs	35
ITEM 302. Trunk-side Access	39
 Feature Group D Interconnecting Circuits Switching and Aggregation CCS7 Signalling Primary Interexchange Carrier (PIC) Processing Carrier Network Profile Change ITEM 303. Network Announcements for Customers of Disconnected IXSPs with Trunk-side Access 	39 40 41 43 45 46
ITEM 304. Bulk Transfer of End-Customer Base Between IXSPs	48
Issue Date: January 30, 2009 Effective Date: Febru Xittel Tariff Notice 1	ary 16, 2009

Xittel Tariff Notice 1

ITEM 305.	Billing and Collection Service	49
PART D Int	terconnection with Wireless Service Providers (WSPs)	52
ITEM 400.	General	52
ITEM 401.	Terms and Conditions Applicable to Interconnection with WSPs	53
ITEM 402.	Trunk-side Access	56
ITEM 403.	Line-side Access	60
PART E Ot	her Interconnection Services	67
ITEM 500.	General	67
ITEM 501.	Call Routing - Location Routing Number (LRN) Absent	68
ITEM 502.	Port-Out Cancellation Charge	69

Xittel Tariff Notice 1

ITEM 100. General

This Tariff sets out the rates, terms and conditions that apply to the provision by **Xittel telecommunications** 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 **Xittel** to **Xittel** end-customers or to resellers of **Xittel** local services.

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

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

In the remainder of this tariff, the shorter abbreviation **Xittel** is used to mean the full name of the enterprise, i.e. **Xittel telecommunications.**

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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 Xittel or that is controlled by the same person that controls Xittel 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 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 outof-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.

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 noncontinuous 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 **Xittel** facilities to provide access to **Xittel** local switched telephone network.

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

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 **Xittel** as its gateway for purposes of interconnecting to Telecommunications Providers in an exchange.

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 **Xittel** 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 **Xittel** and includes a LEC, an IXSP and a WSP operating in the same exchange as **Xittel**.

"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 **Xittel** 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.

ITEM 102. General Rights and Obligations

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

1. General

- 1. The offer of interconnection services by **Xittel** to Telecommunications Providers under this Tariff is subject to the following:
 - 1. the general rights and obligations contained in these Terms;
 - 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 Xittel 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.
- 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 **Xittel** pursuant to an obligation to serve.

ITEM 102. General Rights and Obligations – continued

- 3. Obligation to Provide Service continued
 - Notwithstanding Xittel obligation to offer the services under this Tariff, Xittel is not required to provide interconnection service to a Telecommunications Provider where:
 - 1. the Telecommunications Provider owes amounts to **Xittel** that are past due, other than as a guarantor;
 - the Telecommunications Provider does not provide to Xittel 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 Xittel 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 **Xittel** does not provide service on an application by a Telecommunications Provider, it must provide written explanation upon request.

4. Xittel Facilities

- 1. Upon termination of service, the Telecommunications Provider must return any equipment provided by **Xittel**.
- 2. Xittel must bear the expense of maintenance and repairs required due to normal wear and tear to its facilities, except that Xittel 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 Xittel facilities, may be charged the cost of restoration or replacement. In all cases, Telecommunications Providers are liable for damage caused to Xittel facilities by any facilities provided by the Telecommunications Provider or its customer.

ITEM 102. General Rights and Obligations - continued

- 4. Xittel Facilities continued
 - Where the Telecommunications Provider reports trouble in relation to the interconnection services to Xittel, Xittel must initiate trouble repair procedures at such time.

5. Xittel Right to Enter Premises

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

6. Deposits and Alternatives

- 1. Xittel may require deposits from a Telecommunications Provider:
 - 1. which has no credit history with **Xittel** and will not provide satisfactory credit information;
 - 2. which has an unsatisfactory credit rating with **Xittel** due to previous payment practices with **Xittel**; or
 - 3. where the provision of the interconnection services to the Telecommunications Provider clearly presents an abnormal risk of loss.
- Xittel 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 Xittel.
- 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 National Bank of Canada, 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

ITEM 102. General Rights and Obligations - continued

6. Deposits and Alternatives - continued

refund of the deposit, and will be reflected on **Xittel** next billing statement.

- 5. **Xittel** will show the total principal amount of deposits held on each Telecommunications Provider's billing statement.
- 6. Xittel 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, Xittel 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.
- At no time may the amount of all deposits and alternatives provided exceed 3 months of charges for all interconnection services provided by Xittel to the Telecommunications Provider under this Tariff.

7. Restrictions on Use of Services

- A Telecommunications Provider may not use the interconnection services provided by **Xittel** or allow the interconnection services to be used for a purpose or in a manner contrary to any applicable law or regulation.
- 2. Neither **Xittel** 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 Xittel Tariffs; or
 - where otherwise expressly permitted by the provisions of an applicable interconnection agreement.

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

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

ITEM 102. General Rights and Obligations - continued

8. Non-Disclosure of Confidential Information

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

9. Refunds in Cases of Service Problems

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

10. Limitation of Xittel Liability

- These Terms do not limit Xittel liability in cases of deliberate fault, gross negligence, anti-competitive conduct, breach of contract where the breach results from the gross negligence of Xittel, or disclosure of confidential information contrary to Item 102.8.
- Except with regard to physical injuries, death, or damage to a Telecommunications Provider's premises or other property, occasioned by its negligence, **Xittel** liability for negligence, and for breach of contract where the breach results from the negligence of **Xittel**, is limited to three times the amounts refunded or cancelled in accordance with Item 102.9, as applicable.
- 3. Xittel is not responsible for:
 - libel, slander, defamation or the infringement of copyright or other unlawful activity arising from material or messages transmitted over **Xittel** facilities;
 - the infringement of patents arising from the combining or using of the Telecommunications Provider's facilities with Xittel facilities; or

Original Page 15

PART A Definitions and General Terms

ITEM 102. General Rights and Obligations - continued

10. Limitation of Xittel Liability - continued

- 3. damages arising out of the act, default, neglect or omission of the Telecommunications Provider in the use or operation of facilities provided by **Xittel**.
- When facilities of third parties are used in establishing connections to or from facilities under the control of a Telecommunications Provider, Xittel is not liable for any act, omission or negligence of the third party.
- 5. In the provision of interconnection services, **Xittel** is not responsible to the Telecommunications Provider's customer for end-to-end service.

11. Payment

- 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, Xittel 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 Xittel demands payment, whichever comes later.
- 3. No charge disputed by a Telecommunications Provider can be considered past due unless Xittel 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. Xittel shall provide to the Telecommunications Provider a copy of Schedule E.
- 4. Xittel 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 Xittel has reasonable grounds for believing that the Telecommunications Provider intends to defraud Xittel.

Original Page 16

PART A Definitions and General Terms

ITEM 102. General Rights and Obligations - continued

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:
 - in the case of a recurring charge, it is correctly billed by Xittel 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 **Xittel** within a period of 150 days from the date it was incurred.
- In the circumstances described in Item 102.12.1, Xittel 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, Xittel 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.

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.

ITEM 102. General Rights and Obligations - continued

14. Minimum Contract Period

The minimum contract period for **Xittel** 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 **Xittel** Tariffs or an agreement between **Xittel** and the Telecommunications Provider.

15. Telecommunications Provider - Initiated Cancellation or Termination of Service

- A Telecommunications Provider which cancels or delays a request for service before installation work has started cannot be charged by Xittel. Installation work is considered to have started when the Telecommunications Provider has advised Xittel to proceed, and Xittel 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.
- A Telecommunications Provider which gives Xittel 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, Xittel 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 Xittel's interconnection services of equal or greater value to the cancelled interconnection service.

16. Xittel -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. **Xittel** may suspend or terminate a Telecommunications Provider's service only where the Telecommunications Provider:

ITEM 102. General Rights and Obligations - continued

- 16. Xittel -Initiated Suspension or Termination of Service continued
 - 1. fails to pay an amount owing by the Telecommunications Provider that is past due, provided that **Xittel** 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;
 - fails to comply with the provisions of a deferred payment agreement;
 - 4. repeatedly fails to provide **Xittel** with reasonable entry and access in conformity with Item 102.5.1;
 - uses or permits others to use any of Xittel 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 **Xittel** pursuant to Item 102.11.4.
 - 3. Xittel may not suspend or terminate service in the following circumstances:
 - where the Telecommunications Provider is prepared to enter into and honour a reasonable deferred payment agreement; or
 - where there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and **Xittel** 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, **Xittel** must provide the Telecommunications Provider with reasonable advance notice, stating:
 - the reason for the proposed suspension or termination and the amount owing, if any;
 - 2. the scheduled suspension or termination date; and
 - 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).
 - Where repeated efforts to contact the Telecommunications Provider have failed, Xittel 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.

- ITEM 102. General Rights and Obligations continued
- 16. Xittel -Initiated Suspension or Termination of Service continued
 - In addition to the notice required by Item 102.16.4, Xittel 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;
 - immediate action must be taken to protect Xittel from network harm resulting from facilities controlled or provided by the Telecommunications Provider; or
 - the suspension or termination occurs by virtue of a failure to provide payment when requested by Xittel pursuant to Item 102.11.4.
 - 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 **Xittel**.
 - In the case of interconnection services that have been suspended, unless suspension occurs during the minimum contract period, Xittel must make a daily pro rata allowance based on the monthly charge for such interconnection services.
 - Xittel 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, **Xittel** 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 **Xittel**, which consent shall not unreasonably be withheld.

ITEM 102. General Rights and Obligations - continued

18. Right of Access

When a Telecommunications Provider offers services to tenants within a multi-tenant building, it must provide **Xittel** 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 **Xittel** rather than, or in addition to, services from the Telecommunications Provider.

ITEM 103. Payment of Charges

- 1. The customer is responsible for payment to **Xittel** 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.
- Notwithstanding any other provisions in this General Tariff, Xittel may assess a late-payment charge, which provides for administration and carrying charges related to accounts that are owed to Xittel and are in arrears. The latepayment charge applies when Xittel has not received payment within 30 days of the billing date.
- 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 http://www.xittel.net.

ITEM 200. General

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

Interconnection between **Xittel** and a LEC will be made on a per LIR basis. The only exception will be for LECs that are interconnected with **Xittel** on a per-exchange basis as of 29 May 2006, in which case moves, additions and changes will be permitted within these exchanges to the extent permitted by the MALI between **Xittel** and the LEC.

When a LEC is planning to migrate from the exchange-based interconnection regime to the LIR-based interconnection regime, it must respect the terms and conditions and the modification process set out in its existing interconnection agreement with **Xittel**.

ITEM 201. Compensation for Traffic Termination

1. Termination of Intra-Exchange or Intra LIR Traffic

- Traffic imbalance may occur for traffic that is interchanged between Xittel and a LEC over designated Bill and Keep trunks. Subject to Item 201.1.2 below that applies to existing exchange based interconnection, where a traffic imbalance exists, the party which originates less traffic than it terminates is entitled to compensation. It is the responsibility of the party entitled to compensation (i.e., in whose favour the imbalance exists) to detect and apply charges for the imbalance.
- For existing exchange-based interconnection, neither Xittel nor any LEC is obligated to pay compensation for traffic termination to the other party where a traffic imbalance occurs within 6 months of the LEC's launch of commercial service within the relevant exchange.
- For existing exchange-based interconnection, Xittel will notify the LEC of any imbalance in Xittel favour that is detected for 3 consecutive months on specific trunk groups (the "initial imbalance").
- 4. If **Xittel** detects a traffic imbalance in its favour, subsequent to the initial imbalance that applies for existing exchange-based interconnection, it shall notify the LEC as soon as possible. The rates specified below apply in respect of the month **following** such notification.
- 5. The charge for any month is calculated for each trunk required at the busiest period of that month on the basis of actual traffic imbalance in the month. The non-recurring rates specified below apply, beginning with the month in respect of which notice is first provided, for as long as the imbalance exists.

