

1. Agreement

These terms and conditions ("**Terms of Service**") set out the rights, obligations and limitations of Bell Canada ("**Bell**" or "**Company**" or "**us**" or "**we**" or "**our**") and you, the "**Customer**" for the Bell Services (defined in Section 2) which the Canadian Radio-television and Telecommunications Commission ("**CRTC**") has forbore from regulating, either in whole or in part. If Customer is located in a territory served by Bell Aliant Regional Communications, LP ("**Bell Aliant**"), Bell Aliant will provide the Bell Services, in which case these terms apply to Customer and Bell Aliant, and references herein to Bell, us, we or our will mean Bell Aliant. Notwithstanding the foregoing, any Bell Services provided to Customer outside of Canada will be provided by an affiliate of Bell (as defined below) on the terms and conditions set out in the Agreement (as defined below). In such cases, the affiliate of Bell shall be Customer's supplier for such Bell Services.

These Terms of Service are effective as of and from June 1, 2006 as updated on September 13, 2007 pursuant to CRTC Telecom Decision 2007-87, as updated on March 3, 2008 pursuant to CRTC Telecom Decision 2008-17 and as further updated on February 24, 2011. Effective March 3, 2011, these Terms of Service also apply to all services cited in CRTC Telecom Decision 2008-17 and which continue to be offered by Bell.

These Terms of Service, together with (a) Customer's invoice for the Bell Services and all included terms, notices and amendments; (b) all applicable Bell Service-specific terms, schedules, end-user license agreements, rules, policies or other documents attached to or referred to in these Terms of Service, or located at the URLs specified in these Terms of Service, or to which Customer may be directed when it orders or uses the Bell Services, including the Bell Acceptable Use Policies ("**AUP**") as amended from time to time and attached hereto as Schedule "A"; and (c) terms from Bell's relevant tariffs for services which, due to forbearance, are no longer mandated by the CRTC, to the extent they are not modified and/or replaced by these Terms of Service (all of which constitute the "**Documents**"), form Bell's agreement with Customer ("**Agreement**"). To the extent of any conflict or inconsistency between the Documents and these Terms of Service, these Terms of Service will prevail unless stated otherwise in any of the Documents, except for the Service-specific schedules attached hereto, which shall prevail over these Terms of Service. Terms mandated by the CRTC will prevail over these Terms of Service and the Documents. If Customer has signed or accepted a separate agreement with Bell for Bell Services, then that agreement applies and prevails. Customer's access to and use of the Bell Services (current and future) constitutes Customer's acceptance of all the terms of the Agreement. The Customer is solely responsible for the use of the Bell Services by itself and for all End Users (as defined in Section 3). Customer shall (a) take all necessary measures to ensure that the Bell Services are used in accordance with the Agreement; and (b) be liable for all consequences resulting from any breach of the Agreement.

For the purposes of these Terms of Service, the term "**affiliate**" has the meaning given to it in the *Canada Business Corporations Act* (Canada).

2. Scope of Agreement

Bell provides telecommunications services ("**Bell Service(s)**") including, but not limited to:

- Ethernet Transport Service
- Ethernet T1 Service
- AIN Interconnection Service
- Billed Number Screening Database Storage Service
- Local Number Portability and LRN Absent Service
- Wholesale Digital Network Intra-Exchange Service (formerly known as Competitor Digital Network Intra-Exchange service) DS-0, DS1, DS-3, OC-3, OC-12
- Wholesale Digital Network - Access Service (formerly known as Competitor Digital Network Access service) DS-3, OC-3, OC-12
- Wholesale Digital Network Channelization Service (formerly known as Competitor Digital Network Channelization service)
- Port out Cancellation
- ISP Link Service
- Third Party Integrated Voice Messaging Service and Call Forward Busy/No Answer
- Local, Long Distance, and Toll Free Telephone Services, Smart Touch Features and other associated features
- Unbundled Local Loops

The term "**Bell Services**" includes (a) all devices, equipment, Software (as defined in Section 9), hardware or other products owned, supplied or leased by Bell to be used in connection with the applicable Bell Services ("**Bell Equipment**"); and (b) any additional features, options or value added services the Customer selects, now or in the future as or will be listed on Customer's invoice, when ordering Bell Services. The Agreement applies to all current and future Bell Services that the Customer obtains from Bell as listed on Customer's invoice, with no additional copies or other evidence of agreement required to be delivered to Customer. Any additional Bell Services shall be billed at the then-current rates. Descriptions of certain of the Bell Services (and additional associated terms and conditions) are attached as schedules to these Terms of Service. Descriptions of these and additional Bell Services may be made available by Bell from time to time at bell.ca/wholesale.

Customer agrees to the additional terms and conditions located at www.wholesale.bell.ca/legal/, as may be amended from time to time to reflect terms and conditions mandated by the CRTC and which Bell is obligated to include in its agreements with Customer as a reseller of Bell services as a condition of Bell providing telecommunications services to Customer.

3. Restrictions on Use of Service

Customer is solely responsible for use of the Bell Services by any of its employees, officers, directors, agents, customers (including their customers in the case of Wholesale Sale) and any users of the Bell Services (collectively, "**End Users**").

Customer is permitted to resell or remarket all or any portion of the Bell Services, under its own branding or under any other

branding to End Users of the Bell Services, including to any party who further resells all or any portion of the Bell Services ("Wholesale Sale") (each action a "Resale"), save and except in the case of simple resale where the Customer adds no value to the Bell Services, and which for greater certainty is expressly prohibited. Upon any Resale of the Bell Services, the Customer shall: (a) be solely responsible for the use of the resold Bell Services by the End User; (b) be solely liable for all End User care matters associated with the resold Bell Services, (c) not make any representation, warranty or covenant or otherwise make any commitment to an End User on behalf of Bell; (d) comply with all applicable laws and regulations regarding Resale (including, without limitation, the requirements of Telecom Decisions: CRTC 2002-13, 8 March 2002 and CRTC 2004-35, 21 May 2004, as amended); (e) not use the logos, trademarks, service marks, trade names, tag lines, slogans, advertising, marketing or promotional material or any other right in or to the Bell identity or that of its affiliates; and (f) indemnify, defend and save harmless Bell from and against any and all third party claims from any End User or otherwise resulting from any Resale.

Customers shall comply and shall cause End Users to comply with (a) the Bell AUP as amended from time to time and for any Internet-based Bell Service if the Customer is receiving that Bell Service; and (b) any third party software license terms and conditions for software used by the Customer and/or End Users in connection with the use of the Bell Services.

Customer shall not tamper with, alter or otherwise rearrange the Bell Services.

Customer shall not use or abuse the Bell Services, or permit or assist others to do so in any manner that interferes with the Bell Services or the provision of them, or the networks of Bell or access to those networks by other users; or not use or abuse the Bell Services, or permit or assist others to do so for any purpose or in any manner that directly or indirectly violates applicable laws or any third party rights.

Customer shall not (a) use, or permit the use of, any Bell Service for an illegal purpose, criminal offence, intellectual property infringement, harassment (including annoying or offensive calls/transmissions), or in a manner that would breach the AUP or cause interference with network operations (including preventing a fair and proportionate use by others); (b) attempt to receive a Bell Service without paying the applicable fees, modify Bell Equipment or other Bell Service-related equipment, change any Identifier, network addresses or other identification issued by Bell or a Bell affiliate, attempt to bypass Bell's network, or re-arrange, disconnect, remove, repair or otherwise interfere with any Bell Services or facilities; (c) adapt, translate, modify, decompile, disassemble, reverse engineer or otherwise interfere with any software, applications or programs used in connection with the Bell Services; or (d) modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available through the Bell Services nor use any of the foregoing except for the purpose for which such intellectual property is made available to Customer through the Bell Services. The Customer grants Bell and each Bell affiliate and its applicable suppliers a world-wide, royalty-free, unrestricted license to use, copy, adapt, transmit, display and perform, distribute and create compilations and derivative works from any and all user content Customer elects to post in connection with a Bell Service to facilities operated by Bell or on behalf of a Bell affiliate and solely as required for Bell to provide Customer the Bell Service. Customer

acknowledges that Bell may store Customer's user content on Bell facilities so Customer can access such content, but that if Customer fails to access such content within a certain period of time as determined by Bell, or if the applicable Bell Service terminates, Bell may delete such content without notice to Customer.

