EXECULINK TELECOM INC.
(Execulink Telecom)

GENERAL CLEC TARIFF

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

Explanation of Symbols

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

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

Abbreviations of Companies Names

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

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

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PART A Definitions and General Terms

ITEM 100. General

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

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

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

PART A Definitions and General Terms

ITEM 101. Definitions

In this Tariff:

"Act" is the Telecommunications Act (S.C. 1993, c.38 as amended).

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

"ANI" means automatic number identification.

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

"channel" means a path provided over a transmission facility for the transmission of telecommunications.

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

"circuit group" means a group of equivalent circuits.

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

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

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

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

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

"control" includes control in fact, whether through one or more persons.

"customer" means a person or legal entity, including an end-customer, a reseller or a sharing group, that purchases telecommunications services from a Telecommunications Provider and is liable to the Telecommunications

Provider for those services.

PART A Definitions and General Terms

ITEM 101. Definitions - continued

"data service" means a telecommunications service other than a voice service.

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

"digital transmission" is a telecommunications transmission that uses non-continuous signals to transmit information.

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

"DS-0" is a channel capable of digital transmission at 64Kbps.

"DS-1" is a channel capable of digital transmission at 1.544 Mbps.

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

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

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

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

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

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

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

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

"interconnecting circuit" means a circuit or path that connects a Telecommunications Provider's facility to **Execulink Telecom's** facilities to provide access to **Execulink Telecom's** local switched telephone network.

"interexchange carrier or IXC" is a Canadian carrier, as defined in section

2 of the Act, that provides interexchange service.

PART A Definitions and General Terms

ITEM 101. Definitions - continued

"interexchange reseller or IX reseller" is a reseller that provides interexchange service.

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

"IX service provider or IXSP" is an IXC or IX reseller.

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

"LEC" is a local exchange carrier.

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

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

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

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

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

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

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

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

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

"point of interconnection or POI" is a switch or other point of interconnection designated by **Execulink Telecom** as its gateway for purposes of interconnecting to Telecommunications Providers in an

exchange.

PART A Definitions and General Terms

ITEM 101. Definitions - continued

"ported numbers" are those telephone numbers formerly associated with a particular LEC and now associated with a different LEC.

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

"PSTN" means the public switched telephone network.

"resale" means the subsequent sale or lease on a commercial basis, with or without adding value, of a telecommunications service purchased from **Execulink Telecom** 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 **Execulink Telecom** and includes a LEC, an IXSP and a WSP operating in the same exchange as **Execulink Telecom**.

"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 **Execulink Telecom's** local switch and another switch.

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

PART A Definitions and General Terms

ITEM 102. General Rights and Obligations

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

1. General

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

   All of the above bind **Execulink Telecom** and Telecommunications Providers.

2. Effective Date of Changes

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

3. Obligation to Provide Service

1. Except as otherwise expressly specified elsewhere in this Tariff, and subject to Item 102.3.2 to 102.3.4 below, all of the interconnection services available to Telecommunications Providers under this Tariff are provided by **Execulink Telecom** pursuant to an obligation to serve.

PART A Definitions and General Terms

ITEM 102. General Rights and Obligations – continued

3. Obligation to Provide Service – continued

2. Notwithstanding **Execulink Telecom's** obligation to offer the services under this Tariff, **Execulink Telecom** is not required to provide interconnection service to a Telecommunications Provider where:
   1. the Telecommunications Provider owes amounts to **Execulink Telecom** that are past due, other than as a guarantor;
   2. the Telecommunications Provider does not provide to **Execulink Telecom** 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 **Execulink Telecom** 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 **Execulink Telecom** does not provide service on an application by a Telecommunications Provider, it must provide written explanation upon request.

4. Execulink Telecom's Facilities

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

PART A Definitions and General Terms

ITEM 102. General Rights and Obligations - continued

4. Execulink Telecom's Facilities - continued

4. Where the Telecommunications Provider reports trouble in relation to the interconnection services to **Execulink Telecom**, **Execulink Telecom** must initiate trouble repair procedures at such time.

5. Execulink Telecom's Right to Enter Premises

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

6. Deposits and Alternatives

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

PART A Definitions and General Terms

ITEM 102. General Rights and Obligations - continued

6. Deposits and Alternatives - continued

refund of the deposit, and will be reflected on **Execulink Telecom's** next billing statement.

5. **Execulink Telecom** will show the total principal amount of deposits held on each Telecommunications Provider's billing statement.
6. **Execulink Telecom** 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, **Execulink Telecom** must promptly refund or credit the deposit, with interest, or return the guarantee or other written undertaking, retaining only any amount then owed to it by the Telecommunications Provider.
7. At no time may the amount of all deposits and alternatives provided exceed 3 months of charges for all interconnection services provided by **Execulink Telecom** to the Telecommunications Provider under this Tariff.

7. Restrictions on Use of Services

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

   In all cases **Execulink Telecom** or the Telecommunications Provider, as the case may be, must then be notified of the changes as soon as possible.
3. No payment may be exacted directly or indirectly from a Telecommunications Provider by any party other than **Execulink Telecom** for use of any of **Execulink Telecom's** interconnection services except where otherwise stipulated in **Execulink Telecom's** Tariffs, or by the provisions of an applicable interconnection agreement.

PART A Definitions and General Terms

ITEM 102. General Rights and Obligations - continued

8. Non-Disclosure of Confidential Information

As a condition of **Execulink Telecom** providing interconnection services to the Telecommunications Provider pursuant to this Tariff, the Telecommunications Provider agrees to protect **Execulink Telecom's** confidential information as if it were a party to Schedule A of the MALI. **Execulink Telecom** shall provide to the Telecommunications Provider a copy of Schedule A. For its part, **Execulink Telecom** 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 **Execulink Telecom's** facilities, **Execulink Telecom's** liability is limited to a refund of charges, on request, proportionate to the length of time that the problem existed. No request is necessary where a problem in service lasts 24 hours or more from the time **Execulink Telecom** is advised of the problem. However, where the problem is occasioned by **Execulink Telecom's** negligence, **Execulink Telecom** is also liable for the amount calculated in accordance with Item 102.10.2.