ITEM 201. Compensation for Traffic Termination - continued

Territory	Up to 24 trunks,	Up to 48 trunks,	Up to 72 trunks,	Up to 96 trunks,	More than 96 trunks			
Territory	each trunk (\$)	each trunk (\$)	each trunk (\$)	each trunk (S)	each trunk (\$)			
Alberta								
Greater than 20%								
Greater than 40%		TCIC	RTC 18008, Item 2	15.4(2)(b)(i)				
Greater than 60%								
British Columbia								
Greater than 20%								
Greater than 40%		TCBC	CRTC 1017, Item	105(D)(4)(a)				
Greater than 60%								
Manitoba								
Greater than 20%								
Greater than 40%		MTS (CRTC 24006, Item	105(4)(D)(1)				
Greater than 60%								
New Brunswick								
Greater than 20%								
Greater than 40%		Aliant	CRTC 21491, Item	646(3)(b)(i)				
Greater than 60%								
Newfoundland								
Greater than 20%				()) () () () () () () () () (
Greater than 40%		Aliant CRTC 21491, Item 646(3)(h)(i)						
Greater than 60%			and the second second					
Nova Scotia								
Greater than 20%								
Greater than 40%]	Aliant	CRTC 21491, Item	646(3)(h)(i)				
Greater than 60%								
Ontario/Quebec ¹								
Greater than 20%		Bell	CRTC 7516, Item 1	05(4)(d)(1)				
Greater than 40%								
Greater than 60%		Bell Alia	nt CRTC 21562, Ite	an 105(4)(0)(1)				
Quebec ²								
Greater than 20%								
Greater than 40%		Télébe	e CRTC 25140, Ite	m 7.8.4(8)(a)				
Greater than 60%								
Quebec ³								
Greater than 20%								
Greater than 40%]	TCQ (CRTC 25082, Item	1.05.04(d)(1)				
Greater than 60%								
Prince Edward Island	d							
Greater than 20%								
Greater than 40%]	Aliant	CRTC 21491, Item	1646(3)(g)(i)				
Greater than 60%	1							

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

2. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

3. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

Issue Date: January 30, 2009

Xittel Tariff Notice 1

ITEM 201. Compensation for Traffic Termination - continued

	T	ermination of LEC	Intra LIR Traffic				
Territory	Up to 24 trunks, each trunk (\$)	Up to 48 trunks, each trunk (\$)	Up to 72 trunks, each trunk (\$)	Up to 96 trunks, each trunk (S)	More than 96 trunks, each trunk (\$)		
Alberta							
Greater than 10%							
Greater than 20%							
Greater than 30%							
Greater than 40%							
Greater than 50%	TCI CRTC 18008, Item 215,4(2)(b)(i)						
Greater than 60%							
Greater than 70%							
Greater than 80%							
Greater than 90%							
British Columbia							
Greater than 10%							
Greater than 20%							
Greater than 30%							
Greater than 40%							
Greater than 50%		TCBC C	RTC 1017, Item 1	05(D)(4)(a)			
Greater than 60%							
Greater than 70%							
Greater than 80%							
Greater than 90%							
Manitoba							
Greater than 10%	1						
Greater than 20%							
Greater than 30%							
Greater than 40%							
Greater than 50%		MTS CR	TC 24006, Item 1	05(4)(D)(1)			
Greater than 60%							
Greater than 70%							
Greater than 80%							
Greater than 90%							
New Brunswick							
Greater than 10%							
Greater than 20%							
Greater than 30%							
Greater than 40%							
Greater than 50%		Aliant Cl	RTC 21491, Item	646(3)(h)(ii)			
Greater than 60%							
Greater than 70%							
Greater than 80%							
Greater than 90%							

Issue Date: January 30, 2009

Xittel Tariff Notice 1

	T	ermination of LEC	Intra LIR Traffic					
Territory	Up to 24 trunks, each trunk (S)	Up to 48 trunks, each trunk (S)	Up to 72 trunks, each trunk (\$)	Up to 96 trunks, each trunk (\$)	More than 90 trunks, each trunk (\$)			
Newfoundland								
Greater than 10%								
Greater than 20%								
Greater than 30%								
Greater than 40%								
Greater than 50%		Aliant CRTC 21491, Item 646(3)(h)(ii)						
Greater than 60%								
Greater than 70%								
Greater than 80%								
Greater than 90%								
Nova Scotia								
Greater than 10%								
Greater than 20%								
Greater than 30%								
Greater than 40%								
Greater than 50%		Aliant CF	CTC 21491, Item 6	646(3)(h)(ii)				
Greater than 60%								
Greater than 70%								
Greater than 80%								
Greater than 90%								
Ontario ¹								
Greater than 10%	2.15	3.36	3.73	3.93	4.03			
Greater than 20%	3.57	5.61	6.22	6.55	6.72			
Greater than 30%	5.02	7.86	8.72	9.17	9.41			
Greater than 40%	6.44	10.10	11.21	11.79				
Greater man 4070		*			12.10			
Greater than 50%	7.87	12.35	13.70	14.42	12.10 14.78			
	7.87 9.31	12.35 14.59						
Greater than 50%			13.70	14.42	14.78			
Greater than 50% Greater than 60%	9.31	14.59	13.70 16.20	14.42 17.03	14.78 17.47			
Greater than 50% Greater than 60% Greater than 70%	9.31 10.73	14.59 16.85	13.70 16.20 18.69	14.42 17.03 19.65	14.78 17.47 20.16			
Greater than 50% Greater than 60% Greater than 70% Greater than 80% Greater than 90%	9.31 10.73 12.17	14.59 16.85 19.10	13.70 16.20 18.69 21.18	14.42 17.03 19.65 22.27	14.78 17.47 20.16 22.86			
Greater than 50% Greater than 60% Greater than 70% Greater than 80% Greater than 90%	9.31 10.73 12.17	14.59 16.85 19.10	13.70 16.20 18.69 21.18	14.42 17.03 19.65 22.27	14.78 17.47 20.16 22.86			
Greater than 50% Greater than 60% Greater than 70% Greater than 80% Greater than 90% Ontario ²	9.31 10.73 12.17	14.59 16.85 19.10	13.70 16.20 18.69 21.18	14.42 17.03 19.65 22.27	14.78 17.47 20.16 22.86			
Greater than 50% Greater than 60% Greater than 70% Greater than 80% Greater than 90% Ontario ² Greater than 10%	9.31 10.73 12.17	14.59 16.85 19.10	13.70 16.20 18.69 21.18	14.42 17.03 19.65 22.27	14.78 17.47 20.16 22.86			
Greater than 50% Greater than 60% Greater than 70% Greater than 80% Greater than 90% Ontario ² Greater than 10% Greater than 20%	9.31 10.73 12.17	14.59 16.85 19.10	13.70 16.20 18.69 21.18	14.42 17.03 19.65 22.27	14.78 17.47 20.16 22.86			
Greater than 50% Greater than 60% Greater than 70% Greater than 80% Greater than 90% Ontario ² Greater than 10% Greater than 20% Greater than 30%	9.31 10.73 12.17 13.60	14.59 16.85 19.10 21.34	13.70 16.20 18.69 21.18 23.67	14.42 17.03 19.65 22.27	14.78 17.47 20.16 22.86 25.55			
Greater than 50% Greater than 60% Greater than 70% Greater than 80% Greater than 90% Ontario ² Greater than 10% Greater than 20% Greater than 30% Greater than 40%	9.31 10.73 12.17 13.60	14.59 16.85 19.10 21.34	13.70 16.20 18.69 21.18 23.67	14.42 17.03 19.65 22.27 24.89	14.78 17.47 20.16 22.86 25.55			
Greater than 50% Greater than 60% Greater than 70% Greater than 80% Greater than 90% Ontario ² Greater than 10% Greater than 20% Greater than 30% Greater than 40% Greater than 50%	9.31 10.73 12.17 13.60	14.59 16.85 19.10 21.34	13.70 16.20 18.69 21.18 23.67	14.42 17.03 19.65 22.27 24.89	14.78 17.47 20.16 22.86 25.55			
Greater than 50% Greater than 60% Greater than 70% Greater than 80% Greater than 90% Ontario ² Greater than 10% Greater than 20% Greater than 30% Greater than 50% Greater than 50%	9.31 10.73 12.17 13.60	14.59 16.85 19.10 21.34	13.70 16.20 18.69 21.18 23.67	14.42 17.03 19.65 22.27 24.89	14.78 17.47 20.16 22.86 25.55			

ITEM 201. Compensation for Traffic Termination – continued

Issue Date: January 30, 2009

Xittel Tariff Notice 1

ITEM 201. Compensation for Traffic Termination - continued

Termination of LEC Intra LIR Traffic					
Territory	Up to 24 trunks, each trunk (\$)	Up to 48 trunks, each trunk (\$)	Up to 72 trunks, each trunk (\$)	Up to 96 trunks, each trunk (\$)	More than 96 trunks, each trunk (\$)
Ontario/Quebec ³				And the second se	
Greater than 10%					
Greater than 20%					
Greater than 30%					
Greater than 40%		Bell CR	TC 7516, Item 10	5(4)(d)(1)	
Greater than 50%					
Greater than 60%		Bell Allant	CRTC 21562, Iter	0.105(4)(0)(1)	
Greater than 70%					
Greater than 80%					
Greater than 90%					
Quebec ⁴					
Greater than 10%					
Greater than 20%					
Greater than 30%	1				
Greater than 40%					
Greater than 50%		Télébec (CRTC 25140, Iten	7.8.4(8)(a)	
Greater than 60%				1.1.1.1.1.1	
Greater than 70%					
Greater than 80%					
Greater than 90%					
Quebec ⁵					
Greater than 10%					
Greater than 20%					
Greater than 30%	1				
Greater than 40%					
Greater than 50%	1	TCQ CR	TC 25082, Item 1.	.05.04(d)(1)	
Greater than 60%					
Greater than 70%	1				
Greater than 80%					
Greater than 90%					
Prince Edward Island	1				
Greater than 10%					
Greater than 20%	1				
Greater than 30%					
Greater than 40%	1				
Greater than 50%	1	Aliant CI	RTC 21491, Item (546(3)(h)(ii)	
Greater than 60%	1				
Greater than 70%	-				
Greater than 80%	1				
Greater than 90%	1				

Issue Date: January 30, 2009

Xittel Tariff Notice 1

PART B Interconnection with Local Exchange Carriers (LECs)ITEM 201. Compensation for Traffic Termination – continued

Termination of LEC Intra LIR Traffic						
Territory	Up to 24Up to 48Up to 72Up to 96More the trunks, eachtrunks, eachtrunks, eachtrunks, eachtrunks, eachtrunks, eachtrunks, eachtrunk (\$)trunk (\$)trunk (\$)trunk (\$)trunk					
Saskatchewan						
Greater than 10%						
Greater than 20%						
Greater than 30%						
Greater than 40%						
Greater than 50%		SaskTel CR	TC 21414, Item 6	10.18(4)(3)(a)		
Greater than 60%						
Greater than 70%						
Greater than 80%						
Greater than 90%						

I, Rates applicable in the operating territory of TBayTel operating as the SILEC.