4. Regulated Services

Any Bell Service to which tariffs currently apply or which become subject to tariffs further to a CRTC direction is required to be provided and shall only be provided in compliance with and subject to all applicable tariffs as approved by the CRTC, and applicable decisions, directions or orders of the CRTC (collectively, the "Tariffs"). Bell may amend the Tariffs, including the fees for such regulated Bell Service, from time to time with the approval of, or as required by, the CRTC. The Tariffs will prevail over any provision of the Agreement. If the CRTC decides that a Bell Service will no longer be subject to a Tariff then the terms and conditions of the Agreement shall apply to that Bell Service. Despite the foregoing, in the event that any Bell Service furnished under the Agreement becomes subject to a Tariff further to CRTC direction, Customer shall have the option of: (i) continuing to receive the affected Bell Service (in which case such Bell Service will be offered in accordance with the provisions of the Tariff and the Fees herein will be adjusted accordingly to reflect the Tariff rates); or (ii) where not restricted or prohibited by the Tariff, terminating the affected Bell Services without any further liability to Customer or Bell by providing Bell with ten (10) days prior written notice, provided that Customer has fulfilled all of its obligations under this Agreement (including the payment of Fees) up to the effective date of termination and that such notification is made within ninety (90) days of a tariff being imposed for that Bell Service.

5. Changes to Agreement

Subject to Section 6, Bell may change the Bell Services, the Agreement, any Fees (defined in Section 6), amounts, charges (including one-time charges), and/or other aspect of any of the Bell Services upon at least 30 days prior notice to Customer by posting the change on bell.ca/wholesale, sending notice via a message on Customer's monthly invoice, in writing, or any other notice method likely to come to Customer's attention. If Customer does not accept the change, its sole recourse is to terminate the affected Bell Service in accordance with Section 12. Customer's continued access to and use of the Bell Services after the change has come into effect constitutes its acceptance of the change and Customer expressly agrees that (a) it will be deemed to have accepted the change, with no additional written agreement or express acknowledgement required; and (b) it will continue to be responsible to pay for all Bell Services.

6. Fees, Payment & Charges

Customer shall pay all applicable fees due for the Bell Services ("Fees"), and all other applicable amounts, charges and taxes indicated to Customer when it purchases the Bell Services or otherwise relayed to Customer by Bell from time to time or noted on Customer's invoice. Unless otherwise specified on Customer's invoice or in the applicable Bell Service-specific terms: (a) all Bell Services are billed monthly; and (b) Fees will begin accruing and will be charged to Customer as of the start of the Initial Service Period applicable to the Bell Services (defined in Section 11). Bell will bill Customer monthly and Customer shall pay Bell all invoiced Fees, charges and Taxes

on a monthly basis within 30 days of Bell's invoice date. Invoices for the Fees may be produced, submitted and delivered either electronically or on paper. If payment is not received by Bell within 30 days of the invoice date, Customer will be charged and shall pay interest from the invoice date on the balance owing at the interest rate then in effect, as Bell sets from time to time, calculated and compounded monthly from the invoice date, but which will not exceed the maximum rate permitted by law ("**Late Payment Charge**").

Bell may change the Fees at the end of the Monthly Term or any Renewal Term on notice to Customer.

Any promotional bundle fees, discounts, credits, rebates or other financial incentives Customer receives for any Bell Service ("**Promotional Package**") will apply only for so long as Customer meets Bell's eligibility requirements.

Bell may bill Customer for Fees at any time after the date the Fees were incurred, subject to any limitations prescribed by applicable law. If Customer questions or disputes any Fees, it must do so within 150 days of the disputed invoice date; otherwise it will be deemed to accept all Fees. Disputed Fees will not be considered past due unless Bell has investigated and concluded that the charges are correct and there is no basis for the dispute, or reasonably believes Customer is using the dispute to evade or delay payment. Customer shall pay all undisputed portions of the Fees within 30 days of the original invoice date, failing which the undisputed portion of the Fees will be past due and Customer will be charged, and shall pay, the Late Payment Charge.

Customer must keep the billing and payment information it provides to Bell (including name, mailing address, email address, and telephone number) up to date, otherwise Bell may suspend the Bell Services. Customer will be liable to pay any Fees billed to it by Bell that are caused by Customer's failure to provide Bell with up to date billing information. Upon termination of the Bell Services in accordance with Sections 12 or 13, Customer shall provide Bell with a forwarding address for all final invoices or correspondence should Customer's mailing address differ from that in its customer profile.

Customer shall also pay applicable commodity taxes, including all sales, retail, use, goods and services, value-added, excise and similar taxes levied or assessed by any Government authority including penalties and interest that may be imposed on the supplier, as well as Surcharges for foreign taxes (as defined below), withholding tax, and interexchange carrier charges, if any (collectively, "**Taxes**"). "Surcharges for foreign taxes" are amounts that Bell and the applicable affiliate of Bell (where Bell Services are provided by such affiliate outside of Canada) is required to pay its Providers (as defined in Section 25 below) or non-Canadian governments in order to provision the Bell Services to Customer, where such amounts are in respect of taxes and duties levied in any jurisdiction on the Bell Services. These amounts are country specific. Customer acknowledges that in some jurisdictions the applicable affiliate of Bell may require Customer to remit applicable Taxes directly to the tax authorities as may be specified in writing by such affiliate. If Customer provides Bell with a duly authorized tax exemption certificate and all other documentation or information required by law, Bell will exempt Customer from the obligation to pay such taxes in accordance with applicable law, effective on the date Bell receives the tax certificate and other required documentation.

Bell reserves the right to deem any of the Bell Services unavailable to Customer, including, without limitation, in the following circumstances: (a) Bell would have to incur unusual expenses which the Customer will not pay; for example, for securing rights of way or for special constructions; (b) the Customer owes amounts to Bell that are past due other than as a guarantor; or (c) the Customer does not provide a reasonable deposit or alternative if required pursuant to Section 7. Where Bell does not provide service on application or submission of an order, it will provide the Customer with a written explanation upon request. Bell assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of any of the Bell Services or the decision of Bell not to provide any of the Bell Services on application.

Customer shall not withhold or deduct any amounts from, or set-off amounts owed by Bell to Customer against, any amounts invoiced by Bell for Fees and Taxes.

Customer shall notify Bell within 150 days of the date of the applicable invoice, of any charges that should not have been billed or that were over-billed. If Bell confirms that those charges should not have been billed or were over-billed, Bell will credit the Customer for those charges.

All amounts referred to in this Agreement are expressed in Canadian dollars.

7. Special Payment Terms; Deposits and Alternatives

In exceptional circumstances, Bell may require the Customer to pay the Fees on an interim basis, despite its monthly billing cycle. In such cases, Customer must pay on or before the required due date to avoid termination or suspension of its Bell Services. Bell may also require Customer to make deposits if it (a) has no credit history with Bell or does not provide satisfactory credit information; (b) has an unsatisfactory credit rating with Bell due to previous payment practices regarding any Bell Services; or (c) presents an abnormal risk of loss.

Bell will inform the Customer of the specific reason for requiring a deposit, and 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 Bell. A Customer may provide an alternative to a deposit provided it is reasonable in the circumstances. At no time will the total amount of all deposits and alternatives provided by or for a Customer exceed three months' charges for all Bell Services, including anticipated long distance charges. Bell will show the total amount of deposits held with accrued interest on each Customer monthly account.

Deposits will earn simple interest based on **Bank of Montreal's Canadian monthly savings account** rate in effect from time to time, calculated monthly on the last day of Customer's monthly billing period, prorated for any partial month Bell holds the deposit. When the Bell Services are terminated or the conditions justifying the deposit are gone, Bell will apply the deposit and any earned interest against the outstanding Fees or other amounts Customer owes to Bell and/or any Bell affiliate, then refund Customer the balance of the deposit, if any, plus any remaining interest that was earned.