10. Limitation of Execulink Telecom's Liability

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

PART A Definitions and General Terms

ITEM 102. General Rights and Obligations - continued

10. Limitation of Execulink Telecom's 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 **Execulink Telecom**.

4. When facilities of third parties are used in establishing connections to or from facilities under the control of a Telecommunications Provider, **Execulink Telecom** is not liable for any act, omission or negligence of the third party.

5. In the provision of interconnection services, **Execulink Telecom** is not responsible to the Telecommunications Provider's customer for end-to-end service.

11. Payment

1. Subject to Items 102.11.2 and 102.11.3, charges cannot be considered past due until the next billing statement has been generated or the time period for payment indicated on the previous billing statement has passed.

2. In exceptional circumstances, prior to the normal billing date, **Execulink Telecom** 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 **Execulink Telecom** demands payment, whichever comes later.

3. No charge disputed by a Telecommunications Provider can be considered past due unless **Execulink Telecom** 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. **Execulink Telecom** shall provide to the Telecommunications Provider a copy of Schedule E.

4. **Execulink Telecom** 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 **Execulink Telecom** has reasonable grounds for believing that the Telecommunications Provider intends to defraud **Execulink Telecom**.

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

PART A Definitions and General Terms

ITEM 102. General Rights and Obligations - continued

14. Minimum Contract Period

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

15. Telecommunications Provider - Initiated Cancellation or Termination of Service

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

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

PART A Definitions and General Terms

ITEM 102. General Rights and Obligations - continued

16. Execulink Telecom -Initiated Suspension or Termination of Service - continued

1. fails to pay an amount owing by the Telecommunications Provider that is past due, provided that **Execulink Telecom** has provided reasonable advance notice;
2. fails to provide or maintain a reasonable deposit or alternative when required to do so pursuant to these Terms;
3. fails to comply with the provisions of a deferred payment agreement;
4. repeatedly fails to provide **Execulink Telecom** with reasonable entry and access in conformity with Item 102.5.1;
5. uses or permits others to use any of **Execulink Telecom's** interconnection services so as to prevent fair and proportionate use by others;
6. contravenes Item 102.7; or
7. fails to provide payment when requested by **Execulink Telecom** pursuant to Item 102.11.4.

3. **Execulink Telecom** may not suspend or terminate service in the following circumstances:
   1. where the Telecommunications Provider is prepared to enter into and honour a reasonable deferred payment agreement; or
   2. where there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and **Execulink Telecom** 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, **Execulink Telecom** must provide the Telecommunications Provider with reasonable advance notice, stating:
   1. the reason for the proposed suspension or termination and the amount owing, if any;
   2. the scheduled suspension or termination date; and
   3. subject to contrary provisions of this Tariff or as approved by the CRTC, that a reasonable deferred payment agreement can be entered into (where the reason for suspension or termination is failure to pay).

5. Where repeated efforts to contact the Telecommunications Provider have failed, **Execulink Telecom** 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.

PART A Definitions and General Terms

ITEM 102. General Rights and Obligations - continued

16. Execulink Telecom -Initiated Suspension or Termination of Service - continued

6. In addition to the notice required by Item 102.16.4, **Execulink Telecom** must, at least 24 hours prior to suspension or termination, advise the Telecommunications Provider or another responsible person that suspension or termination is imminent, except where:
   1. repeated efforts to so advise have failed;
   2. immediate action must be taken to protect **Execulink Telecom** from network harm resulting from facilities controlled or provided by the Telecommunications Provider; or
   3. the suspension or termination occurs by virtue of a failure to provide payment when requested by **Execulink Telecom** pursuant to Item 102.11.4.
7. Except with the Telecommunications Provider's consent or in exceptional circumstances, suspension or termination may occur only on business days between 8 a.m. and 5 p.m., local time, unless the business day precedes a non-business day, in which case disconnection may not occur after 12 noon local time.
8. Suspension or termination does not affect the Telecommunications Provider's obligation to pay any amount owed to **Execulink Telecom**.
9. In the case of interconnection services that have been suspended, unless suspension occurs during the minimum contract period, **Execulink Telecom** must make a daily pro rata allowance based on the monthly charge for such interconnection services.
10. **Execulink Telecom** 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, **Execulink Telecom** 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 **Execulink Telecom**, which consent shall not unreasonably be withheld.

PART A Definitions and General Terms

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 **Execulink Telecom** 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 **Execulink Telecom** rather than, or in addition to, services from the Telecommunications Provider.

PART A Definitions and General Terms

ITEM 103. Payment of Charges

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

PART B Interconnection with Local Exchange Carriers (LECs)

ITEM 200. General

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

Interconnection between **Execulink Telecom** and a LEC will be made on a per LIR basis. The only exception will be for LECs that are interconnected with **Execulink Telecom** 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 **Execulink Telecom** 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 **Execulink Telecom**.

PART B Interconnection with Local Exchange Carriers (LECs)

ITEM 201. Compensation for Traffic Termination

1. Termination of Intra-Exchange or Intra LIR Traffic

1. Traffic imbalance may occur for traffic that is interchanged between **Execulink Telecom** 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.

2. For existing exchange-based interconnection, **Execulink Telecom** will notify the LEC of any imbalance in **Execulink Telecom's** favour that is detected for 3 consecutive months on specific trunk groups (the "initial imbalance").

3. If **Execulink Telecom** detects a traffic imbalance in its favour, subsequent to the initial imbalance that applies for existing exchange-based interconnection and for LIR-based interconnection, it shall notify the LEC as soon as possible. For both the exchange-based and the LIR-based interconnection regimes, the non-recurring monthly rates specified below will be applied on the basis of actual traffic imbalances from the date of notification.