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

ITEM 201. Compensation for Traffic Termination - continued

2. Termination of Traffic from Exchanges within ILEC Local Calling Area

- For existing exchange-based interconnection, LEC traffic originated in an exchange may be delivered to Xittel for termination to end-customers in another exchange that has EAS with the originating exchange (i.e., traffic from exchanges within an ILEC's local calling area). For LIRbased interconnection, LEC traffic originated at an exchange external to an LIR having EAS with an exchange or exchanges within that LIR may be delivered to Xittel for termination to end-customers that are located within the EAS area that is inside of the LIR.
- Unless otherwise mutually agreed, such traffic shall be delivered to Xittel over one-way trunks interconnected at Xittel POI in the terminating exchange (for existing-exchange based interconnection) or at Xittel's POI in the LIR that includes the terminating exchange (for LIR-based interconnection). For LIR-based interconnection, the LEC can deliver terminating toll traffic to Xittel on the trunks that deliver EAS traffic.
- 3. The monthly rates and service charges specified below apply where such traffic is delivered to **Xittel** POI on one-way terminating trunks. In addition, the LEC is responsible for all costs associated with transporting the traffic to the terminating exchange (for existing exchange based interconnection) or to the POI of the terminating LIR (for LIR based interconnection) including the provisioning of trunks between the LEC and **Xittel** POI in the terminating exchange or LIR.
- 4. As an alternative, Xittel and the LEC may agree to deliver such traffic over bill and keep trunks in the terminating exchange (for existing exchange based interconnection) or in the terminating LIR (for LIR based interconnection). Where such traffic is delivered to Xittel on bill and keep trunks, the rates specified in Item 201.1 apply to any resulting traffic imbalance.

Issue Date: June 22, 2010

Xittel Tariff Notice 2

Effective Date: July 5, 2010

PART BInterconnection with Local Exchange Carriers (LECs)ITEM 201.Compensation for Traffic Termination - continued

			Compensati	on for Traffi	c Termination			
Territory		Recurrin	ng Charge (ea	Service Charge				
	Up to 24 Trunks (\$)	Up to 48 Trunks (\$)	Up to 72 Trunks (\$)	Up to 96 Trunks (\$)	More than 96 Trunks (\$)	Order Processing (\$)	Interconnection trunk activation or change, each trunk (\$)	
Alberta	TCI CRTC 18008, Item 215.4.2(b)(i) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%)					TCI CRT Item 215.4		
British Columbia	(See rates	TCBC CRTC 1017, Item 105(D)(4)(a) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%) TCBC CRTC 1017 Item 105(D)(4)(b)						
Manitoba	(See rates	MTS CRTC 24006, Item 105(4)(D)(1) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%) MTS CRTC 24006 Item 105(4)(D)(2)						
New Brunswick	(See rates	Aliant CRTC 21491, Item 646(3)(h)(i) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%) Aliant CRTC 21491 Item 646(3)(h)(iii)						
Newfoundland	(See rates	Aliant CRTC 21491, Item 646(3)(h)(i) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%) Aliant CRTC 21491 Item 646(3)(h)(iii)						
Nova Scotia	(See rates	for Terminatio) c when traffic	Aliant CR Item 646(
Ontario ¹	10.00	15.69	17.41	18.31	18.76	177.60	21.42	
Ontario ²	10.00 15.69 17.41 18.31 18.76 NorthernTel CRTC 25510 Item 15(4.04)(b)							
Ontario/Quebec ³		Bell Aliant Cl for Terminatio		Bell CR Item 105 Bell Aliant C Item 105	(4)(d)(2) CRTC 21562			
Quebec ⁴	(See rates	Télébec CRTC 25140, Item 7.8.4(8)(a) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%) Item 7.8.4(8)(b)						
Quebec ⁵	(See rates	TCQ CRTC 25082, Item 1.05.04(d)(1) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%) TCC CRTC 25082 Item 1.05.04(d)(2)						
Prince Edward Island	(See rates	Aliant CRTC 21491, Item 646(3)(g)(i) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%) Aliant CRTC 21491 Item 646(3)(h)(iii)						
Saskatchewan	15.98	25.12	27.83	29.29	30.04	SaskTel CI Item 610,1		

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

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company. operating as the ILEC in Quebec.

Issue Date: January 30, 2009

Effective Date: February 16, 2009

Xittel Tariff Notice 1

ITEM 202. Basic Listing Interchange File

- Basic Listing Interchange File ("BLIF") service is offered by Xittel 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 Xittel end-customers, listed and intended to be listed in the LEC's directories and directory assistance databases. Xittel 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 Xittel in accordance with the terms and conditions contained in the BLIF Agreement, including the limitation of Xittel liability. A LEC, an independent directory publisher or an alternate operator service provider who obtains Xittel 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.
- Listings are provided in a format conforming to the specifications set out in the BLIF Document.
- The BLIF includes all of the required information as specified in the BLIF Document.
- The licensee may purchase residential listings, business/government listings, or both.
- The BLIF for Xittel serving area is available on an exchange basis. A listing of the exchanges served by Xittel is available on request.

Issue Date: January 30, 2009

ITEM 202. Basic Listing Interchange File - continued

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; 9-1-1, 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.

- 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 Xittel at least 90 days in advance of the effective date of any such termination. Xittel 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 Xittel describing the nature of the default.
- 10. In the event of termination, any amounts due to Xittel 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.

Issue Date: January 30, 2009

Xittel Tariff Notice 1

ITEM 202. Basic Listing Interchange File - continued

11. The following charges are payable to **Xittel** for BLIF Masters and BLIF Updates as defined in the BLIF Agreement:

Each BLIF Master and/or Update, per listing						
Territory	(\$)					
Alberta	TCC CRTC 21462, Item 212.3					
British Columbia	TCC CRTC 21462, Item 212.3					
Manitoba	MTS CRTC 24006, Item 310(4)					
New Brunswick	Aliant CRTC 21491, Item 636(3)(iii)					
Newfoundland	Aliant CRTC 21491, Item 636(3)(iv)					
Nova Scotia	Aliant CRTC 21491, Item 636(3)(ii)					
Ontario ¹	0.1500					
Ontario ²	NorthernTel CRTC 25510, Section N200, Item 12 (1.04					
0.4.1.10.4.3	Bell CRTC 7516, Item 310(4)					
Ontario/Quebec ³	Bell Aliant CRTC 21562, Item 310(4)					
Quebec ⁴	Télébec CRTC 25140, Item 1.5.4(1)					
Quebec ⁵	TCQ CRTC 25082, Item 2.01.04					
Prince Edward Island	Aliant CRTC 21491, Item 636(3)(i)					
Saskatchewan	SaskTel CRTC 21414, Item 650,02(4)					

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

2. Rates applicable in the operating territory of Northern Tel Limited Partnership operating as the SILEC.

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

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 **Xittel** and those of Telecommunications Providers that are IXSPs. An interexchange carrier ("IXC") that wishes to interconnect with **Xittel** must also enter into an interconnection agreement with **Xittel** in the form of the CLEC-IXC Agreement.

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 301. Terms and Conditions Applicable to Interconnection with IXSPs

- Xittel will provide at least one suitably equipped point of interconnection in each exchange in which it operates as a CLEC. An IXC may also enter into a transiting arrangement to interconnect with Xittel via the ILEC where suitable ILEC facilities exist.
- 2. Equal Access
 - 1. Equal Access is available to IXSPs in Xittel serving areas.
 - 2. Equal Access is available from any local reseller that is an affiliate of **Xittel** to IXSPs that subscribe to interconnection services from **Xittel**.
- 3. The provision of interconnection services is further subject to the terms and conditions specified in the CLEC-IXC Agreement, including the Appendices and Schedules, and in the PIC/CARE Access Customer Handbook described in Item 302.4.3. As an exception to Item 102.8, the CLEC-IXC Agreement defines and determines the procedures for handling confidential information provided by the IXSP to Xittel and specifies procedures with respect to the receipt and processing of orders from the IXSP, interchange carrier billing, network planning requirements and PIC information processing, all in relation to interconnection services.

Such procedures shall also bind IX resellers and govern the handling of confidential information provided by the IX reseller to **Xittel**. **Xittel** shall provide the IX reseller with a copy of the CLEC-IXC Agreement.

4. As a condition for network interconnection with Xittel:

- All carriers that establish network interconnection and call routing arrangements related to 900 calls must abide by the Commission-mandated consumer safeguards for 900 Service as outlined in Telecom Decision CRTC 2006-48, Appendix A as may be amended by the Commission from time to time; and
- These carriers are to include and enforce in all contracts or other arrangements with their 900 service content provider customers, the requirement to abide by these same Commission-mandated consumer safeguards.

Issue Date: January 30, 2009

Xittel Tariff Notice 1

ITEM 301. Terms and Conditions Applicable to Interconnection with IXSPs - continued

- 5. Xittel does not make any representation that its interconnection services shall at all times be available in the quantities requested and at the locations specified by the IXSP. Xittel shall, however, devote its best reasonable effort to make such interconnection services available on request, in accordance with the Network Planning section of the CLEC-IXC Agreement and taking account of Xittel own requirements.
- 6. When Xittel agrees to provide interconnection services under this Part at the IXSP's premises or at its customers' premises, the IXSP will furnish or arrange to furnish to Xittel, at no charge, adequate equipment space and electrical power.
- 7. The IXSP will also furnish or arrange to furnish to **Xittel**, at no charge, any additional facilities or protective apparatus that may be required due to particular hazards at the interconnection locations.
- Where equipment or facilities are provided by the IXSP, or its customers, including IX resellers, the interface with **Xittel** equipment or facilities shall comply with industry-accepted guidelines.
- Prior to receiving interconnection service pursuant to this Part, an IXSP must register with the CRTC and with Xittel, except IXSPs that resell Xittel switched local exchange or switched interexchange service only to persons physically located in or on the IXSP's business premises.
- Together with its registration, an IXC shall file with the CRTC a full description of its interexchange network, including information regarding the extent of owned and leased transmission facilities and shall notify **Xittel** of such filing.
- 11. Network Changes
 - Xittel makes no representations that its equipment and facilities are adapted or will remain adapted for use in connection with IXSP-provided equipment or facilities.
 - 2. Xittel reserves the right to change in whole or in part, the design, function, operation or layout of its equipment or facilities as it considers necessary. Xittel shall not be responsible to an IXSP or its customers for any equipment or facilities which cease to be compatible with Xittel equipment or facilities or become inoperative because of such changes to Xittel equipment or facilities.