8. Minimum System Requirements; Equipment; Right to Enter Premises

Customer must ensure that it (and all End Users') systems and equipment meet any Bell minimum requirements applicable to use the Bell Services, as may be changed from time to time, in which case Customer must (or cause End Users, as applicable, to) update its system and/or equipment. If Customer fails to do so, Customer's (or End Users') system and/or equipment might not be adequate to access or use the Bell Services and its sole remedy will be to terminate the affected Bell Services in accordance with Section 12. Bell cannot guarantee that the Bell Services will be compatible with all system configurations. Customer must properly supply, install and maintain all facilities, software and equipment (including Bell Equipment) and take reasonable care of same, all in accordance with industry best practice and manufacturer's expectations, and Customer is liable for any (a) loss of or damage to Bell Equipment located at Customer premises or under its control, including any cost of repair or replacement; and (b) disruptions or damages caused by Customer's failure to do so, including damage or other effect on Bell's or other customer's ability to receive Bell Services. Bell may take any action it considers necessary to deal with such effects, losses and damages, including charging Customer for any costs incurred to remediate them.

Customers are responsible for the supply (including obtaining necessary licenses and authorizations), installation and maintenance of any equipment or software other than the Bell Equipment (the "**Non-Bell Equipment**"), if applicable, that is necessary to receive the Bell Services, and ensure that the Non-Bell Equipment is (a) installed, maintained and stored in a manner and an environment that conform to the manufacturer's specifications and any specifications provided by Bell; and (b) compatible with the Bell Equipment. The Customer shall provide all necessary infrastructure, including power outlets, grounding and anti static environments required for the safe and efficient operation and maintenance of the Bell Equipment in accordance with the specifications of Bell or the Canadian Standards Association as applicable.

Customer is responsible for all access to its equipment and Bell Equipment, and maintenance of security and privacy and all other risks involved in connection with Customer's equipment and Bell Equipment.

Unless otherwise explicitly stated, all Bell Equipment will always remain the property of Bell. Upon termination of the Bell Services for any reason, the Customer must return to Bell all Bell Equipment. Failure to do so will result in certain charges to Customer, as further identified to Customer upon receipt of such Bell Equipment.

Bell may enter the premises where Bell Services are (or are about to be) provided to install, inspect, repair, maintain or remove Bell Equipment. Bell may also enter such premises to maintain, protect, investigate, modify or improve the operation of Bell Service or to inspect and perform necessary maintenance in cases where disruptions involving customer provided facilities are affecting the network. Bell will bear the expense of maintenance and repairs to its facilities required due to normal wear and tear, except that Bell may charge for the additional expense incurred when the Customer requires maintenance and repair work to be performed outside of regular working hours.

A Customer who has deliberately, negligently, or by virtue of a lack of reasonable care, caused loss or damage to Bell's facilities or equipment, may be charged an amount equal to the cost incurred by Bell in repairing and replacing such facilities or

equipment. Customer shall be responsible for the loss of or damage to the Bell Equipment except if caused by the negligence or wilful misconduct of Bell.

Customer is responsible for securing all consents, permits and approvals, at its own cost, necessary to allow Bell to install, maintain and operate its facilities and the Bell Equipment within the building(s) where the Bell Services are to be provided to Customer, and to enter the premises in accordance with this Agreement. Customer must provide Bell technicians with safe and immediate access to the premises, equipment to be serviced (which may include either Bell Equipment or Customer's equipment), and any other item required to provide the Bell Service to Customer (including applicable software (including licenses), and any required passwords and security clearance). Customer shall ensure at all times that the Bell Equipment is stored in a manner and in an environment that conform to relevant specifications provided by Bell.

9. Software

Any software or documentation supplied by Bell, the Bell Providers, or otherwise made available for Customer's use in connection with the Bell Services (collectively, "**Software**") shall remain the property of Bell, or the Bell Providers, as applicable. Customer shall take appropriate steps to protect same against loss or damage. Customer's use of such Software shall be subject to the terms of any associated software license agreement ("**Software License Agreement**") that will be provided to Customer when it registers for the applicable Bell Service, either through Bell, or the Bell Providers. Customer must review and agree to the terms of the applicable Software License Agreements before installing or using the software or documentation. Unless otherwise provided in the applicable Software License Agreement, all Software License Agreements will terminate upon the earlier of the termination of the Agreement, and the termination of any Bell Service-specific schedule, as applicable.

10. Intellectual Property

All trademarks, copyrights, brand concepts, names, logos and designs used by Bell are intellectual property assets, registered or unregistered, that belong to Bell or are used under license by Bell or a Bell affiliate. All are recognized as valuable assets of their respective owners and may not be displayed or used by Customer in any manner for commercial purposes or copied in any manner whatsoever for any purpose.

11. Initial Service Period; Renewals; Term

Bell Services will be provided to Customer on a 30 day month-to-month basis ("**Monthly Term**"). The initial service period of any Bell Service will begin on the earlier of the date (a) Bell begins the work to provide the Bell Service to Customer; and (b) the Bell Service is first provided to Customer, and will expire at the end of the first Monthly Term, as applicable ("**Initial Service Period**"). Unless the applicable Bell Service is terminated in accordance with the Agreement, or the renewal provisions differ in any Bell Service-specific schedule attached to or referenced in the Agreement, subject to Bell's rights in Sections 4 and 6, the Initial Service Period will automatically renew on the same terms, with consecutive renewal periods equal in length to the Initial Service Period ("**Renewal Term**"). The Initial Service Period and all Renewal Terms are called the "**Term**".

12. Termination by Customer

(a) Customer may contact Bell Wholesale to terminate any Bell Service ("**Terminated Service**"). Termination is effective 30 days from the date Customer contacts Bell ("**Termination Date**"). Customer will be charged and shall pay the applicable Fees, Taxes and other charges for that 30 day termination notice period.

(b) If Customer cancels its order prior to activation of any Bell Service, Customer will be charged a cancellation fee as set by Bell from time to time, to the extent permitted by applicable law, representing a genuine and reasonable estimate of damages suffered by Bell as a result of Customer's failure to activate the Bell Service, and consideration for agreeing to provide the Services, and are not a penalty ("Cancellation Fee"). In the event a payment to be received by Bell for Cancellation Fees would be deemed by the applicable tax legislation to include an amount of GST/HST and/or QST or other Tax, the amount of Cancellation Fees payable by the Customer shall be grossed up by an amount equal to the amount of GST/HST, QST and other Taxes that would be deemed to be included in such payment.

13. Service Refusal, Suspension and Termination by Bell

(a) Bell may without any liability and in its sole discretion:

- (i) relocate Bell Equipment;
- (ii) refuse to provide any Bell Services to Customer, in whole or in part; or
- (iii) stop or suspend the provision of any or all or any part of the Bell Services to Customer (including blocking numbers), for cause, including if

(a) Bell would have to incur unanticipated, unaccounted for, unusual or unreasonable expenses (such as, but not limited to, securing rights of way, special construction) unless Customer agrees to pay an amount acceptable to Bell for such expenses;

(b) Customer breaches or fails to comply with any part of the Agreement (including compliance with the AUP by itself or End Users);

(c) customer fails to pay Customer Fees or other required amounts pursuant to this Agreement or Customer is late paying any deferred amounts under any payment arrangements with Bell; or

(d) Customer's use of the Bell Services or other services is fraudulent, inappropriate, not consistent with Customer's or End Users' ordinary usage patterns established with Bell, or is being used in or directed to high cost of service areas to an extent not supportable by Customer's rate plan and Fees for its Bell Services. Customer remains obligated to pay for the Bell Services during any suspension. If Customer's Bell Service is suspended and the reason for suspension has not been resolved within 8 days from the suspension date, Bell may discontinue and terminate the Bell Service and repossess the Bell Equipment. If Customer wishes to resume its subscription to the Bell Service it shall pay the applicable installation and/or activation fee as set by Bell from time to time. Bell shall have no responsibility to notify any third party providers of services, merchandise or information of the termination of the Bell Service or the Agreement.