4. 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 monthly rates specified below apply for as long as the imbalance exists. When an imbalance recurs in a month subsequent to its declining to zero, **Execulink Telecom** shall notify the LEC of the recurrence of the imbalance. **Execulink Telecom** will then issue an invoice for the imbalance consistent with the manner in which ongoing imbalance situations are billed.

5. Where a traffic imbalance favourable to **Execulink Telecom** exists for a partial month after the activation of bill-and-keep trunks in a new LIR, **Execulink Telecom** may waive charges for that partial month. If **Execulink Telecom** chooses to do so, billing will resume as normal in the first complete month.

PART B Interconnection with Local Exchange Carriers (LECs)

ITEM 201. Compensation for Traffic Termination - continued

Termination of LEC Intra-exchange 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 [1]					
Greater than 20%	Bell CRTC 7516, Item 105(4)(d)(1)				
Greater than 40%	Bell Aliant CRTC 21562, Item 105(4)(d)(1)				
Greater than 60%					

1. Rates applicable in the operating territory of Bell Canada operating as the ILEC.

PART B Interconnection with Local Exchange Carriers (LECs)

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					
Greater than 10%	Bell CRTC 7516, Item 105(4)(d)(1) Bell Aliant CRTC 21562, Item 105(4)(d)(1)				
Greater than 20%					
Greater than 30%					
Greater than 40%					
Greater than 50%					
Greater than 60%					
Greater than 70%					
Greater than 80%					
Greater than 90%					

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

PART B Interconnection with Local Exchange Carriers (LECs)

ITEM 201. Compensation for Traffic Termination – continued

Percentage of the compensation payments[1]

The table below indicates the percentages of the monthly compensation payments to a LEC when the total volume of traffic exchanged between **Execulink Telecom** and a LEC over all local shared-cost trunks is at least 10 million minutes per month and the volume of traffic in the direction of that LEC network is more than 80 percent of the total traffic exchanged between **Execulink Telecom** and that LEC (the Traffic Threshold) for three months or more. The percentages set out in the table below will continue to apply for each month until the traffic falls to, or below, the Traffic Threshold.

Following the initial application of the percentages in the table below, the percentages will apply in any subsequent month when the total volume of traffic exchanged between **Execulink Telecom** and that LEC over all their local shared-cost trunks is at least 10 million minutes per month, and the volume of traffic in the direction of that LEC network is more than the Traffic Threshold.

The compensation payments are calculated by applying the percentages to the amounts payable using the rates identified in the tables above.

Percentage of LEC traffic in one direction over total traffic exchanged between LECs	Percentage of the compensation payments to a LEC with highest % traffic in one direction
≤ 80	100
>80	95
>82	90
>84	85
>86	80
>88	75
>90	65
>92	55
>94	45
>96	35
>98	25

[1] Applicable in the operating territories of Bell Aliant and Bell Canada operating as an ILEC

PART B Interconnection with Local Exchange Carriers (LECs)

ITEM 201. Compensation for Traffic Termination - continued

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

1. For existing exchange-based interconnection, LEC traffic originated in an exchange may be delivered to **Execulink Telecom** 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 LIR-based 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 **Execulink Telecom** for termination to end-customers that are located within the EAS area that is inside of the LIR.
2. Unless otherwise mutually agreed, such traffic shall be delivered to **Execulink Telecom** over one-way trunks interconnected at **Execulink Telecom's** POI in the terminating exchange (for existing-exchange based interconnection) or at **Execulink Telecom'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 **Execulink Telecom** on the trunks that deliver EAS traffic.
3. The monthly rates and service charges specified below apply where such traffic is delivered to **Execulink Telecom** 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 **Execulink Telecom** POI in the terminating exchange or LIR.
4. As an alternative, **Execulink Telecom** 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 **Execulink Telecom** on bill and keep trunks, the rates specified in Item 201.1 apply to any resulting traffic imbalance.

PART B Interconnection with Local Exchange Carriers (LECs)

ITEM 201. Compensation for Traffic Termination - continued

Compensation for Traffic Termination							
	Recurring Charge (each Trunk)					Service Charge	
Territory	**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 ($)**
Ontario/Quebec[1]	Bell CRTC 7516, Item 105(4)(d)(1) Bell Aliant CRTC 21562, Item 105(4)(d)(1) (See rates for Termination of Intra-exchange Traffic when traffic imbalance is greater than 60%)					Bell CRTC 7516 Item 105(4)(d)(2) Bell Aliant CRTC 21562 Item 105(4)(d)(2)	

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

PART B Interconnection with Local Exchange Carriers (LECs)

ITEM 202. Basic Listing Interchange File

1. Basic Listing Interchange File ("BLIF") service is offered by **Execulink Telecom** 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 **Execulink Telecom's** end-customers, listed and intended to be listed in the LEC's directories and directory assistance databases. **Execulink Telecom** 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 **Execulink Telecom** in accordance with the terms and conditions contained in the BLIF Agreement, including the limitation of **Execulink Telecom's** liability. A LEC, an independent directory publisher or an alternate operator service provider who obtains **Execulink Telecom's** end-customer listings under this tariff will herein be referred to as the licensee. The licensee accepts all the obligations of the licensee pursuant to the BLIF Agreement and must enter into the BLIF Agreement for 5 years. The BLIF Agreement is renewable automatically for subsequent 5-year periods
3. Listings are provided in a format conforming to the specifications set out in the BLIF Document.
4. The BLIF includes all of the required information as specified in the BLIF Document.
5. The licensee may purchase residential listings, business/government listings, or both.
6. The BLIF for **Execulink Telecom's** serving area is available on an exchange basis. A listing of the exchanges served by **Execulink Telecom** is available on request.

PART B Interconnection with Local Exchange Carriers (LECs)

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 **Execulink Telecom** at least 90 days in advance of the effective date of any such termination. **Execulink Telecom** 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 **Execulink Telecom** describing the nature of the default.