ITEM 301. Terms and Conditions Applicable to Interconnection with IXSPs - continued

- 11. Network Changes continued
 - Xittel will provide the IXSP with advance notice of changes to Xittel equipment or facilities that may affect the IXSP's interconnection with Xittel in accordance with applicable CRTC requirements.
 - 4. The IXSP shall not implement any change to its operations, services or network which would, in the reasonable assessment of **Xittel**, materially affect **Xittel** operation, interconnection services or network, without the prior consent of **Xittel**, which shall not unreasonably be withheld.
 - 5. The IXSP will provide **Xittel** with advance notice of changes to the IXSP's equipment or facilities that may affect **Xittel** interconnection with the IXSP in accordance with applicable CRTC requirements.
- 12. Network Outages
 - Xittel will provide the IXSP with the earliest possible notice of all network outages affecting the operation of the IXSP's equipment or facilities.
 - 2. Xittel does not guarantee uninterrupted working of its interconnection service, and shall not be liable to the IXSP, its customers or to any other person, for any failure or delay in performance of any interconnection service provided pursuant to this Part, to the extent that such failure or delay is attributable to causes or results from events beyond Xittel reasonable control. Nothing in this paragraph shall extend the liability of Xittel as specified in the Terms (Item 102) in the event of network outages or service problems.
- 13. Protection

The characteristics and methods of operation of any circuits, equipment or facilities of the IXSP, when connected to **Xittel**, shall not:

- interfere with or impair service over any facilities of Xittel or any Telecommunications Providers with which Xittel interchanges traffic;
- 2. cause damage to Xittel facilities;
- impair the privacy of any communication carried over Xittel facilities, or
- 4. create hazards to Xittel employees or to the public.

ITEM 301. Terms and Conditions Applicable to Interconnection with IXSPs - continued

- 14. If such characteristics or methods of operation are not in accordance with Item 301.12, Xittel will, where practicable, notify the IXSP that temporary discontinuance of the use of any equipment or facilities may be required. When prior notice is not practicable, nothing contained within the Tariff shall be deemed to preclude Xittel from temporarily discontinuing forthwith the availability to the IXSP of any equipment or facility if such action is reasonable under the circumstances. In cases of such discontinuance, the IXSP will be promptly notified and afforded the opportunity to correct the condition which caused the temporary discontinuance.
- 15. During any period of temporary discontinuance of service caused by a trouble or condition arising in the IXSP's operations, equipment or facilities, no refund for interruption of service, as specified in the Terms (Item 102), shall be made.

Issue Date: January 30, 2009

ITEM 302. Trunk-side Access

1. Feature Group D Interconnecting Circuits

- 1. Trunk-side access permits the interconnection of facilities to enable the interchange of traffic between **Xittel** and the IXSP, and can be configured for Feature Group D (FGD).
- FGD interconnection enables the IXSP to offer end-customers access to its services by dialling directly (1+, 0+, 011+, 00- or 01+) or for casual access (10XXX or 10XXXX).
- Trunk-side access is provided through FGD interconnecting circuits that may, subject to the availability of suitable facilities:
 - be connected using Access Tandem (AT) Connection or Direct Connection (DC); and
 - 2. use MF or CCS7 signalling.
- The facilities used for trunk-side access may be provided by Xittel or any Telecommunications Provider.
- The order processing charges specified below apply for each DS-0 Set used as FGD interconnecting circuits. A "DS-0 Set" means a group of FGD DS-0s within the same DS-1 connected at the same location and ordered at the same time.

Feature Group D Interconnecting Circuits						
Territory	Inward Order, each DS-0 Set (\$) Change Order, each DS-0 Set (\$					
Alberta	TCI CRTC 18008	3, Item 270.1(2)(d)				
British Columbia	TCBC CRTC 10	17, Item 70(A)(7)				
Manitoba	MTS CRTC 240	06, Item 40(1)(G)				
New Brunswick	Aliant CRTC 21491	, Item 608(6)(a)(vii)				
Newfoundland	Aliant CRTC 21491	Aliant CRTC 21491, Item 608(6)(a)(vii)				
Nova Scotia	Aliant CRTC 2149	l, Item 608(6)(a)(vii)				
Ontario ¹	1,021.45	667.06				
Ontario ²	NorthernTel CRTC, See	ction N200, Item 8 (1.07)				
0	Bell CRTC 7516	o, Item 40(1)(g)(1)				
Ontario/Quebec ³	Bell Aliant CRTC 2	1562, Item 40(1)(g)(1)				
Quebec ⁴	Télébec CRTC 251	40, Item 7.2.2(1)(d)				
Quebec ⁵	TCQ CRTC 25082, Item 1.01.07(a)(6)					
Prince Edward Island	Aliant CRTC 21491. Item 608(6)(a)(vii)					
Saskatchewan	SaskTel CRTC 214	14, Item 610.06(1)(F)				

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

2. Rates applicable in the operating territory of Northern Tel Limited Partnership operating as the SILEC.

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

Issue Date: January 30, 2009

Xittel Tariff Notice 1

Effective Date: February 16, 2009

ITEM 302. Trunk-side Access – continued

2. Switching and Aggregation

- 1. **Xittel** offers switching and aggregation service to IXSPs comprised of switching, transport and signalling functions at the originating or terminating end of a call, including, subject to availability:
 - 1. hardware answer supervision;
 - 2. delivery of calling line identification.
- When an IXSP requests trunk-side access, a switching and aggregation charge applies to each conversation minute of originating or terminating traffic exchanged. This charge is derived by multiplying the charge based on total elapsed carrier connect time by the connect time to conversation minutes ratio.
- 3. When an IXSP requests Access Tandem Connection, the switching and aggregation charge is comprised of the combined Direct Connection and Access Tandem Connection charges listed below:

		Swite	ching and Aggre	gation Charges		
	1000 000 000 000 000 000 000 000 000 00	Rate Based on Connect Connect Time to Conversation Time (\$) Minutes Ratio			Charge Based on Conversation Minutes (S	
Territory	Direct Connection	Access Tandem	Direct Connection	Access Tandem	Direct Connection	Access Tandem
Alberta			TCI	CRTC 18008, Item 2	70.2(4)	
British Columbia			TCBC C	RTC 1017, Item 70(I	E)(4) and (5)	
Manitoba			MTS	CRTC 24006, Item	40(3)(D)	
New Brunswick	Aliant CRTC 21491, Item 608(6)(c)(iv)					
Newfoundland			Aliant (CRTC 21491, liem 60	08(6)(c)(iv)	
Nova Scotia			Aliant (RTC 21491, Item 60	98(6)(c)(īv)	
Ontario ¹	0		N/A		0.0047	N/A
Ontario ²			N/A		NorthernTel CRTC 25510 Section N200, Item 8(2.02)	N/A
0			Bel	CRTC 7516, Item 4	0(4)(d)	
Ontario/Quebec ³			Bell Ali	ant CRTC 21562, Ite	m 40(4)(d)	
Quebec ⁴	Télébec CRTC 25140, Item 7.2.2(3)(d)					
Quebec ⁵	TCQ CRTC 25082, Item 1.01.07(e)(6)					
Prince Edward Island			Aliant (CRTC 21491, Item 60)8(6)(c)(iv)	
Saskatchewan			SaskTel	CRTC 21414, Item 6	10.06(2)(D)	

4. Charges:

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

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

Issue Date: January 30, 2009

Effective Date: February 16, 2009

ITEM 302. Trunk-side Access - continued

3. CCS7 Signalling

- CCS7 Signalling service may be provided by Xittel to an IXSP for the purpose of call set-up and take-down. The service provides a port connection on Xittel designated gateway Signalling Transfer Points (STPs) for each DS-0 channel linking Xittel STPs to the IXSP's STPs or switch(es). An IXSP may establish either IXSP STP-to-STP connection ("D-link") or IXSP switch-to-STP connection ("A-link"), but not both.
- The DS-0 channel facility linking Xittel STPs to the IXSP's STPs or switch(es) may be provided by Xittel or by any Telecommunications Provider.

Rates

- The monthly rate for each STP port connection used to establish a DS-0 channel D-link is specified below. IXSPs are required to connect in multiples of 4 DS-0 channels.
- The monthly rate for each STP port connection used to establish a DS-0 channel A-link is specified below. IXSPs are required to connect in multiples of 2 DS-0 channels per switch.

Service Charges

- The order processing charges specified below apply for each DS-0 Set of D-links or A-links. A "DS-0 Set" means a group of DS-0s within the same DS-1 connected at the same location and ordered at the same time.
- 6. When it is necessary for Xittel to incur expense in order to meet IXSP requirements for subsequent additions or changes to D-links or A-links, the IXSP shall pay an additional charge based on estimated time and costs incurred to meet the IXSP's request.
- 7. In addition, the service charge specified below applies for operations and translations associated with the provisioning of STP port connections to establish DS-0 channels for A-links. This charge applies to each IXSP request for work to be completed at the same time and applies only once for all connections ordered at the same time.

PART CInterconnection with Interexchange Service Providers (IXSPs)ITEM 302.Trunk-side Access – continued

		CC	S7 Signalling				
	Monthly C	Charges (\$)	Service Charges (\$)				
Territory	D-link, per port connection Item 302.3.3	A-link, per port connection Item 302.3.4	Inward order, per DS-0 set Item 302.3.5	Change order, per DS-0 set Item 302.3.6	Operation and translation for A-link Item 302.3.7		
Alberta	TC1 CRTC 18008 Item 270.2(7)(b)	TCI CRTC 18008 Item 270.2(7)(b)	TCI CRTC 1800	8, Item 270.1(2)(d)	TCI CRTC 18008, Item 270.2(7)(b)		
British Columbia	[FILE]	TCBC CRTC 1017 Item 70(A)(8)(a)	TCBC CRTC 10	17, Item 70(A)(7))	TCBC CRTC 1017, Item 70(A)(8)(b)		
Manitoba	[FILE]	Bell CRTC 7516 Item 40(1)(h)(2)	MTS CRTC 24	006, Item 40(1)(G)	Bell CRTC 7516, ltem 40(1)(h)(3)		
New Brunswick	[FILE]	Bell CRTC 7516 Item 40(1)(h)(2)	Aliant CRTC 21491, Item 608(6)(a)(vii)		Bell CRTC 7516, Item 40(1)(h)(3)		
Newfoundland	[FILE]	Bell CRTC 7516 Item 40(1)(h)(2)	Aliant CRTC 21491, Item 608(6)(a)(vii)		Bell CRTC 7516, Item 40(1)(h)(3)		
Nova Scotia	[FILE]	Bell CRTC 7516 Item 40(1)(h)(2)	Aliant CRTC 2149	1, Item 608(6)(a)(vii)	Bell CRTC 7516, Item 40(1)(h)(3)		
Ontario ¹	1,406.75 *	718.25	1,021.45	667.06	3,266.50		
Ontario ²	NorthernTel CRTC 25510 Section N200, Item 8(1.08)	NorthernTel CRTC 25510 Section N200, Item 8(1.08)		l CRTC 25510 0, Item 8 (1.07)	[FILE]		
Ontario/Quebec ³	Bell CRTC 7516 Item 40(1)(h)(1) Bell Aliant CRTC 21562 Item 40(1)(h)(1)	Bell CRTC 7516 Item 40(1)(b)(2) Bell Aliant CRTC 21562 Item 40(1)(h)(2)	Bell CRTC 7516, Item 40(1)(g)(1) Bell Aliant CRTC 21562, Item 40(1)(g)(1)		Bell CRTC 7516, Item 40(1)(h)(3) Bell Aliant CRTC 21562, Item 40(1)(h)(3)		
Quebec ⁴	[FILE]	[FILE]	Télébec CRTC 25140, Item 7.2.2(1)(d)		[FILE]		
Quebec ⁵	[FILE]	[FILE]	TCQ CRTC 2508	2, Item 1.01.07(a)(6)	[FILE]		
Prince Edward Island	[FILE]	Bell CRTC 7516 Item 40(1)(h)(2)	Aliant CRTC 21491, Item 608(6)(a)(vii)		Bell CRTC 7516, Item 40(1)(h)(3)		
Saskatchewan	[FILE]	[FILE]	SaskTel CRTC 214	114, Item 610.06(1)(F)	[FILE]		

* Note: In Ontario¹, a service charge of \$625.00 applies.