(b) Bell may without any liability and in its sole discretion:

(i) immediately terminate any of the Bell Services and the Agreement by written notice and specify a final payment date for all amounts that Customer owes not earlier than 15 days from the date of the notice; and

(ii) enter upon Customer's premises and take immediate possession of all Bell Equipment provided in connection with the Bell Services, or require Customer to promptly return to Bell the Bell Equipment in proper working order and good condition if Customer:

(a) is in arrears of its payment obligations to Bell;

(b) fails to maintain a reasonable deposit or alternative when required to do so pursuant to Section 7;

(c) fails to comply with the terms of a deferred payment agreement;

(d) repeatedly fails to provide Bell with reasonable entry and access in conformity with Section 8;

(e) uses or permits others to use any of the Bell Services so as to prevent fair and proportionate use by others;

(f) uses or permits others to use any of the Bell Services for a purpose or in a manner that is contrary to law or for the purpose of making annoying or offensive calls;

(g) experiences or approves a bankruptcy, insolvency or restructuring event or a receiver and/or manager or other representative is appointed for or seizes any of Customer's assets or business;

(h) breaches any part of the Agreement (including the AUP by itself or End Users); or

(i) use of the Bell Services or other services is fraudulent, inappropriate, not consistent with Customer's or End Users' ordinary usage patterns established with Bell, or is being used in or directed to high cost of service areas to an extent not supportable by Customer's rate plan and Fees for Customer's Bell Services.

In addition, Bell may terminate the Agreement for any reason whatsoever upon a minimum of 30 days prior written notice to Customer, including where Bell ceases to offer a Bell Service to which Customer subscribes.

14. Confidential Information

(a) Definition: "**Confidential Information**" means any data, documentation or other information of a proprietary nature of either party, whether or not identified as being confidential or proprietary, which is disclosed or made available by the disclosing party to the receiving party in connection with the negotiation, preparation or performance of this Agreement and the design, installation, delivery or implementation of the Services, including pricing information, service levels and network design specifications. Confidential Information excludes any data, documentation or other information which is

(i) in the public domain,

(ii) known to the receiving party prior to receipt thereof from the disclosing party, or

(iii) available to the receiving party on a non-confidential basis from a source other than the disclosing party, if that source or its source is not in breach of any obligations of confidentiality to the disclosing party.

(b) Customer Obligation: Customer agrees to take such care to protect the confidentiality of the Bell Confidential Information as would be taken by a reasonable party to protect its own confidential information from disclosure and, except as required by law or to carry out its obligations or receive the Services under the Agreement, Customer agrees not to use or disclose the Bell Confidential Information without Bell's prior written consent.

(c) Bell Obligation: Unless Customer provides express consent or disclosure is pursuant to a legal power, all Confidential Information kept by Bell, other than the Customer's name, address and listed telephone number, shall be deemed to be Customer Confidential Information and may not be disclosed by Bell to anyone other than:

(i) the Customer;

(ii) a person who, in the reasonable judgment of Bell, is seeking the Customer Confidential Information as an agent of the Customer;

(iii) another telephone company, provided the Customer Confidential Information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the Customer Confidential Information to be used only for that purpose;

(iv) a company involved in supplying the Customer with telephone or telephone directory related services, provided the Customer Confidential Information is required for that purpose and disclosure is made on a confidential basis with the Customer Confidential Information to be used only for that purpose;

(v) an agent retained by Bell to evaluate the Customer's creditworthiness or to collect the Customer's account, provided the Customer Confidential Information is required for and is to be used only for, that purpose; or

(vi) a public authority or agent of a public authority, if in the reasonable judgment of Bell, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the Customer Confidential Information.

(vii) A Bell affiliate involved in supplying the Customer with telecommunications and/or broadcast services, provided the information is required for that purpose, and disclosure is made on a confidential basis with the information to be used solely for that purpose.

(d) Express Consent: Express consent to disclose the Customer Confidential Information may be taken to be given by the Customer where the Customer provides:

(i) written consent;

(ii) confirmation verified by an independent third party;

(iii) electronic confirmation through the use of a toll-free number;

(iv) electronic confirmation via the Internet;

(v) oral consent, where an audio recording of the consent is retained by Bell; or

(vi) consent through other methods, as long as an objective documented record of Customer consent is created by the Customer or by an independent third party.

(e) Written consent: In accordance with Section 14(d) above, Customer consents to Bell

(i) disclosing the Customer Confidential Information to Bell's affiliates for the purpose of identifying Customer's communications needs and to provide Customer with relevant information, advice, and solutions;

(ii) disclosing Customer Confidential Information to the CRTC as required for the CRTC to approve any filings related to the Services;

(iii) disclosing Customer Confidential Information as provided in Section 18.

(f) Privacy Policies: Bell protects Customer's personal information in a manner consistent with Bell's Privacy Policies available at bell.ca/privacy and applicable laws.

(g) Necessary Consents: Customer must ensure that it has the necessary consents for Bell and its third party providers to collect, use and store the information of End Users for the purposes of providing the Bell Services.

15. Network Addresses and Identification

Bell may issue or assign to Customer (and End Users) certain network addresses or other unique identifiers ("**Identifiers**") for the Bell Services (e.g. a telephone number, IP address, e-mail address, web space URL, host name, internet fax, etc). Customer (and End Users) does not own or acquire any right in any Identifier. Bell may without any liability at any time change or withdraw any Identifier.

16. Transferring Telephone Numbers

Bell shall, on Customer's behalf, request Customer's and End Users' existing service provider to "transfer-in" Customer's and End Users' existing assigned phone number(s), provided that Customer (a) represents and warrants that it has the right to make the request on behalf of itself and End Users; (b) authorize Bell to share with Customer's and End Users' existing service provider its information relevant to the transfer request (which may include personal information); and (c) complete and sign a request form if necessary. Upon Customer's written request, and only if Customer's assigned account and phone number are active, Bell shall, upon termination of Customer's Bell voice Services, process a "transfer-out" request for the phone number assigned to Customer and End Users to Customer's and End Users' new chosen service provider. Customer shall pay all Fees, charges, Taxes, other amounts owing and any applicable Termination Charge, including for the 30 days after the transfer out is requested, in recognition of Customer's obligation to provide 30 days advance notice to transfer out Customer and End Users' number pursuant to Section 12. Customer agrees that (a) Bell is not responsible for any interruption, disruption or disconnection of any services associated with the telephone number which is the subject of a transfer request; (b) a "transfer" of a phone number does not include the transfer of any services, including any features, applications or content, IP address, Identifier or any device or equipment associated with the applicable service; and (c) Customer is responsible for any and all charges, Fees and Taxes associated with the termination of the Bell Services or the service with Customer's and End Users' existing service provider, as the case may be, including any applicable Termination Charge.

17. Monitoring and Network Management: Third Party Content

Bell has no obligation, but has the right at any time and from time to time, to monitor the Bell Services (electronically or otherwise), investigate any content or Customer's and End Users' use of Bell's networks, including bandwidth consumption and how it affects operation and efficiency of the network and Bell Services and to disclose any information necessary to satisfy any law, regulation, governmental or other lawful request from any applicable jurisdiction or as necessary to operate and optimize the Bell Services or to protect itself or others. Some content products or services ("**Third Party Content**") available with or through a Bell Service may be offensive to Customer or End Users or may not comply with applicable laws. Neither Bell nor any of its affiliates attempt to censor or monitor any such Third Party Content. Such Third Party Content may be subject to "caching" at intermediate locations on the Internet when being accessed through the Bell Service. Customer and End Users are responsible for access to and use of all Third Party Content and for use of the Internet. Bell and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of Third Party Content or for any content or data whatsoever. Customer must obtain all consents, authorizations and clearances in respect of Third Party Content in Customer's or End Users' accounts that Customer or End Users transmit, provide access or communicate to others using the Bell Services.

18. Content

Customer acknowledges that Bell does not own or have any control over the content, availability, accuracy or any other aspect of any information, data, files, pictures or content in any form or any type (collectively, the "**Content**") accessible or that may be available to or by the Customer or End Users through the use of the Services. Bell does not monitor the use of the Services by the Customer or End Users, unless monitoring is provided as part of a Service and explicitly set out in a Service Schedule, and has no control over the Customer's or End Users' use of the Services. However, Bell will be entitled to electronically monitor the Services from time to time and disclose any information that is necessary to satisfy any law, regulation or lawful request or as necessary to operate the Services or to protect the rights or property of itself or others that are directly related to providing the Services.