10. In the event of termination, any amounts due to **Execulink Telecom** 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.

PART B Interconnection with Local Exchange Carriers (LECs)

ITEM 202. Basic Listing Interchange File - continued

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

Each BLIF Master and/or Update, per listing	
Territory	**($)**
Ontario/Quebec[1]	Bell CRTC 7516, Item 310(4) Bell Aliant CRTC 21562, Item 310(4)

1. Rates applicable in the operating territory of Bell Canada operating as the ILEC.

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 **Execulink Telecom** and those of Telecommunications Providers that are IXSPs. An interexchange carrier ("IXC") that wishes to interconnect with **Execulink Telecom** must also enter into an interconnection agreement with **Execulink Telecom** 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

1. **Execulink Telecom** 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 **Execulink Telecom** via the ILEC where suitable ILEC facilities exist.

2. Equal Access
   1. Equal Access is available to IXSPs in **Execulink Telecom's** serving areas.
   2. Equal Access is available from any local reseller that is an affiliate of **Execulink Telecom** to IXSPs that subscribe to interconnection services from **Execulink Telecom**.

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 **Execulink Telecom** 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 **Execulink Telecom**. **Execulink Telecom** shall provide the IX reseller with a copy of the CLEC-IXC Agreement.

4. As a condition for network interconnection with **Execulink Telecom**:
   1. 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
   2. 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.

PART C Interconnection with Interexchange Service Providers (IXSPs)

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

5. **Execulink Telecom** 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. **Execulink Telecom** 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 **Execulink Telecom's** own requirements.
6. When **Execulink Telecom** 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 **Execulink Telecom**, at no charge, adequate equipment space and electrical power..
7. The IXSP will also furnish or arrange to furnish to **Execulink Telecom**, at no charge, any additional facilities or protective apparatus that may be required due to particular hazards at the interconnection locations.
8. Where equipment or facilities are provided by the IXSP, or its customers, including IX resellers, the interface with **Execulink Telecom's** equipment or facilities shall comply with industry-accepted guidelines.
9. Prior to receiving interconnection service pursuant to this Part, an IXSP must register with the CRTC and with **Execulink Telecom**, except IXSPs that resell **Execulink Telecom's** switched local exchange or switched interexchange service only to persons physically located in or on the IXSP's business premises.
10. 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 **Execulink Telecom** of such filing.
11. Network Changes
    1. **Execulink Telecom** 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. **Execulink Telecom** 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. **Execulink Telecom** shall not be responsible to an IXSP or its customers for any equipment or facilities which cease to be compatible with **Execulink Telecom's** equipment or facilities or become inoperative because of such changes to **Execulink Telecom's** equipment or facilities.

PART C Interconnection with Interexchange Service Providers (IXSPs)

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

11. Network Changes - continued
    3. **Execulink Telecom** will provide the IXSP with advance notice of changes to **Execulink Telecom's** equipment or facilities that may affect the IXSP's interconnection with **Execulink Telecom** 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 **Execulink Telecom**, materially affect **Execulink Telecom's** operation, interconnection services or network, without the prior consent of **Execulink Telecom**, which shall not unreasonably be withheld.
    5. The IXSP will provide **Execulink Telecom** with advance notice of changes to the IXSP's equipment or facilities that may affect **Execulink Telecom's** interconnection with the IXSP in accordance with applicable CRTC requirements.

12. Network Outages
    1. **Execulink Telecom** will provide the IXSP with the earliest possible notice of all network outages affecting the operation of the IXSP's equipment or facilities.
    2. **Execulink Telecom** 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 **Execulink Telecom's** reasonable control. Nothing in this paragraph shall extend the liability of **Execulink Telecom** 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 **Execulink Telecom's**, shall not:
    1. interfere with or impair service over any facilities of **Execulink Telecom's** or any Telecommunications Providers with which **Execulink Telecom** interchanges traffic;
    2. cause damage to **Execulink Telecom's** facilities;
    3. impair the privacy of any communication carried over **Execulink Telecom's** facilities, or
    4. create hazards to **Execulink Telecom's** employees or to the public.

PART C Interconnection with Interexchange Service Providers (IXSPs)

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, **Execulink Telecom** 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 **Execulink Telecom** 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.

PART C Interconnection with Interexchange Service Providers (IXSPs)

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 **Execulink Telecom** and the IXSP, and can be configured for Feature Group D (FGD).
2. 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).
3. Trunk-side access is provided through FGD interconnecting circuits that may, subject to the availability of suitable facilities:
   1. be connected using Access Tandem (AT) Connection or Direct Connection (DC); and
   2. use MF or CCS7 signalling.
4. The facilities used for trunk-side access may be provided by **Execulink Telecom** or any Telecommunications Provider.
5. 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**	**Change Order**
	each DS-0 Set ($)	**each DS-0 Set ($)**
Ontario/Quebec[1]	Bell CRTC 7516, Item 40(1)(g)(1) Bell Aliant CRTC 21562, Item 40(1)(g)(1)	

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

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 302. Trunk-side Access - continued

2. Switching and Aggregation

1. **Execulink Telecom** 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.

2. 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:

4. Charges:

Switching and Aggregation Charges						
	Rate Based on Connect Time ($)		**Connect Time to Conversation Minutes Ratio**		**Charge Based on Conversation Minutes ($)**	
Territory	Direct Connection	Access Tandem	Direct Connection	Access Tandem	Direct Connection	Access Tandem
Ontario/Quebec[1]	Bell CRTC 7516, Item 40(4)(d) Bell Aliant CRTC 21562, Item 40(4)(d)					

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

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PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 302. Trunk-side Access - continued

3. CCS7 Signalling

1. CCS7 Signalling service may be provided by **Execulink Telecom** to an IXSP for the purpose of call set-up and take-down. The service provides a port connection on **Execulink Telecom's** designated gateway Signalling Transfer Points (STPs) for each DS-0 channel linking **Execulink Telecom's** 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.