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

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

ITEM 302. Trunk-side Access - continued

4. Primary Interexchange Carrier (PIC) Processing

- Trunk-side access with FGD enables the IXSP to offer its end-customers access to its services by direct dialling. Such access is enabled by identifying the IXSP as the end-customer's PIC. PIC selections may be specified in respect of **Xittel** end-customer network access services ("NAS") that provide direct-dialled voice access to the PSTN. A list of specific eligible services is included in the PIC/CARE Access Customer Handbook (the "Handbook") described in Item 302.4.3. Charges associated with each of the PIC processing activities described below are set out in Item 302.4.8.
- 2. At least 60 calendar days before an IXSP wishes PIC processing to begin, the IXSP must establish a PIC processing account with Xittel. When establishing the PIC processing account, the IXSP must provide its Customer Account Record Exchange (CARE) Profile. The CARE Profile form is provided in the Handbook and requires the IXSP to identify specified PIC processing parameters and options.

Subsequent changes to the IXSP's parameters and options must be provided to **Xittel** in writing at least 30 calendar days before the requested effective date of the change.

- 3. **Xittel** will provide each IXSP that establishes a PIC processing account with 2 copies of the Handbook. The Handbook contains standards and procedures for the processing of PIC transactions between **Xittel** and the IXSP.
- Xittel will apply a PIC processing charge to the IXSP selected by an end-customer for establishing or changing a PIC selection in respect of that end-customer's NAS. Changes include adding new or additional NAS, end-customer moves and end-customer initiated telephone number changes.
- 5. In the case of PIC selection changes that are disputed by the endcustomer or an IXSP on behalf of the end-customer, the end-customer's PIC selection will be reinstated to the previous PIC. The IXSP must then provide evidence of end-customer authorization as described in Schedule 4 of the CLEC-IXC Agreement. If such end-customer authorization is not provided within 15 business days from the date of the request from **Xittel**, the IXSP will be deemed to have requested an unauthorized PIC change. In addition to the unauthorized PIC change charge set out below, the PIC processing charge set out below and associated with Item 302.4.4 is assessed to the IXSP that requested an unauthorized PIC change to cover the reinstatement of the unauthorized PIC to the previous PIC selection.

ITEM 302. Trunk-side Access - continued

4. Primary Interexchange Carrier (PIC) Processing - continued

- 6. To enable the IXSP to validate or place PIC subscription orders at the working telephone number level, the IXSP may request and obtain from **Xittel** a detailed record transaction in CARE format of all working telephone numbers subscribed to a specific billing telephone number ("BTN").
- To enable the IXSP to perform reconciliation between the IXSP's billing records and Xittel PIC database, the IXSP may request a verification record from Xittel.
- 8. The PIC processing service charges described in Items 302.4.2 and 302.4.3 set out below apply at the rate established for the territory where interconnection first occurs. The remaining PIC processing service charges apply at the rates set out below for each territory where **Xittel** and the IXSP interconnect.

	Р	rimary Interex	change Carrie	er (PIC) Proc	essing		
Territory	Account Set-up per PIC processing account (\$) Item 302.4.2	Changes to CARE profile, per request (\$) Item 302.4.2	Handbook, each additional copy (\$) Item 302.4.3	PIC Processing, per NAS (\$) Item 302.4.4	Unauthorized PIC Change, per NAS (\$) Item 302.4.5	BTN Detail per working telephone number provided (\$) Item 302.4.6	Verification of record per NAS (S) Item 302.4.7
Alberta			TCICRT	C 18008, Item 2	70.4(7)		
British Columbia			TCBC CR	TC 1017, Item	70(F)(8)		
Manitoba		MTS CRTC 24006. Item 40(4)(11)					
New Brunswick			Aliant CRTC	21491, Item 601	8(6)(d)(viii)		
Newfoundland			Aliant CRTC	21491, Item 60	8(6)(d)(viii)		
Nova Scotia		in	Aliant CRTC	21491, Item 603	8(6)(d)(viii)		
Ontario ¹	706.68	176.67	88.34	2.15	58.11	0.12	0.12
Ontario ²		Nort	hernTel, CRTC	25510, Section 1	N200, Item 2 (2,6	(80	
Ontario/Quebec ³		Bell CRTC 7516, Item 40(5)(h) Bell Aliant CRTC 21562, Item 40(5)(h)					
Quebec ⁴	Télébec CRTC 25140, Item 7.2.2(4)(h)						
Quebec ⁵		TCQ CRTC 25082, Item 1.01.07(g)(9)					
Prince Edward Island	Aliant CRTC 21491, Item 608(6)(d)(viii)						
Saskatchewan			SaskTel CRT	C 21414, Item 6	10.06(3)(H)		

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

2. Rates applicable in the operating territory of Northern Tel Limited Partnership operating as the SILEC,

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

Issue Date: January 30, 2009

ITEM 302. Trunk-side Access - continued

5. Carrier Network Profile Change

- Xittel will implement the network and translation options selected by the IXSP at the time of the IXSP's initial order for trunk-side access. The IXSP will indicate its selections by completing a carrier profile questionnaire ("CPQ") in respect of each carrier identification code ("CIC") used.
- The following service charges will apply in respect of changes requested by the IXSP to its CPQ at any time subsequent to the initial programming in Xittel switch. The service charges apply to each switch in which modifications are required due to an IXSP's change request.

Carrier Network Profile Change Charge (\$)						
Territory	International Calling	Abbreviated Dialling No. 1	Pre-subscription Indication	Flexible ANI		
Alberta		TCI CRTC 1800)8, Item 270.6(3)			
British Columbia		TCBC CRTC 10	17, Item 70(H)(3)			
Manitoba		MTS CRTC 240	06, Item 40(6)(C)			
New Brunswick	-	Aliant CRTC 2149	1, Item 608(6)(f)(iii)			
Newfoundland		Aliant CRTC 21491, Item 608(6)(f)(iii)				
Nova Scotia		Aliant CRTC 2149	1, Item 608(6)(f)(iii)			
Ontario ¹	145.00	145.00	145.00	1		
Ontario ²		NorthernTel CRTC 25510,	Section N200, Item 8 (3	.03)		
Ontario/Quebec ³		Bell CRTC 751	6, Item 40(7)(c)			
Untario/Quebec		Bell Aliant CRTC	21562, Item 40(7)(c)			
Quebec ⁴		Télébec CRTC 25	40, Item 7.2.2(7)(c)			
Quebec ⁵		TCQ CRTC 25082, Item 1.01.07(j)(3)				
Prince Edward Island		Aliant CRTC 21491, Item 608(6)(f)(iii)				
Saskatchewan		SaskTel CRTC 214	14, Item 610.06(5)(C)			

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

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

ITEM 303. Network Announcements for Customers of Disconnected IXSPs with Trunkside Access

- This service provides for a network announcement to be activated when an IXSP with trunk-side access is disconnected from Xittel network or otherwise ceases to provide its end-customers with access to interexchange services. Xittel will route all calls destined for the network of the disconnected IXSP to a recorded announcement. The announcement will inform end-customers that the IXSP is no longer in service and direct such end-customers to contact another IXSP to establish service. The announcement will also provide instructions for making interexchange calls using casual calling.
- 2. The announcement creation fee specified below applies to each IXSP upon the provision of its CARE Profile for the creation of the announcement capability in respect of that IXSP.
- 3. In addition, each time an IXSP with trunk-side access is disconnected from Xittel network, or otherwise ceases to provide its end-customers with access to interexchange services, the announcement activation charge specified below is assessed to each remaining IXSP having provided to Xittel its CARE Profile for that ILEC operating territory, on the date that the announcement is activated.

Network Announcements for Customers of Disconnected IXSPs with Trunk-Side Access					
Territory	Once only announcement creation fee (\$) Announcement activation charge, each occurrence				
Alberta	TCC CRTC	21462, Item 201.3			
British Columbia	TCC CRTC	21462, Item 201.3			
Manitoba	MTS CRTC 2	4006, Item 80(1)(D)			
New Brunswick	Aliant CRTC 21491, Item 608(10)(b)				
Newfoundland	Aliant CRTC 21491, Item 608(10)(b)				
Nova Scotia	Aliant CRTC 21491, Item 608(10)(b)				
Ontario ¹	[FILE]				
Ontario ²	it	FILE]			
Ontaria/Orehas ³	Bell CRTC 7	516, Item 80(1)(c)			
Ontario/Quebec ³	Bell Aliant CRTC 21562, Item 80(1)(c)				
Quebec ⁴	Télébec CRTC 25140, Item 7.2.5(1)(c)				
Quebec ⁵	TCQ CRTC 25082, hem 1.01.11(a)(4)				

4. Service Charges:

ITEM 303. Network Announcements for Customers of Disconnected IXSPs with Trunkside Access - continued

Network Announcements for Customers of Disconnected IXSPs with Trunk-Side Access				
Territory	Once only announcement creation fee (\$)	Announcement activation charge, each occurrence (\$)		
Prince Edward Island	Aliant CRTC 21491, Item 608(10)(b)			
Saskatchewan	[FILE]			

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

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

PART C Interconnection with Interexchange Service Providers (IXSPs) ITEM 304. Bulk Transfer of End-Customer Base Between IXSPs

- This service is intended for situations such as acquisitions or mergers in which one IXSP with trunk side access (the "acquiring IXSP") acquires the equal access end-customer base of another IXSP (the "original IXSP"). The acquiring IXSP can request **Xittel** to convert the endcustomers' PIC selections from the original IXSP to the acquiring IXSP on a bulk transfer basis. Before **Xittel** will process the requested transfer, the acquiring IXSP must provide **Xittel** with documentation of the original IXSP's agreement to the bulk transfer of its end-customer base.
- The acquiring IXSP must request a bulk transfer of an original IXSP's end-customer base from Xittel in advance of the proposed transfer date. The advance notice required by Xittel and the specific timing of the transfer will vary depending upon the size and nature of the endcustomer base to be transferred.
- Charges for processing a request for a bulk transfer of another IXSP's end-customer base are assessed to the acquiring IXSP. The charges consist of a basic charge per request and a variable charge per NAS.