19. Directory Errors and Omissions

In the case of errors or omissions in online directories or directory white and yellow page standard listings resulting directly from Bell's wilful actions or negligence, whether or not the error or omission relates to a telephone number, Bell's sole and entire liability is limited to making a refund or cancelling any charge associated with such listings for the period during which the error or omission occurred. In the case of errors or omissions in telephone numbers in directory white and yellow page listings, unless central office facilities are unavailable, Bell's sole obligation and liability is to provide Reference of Call Service, free of charge, until the earlier of :

- (i) the termination of the Services and
- (ii) the distribution of updated directories for that district in which the number of listing is correct.

20. No Warranties

Bell makes no warranties, representations, claims, guarantees or conditions of any nature whatsoever, expressed or implied, including any warranty, representation, claim, guarantee or condition of

(a) speed, consistency, quality, reliability, timeliness, performance (including service performance levels) or security of any Bell Service;

(b) the quality, capabilities, operations, performance or suitability of Customer's

- (i) hardware;
- (ii) software;
- (iii) communications equipment; or
- (iv) facilities, used in connection with the Bell Service;

(c) availability of Bell Services in certain geographical areas or within certain structures; and/or

(d) fitness for a particular purpose, merchantability, title or non-infringement, with respect to any of the Bell Equipment, Customer equipment or the Bell Services. All such warranties, representations, claims, guarantees and conditions, express and implied, are hereby excluded, to the extent permitted by applicable law. Both Customer equipment and any Bell Equipment is subject to the terms of any manufacturers' warranty plan, or any extended warranty plan the Customer may have obtained when it received such equipment, and it is Customer's obligation to maintain all equipment in accordance with Section 8. Speed and consistency are a function of the wider network architecture of the Internet itself and not Bell's service or delivery. None of the Bell Services (which include Bell Equipment) or service performance levels are guaranteed to be error-free or uninterrupted, and Bell's liability to Customer or any other person for damages for any reason whatsoever arising out of any Bell Service is limited by Section 22.

21. Rights and Remedies

All of Customer's rights and remedies relating to Bell's failure to meet a service level agreement applicable to a Bell Service, including credits, refunds or rights of termination, are set out in any relevant Service-specific schedule as may be attached hereto or referenced herein. If there is no service level agreement for a Bell Service, Customer shall be entitled to receive any refunds or credits that may be set out in the relevant Service-specific schedule for service interruptions. These rights and remedies are subject to the limitations of liability set out in Section 22 and are the only remedies for Bell's failure to meet a service level agreement or for a service interruption.

22. Liability Limitations

BELL SHALL NOT BE LIABLE FOR ANY :

(a) DAMAGES, CLAIMS, LOSSES, INJURIES, TAXES, EXPENSES OR COSTS ("**DAMAGES**") ARISING OUT OF ANY ERRORS, UNAVAILABILITY OR INTERRUPTIONS IN CONNECTION WITH ANY BELL SERVICES OR ANY ACTUAL OR MISSED INSTALLATION APPOINTMENTS; AND/OR

(b) INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR FOR ANY REASON WHATSOEVER (INCLUDING LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS

OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS).

SUBJECT TO ANY OTHER LIMITATION OR EXCLUSION OF LIABILITY CONTAINED IN THIS AGREEMENT, BELL'S

CUMULATIVE LIABILITY TO CUSTOMER FOR ALL BELL SERVICES PROVIDED HEREUNDER FOR DAMAGES, INCLUDING DAMAGES ARISING FROM BELL'S NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHER CAUSES OF ACTION, INCLUDING FUNDAMENTAL BREACH, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AGGREGATE MONTHLY FEES (LESS ALL DISCOUNTS, INCENTIVES, PROMOTIONS AND CREDITS) PAID BY CUSTOMER FOR THE SPECIFIC BELL SERVICE(S) THAT GAVE RISE TO THE DAMAGES DURING THE ONE (1) MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE DAMAGES, LESS AMOUNTS PAID (IF ANY) FOR PREVIOUS CLAIMS FOR SUCH BELL SERVICE. BELL SHALL NOT BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY CONTENT, APPLICATIONS OR SERVICES PROVIDED TO CUSTOMER BY A THIRD-PARTY FOR USE WITH ANY BELL SERVICES EVEN IF BELL IS BILLING AND COLLECTING FEES ON BEHALF OF SUCH A THIRD-PARTY. BELL AND THE BELL PROVIDERS ARE NOT LIABLE FOR, AND CUSTOMER SHALL BE LIABLE FOR,

- (I) THE USE OF THE BELL SERVICES PROVIDED BY BELL IN COMBINATION WITH SERVICES, PRODUCTS OR EQUIPMENT PROVIDED BY THE CUSTOMER OR ANY THIRD PARTIES,
- (II) THE FAILURE BY THE CUSTOMER TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT,
- (III) CUSTOMER'S OR ANY OEND USER'S USE OF THE BELL SERVICES OR TRANSMISSION OF THE CONTENT (AS DEFINED IN SECTION 18), OR
- (IV) CLAIMS AGAINST BELL BY END USERS IN CONNECTION WITH THE BELL SERVICES.

Without limiting the generality of the foregoing, Bell is not liable for

- (a) any act or omissions of a telecommunications carrier whose facilities are used in establishing connections to points which Bell does not directly serve;
- (b) defamation, trademark, copyright, or any intellectual property right infringement arising from material transmitted or received over Bell's facilities or claims based on a contention that the use of equipment through Customer's account infringes the intellectual property rights of a third-party; or
- (c) infringement of any intellectual property right arising from combining or using Non-Bell Equipment and facilities with Bell Services.

23. Customer Can Best Control the Risk and Therefore Is Responsible

The Fees charged for the Bell Services reflect the allocation of risk herein and the limited recourse against Bell provided for in the Agreement. Bell will not assume any responsibility for Customer's acts or omissions or those of any individual who uses Customer's account with or without Customer's knowledge, and those of End Users, including responsibility for any charges Customer incurs when making purchases or conducting other transactions with the Bell Services. As between Bell and Customer, the Customer is better able to put in place physical and procedural impediments to the inappropriate use of and to supervise the use of the Bell Services provided hereunder. Account and password protection shall be Customer's responsibility. Customer must safeguard its system and is responsible for corrupted files and viruses. Customer is solely responsible and liable for all use of

the Bell Services by itself and End Users, including payment for all calls originating from or passing through Customer telecommunications systems, equipment or accounts, and long-distance charged calls or operator assisted calls. Any detriment that is caused to the network or risk or liability to Bell as a result of Customer's failure to properly secure and safeguard its equipment and computer systems may result in the immediate cancellation of the Bell Services and repossession of the Bell Equipment.

24. Force Majeure

If there is a default or delay in a party's performance of its obligations under this Agreement (except for the obligation to pay Fees), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, acts of God, explosion, power failure, war, terrorism, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or its representative or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts, then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day-by-day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.

25. General

Bell may perform its obligations under this Agreement through its agents, suppliers or subcontractors (the "**Bell Providers**"), but Bell shall not be relieved of its obligations by using the Bell Providers. Unless otherwise specified in the Documents, the Agreement shall be governed by and interpreted according to the laws in force in the Province where Customer's place of business is situated, and the laws of Canada that apply in that Province and if the location of the registered office is not in the Provinces of Ontario or Quebec, then the Agreement shall be governed by and interpreted according to the laws in force in the Province of Ontario and the laws of Canada that apply to Ontario. The parties attorn to the exclusive jurisdiction of the courts of the applicable Province in respect of all matters arising out of or in connection with the Agreement except CRTC regulatory matters. For CRTC regulatory matters the parties attorn to the jurisdiction of the federal courts or tribunals of Canada. The Agreement is subject to amendment, modification or termination if required by such laws or regulations. Customer may not make any changes or amendments to the Agreement. If any provision in the Agreement is declared invalid or in conflict with any of these laws and regulations, the invalid provision may be deleted or modified without affecting the validity of the remaining provisions. Bell's failure to strictly enforce any provision of the Agreement does not constitute a waiver of the provision or Bell's rights. The Agreement, including the Documents as amended, constitutes the entire agreement between Customer and Bell and replaces all prior agreements, written or oral, with respect to the same subject matter. Except as expressly stated herein, the Agreement cannot be modified or amended by waiver, course of dealing or otherwise. Bell is not responsible or liable for failing to meet obligations due to causes beyond its reasonable control, including cable cuts, work stoppage, labour disputes and strikes, acts of nature and all force majeure events. Bell is entitled to and does rely upon the authority of the person holding itself out or acting as the Customer or an authorized representative of the Customer and agreeing to

and/or accepting the Agreement and purchasing Bell Services. The parties have requested that this Agreement and all correspondence and documentation relating to this Agreement be written in the English language. *Les parties ont demandé que le présent document ainsi que tous les documents en faisant partie soient rédigés dans la langue anglaise.* The word “**including**” used in this Agreement means including without limitation.