2. The DS-0 channel facility linking **Execulink Telecom's** STPs to the IXSP's STPs or switch(es) may be provided by **Execulink Telecom** or by any Telecommunications Provider.

Rates

3. 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.

4. 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

5. 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 **Execulink Telecom** 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 C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 302. Trunk-side Access – continued

CCS7 Signalling					
	Monthly 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**
Ontario/Quebec[1]	Bell CRTC 7516 Item 40(1)(h)(1) Bell Aliant CRTC 21562 Item 40(1)(h)(1)	Bell CRTC 7516 Item 40(1)(h)(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)

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

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 302. Trunk-side Access - continued

4. Primary Interexchange Carrier (PIC) Processing

1. 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 **Execulink Telecom's** 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 **Execulink Telecom**. 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 **Execulink Telecom** in writing at least 30 calendar days before the requested effective date of the change.

3. **Execulink Telecom** 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 **Execulink Telecom** and the IXSP.

4. **Execulink Telecom** 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 end-customer 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 **Execulink Telecom**, 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.

PART C Interconnection with Interexchange Service Providers (IXSPs)

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 **Execulink Telecom** a detailed record transaction in CARE format of all working telephone numbers subscribed to a specific billing telephone number ("BTN").

7. To enable the IXSP to perform reconciliation between the IXSP's billing records and **Execulink Telecom's** PIC database, the IXSP may request a verification record from **Execulink Telecom**.

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 **Execulink Telecom** and the IXSP interconnect.

Primary Interexchange Carrier (PIC) Processing							
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 ($) Item 302.4.7
Ontario/Quebec[1]	Bell CRTC 7516, Item 40(5)(h) Bell Aliant CRTC 21562, Item 40(5)(h)						

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

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 302. Trunk-side Access - continued

5. Carrier Network Profile Change

1. **Execulink Telecom** 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.

2. 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 **Execulink Telecom's** 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**
Ontario/Quebec[1]	Bell CRTC 7516, Item 40(7)(c) Bell Aliant CRTC 21562, Item 40(7)(c)			

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

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 303. Network Announcements for Customers of Disconnected IXSPs with Trunk-side Access

1. This service provides for a network announcement to be activated when an IXSP with trunk-side access is disconnected from **Execulink Telecom's** network or otherwise ceases to provide its end-customers with access to interexchange services. **Execulink Telecom** 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 **Execulink Telecom's** 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 **Execulink Telecom** its CARE Profile for that ILEC operating territory, on the date that the announcement is activated.
4. Service Charges:

Network Announcements for Customers of Disconnected IXSPs with Trunk-Side Access		
Territory	**Once only announcement creation fee ($)**	**Announcement activation charge, each occurrence ($)**
Ontario/Quebec[1]	Bell CRTC 7516, Item 80(1)(c) Bell Aliant CRTC 21562, Item 80(1)(c)	

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

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 304. Bulk Transfer of End-Customer Base Between IXSPs

1. 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 **Execulink Telecom** to convert the end-customers' PIC selections from the original IXSP to the acquiring IXSP on a bulk transfer basis. Before **Execulink Telecom** will process the requested transfer, the acquiring IXSP must provide **Execulink Telecom** with documentation of the original IXSP's agreement to the bulk transfer of its end-customer base.
2. The acquiring IXSP must request a bulk transfer of an original IXSP's end-customer base from **Execulink Telecom** in advance of the proposed transfer date. The advance notice required by **Execulink Telecom** and the specific timing of the transfer will vary depending upon the size and nature of the end-customer base to be transferred.
3. 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.
4. Charges

Territory	Basic Charge, each request ($)	Variable Charge, each NAS ($)
Ontario/Quebec[1]	Bell CRTC 7516, Item 85(1)(d) Bell Aliant CRTC 21562, Item 85(1)(d)	

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

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 305. Billing and Collection Service

1. Subject to the terms and conditions set forth in a Billing and Collection Services Agreement to be entered into between **Execulink Telecom** and the IXSP or its agent, **Execulink Telecom** 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:
   1. preparation and rendering of bills for charges purchased by **Execulink Telecom** from the IXSP which are associated with eligible services provided by the IXSP to end-customers who also maintain accounts with **Execulink Telecom** 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 **Execulink Telecom** 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 **Execulink Telecom**, if necessary, and the revised tax amounts will be billed;
   3. answering of end-customer questions regarding charges billed by **Execulink Telecom** for eligible services provided by the IXSP, excluding questions about the details of the IXSP's services, rates, rate structure and similar matters; and
   4. 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 **Execulink Telecom.**

3. **Execulink Telecom's** billing and collection service may be provided to the IXSP either by **Execulink Telecom** or by its agent.

4. **Execulink Telecom** 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.

PART C Interconnection with Interexchange Service Providers (IXSPs)

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 end-customer; 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 (%)
Ontario/Quebec[1]	Bell CRTC 7516, Item 42(3)(b) Bell Aliant CRTC 21562, Item 42(3)(b)

1. Rates applicable in the operating territory of Bell Canada operating as the ILEC.

PART C Interconnection with Interexchange Service Providers (IXSPs)

ITEM 305. Billing and Collection Service - continued

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

Territory	AR returned prior to billing ($)	AR billed to an end-customer ($)	AR returned or charged back to IXSP after billing ($)
Ontario/Quebec[1]	Bell CRTC 7516, Item 42(3)(d) Bell Aliant CRTC 21562, Item 42(3)(d)		

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

PART D Interconnection with Wireless Service Providers (WSPs)