Territory	Basic Charge, each request (\$)	Variable Charge, each NAS (\$)			
Alberta	TCC CRTC 21	462, Item 200.3			
British Columbia	TCC CRTC 21	462, Item 200.3			
Manitoba	MTS CRTC 240	06, Item 85(1)(D)			
New Brunswick	Aliant CRTC 214	91, Item 608(11)(b)			
Newfoundland	Aliant CRTC 214	91, Item 608(11)(b)			
Nova Scotia	Aliant CRTC 21491, Item 608(11)(b)				
Ontario ¹	18,653.33 1.24				
Ontario ²	Northern Tel CRTC 25510, Section N200, Item 4 (4,04)				
Ontario/Quebec ³		6, Item 85(1)(d)			
	Bell Aliant CRTC :	21562, Item 85(1)(d)			
Quebec ⁴	Télébee CRTC 25	140, Item 7.2.6(1)(c)			
Quebec ⁵	TCQ CRTC 25082, Item 1.01.12(a)(4)				
Prince Edward Island	Aliant CRTC 21491, Item 608(11)(b)				
Saskatchewan	SaskTel CRTC 21414, Item 610.10(3)				

4. Charges

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

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

Xittel Tariff Notice 1

Effective Date: February 16, 2009

ITEM 305. Billing and Collection Service

- Subject to the terms and conditions set forth in a Billing and Collection Services Agreement to be entered into between **Xittel** and the IXSP or its agent, **Xittel** will provide or arrange billing and collection service for eligible services provided by the IXSP. Eligible services are defined in the Billing and Collection Services Agreement and include bill to third number, collect, caller pays, directory assistance, casual calling, sent paid, coin telephone, conference call and messaging services.
- 2. Billing and Collection Service includes:
 - preparation and rendering of bills for charges purchased by Xittel from the IXSP which are associated with eligible services provided by the IXSP to end-customers who also maintain accounts with Xittel for local service;
 - 2. collection of payments for charges associated with eligible calls placed by end-customers who use the IXSP's eligible services. Payments collected include appropriate taxes, which will be remitted by the IXSP to the appropriate governments unless **Xittel** identifies the end-customer as tax-exempt (for either, or both, of GST and PST/HST). If the end-customer is tax-exempt, the appropriate tax, or taxes, will be removed, and remaining taxes will be recalculated by **Xittel**, if necessary, and the revised tax amounts will be billed;
 - 3. answering of end-customer questions regarding charges billed by **Xittel** for eligible services provided by the IXSP, excluding questions about the details of the IXSP's services, rates, rate structure and similar matters; and
 - application of credits and adjustments to end-customer accounts, in accordance with billing and collection services procedures which are provided to the IXSP from time to time by Xittel.
- Xittel billing and collection service may be provided to the IXSP either by Xittel or by its agent.
- Xittel will require an implementation period to establish billing and collection service with the IXSP. This period will be identified in the Billing and Collection Services Agreement.

ITEM 305. Billing and Collection Service - continued

5. Rates

Charges for billing and collection service consist of two components: an accounts receivable management discount that applies to each account receivable purchased from the IXSP and billed to the endcustomer; and processing charges that apply to each account receivable purchased from the IXSP that is returned prior to billing, billed to a customer, or returned or charged back to the IXSP after billing.

1. Accounts receivable management discount

Territory	Discount (%)	
Alberta	TCC CRTC 21462, Item 207.3(1)	
British Columbia	TCC CRTC 21462, Item 207.3(1)	
Manitoba	MTS CRTC 24006, Item 42(3)(B)	
New Brunswick	Aliant CRTC 21491, Item 608(8)(c)(ii)	
Newfoundland	Aliant CRTC 21491, Item 608(8)(c)(ii)	
Nova Scotia	Aliant CRTC 21491, Item 608(8)(c)(ii)	
Ontario ¹	3.50	
Ontario ²	[FILE]	
Ontario/Quebec ³	Bell CRTC 7516, Item 42(3)(b) Bell Aliant CRTC 21562, Item 42(3)(b)	
Quebec ⁴	[FILE]	
Quebec ⁵	TCQ CRTC 25082, Item 1.03.03(a)	
Prince Edward Island	Aliant CRTC 21491, Item 608(8)(c)(ii)	
Saskatchewan	SaskTel CRTC 21414, Item 610.04(4)	

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

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

- 3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
- 4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
- 5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

PART CInterconnection with Interexchange Service Providers (IXSPs)ITEM 305.Billing and Collection Service - continued

Territory	AR returned prior to billing (\$)	AR billed to an end-customer (\$)	AR returned or charged back to IXSI after billing (\$)			
Alberta	TCC	CRTC 21462, Item	207.3(2)			
British Columbia	TCC	CRTC 21462, Item	207.3(2)			
Manitoba	MTS	CRTC 24006, Item	42(3)(C)			
New Brunswick	Aliant	CRTC 21491, Item 60	08(8)(c)(iv)			
Newfoundland	Aliant CRTC 21491, Item 608(8)(c)(iv)					
Nova Scotia	Aliant CRTC 21491, Item 608(8)(c)(iv)					
Ontario ¹	0.0590	0.1825	8.31			
Ontario ²		[FILE]	1			
Ontario/Quebec ³		ll CRTC 7516, liem 4 iant CRTC 21562, lie				
Quebec ⁴		[FILE]				
Quebec ⁵	TCQ	CRTC 25082, Item 1	.03.03(b)			
Prince Edward Island	Aliant CRTC 21491, Item 608(8)(c)(iv)					
Saskatchewan	SaskT	el CRTC 21414, liem	610.04(4)			

2. Processing charge per account receivable ("AR")

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

2. Rates applicable in the operating territory of Northern Tel Limited Partnership operating as the SILEC.

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

- 4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
- 5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

ITEM 400. General

This Part governs the provision of interconnection services associated with interconnection of the facilities and services of **Xittel** 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 **Xittel** 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 **Xittel**. Where a WSP provides a competitive interexchange service, the terms, conditions, rates and charges specified in Part C of this Tariff shall apply.

PART D	Interconnection with Wireless Service Providers (WSPs)
ITEM 401.	Terms and Conditions Applicable to Interconnection with WSPs
	1. The Xittel will provide at least one suitably equipped point of interconnection in each Exchange in which it operates as a CLEC.
	2. The provision of interconnection services in this Part is subject to compliance by the WSP with all applicable authorization and equipment certification requirements and all relevant interconnection interface standards established by Industry Canada.
	3. Xittel does not make any representation that access interconnection services shall at all times be available in the quantities requested and at the locations specified by the WSP. Xittel shall, however, devote its best reasonable efforts to make such interconnection services available on request, in accordance with the provisions of an interconnection agreement between the WSP and Xittel and taking account of Xittel own requirements.
	4. When Xittel agrees to provide interconnection services under this Part at the WSP's premises or at its customers' premises, the WSP will furnish or arrange to furnish to Xittel , at no charge, adequate equipment space and electrical power.
	5. The WSP will also furnish or arrange to furnish to Xittel , at no charge, any additional facilities or protective apparatus that may be required due to particular hazards at the interconnection locations.
	 Where equipment or facilities are provided by the WSP or its customers, the interface with Xittel equipment or facilities shall comply with industry accepted guidelines.
	7. Network Changes
	 Xittel makes no representations that its equipment and facilities are adapted or will remain adapted for use in connection with WSP-provided equipment or facilities. Xittel reserves the right to change in whole or in part, the design, function, operation or layout of its equipment or facilities as it considers necessary. Xittel shall not be responsible to a WSP or its customers for any equipment or facilities which cease to be compatible with Xittel equipment or facilities or become inoperative because of such changes to Xittel equipment or facilities.

ITEM 401. Terms and Conditions Applicable to Interconnection with WSPs continued

- 7. Network Changes continued
 - 3. Xittel will provide the WSP with advance notice of changes to Xittel equipment or facilities that may affect the WSP's interconnection with Xittel in accordance with applicable CRTC requirements.
- 8. Network Outages

Xittel does not guarantee uninterrupted working of its interconnection services, and shall not be liable to the WSP, its customers or to any other person, for any failure or delay in performance of any interconnection service provided pursuant to this Part, to the extent that such failure or delay is attributable to causes or results from events beyond **Xittel** reasonable control. Nothing in this paragraph shall extend the liability of **Xittel** as specified in Item 102.10 of the Terms in the event of network outages or service problems.

9. Protection

The characteristics and methods of operation of any circuits, equipment or facilities of the WSP, when connected to **Xittel** circuits, equipment or facilities, shall not:

- interfere with or impair service over any facilities of Xittel or any Telecommunications Providers with which Xittel interchanges traffic;
- 2. cause damage to Xittel facilities;
- impair the privacy of any communication carried over Xittel equipment or facilities; or
- 4. create hazards to Xittel employees or to the public.
- 10. If such characteristics or methods of operation are not in accordance with Item 401.9, **Xittel** will, where practicable, notify the WSP that temporary discontinuance of the use of any equipment or facilities may be required. When prior notice is not practicable, nothing contained within the Tariff shall be deemed to preclude **Xittel** from temporarily discontinuing forthwith the availability to the WSP of any equipment or facility if such action is reasonable under the circumstances. In cases of such discontinuance, the WSP will be promptly notified and afforded the opportunity to correct the condition which caused the temporary discontinuance.

ITEM 401. Terms and Conditions Applicable to Interconnection with WSPs - continued

- 11. During any period of temporary discontinuance of service caused by a trouble or condition arising in the WSP's operations, equipment or facilities, no refund for interruption of service, as set forth in **Xittel** Terms (Item 102), shall be made.
- 12. The WSP shall be responsible for all charges due in respect of equipment, facilities and interconnection services provided by Xittel pursuant to this Part. The WSP shall be the sole point of contact with Xittel in respect of the equipment, facilities or services provided, including for the purpose of making trouble reports.

ITEM 402. Trunk-side Access

- "Trunk-side access" refers to an arrangement using interconnection facilities to enable the interchange of traffic between **Xittel** and the WSP using CCS7 signalling.
- Trunk-side access is provided through digital circuits. The facilities used to provide digital circuits may be provided by **Xittel** or a Telecommunications Provider.
- 3. Service Charges

The order processing service charge specified below applies for each DS-0 Set, where "DS-0 Set" means a group of DS-0s, not limited to the same DS-1, that are connected at the same POI and ordered at the same time. The activation or change service charge specified below applies for each DS-0 activated or changed.