Neither party may assign this Agreement in whole or in part, without the prior written consent of the other party, not to be unreasonably withheld. However, without the other party’s consent, a party may assign all or part of its benefits, rights or obligations under this Agreement to an entity in connection with any transaction or series of transactions pursuant to which all or a substantial part of the assigning party’s business is assigned to or otherwise results in forming all or part of the business of such entity (including a present or future affiliate, as defined in Section 1 of this Agreement, whether by way of reorganization, consolidation, amalgamation, arrangement,

merger, transfer, sale or otherwise, and, provided such entity, as assignee, agrees to be bound by this Agreement and assumes the obligations assigned under this Agreement pursuant to this Section 25, on and after the effective date of such assignment. The assignor party shall be released from all of its obligations under this Agreement in respect of the business that is so assigned or otherwise results in forming all or part of the business of the assignee to the extent such obligations arise on or after the effective date of such assignment. Notwithstanding the foregoing, an assignment by Customer shall be contingent upon Bell determining the Customer’s assignee to be credit worthy and in compliance with any eligibility criteria for the Bell Services. In the event Bell determines the Customer’s assignee is not credit worthy and/or in compliance with any eligibility criteria for the services, the assignment may be subject to additional terms and conditions. Bell may also assign any receivable that arises under the Agreement, any right to receive payment related to that receivable and any interest in that receivable or right to receive payment.

SCHEDULE A
ACCEPTABLE USE POLICIES

The Customer is solely responsible for use of the Services by End Users. The Customer agrees to comply, and to ensure that, the End Users comply with the following policies and procedures associated with the use of the Services (the Customer and/or End Users are sometimes hereinafter referred to as "you").

1. Rules

While using the Service, you may not:

(a) post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Service or the Internet;

(b) post or transmit messages constituting "spam", which includes but is not limited to unsolicited e-mail messages, inappropriate postings to news groups, false commercial messages, mail bombing or any other abuse of e-mail or news group servers;

(c) post or transmit any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component;

(d) upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute or provide access to information, software or other material which:

(i) is confidential or is protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s);

(ii) is defamatory, obscene, child pornography or hate literature; or

(iii) constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing;

(e) use the Service for an unattended automated operation. You further agree not to use Internet applications for the purpose of simulating network activity to avoid session inactivity disconnection;

(f) engage in account sharing, including, without limitation, permitting third parties to use your Service account and password; or

(g) use the Service for simultaneous sessions using the same User ID and Password.

2. Your Equipment

It is your responsibility to ensure that your computer system meets the minimum requirements stated by Bell as being necessary to use the Service. From time to time, the computer equipment required to access and use the Service may change. Accordingly, your computer equipment may cease to be adequate to access and use the Service.

3. You Can Best Control the Risk and Therefore Are Responsible

Bell will not assume any responsibility for your acts or omission or of any individual who uses your account. An individual with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are your responsibility. As between Bell and you, you are better able to put in place physical and procedural impediments to the inappropriate use of and to supervise your account. Account and password protection will be your responsibility. Any detriment that is caused to the network as a result of a failure to properly secure your computer system may result in the termination of the Service.

4. Monitoring

Bell has no obligation to monitor the Service. However, in order to protect itself and its subscribers, Bell will be entitled to electronically monitor the Service from time to time and disclose any information concerning the End User required by the Customer or that is necessary to satisfy any law, regulation or lawful request or as necessary to operate the Service or to protect itself or others. Bell will not intentionally monitor or disclose any private e-mail message unless required by law. Bell reserves the right to refuse to post, or to remove any information or materials, in whole or in part, that it determines, in its sole discretion, are unacceptable, undesirable, or in violation of these policies.

5. Content

You acknowledge that some content, products or services available with or through the Service ("**Content**") may be offensive or may not comply with applicable laws. You understand that neither Bell nor any of its affiliates attempt to censor or monitor any Content. You also acknowledge that neither Bell nor any of its affiliates have any obligation to monitor your use of the Service and, except as provided herein, have no control over such use. Customer understands, however, that such Content may be subject to "caching" at intermediate locations on the Internet when being accessed through the Service. You assume total responsibility and risk for access to or use of Content and for your use of the Service and the Internet. Bell and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to your access to or use of Content.

6. Privacy

Bell cannot guarantee privacy. Your messages may be the subject of unauthorized third party interception and review. Bell therefore recommends that the Service not be used for the transmission of confidential information. Any such use shall be at your sole risk and Bell, its affiliates and its agents shall be relieved from all liability in connection therewith.

7. E-mail

Sending unsolicited, e-mail messages, including, without limitation, commercial advertising and informational

announcements is prohibited. End Users will not use another site's mail server to relay mail.

8. System and Network Security

End Users are prohibited from violating any system or network security measures including but not limited to engaging in unauthorized access or use of Bell's or a third party's network, data or information.

End Users are unauthorized to monitor Bell or third party's data, systems or network traffic.

End Users are prohibited to interfere with service to any user, host or network including without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.

End Users are prohibited to forge any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting.

9. Violation of Internet Use Policies

Bell considers the above practices to constitute abuse of its service. Therefore, Bell's terms and conditions of service prohibit these practices. Engaging in one or more of these practices may result in termination or suspension of the offender's account and/or access to Bell's services in accordance with the Customer's agreement with Bell.

Nothing contained in this policy shall be construed to limit Bell's actions or remedies in any way with respect to any of the foregoing activities. Bell reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Bell service, and levying cancellation charges to cover Bell's costs. In addition, Bell reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

Complaints regarding email, SPAM or Illegal Use or System or Network Security issues, should be sent to abuse@bell.ca.

SCHEDULE B
ETHERNET TRANSPORT SERVICE

1. General

The Bell Ethernet Transport Service is provided to Customer by Bell in accordance with the Agreement and this Schedule.

2. The Bell Service

The following is a general description of the Ethernet Transport Service.

Ethernet Transport Service provides transport for Ethernet traffic from a Bell wire centre in which an Ethernet Access terminates as per Bell's General Tariff (GT) Item 5020 to and including a Carrier-to-Carrier Interface (CCI) or Ethernet Carrier Extension (ECX) Interface.

The Service consists of the following components: an Ethernet Port, a Network Path and a CCI or an ECX Interface. CCI and ECX Interfaces are available at select locations within the following cities: Toronto, Montréal and Ottawa.

METRO AREA	WIRE CENTRE	CLLI
Montreal	Belmont	MTRLPQ02
Montreal	Côte-des-Neiges	MTRLPQ19
Montreal	St-Dominique	MTRLPQ28
Montreal	Ontario	MTRLPQ42
Montreal	Atwater	MTRLPQ43
Montreal	Dorval	MTRLPQ45
Montreal	Elm	SLAMPQ20
Ottawa	Hull	HULLPQ20
Ottawa	Bank	OTWAON10
Ottawa	O'Connor	OTWAON23
Toronto	Clarkson	CKSNON16
Toronto	Derry	MALTON22
Toronto	Adelaide	TOROON01
Toronto	Asquith	TOROON02
Toronto	Eglinton	TOROON06
Toronto	Sheppard	TOROON21
Toronto	Don Mills	TOROON46
Toronto	Finch	TOROON47
Toronto	Ernest	TOROON48
Toronto	Simcoe	TOROON63
Toronto	Unionville	UNVLON55

location of the CCI or ECX. A network path supports the following two types of transmission:

Ethernet Transport service is available to competitors ie Canadian Carriers, Resellers and Digital Subscriber Line Service Providers (DSLSP's)

The Service is only available in conjunction with Access service pursuant to General Tariff Item 5020 Ethernet Access at rates of 10 Mbps, 100 Mbps and 1000 Mbps and Bell's Ethernet T1 Access at rates of T1. The Service is not available nor shall it be provided as a standalone service. An Ethernet Access is required for each Ethernet Port.