ITEM 400. General

This Part governs the provision of interconnection services associated with interconnection of the facilities and services of **Execulink Telecom** 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 **Execulink Telecom** 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 **Execulink Telecom**. 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 **Execulink Telecom** 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. **Execulink Telecom** 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. **Execulink Telecom** 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 **Execulink Telecom** and taking account of **Execulink Telecom's** own requirements.
4. When **Execulink Telecom** 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 **Execulink Telecom**, at no charge, adequate equipment space and electrical power.
5. The WSP will also furnish or arrange to furnish to **Execulink Telecom**, at no charge, any additional facilities or protective apparatus that may be required due to particular hazards at the interconnection locations.
6. Where equipment or facilities are provided by the WSP or its customers, the interface with **Execulink Telecom's** equipment or facilities shall comply with industry accepted guidelines.
7. Network Changes

    1. **Execulink Telecom** makes no representations that its equipment and facilities are adapted or will remain adapted for use in connection with WSP-provided equipment or facilities.
    2. **Execulink Telecom** 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. **Execulink Telecom** shall not be responsible to a WSP or its customers for any equipment or facilities which cease to be compatible with **Execulink Telecom's** equipment or facilities or become inoperative because of such changes to **Execulink Telecom's** equipment or facilities.

PART D Interconnection with Wireless Service Providers (WSPs)

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

7. Network Changes – continued

   3. **Execulink Telecom** will provide the WSP with advance notice of changes to **Execulink Telecom's** equipment or facilities that may affect the WSP's interconnection with **Execulink Telecom** in accordance with applicable CRTC requirements.

8. Network Outages

   Execulink Telecom 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 **Execulink Telecom's** reasonable control. Nothing in this paragraph shall extend the liability of **Execulink Telecom** 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 **Execulink Telecom's** circuits, equipment or facilities, shall not:
   1. interfere with or impair service over any facilities of **Execulink Telecom's** or any Telecommunications Providers with which **Execulink Telecom** interchanges traffic;
   2. cause damage to **Execulink Telecom's** facilities;
   3. impair the privacy of any communication carried over **Execulink Telecom's** equipment or facilities; or
   4. create hazards to **Execulink Telecom's** employees or to the public.

10. If such characteristics or methods of operation are not in accordance with Item 401.9, **Execulink Telecom** 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 **Execulink Telecom** 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.

PART D Interconnection with Wireless Service Providers (WSPs)

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 **Execulink Telecom's** 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 **Execulink Telecom** pursuant to this Part. The WSP shall be the sole point of contact with **Execulink Telecom** in respect of the equipment, facilities or services provided, including for the purpose of making trouble reports.

PART D Interconnection with Wireless Service Providers ("WSPs")

ITEM 402. Trunk-side Access

1. "Trunk-side access" refers to an arrangement using interconnection facilities to enable the interchange of traffic between **Execulink Telecom** and the WSP using CCS7 signalling.
2. Trunk-side access is provided through digital circuits. The facilities used to provide digital circuits may be provided by **Execulink Telecom** 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.

Trunk-Side Access Service Charges		
Territory	**Order Processing, each DS-0 Set ($)**	**Activation or change, each DS-0 ($)**
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(c)(2)(f) and (g) Bell Aliant CRTC 21563, Item G15(c)(2)(f) and (g)	

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

PART D Interconnection with Wireless Service Providers ("WSPs")

ITEM 402. Trunk-side Access - continued

4. Access Charge

The trunk-side monthly access charge specified below provides for the common equipment and facilities required to terminate WSP-originated traffic in **Execulink Telecom's** local calling area associated with the POI, including transiting to other LECs and WSPs operating in the local calling area associated with the POI. It also provides for the common equipment and facilities required to route to the WSP's NXXs associated with the exchange in which the POI is located. The charge applies for each activated DS-0 and varies according to the total number of activated DS-0s between the WSP switch and **Execulink Telecom's** POI.

Trunk-Side Access Monthly Charge (per DS-0) ($)					
Territory	**Up to 24 DS-0s**	**Up to 48 DS-0s**	**Up to 72 DS-0s**	**Up to 96 DS-0s**	**Over 96 DS-0s**
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(c)(2) Bell Aliant CRTC 21563, Item G15(c)(2)				

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

PART D Interconnection with Wireless Service Providers ("WSPs")

ITEM 402. Trunk-side Access – continued

5. CCS7 Interconnection

   1. CCS7 signalling service may be provided by **Execulink Telecom** to a WSP for the purpose of call set-up and take-down. The service provides a port connection on **Execulink Telecom's** designated gateway STPs for each DS-0 channel linking **Execulink Telecom's** STPs to the WSP's STPs.
   2. The DS-0 channel facility linking **Execulink Telecom's** STPs to the WSP's STPs may be provided by **Execulink Telecom** 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 **Execulink Telecom's** STP. WSPs are required to connect in multiples of 4 DS-0 channels.

STP, Each Port Connection	
Territory	**Monthly Rate ($)**
Ontario/Quebec 1	Bell CRTC 7396, Item G15(c)(4)(a) Bell Aliant CRTC 21563, Item G15(c)(4)(a)

1. 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 **Execulink Telecom's** gateway STPs.

Administration Charge	
Territory	**Rate ($)**
Ontario/Quebec 1	Bell CRTC 7396, Item G15(c)(4)(c) Bell Aliant CRTC 21563, Item G15(c)(4)(c)

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

PART D Interconnection with Wireless Service Providers ("WSPs")

ITEM 402. Trunk-side Access - continued

6. Directory Listing

   Execulink Telecom 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 **Execulink Telecom** by the LEC providing the directory will be payable by the WSP to **Execulink Telecom**.

PART D Interconnection with Wireless Service Providers ("WSPs")

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 **Execulink Telecom** and the WSP.
2. 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 **Execulink Telecom** 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 ($)
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(b)(5)(i) Bell Aliant CRTC 21563, Item G15(b)(5)(i)

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

PART D Interconnection with Wireless Service Providers ("WSPs")

ITEM 403. Line-side Access

4. Monthly Charges

1. Link Charge
The monthly link charge specified below applies to each DS-1 terminated at **Execulink Telecom's** POI. Answer supervision and MF signalling are included.