Т	runk-Side Access Service Ch	arges			
Territory	Order Processing, each DS-0 Set (\$)Activation or change, each DS-0 (\$)				
Alberta	TCI CRTC 18001, liem 555.4(6)				
British Columbia	TCBC CRTC 1005, Ite	em 197-A(E)(1)(b) and (c)			
Manitoba	MTS CRTC 24001, Iter	m 3000(3)(D)(2)(e) and (f)			
New Brunswick	NBTel CRTC 1200	1, Item 805.2(B)(2)(b)			
Newfoundland	NewTel CRTC 13001, Item 295(3)(c)				
Nova Scotia	MTT, CRTC 10001, Item 1270(5)(b)(2)(f) and (g)				
Ontario ¹	204.00	24.60			
Ontario ²	NorthernTel CRTC 25510,	Section N200, Item 15(4.04)(b			
Ontario/Quebec ³	Bell CRTC 7396, Item G15(c)(2)(f) and (g) Bell Aliant CRTC 21563, Item G15(c)(2)(f) and (g)				
Quebec ⁴	Télébec CRTC 2514	0, Item 10.1.3(1)(c)(i)(k)			
Quebec ⁵	[FILE]				
Prince Edward Island	IslandTel CRTC 11001, Item 922(2)(a)(1)(g) and (h)				
Saskatchewan	SaskTel CRTC 214	14, Item 610.18(4)(3)(b)			

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

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

PART DInterconnection with Wireless Service Providers ("WSPs")ITEM 403.Line-side Access

- 4. Monthly Charges
 - 1. Link Charge

Link charge			
Territory	Monthly Charge (\$)		
Ontario/Quebec ³	Bell CRTC 7396, Item G15(b)(4)(a)		
	Bell Aliant CRTC 21563, Item G15(b)(4)(a)		
Quebec ⁴	Télébec CRTC 25140, Item 10,1,3(1)(b)(i)		
Quebec ⁵	TCQ CRTC 25080, liem 4.05.04(b)(1)		

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

2. Rates applicable in the operating territory of Northern Tel Limited Partnership operating as the SILEC.

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

ITEM 402. Trunk-side Access – continued

- 5. CCS7 Interconnection
 - 1. CCS7 signalling service may be provided by **Xittel** to a WSP for the purpose of call set-up and take-down. The service provides a port connection on **Xittel** designated gateway STPs for each DS-0 channel linking **Xittel** STPs to the WSP's STPs.
 - 2. The DS-0 channel facility linking **Xittel** STPs to the WSP's STPs may be provided by **Xittel** or by any Telecommunications Provider.
 - 3. The monthly rate specified below applies for each STP port connection used to establish a DS-0 channel linking a WSP's STP to **Xittel** STP. WSPs are required to connect in multiples of 4 DS-0 channels.

STP, Each Port Connection					
Territory Monthly Rate (\$)					
Alberta	TCI CRTC 18001, Item 555.4(7)(a)				
British Columbia	TCBC CRTC 1005, Item 197-A(E)(2)(a)				
Ontario ¹	1,380.00				
Q . 1 /Q 1 2	Bell CRTC 7396, Item G15(c)(4)(a)				
Ontario/Quebec ²	Bell Aliant CRTC 21563, Item G15(c)(4)(a)				

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

4. The administration charge specified below applies to the engineering, planning and testing activities associated with the WSP's initial request to develop and implement CCS7 network interconnection arrangements. The activities include engineering, operations and translations work required to provision initial CCS7 interconnection between the WSP's STPs and Xittel gateway STPs.

Administration Charge				
Territory	Rate (\$)			
Alberta	TCI CRTC 18001, Item 555.4(7)(c)			
British Columbia	TCBC CRTC 1005, Item 197-A(E)(2)(b)			
Ontario ¹	69,500.00			
Ontario/Quebec ²	Bell CRTC 7396, Item G15(c)(4)(c)			
	Bell Aliant CRTC 21563, Item G15(c)(4)(c)			

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

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

ITEM 402. Trunk-side Access - continued

6. Directory Listing

Xittel will arrange to have a telephone number assigned to a WSP listed in a LEC's directory in accordance with Item 202 upon request by a WSP on behalf of its end-customer. Any charges levied on **Xittel** by the LEC providing the directory will be payable by the WSP to **Xittel**.

ITEM 403. Line-side Access

- 1. "Line-side access" refers to an interconnection arrangement using facilities over which PSTN dial tone is delivered to enable the interchange of traffic between **Xittel** and the WSP.
- Line-side access is provided through analogue or derived digital DS-0 circuits. The facilities used to provide line-side circuits may be provided by **Xittel** or a Telecommunications Provider.
- 3. Service Charge

The service charge specified below applies for each order to activate any quantity of line-side circuits at one POI at the same time.

Territory	Per request to activate interconnecting circuits, per location (\$)			
Alberta	TCI CRTC 18001, Item 555.4(4)			
British Columbia	TCBC CRTC 1005, Item 197-A(D)(1)(c)(x)			
Manitoba	MTS CRTC 24001, Item 3000(3)(C)			
New Brunswick	[FILE]			
Newfoundland	[FILE]			
Nova Scotia	MTT CRTC 10001, Item 1270(5)(a)(9)			
Ontario ¹	264.00			
Ontario ²	NorthernTel CRTC 25510, Section N230, Item 4(4.03)(i)			
Ontario/Quebec ³	Bell CRTC 7396, Item G15(b)(5)(i)			
Untario/Quebec	Bell Aliant CRTC 21563, Item G15(b)(5)(i)			
Quebec ⁴	Télébec CRTC 25140, Item 10.1.3(1)(c)(i)(k)			
Quebec ⁵	TCQ CRTC 25080, Item 4.05.04(c)(9)			
Prince Edward Island	IslandTel CRTC 11001, Item 922(1)(a)(5)(a)(9)			
Saskatchewan	SaskTel CRTC 21414, Item 650.20(4)			

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

- 2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.
- 3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
- 4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
- 5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

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ITEM 403. Line-side Access

4. Monthly Charges

1. Link Charge

The monthly link charge specified below applies to each DS-1 terminated at **Xittel** POI. Answer supervision and MF signalling are included.

Link charge, per DS-1					
Territory	Monthly Charge (\$)				
Alberta	TCI CRTC 18001, Item 555.4(3)				
British Columbia	TCBC CRTC 1005, Item 197-A(D)(1)(b)				
Manitoba	MTS CRTC 24001, Item 3000(3)(B)				
New Brunswick	[FILE]				
Newfoundland	NewTel CRTC 13001, Item 295(2)(i)(iii)				
Nova Scotia	MTT CRTC 10001, Item 1270(4)(a)				
Ontario ¹	12.70				
Ontario ²	NorthernTel CRTC 25510, Section N230, Item 4(4.02)				
Ontario/Quebec ³	Bell CRTC 7396, Item G15(b)(4)(a) Bell Aliant CRTC 21563, Item G15(b)(4)(a)				
Quebec ⁴	Télébee CRTC 25140, Item 10.1.3(1)(b)(i)				
Quebec ⁵	TCQ CRTC 25080, Item 4.05.04(b)(1)				
Prince Edward Island	IslandTel CRTC 11001, Item 922(1)(a)(4)(a)				
Saskatchewan	SaskTel CRTC 21414, Item 650.20(4)				

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

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

- 3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
- 4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
- 5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

ITEM 403. Line-side Access – continued

- 4. Monthly Charges continued
 - 2. Access Charge

The monthly charge specified below applies in addition to link charges, and provides for additional common equipment and facilities required to process a call within **Xittel** local calling area associated with the POI. Charges are applied for each DS-0 circuit and vary according to the total number of DS-0s in use between the WSP switch and **Xittel** POI.

	Monthly Charge per DS-0 (\$)							
Territory	Up to 12 DS-0s	Up to 24 DS-0s	Up to 36 DS-0s	Up to 48 DS-0s	Up to 60 DS-0s	Up to 72 DS-0s	Up to 84 DS-0s	More than 84 DS-0s
Alberta			TC	I CRTC 18	001, Item 3	555.4(4)		
British Columbia			TCBC	CRTC 100	5, Item 197	-A(D)(1)(c)	
Manitoba			MTS	CRTC 240	001, Item 3	000(3)(C)		
New Brunswick		NBTel CRTC 12001, Item 805.2(A)(3)(b)						
Newfoundland		NewTel CRTC 13001, Item 295(2)(i)(iv)						
Nova Scotia		MTT CRTC 10001, Item 1270(5)(a)						
Ontario ¹	5.00	8.75	11.25	11.25	12.50	12.50	12.50	13.75
Ontario ²	NorthernTel CRTC 25510, Section N230, Item 4 (4.03)							
Ontario/Quebec ³		Bell CRTC 7396, Item G15(b)(5) Bell Aliant CRTC 21563, Item G15(b)(5)						
Quebec ⁴		Télébec CRTC 25140, Item 10.1.3(1)(c)(í)						
Quebec ⁵	TCQ CRTC 25080, Item 4.05.04(c)							
Prince Edward Island		IslandTel CRTC 11001, Item 922(1)(a)(5)(a)						
Saskatchewan			SaskT	el CRTC 2	1414, Item	650.20(4)	T	

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

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

ITEM 403. Line-side Access – continued

- 5. Telephone Numbers
 - The charges specified below apply if a WSP requests telephone number ranges in connection with line-side access. **Xittel** provides 7-digit telephone numbers with outpulsing either as a dedicated group of 10,000 consecutive numbers (an entire NXX) or individually from a non-dedicated NXX. Numbers may be activated immediately or reserved for activation at a later date. An entire NXX may be reserved where forecasts warrant. Telephone numbers will be reserved for a minimum of one month, and remain reserved until placed in service or released at the request of the WSP.
 - 2. The WSP is responsible for all charges levied in respect of all calls associated with any telephone number assigned and activated on behalf of that WSP.
 - 3. Xittel does not provide a directory listing in respect of telephone numbers reserved or activated on behalf of a WSP. Xittel will arrange to have a telephone number assigned to a WSP listed in a LEC's directory in accordance with Item 202 upon request by a WSP on behalf of its end-customer. Any charges levied on Xittel by the LEC providing the directory will be payable by the WSP to Xittel.
- 6. Charges for Activated Telephone Numbers

The service charge specified below applies for each request to place any quantity of telephone numbers in service at one POI at the same time. In addition, the monthly charge specified below applies for each telephone number activated.

Territory	Service charge, per request (\$)	Monthly charge, per telephone number (\$)			
Alberta	TCI CRTC 180	001, Item 555.4(10)(c)			
British Columbia	TCBC CRTC 1005	5, Item 197-A(D)(1)(d)(ii)			
Manitoba	MTS CRTC 24001, Item 3000(3)(E)				
New Brunswick	NBTel CRTC 12001, Item 805.2(A)(3)(e)(i)				
Newfoundland	NewTel CRTC 13001, Item 295(2)(i)(i)				
Nova Scotia	MTT CRTC 10001, Item 1270(1)(b) and (c)				
Ontario ¹	126.00	0.1400			

ITEM 403. Line-side Access - continued

Territory	Service charge, per request (\$)	Monthly charge, per telephone number (\$)				
Ontario ²	NorthernTel CRTC 25510, Section N230, Item 4 (
Ontario/Quebec ³	Bell CRTC 7396, Item G15(b)(1)(a)(1) Bell Aliant CRTC 21563, Item G15(b)(1)(a)(1)					
Quebec ⁴	Télébec CRTC 25140, Item 10.1.3(1)(d)(v)(a)					
Quebec ⁵	TCQ CRTC 25080, Item 4.05.04(d)(1)					
Prince Edward Island	IslandTel CRTC 11001, Item 922(1)(b) and (c)					
Saskatchewan	SaskTel CRTC 21414, Item 650.20(4)					

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

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

7. Charges for Reserved Telephone Numbers

The service charge specified below applies for each request to reserve any quantity of telephone numbers at one POI at the same time. In addition, the monthly charge specified below applies for each telephone number reserved but not in service.