Connectivity between the Service CCI and the Customer's equipment in a collocation space at Bell wire centre is available using connecting links and collocation service as per AST Items 110 and 120.

Ethernet Transport Service is provided subject to the availability of suitable facilities and equipment.

3. Termination of Service

The Bell Service will renew on a monthly basis as outlined in the main body of the Agreement, unless you provide to your Bell representative a written cancellation notice. Ethernet Transport Service rates are month to month. Therefore Ethernet Transport Service can be terminated together with EAS service. Termination charges do not apply to ETS service.

4. Fees

Please contact your Account prime.

5. Definitions

"Access "means a portion of the network from Bell's Canadian serving wire centre or Canadian POP, to the Customer's Site(s) up to and including the service interface point. Ethernet Access at rates of 10 Mbps, 100 Mbps and 1000 Mbps is offered under Bell's General Tariff (GT) Item 5020. Ethernet T1 Access is offered at rates of T1.

"Carrier-to-Carrier Interface or CCI "provides the point of interconnection between the Customer's and Bell's network. CCI is available in Asynchronous Transfer Mode (ATM) protocol at a speed of OC-3 and in Optical Ethernet (OE) protocol at a speed of 1000 Mbps.

"Ethernet Carrier Extension (ECX) Interface" provides interconnection between the Customer's PoP outside Bell's serving wire centre and Bell OE network. ECX Interface is available in OE protocol at a speed of 1000 Mbps.

"ETS Port "connects a Bell provided Ethernet Access circuit, as per Bell's General Tariff Item 5020, or a Bell provided Ethernet T1 Accessto a Bell provided Ethernet switch, and is available at speeds of 10 Mbps, 100 Mbps, 1000 Mbps or T1 (1.544 Mbps).

A "Network Path" is established between a Bell wire centre where the Customer's Ethernet Access terminates and the

- "Burstable" is network connectivity that provides for standard Ethernet connectivity

- "Dedicated" is network connectivity that provides dedicated bandwidth within Bell's core network.

T1 (1.544 Mbps) Megabit per second means a technology access operating at 1.544 megabit per second.

"VLAN Trunk" means trunk lines providing VLAN identification for frame traveling between switches. VLAN means the ability to associate different LAN attached work stations as being part of the same LAN independent of where the work station is physically attached through the LAN.

"10 Mbps Ethernet" means an Ethernet access specification defined by the IEEE.3 committee that uses category 5 twisted pair wiring (copper).

"100 Mbps Ethernet means" an Ethernet access specification defined by the IEEE.3 committee that was category 5 twisted pair wiring (copper).

"1000 Mbps Gigabit" means an Ethernet access defined by the IEEE.3 committee that may use either fibre or category 5 twisted pair wiring (copper).

"Metro Network Path" is established within the urban cores of Toronto, Ottawa and Montreal and their respective EAS (Extended Area of Service)

"Provincial Network Path" is established within one province ie the geographic boundaries of either Quebec or Ontario

"Regional Path" is established between Quebec or Ontario

SCHEDULE C

AIN INTERCONNECTION SERVICE

1. General

(a) Advanced Intelligent Network (AIN) Interconnection provides unbundled underlying Public-Switched Telephone Network (PSTN) access components, for Alternate Enhanced Service Providers (AESPs) to provide AIN services to their end-users.

2. Terms and Conditions

(a) Subject to the terms and conditions as set out in this schedule, AESPs choosing to provide AIN services may interconnect their services and facilities to the Company's services and facilities, subject to their availability.

(b) The provision of AIN Interconnection is subject to the Terms and conditions specified in the AIN Interconnection Confidentiality Agreement (AIN Agreement) and the Non-Disclosure Document which define and determine the procedures for handling confidential information provided by the AESP to the Company in relation to services provided as a result of interconnection.

(c) In so far as they are reasonably applicable and not inconsistent with this schedule, the Company's General Tariff, CRTC 6716, and all other Company tariffs, including any amendments to or replacements of them, extend and apply to this schedule. The Company's Terms of Service, Item 10 of the General Tariff, including any amendments to or replacements of them, apply to this schedule with such modifications as the circumstances require.

(d) Any facilities and services of the Company required by an AESP for the purposes of AIN interconnection may be acquired through any of the Company's Tariffs including this schedule.

(e) The provision of the connections outlined in this schedule does not constitute a joint undertaking with the AESP in the furnishing of any service.

(f) In the furnishing of such connections, the Company is not responsible to the AESP's subscribers for end-to-end service.

(g) Effective March 3, 2011 AIN Interconnection Service is not available to new customers.

(h) The Company does not make any representation that AIN access services shall at all times be available in the quantities requested and at the locations specified by the customer. The Company shall, however, devote its best reasonable effort to make such access services available on request.

(i) The AESP is considered to be the Company's customer for any connections provided pursuant to this schedule.

(j) The AESP will furnish or arrange to furnish to the Company, at no charge, adequate equipment space and electrical power required by the Company to provide the connections under this schedule at the AESP's premises, or at its subscribers' premises, as appropriate.

(k) The AESP will also furnish or arrange to furnish to the Company, at no charge, any additional facilities or protective

apparatus that may be required due to the particular hazardous locations of the connections.

(l) In cases of subscriber-provided equipment or facilities, the interface with the Company's equipment or facilities shall comply with Items 4200 and 4230 of the Company's General Tariff.

(m) CCS7 interconnection supporting TCAP message sets between the AESP and the Company CCS7 signalling network is required, and the following conditions apply:

(i) The AESP must be a facilities-based carrier.

(ii) Where the AESP operates its own switching network, access to the Company's signalling and switching network, for the purpose of providing AIN services, is contingent on reciprocal access to the AESP's signalling and switching network under similar terms, conditions and costs

(iii) The AESP will indemnify any and all liability resulting from any breach, violation, covenant, representation or warranty under the AIN Agreement between the AESP and the Company or the applicable Tariffs

(n) The AESP's SCP or STPs must conform to American National Standards documents published by the American National Standards Institute (ANSI) and to requirements published by Telcordia (formerly known as Bellcore).

(o) The Company, for security purposes, will ensure that transported CCS7 messages conform to those currently available for use and defined in the current issue of the Company's Interface Disclosure documentation, and to ensure that these messages in no way jeopardize the integrity of the Company's network, its data or the services provided by the Company or any other service provider on the Company's network. The Company may at its discretion monitor AESP messages in order to detect any non-conforming message transactions. Messages that do not conform to those supported by the Company will be treated as a threat to the integrity of the Company's CCS7 signalling network and the protection described in 5(b) and 5(c) will apply.

(p) Prior to receiving service pursuant to this schedule an AESP must register with the Commission and the Company.

(q) Together with its registration, an AESP shall file with the Commission a full description of its network, including information regarding the extent of owned and leased transmission facilities. The AESP shall notify the Company of such filing.

(r) An AESP may not utilize an existing exchange service telephone number for the assignment of the 7-DSNA. Some restrictions apply to the AESP for the selection of NXX codes for the assignment of 7-DSNA.

(s) IN Interconnection service cannot be resold.

3. Network Changes

(a) The Company does not make any representation that its equipment and facilities are adapted or will remain adapted for use in connection with AESP-provided equipment or facilities.

(b) The Company reserves the right to change in whole or in part, the design, function, operation or layout of its equipment, apparatus, lines, circuits or devices as it considers necessary. The Company shall not be responsible to an AESP or its subscribers for any of their equipment, apparatus, lines, circuits or devices, either in whole or in part, which cease to be compatible with the Company's facilities or become inoperative because of such changes to the Company's equipment, apparatus, lines, circuits or devices.

(c) The AESP shall not implement any change to its operations, services or network which would, in the reasonable assessment of the Company, materially affect the Company's operations, services or network, without the prior consent of the Company, which shall not unreasonably be withheld.