Link charge, per DS-1	
Territory	**Monthly Charge ($)**
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(b)(4)(a) Bell Aliant CRTC 21563, Item G15(b)(4)(a)

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

PART D Interconnection with Wireless Service Providers ("WSPs")

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 **Execulink Telecom's** 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 **Execulink Telecom's** 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**
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(b)(5) Bell Aliant CRTC 21563, Item G15(b)(5)							

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

PART D Interconnection with Wireless Service Providers ("WSPs")

ITEM 403. Line-side Access – continued

5. Telephone Numbers

   1. The charges specified below apply if a WSP requests telephone number ranges in connection with line-side access. **Execulink Telecom** 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. **Execulink Telecom** does not provide a directory listing in respect of telephone numbers reserved or activated on behalf of a WSP. **Execulink Telecom** 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 **Execulink Telecom** by the LEC providing the directory will be payable by the WSP to **Execulink Telecom**.

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 ($)	Monthly charge, per telephone number ($)
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(b)(1)(a)(1) Bell Aliant CRTC 21563, Item G15(b)(1)(a)(1)	

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

PART D Interconnection with Wireless Service Providers ("WSPs")

ITEM 403. Line-side Access – continued

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 ($)	Monthly charge, per telephone number ($)
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(b)(1)(a)(2) Bell Aliant CRTC 21563, Item G15(b)(1)(a)(2)	

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

PART D Interconnection with Wireless Service Providers ("WSPs")

ITEM 403. Line-side Access - continued

8. 100 and 1000 Block Routing

"Block routing" refers to an arrangement whereby **Execulink Telecom** 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 ($)**
Ontario/Quebec[1]	Bell CRTC 7396 Item 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 21563 Item G15(b)(1)(a)(2)

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

PART D Interconnection with Wireless Service Providers ("WSPs")

ITEM 403. Line-side Access – continued

9. Transfer of Entire NXX

On request, **Execulink Telecom** 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 **Execulink Telecom's** switch to the WSP's switch.

Territory	Service charge, per transfer ($)
Ontario/Quebec[1]	Bell CRTC 7396, Item G15(c)(7) Bell Aliant CRTC 21563, Item G15(c)(7)

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

PART E Other Interconnection Services

ITEM 500. General

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

PART E Other Interconnection Services

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

1. 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.

2. Call routing - LRN Absent functionality is limited to **Execulink Telecom** 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.

Call Routing LRN Absent, per DS-0						
		Trunk-side Interconnecting Circuits				
		MF Interconnecting Circuits		CCS7 Interconnecting Circuits		
Territory	**Line-Side Interconnecting Circuits, per month ($)**	**One-way, per month ($)**	**Two-way, per month ($)**	**One-way, per month ($)**	**Two-way, per month ($)**	**Service Charge ($)**
Ontario/Quebec[1]	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)

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

PART E Other Interconnection Services

ITEM 502. Port-Out Cancellation Charge

1. This charge applies to the cancellation of a pending request to port a telephone number from **Execulink Telecom** 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 **Execulink Telecom**, or that are attributable to other factors under the control of **Execulink Telecom**, 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.
2. 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 **Execulink Telecom** that the customer wishes to remain with **Execulink Telecom**, 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 **Execulink Telecom** after a 7-day period following the due date of the request.
4. Charge:

Territory	Service charge, per request ($)
Ontario/Quebec[1]	Bell CRTC 7516, Item 115(4)(f) Bell Aliant CRTC 21562, Item 115(4)(f)

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

PART E Other Interconnection Services

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

PART E Other Interconnection Services

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

2. Definitions - continued

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

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

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

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

3. Service Description

1. 9-1-1 emergency response service (9-1-1 ERS) is provided under the terms of this tariff, with the cooperation of the 9-1-1 service provider and the local authority, to **Execulink Telecom**'s end-users who are connected to **Execulink Telecom**'s network by any of **Execulink Telecom**'s exchange services. The provision of this service is subject to the availability of suitable facilities. This service provides for the transport of 9-1-1 dialled calls to call answer centres.

2. The service provides **Execulink Telecom**'s end-users with 9-1-1 three-digit-dial access to call answer centres serving their communities. **Execulink Telecom** provides its end-users with access to the 9-1-1 code from each of its central offices to provide the service coverage specified by the local authority. Call answer and emergency response services are not provided by **Execulink Telecom** as part of its 9-1-1 ERS.

3. The 9-1-1 call is delivered by the 9-1-1 service provider to a call answer centre operated by the local authority. The attendant at the call answer centre determines the nature of the emergency and forwards the call to the appropriate ERA. The answering attendants at the call answer centres and ERAs are supported by the following special features provided by the 9-1-1 service provider in accordance with its tariffs and agreements:

    1. Selective routing and transfer: The 9-1-1 service provider maintains a central database in its network that will automatically route the 9-1-1 call to a pre-assigned call answer centre based upon the ANI and/or ALI of the telephone line from which the 9-1-1 call originates.

    2. ALI: The 9-1-1 service provider maintains an ALI database.

    3. Integrity Check: This allows the call answer centre to verify that the 9-1-1 access lines to its bureaus are in working order.

PART E Other Interconnection Services

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

4. Service Description - continued

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

5. Object

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

6. Conditions of Service

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

PART E Other Interconnection Services

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

7. Characteristics of Service

1. 9-1-1 ERS permits the use of features including, but without being limited to, ANI and/or ALI, selective routing and transfer, and call control features. The availability and reliability of these features depend on the following:

2. The terminal systems and the operating mode selected for the call answer centre and ERAs;

3. The type of exchange service and the equipment and/or telephone systems from which 9-1-1 calls originate;

4. The accuracy of the data, which itself is dependent upon the information provided by various sources (**Execulink Telecom**, the local authority, the 9-1-1 service provider, other telecommunications carriers, **Execulink Telecom**'s end-users, etc.); and

5. The characteristics and reliability of the 9-1-1 service provided by the 9-1-1 service provider, to the extent that **Execulink Telecom**'s participation in the provision of 9-1-1 ERS is dependent upon the 9-1-1 service provided by the 9-1-1 service provider.