Territory	Service charge, per request (\$)	Monthly charge, per telephone number (\$)				
Alberta	TCLCRTC	TCI CRTC 18001, Item 555.4(10)(b)				
British Columbia	TCBC CRTC	1005, Item 197-A(D)(1)(e)				
Manitoba	MTS CRTC	24001, Item 3000(3)(E)				
New Brunswick	NBTel CRTC 1	2001, Item 805.2(A)(3)(c)(ii)				
Newfoundland	NewTel CRT	C 13001, item 295(2)(i)(ii)				
Nova Scotia	MTT CRTC 10	MTT CRTC 10001, Item 1270(1)(b) and (d)				
Ontario ¹	98.00	0.0400				
Ontario ²	NorthernTel CRTC 2	NorthernTel CRTC 25510, Section N230, Item 4 (4.01)				
Ontario/Quebec ³		/396, Item G15(b)(1)(a)(2) C 21563, Item G15(b)(1)(a)(2)				
Quebec ⁴	Télébec CRTC 2	Télébec CRTC 25140, Item 10.1.3(1)(d)(y)(b)				
Quebec ⁵	TCQ CRTC	TCO CRTC 25080, Item 4.05.04(d)(2)				
Prince Edward Island	IslandTel CRTC	IslandTel CRTC 11001, Item 922(1)(b) and (c)				
Saskatchewan	SaskTel CR	SaskTel CRTC 21414, Item 650,20(4)				

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

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

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ITEM 403. Line-side Access - continued

8. 100 and 1000 Block Routing

"Block routing" refers to an arrangement whereby **Xittel** will verify that an incoming call is destined to a telephone number activated on behalf of a WSP, then route the call to the WSP's switch on a trunk-side basis, enabling the exchange of CCS7 signalling information. The WSP may request block routing on the basis of blocks of 100 or 1000 numbers. In each territory where interconnection occur, the service charge per block, the monthly charge per block, and/or a monthly charge per number will apply as set out below.

100 and 1000 Block Routing					
Territory	Service charge, per block (\$)	Monthly charge, per block (\$)	Monthly charge, per number (\$)		
Alberta	TCI CRTC 18001 Item 555.4(5)	-	TCI CRTC 18001 Item 555,4(5)		
British Columbia	TCBC CRTC 1005 Item 197-A(E)(6)(a)	1	TCBC CRTC 1005 Item 197-A(D)(1)(e)		
Manitoba	MTS CRTC 24001 Item 3000(3)(F)		MTS CRTC 24001 Item 3000(3)(E)		
New Brunswick	NBTel CRTC 12001 Item 805.2(B)(2)(d)	-	NBTel CRTC 12001 Item 805.2(A)(3)(c)(ii)		
Newfoundland	NewTel CRTC 13001 Item 295(3)(f)(i)	-	NewTel CRTC 13001 Item 295(2)(i)(ii)		
Nova Scotia	MTT CRTC 10001 Item 1270(1)(e)	MTT CRTC 10001 Item 1270(1)(e)	MTT CRTC 10001 Item 1270(1)(b)		
Ontario ¹	66.75	-	0.0400		
Ontario ²	[FILE]	[FILE]	[FILE]		
Ontario/Quebec ³	Bell CRTC 7396 ltem G15(c)(6) Bell Aliant CRTC 21563 Item G15(c)(6)	Bell CRTC 7396 Item G15(c)(6) Bell Aliant CRTC 21563 Item G15(c)(6)	Bell CRTC 7396 Item G15(b)(1)(a)(2) Bell Aliant CRTC 2156 Item G15(b)(1)(a)(2)		
Quebec ⁴	Télébec CRTC 25140 Item 10.1.3(1)(d)(vi)(a)	Télébec CRTC 25140 Item 10.1.3(1)(d)(vi)(a)	Télébec CRTC 25140 Item 10.1.3(1)(d)(vi)(b)		
Quebec⁵	[FILE]	[FILE]	[FILE]		
Prince Edward Island	[FILE]	[FILE]	[FILE]		
Saskatchewan	SaskTel CRTC 21414 Item 650,20(4)	SaskTel CRTC 21414 Item 650.20(4)	-		

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

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

- 3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
- 4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.
- 5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

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ITEM 403. Line-side Access – continued

9. Transfer of Entire NXX

On request, **Xittel** will transfer an entire NXX being used by a WSP for line-side access to use in connection with trunk-side access. The following service charge applies to recover costs associated with the transfer of the NXX from **Xittel** switch to the WSP's switch.

Territory	Service charge, per transfer (\$)			
Alberta	[FILE]			
British Columbia	TCBC CRTC 1005, Item 197-A(E)(6)(c)			
Manitoba	[FILE]			
New Brunswick	[FILE]			
Newfoundland	[FILE]			
Nova Scotia	[FILE]			
Ontario ¹	2,280.00			
Ontario ²	[FILE]			
Ontario/Quebec ³	Bell CRTC 7396, Item G15(c)(7) Bell Aliant CRTC 21563, Item G15(c)(7)			
Quebec ⁴	Télébec CRTC 25140, Item 10.1.3(1)(e)(i)			
Quebec ⁵	[FILE]			
Prince Edward Island	[FILE]			
Saskatchewan	SaskTel CRTC 21414, Item 650.20(4)			

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

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

- 3. Rates applicable in the operating territories of Bell Aliant and Bell Canada operating as the ILECs.
- 4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

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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 **Xittel** facilities with those of Telecommunications Providers.

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

- Call routing LRN Absent service provides call processing for calls from a Telecommunications Provider in locations where LNP has been implemented, and where the Telecommunications Provider does not transmit the LRN of the serving switch to which the call must be routed for termination.
- Call routing LRN Absent functionality is limited to Xittel determining, in conjunction with its arrangement for LNP access to a Service Control Point (SCP), if the destination telephone number of a call from a Telecommunications Provider has been ported to another LEC, and if so, obtaining the LRN of the serving switch to which the call must be routed for termination.
- 3. Rates and Charges

Charges for call routing – LRN Absent are specified below. The charges are applicable to all line-side access interconnecting circuits and to trunk-side MF interconnecting circuits. In addition, call routing - LRN Absent is available for trunk-side CCS7 interconnecting circuits as an option.

		C	all Routing LF	RN Absent, per	DS-0		
Line Side		Trunk-side Interconnecting Circuits					
	Line-Side	MF Interconnecting Circuits		CCS7 Interconnecting Circuits		Interconnecting Circuits	
Territory	Interconnecting Circuits, per month (\$)	One-way, per month (\$)	Two-way, per month (\$)	One-way, per month (\$)	Two-way, per month (\$)	Service Charge (\$)	
Alberta	TCC CRTC 21462, Item 209.3					TCI CRTC 18008, Item 215.4(2)(b)(ii)	
British Columbia	TCC CRTC 21462, Item 209.3					TCBC CRTC 1017, Item 105(D)(4)(b)	
Manitoba	MTS CRTC 24006, Item 115(4)(E)					MTS CRTC 24006, Item 115(4)(E)	
New Brunswick	Aliant CRTC 21491, Item 630(3)(e)				Aliani CRTC 21491, Item 630(3)(e)		
Newfoundland	Aliant CRTC 21491, Item 630(3)(e)				Aliant CRTC 21491, Item 630(3)(e)		
Nova Scotia		Aliant CRT0	21491, Item 6	30(3)(c)		Aliant CRTC 21491, Item 630(3)(e)	
Ontario ¹	4.95	6.20	3.75	6.20	3.75	206.00	
Ontario ²	NorthernTel CRTC 25510, Section N200, Item 14(4)(4.04)					NorthernTel CRTC 25510 Section N200, Item 14(4)(4,04)	
Ontario/Quebec ³	Bell CRTC 7516, Item 115(4)(e) Bell Aliant CRTC 21562, Item 115(4)(e)					Bell CRTC 7516, Item 115(4)(e) Bell Aliant CRTC 21562, Item 115(4)(e)	
Quebec ⁴	[FILE]					[FILE]	
Quebec ⁵	TCQ CRTC 25082, Item 1.07.04(a)					TCI CRTC 18008, Item 215.4(2)(b)(ii)	
Prince Edward Island	Aliant CRTC 21491, Item 630(3)(e)				Aliant CRTC 21491, Item 630(3)(e)		
Saskatchewan		SaskTel CRT	C 21414, Item	610.13(4)		SaskTel CRTC 21414, Item 610.13(4)	

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

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebec.

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Xittel Tariff Notice 1

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ITEM 502. Port-Out Cancellation Charge

- 1. This charge applies to the cancellation of a pending request to port a telephone number from Xittel to a LEC or WSP in excess of 10% of the total number of valid telephone number porting requests issued by the LEC or WSP in a calendar month, where valid porting requests are those that have been accepted and provisioned. Port-out cancellations that arise due to a subsequent decision from the customer, as indicated by a valid More Recent Authorization received by Xittel, or that are attributable to other factors under the control of Xittel, such as delays due to missed due dates, will not be included in the port-out cancellation total that is attributed to the LEC or WSP.
- If a LEC or WSP submits a Local Service Request on behalf of a customer, and another LEC or WSP submits another Local Service Request with More Recent Authorization on behalf of the same customer, the cancellation of the first Local Service Request will not be included in the port-out cancellation total that is attributed to the LEC or WSP.
- 3. A port order cancellation will not be included in the port-out cancellation total that is attributed to the LEC or WSP, if:

- a customer informs **Xittel** that the customer wishes to remain with **Xittel**, rather than proceed with an approved number port to a competitor; and

- the approved number port to a competitor has not already been cancelled by **Xittel** after a 7-day period following the due date of the request.

4. Charge:

Territory	Service charge, per request (\$)
Alberta	[FILE]
British Columbia	[FILE]
Manitoba	[FILE]
New Brunswick	[FILE]
Newfoundland	(FILE)
Nova Scotia	(FILE)
Ontario ¹	[FILE]
Ontario ²	[FILE]
	Bell CRTC 7516, Item 115(4)(f)
Ontario/Quebec ³	Bell Aliant CRTC 21562, Item 115(4)(f)

ITEM 502. Port-Out Cancellation Charge

Territory	Service charge, per request (\$)
Quebec ⁴	(FILE)
Quebec ⁵	(FILE)
Prince Edward Island	[FILE]
Saskatchewan	(FILE)

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

2. Rates applicable in the operating territory of NorthernTel Limited Partnership operating as the SILEC.

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

4. Rates applicable in the operating territory of société en commandite Télébec operating as the ILEC.

5. Rates applicable in the operating territory of TELUS Communications Company operating as the ILEC in Quebee.

Partie E Other Interconnection Services

ITEM 503. Conditions pour les entreprises autres que les entreprises canadiennes :

1. En conformité avec les exigences établies par le Conseil à la Politique réglementaire de télécom CRTC 2017-11, toute personne offrant et fournissant des services de télécommunications et qui n'est pas une entreprise canadienne au sens de la Loi sur les télécommunications doit, afin d'obtenir des services de l'entreprise :

a) S'inscrire auprès du Conseil;

b) S'assurer que tous ses clients de gros et ses clients de gros subordonnés sont dûment inscrits auprès du Conseil avant de recevoir les services de télécommunications de l'entreprise;

c) Se conformer aux obligations énoncées à l'Annexe de la Politique réglementaire de télécom CRTC 2017-11 ainsi qu'à toute exigence subséquente que le Conseil peut fixer et s'assurer que tous ses clients de gros et ses clients de gros subordonnés se conforment à ces exigences.