8. Confidentiality

1. Any information provided by **Execulink Telecom** to the local authority, its employees, servants, agents, and/or co-contractors pertaining to the design, development, implementation, operation, and maintenance of 9-1-1 ERS is confidential and shall be provided only to those persons who need to know the information for the purposes of providing 9-1-1 ERS.

2. **Execulink Telecom** provides to the 9-1-1 service provider, for the operation of 9-1-1 ERS, the name, telephone number, class of service, and service location shown on **Execulink Telecom**'s ANI and ALI records as the address for **Execulink Telecom** exchange services. **Execulink Telecom** provides this information for all of its end-users. The 9-1-1 service provider in turn provides this information, and when required, the class of service, to the local authority when a 9-1-1 call is placed by one of **Execulink Telecom**'s end-users. The class of service and the service location, if it differs from the listed address, are provided on a confidential basis to the 9-1-1 service provider and, in turn, to the local authority for the sole purpose of responding to 9-1-1 emergency calls.

PART E Other Interconnection Services

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

9. Confidentiality - continued

3. The information consisting of names, addresses, and telephone numbers of **Execulink Telecom**'s end-users whose listings are not published in directories or listed in directory assistance records is confidential. The party calling 9-1-1 waives the right to privacy under any of **Execulink Telecom**'s tariffs or agreements to the extent that the name, location, and telephone number associated with the originating telephone are furnished to the local authority operating a call answer centre.

4. **Execulink Telecom** shall abide by all applicable legislation in effect with respect to the protection of privacy.

10. Quality of 9-1-1 ERS

1. **Execulink Telecom** shall install and operate 9-1-1 ERS in a manner that meets quality standards generally accepted in North America for such services. The following are examples of the content of quality standards generally accepted in North America:

    1. Average of 0.1% blocking within the network;

    2. Diverse telephone networking capabilities;

    3. Updated ANI and/or ALI records in the 9-1-1 service provider's database; and

    4. Special call control features, such as bureau hold, emergency ringback, calling party disconnect signal, and forced disconnect.

2. **Execulink Telecom** agrees to restore service as quickly as possible on a priority basis should there be any interruption, delay, mistake, or defect in its transmission or in its network facilities.

11. Implementation

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

PART E Other Interconnection Services

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

12. Limitation of Liability

1. **Execulink Telecom**'s liability for the performance of its obligations pursuant to this tariff shall be subject to and governed by **Execulink Telecom Inc's General Tariff Item # 25421 –Terms of Service**].

2. **Execulink Telecom** shall, during the term of this tariff, maintain sufficient insurance to cover its obligations under this tariff and shall provide evidence of same to the local authority, or, if **Execulink Telecom** is self-insured, provide satisfactory evidence to the local authority that **Execulink Telecom** is and will be, at all relevant times, in a position to successfully meet its monetary obligations stemming from liability under this tariff.

13. Force Majeure

1. **Execulink Telecom** shall not be held responsible for any damages or delays as a result of war, invasion, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, floods, strikes, and, generally, as a result of any event that is beyond **Execulink Telecom**'s reasonable control.

2. The local authority may designate a back-up call answer centre to which 9-1-1 calls will be directed if the primary call answer centre is unable to accept the calls for any reason.

3. **Execulink Telecom** shall, in the event of a disaster or force majeure, co-operate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

4. The costs required to provide temporary replacement service shall be borne by **Execulink Telecom** in accordance with **Execulink Telecom**'s obligations as indicated in Item 503.4 of this tariff.

14. 9-1-1 Municipal Charges

1. Upon request from the local authority, **Execulink Telecom** will provide a billing and collection arrangement for local authorities participating in 9-1-1 ERS (billing and collection service) so that, subject to Item 503.11.6, it collects 9-1-1 municipal charges on behalf of the local authority monthly from its end-users for each of its exchange services.

2. **Execulink Telecom** provides 9-1-1 municipal charges billing and collection service on the basis that **Execulink Telecom** is given the local authority's accounts receivable for the 9-1-1 municipal charges for an amount equivalent to their full value, less a discount on the billed charges and less those charges that **Execulink Telecom**'s end-users have specifically and expressly refused to pay.

PART E Other Interconnection Services

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

15. 9-1-1 Municipal Charges - continued

3. The 9-1-1 municipal charges billing and collection service is provided under the terms of this tariff and/or a billing and collection agreement that the local authority has entered into with **Execulink Telecom**.

4. The 9-1-1 municipal charges billing and collection service is provided subject to the availability of suitable facilities.

5. **Execulink Telecom** cannot suspend or terminate the provision of any of its exchange services to its end-users solely for the non-payment of these charges.

6. Notwithstanding Item 503.11.1, **Execulink Telecom** may decide not to bill 9-1-1 municipal charges to its end-users or to bill only a portion of the municipal charges; however, **Execulink Telecom** shall make any payments contemplated in Item 503.11.2 as if the municipal charges had been billed by **Execulink Telecom** to its end-users.

PART F Other Services

ITEM 600. General

This Part governs the services provided to, other than those described elsewhere in this Tariff, Telecommunications Providers.

ITEM 601. Service Charge for Trouble Identification on ILEC Unbundled Local Loops

1. General

1. When **Execulink Telecom** dispatches a service technician to perform a co-operative test on an ILEC unbundled local loop after confirmation from the ILEC that the loop is functional and the trouble is found to be in the ILEC's facilities and/or equipment a charge as specified below applies. If, however, the co-operative test indicates no trouble in the ILEC's facilities and/or equipment, no charge will apply.

2. Rates

1. For the first 15 minutes or fraction …….$65.95
2. For each additional 15 minutes or fraction …….$16.75