4. Network Outages

(a) The Company will provide the AESP with the earliest possible notice of all network outages affecting the operation of the AESP's AIN services.

(b) The Company does not guarantee uninterrupted working of its service and/or equipment and shall not be liable to the AESP, or to any other entity, for any failure or delay in performance of any service provided pursuant to this schedule or any other Company Tariff, to the extent that such failure or delay is attributable to causes or results from events beyond the Company's reasonable control. Nothing in this paragraph shall extend the liability of the Company, specified in Article 15 of the Company's Terms of Service, in the event of service problems.

5. Protection

(a) The characteristics and methods of operation of any circuits, facilities or equipment of the AESP, when connected to the Company's, shall not:

- (i) interfere with or impair service over any facilities of the Company or its connecting carriers involved in its services;
- (ii) cause damage to its plant;
- (iii) impair the privacy of any communication carried over its facilities;
- (iv) create hazards to the Company's employees or to the public.

(b) If such characteristics or methods of operation are not in accordance with the preceding, the Company will, where practicable, notify the AESP that temporary discontinuance of the use of any circuits, facilities or equipment may be required. When prior notice is not practicable, nothing contained within this schedule shall be deemed to preclude the Company from temporarily discontinuing forthwith the availability to the AESP of any circuit, facility or equipment if such action is reasonable under the circumstances. In cases of such discontinuance, the AESP will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

(c) During any period of temporary discontinuance of service caused by a trouble or condition arising in the AESP's operations, facilities or network, no refund for interruption of service, as set forth in the Company's Terms of Service, shall be made.

6. Definitions

For the purposes of this schedule :

"Advanced Intelligent Network (AIN)" is a service independent architecture that enables the Company and/or the AESPs to create and control custom services for their subscribers.

"Alternate Enhanced Service Provider (AESP)" means an AIN service provider other than the Company.

"Mass Calling" application refers to an AI application which generates a large number of calls in a short period of time to the same destination number.

"Mass Market" application refers to an AIN application which has a strong appeal to the masses, including residential and business subscribers.

"Regular Telephone Number" refers to a telephone number other than the non-geographic Seven-Digit Single Number Access (7-DSNA) code and which has its own line or trunk appearance at the Company switch.

"Service Control Point (SCP)" is a remote database where subscriber-specific AIN call data is stored and where source service logic and instructions are provided for call routing purposes.

"Service Switching Point (SSP)" is a Company switch that can recognize AIN calls and route and/or connect them under the direction of a Service Control Point.

"Seven-Digit Single Number Access (7-DSNA)" code is a non-geographic number which permits incoming calls to a unique 7-digit telephone number to be routed to terminating locations pre-designated by the subscriber for specific NPAs in the Company's territory, according to the subscriber's defined parameters stored in the AESP's database.

"Signalling Transfer Point (STP)" refers to a packet switch within the CCS7 signalling network whose primary functions include routing signalling information and providing associated network management functions.

"Subscriber" means a person for whom telecommunications equipment, facilities, or service has been provided by an AESP.

"Transaction Capabilities Application Part (TCAP)" is the application layer CCS7 protocol that may be used for non-circuit related transaction information for the exchanging of call-related data between telco switches (or SSPs) and the respective AIN databases of AESPs or the Company.

7. AIN Underlying Network Components

(a) The AIN underlying network components provided by the Company will provide the AESPs with the capability to interconnect their services and facilities for the purposes of providing AIN services originating and terminating in the Company's local network, using TCAP message sets.

(b) Only TCAP message sets and capabilities defined in the current issue of the Company's interface Disclosure documentation will be available to the AESPs.

(c) AIN services are not supported on Centrex lines, except in conjunction with the Company's Internet Protocol Service.

(d) AIN programs deemed by the Company to be mass calling applications will be provided over a choked network access. In the event that an AESP's program, identified as a non-mass

calling program at the time of application, is later deemed to be a mass calling program, the Company reserves the right to move the program to the choked network or suspend or terminate the program.

(e) In exceptional cases, ISDN loop around trunks may be required to enable calls to AIN numbers.

8. CCS7 Signalling Interconnection

(a) CCS7 Signalling Interconnection is required to provide the AESP with the ability to interconnect its own CCS7 signalling network with the Company's CCS7 signalling network in order to exchange the TCAP message sets between the AESP AIN platform and the Company's network.

(b) When CCS7 signalling is requested for the purpose of supporting AIN services offered by the AESPs, CCS7 links are required. CCS7 links refer to the DS-0 channels between the Company's designated gateway STPs and the AESP's SCPs or STPs. This interconnecting arrangement may be provided by the Company, subject to the availability of suitable facilities, as determined by network design requirements, to carry CCS7 signalling information associated with AIN services and customized routing of calls.

9. Termination of Service

The Bell Service will renew on a monthly basis as outlined in the main body of the Agreement, unless you provide to your Bell representative a written cancellation notice.

SCHEDULE D

BILLED NUMBER SCREENING DATABASE STORAGE.

1. General

The Bell BNS Database Service is provided to in accordance with the Agreement and this Schedule

2. The Bell Service

BNS Database Service, which is available on a National basis, permits CLECs and WSPs to list in the Company BNS database the high level numbers (NPA-NXX/NPA-NXX-X) and line level numbers (NPA-NXX-XXXX), for which they are responsible for the purpose of placing Collect and Bill-to-Third (C/BTT) call billing restrictions on their end-users' telephone lines.

The Customer is required to establish Service with Bell only once in order to list all its numbers in Bell's BNS Database. Once Service will have been established, the customer shall provide accurate high level and line level number information records to Bell for all transactions to be entered into the BNS Database. Bell shall enter each transaction into the BNS Database on behalf of the customer.

3. Definitions

"BNS Database" means the database used within the billed number screening system that houses the high level and line level number information needed to validate billing Collect and Billed-To-Third (C/BTT) calls to a telephone number.

"CLEC" means Competitive Local Exchange Carrier.

"High Level Number" means a six digit number (i.e., NPANXX) or a seven digit number (i.e., NPA-NXX-X).

"Line Level Number" means a ten digit number (i.e., NPANXX-XXXX) that identifies each main telephone on the public switched network.

"WSP" means Wireless Service Provider.

4. Fees

Please contact your Bell account prime.

5. Termination of Service

The Bell Service will renew on a monthly basis as outlined in the main body of the Agreement unless you provide to your Bell Representative a written cancellation notice.

6. Ordering

During the Term, the Customer may order additional volume of Service as described in this Schedule from time to time, subject to acceptance of such orders by Bell in its sole discretion. BNS Service is initially established on the Trunk side, via the Access Service Request (ASR) process. Beyond establishing the Service, the Customer shall complete the order by e-mailing in a template order. All such additional Service shall be subject to the terms and conditions and rates of this Schedule and the Agreement, whether or not this Schedule and the Agreement are referenced.

7. SERVICE LEVEL AGREEMENT

Subject to the limitation of liability section of the Agreement, if there is a service interruption that lasts twenty-four (24) hours or longer from the time Bell receives notice from Customer, then at Customer's written request, Bell will investigate and determine whether the Customer is entitled to a credit or refund of the recurring applicable Fees proportionate to the length of the interruption starting from the time Bell receives the Customer's notice. In order for Bell to consider a Customer's request for a credit or refund Customer shall submit the notice to Bell no later than thirty (30) calendar days after the service interruption. A Bell trouble ticket number must also be included in the written request.

8. Other Terms and Conditions

(a) Limitation of Liability. In addition to what is provided for in the Agreement, Bell is not responsible for errors created due to erroneous number information, or for entering any duplicated information provided by the Customer. Bell does not warrant the completeness or accuracy of the BNS database, and shall not be liable for any loss, cost or damages arising from the use of the information contained in the database.

(b) Technology Upgrades. At any time during the term of this Schedule and upon written request by the Customer, Bell may, in its sole discretion and acting reasonably, modify certain terms and conditions of this Schedule to enable the Customer to obtain services which feature upgraded technology, provided the modifications result in committed revenues of a value equal to or greater than those remaining under this Schedule.

(c) Customer Equipment. The use and compatibility of all equipment, software and/or service not provided by Bell ("**Non-Bell Products**") shall be in accordance with Bell's standards. Non-Bell Products attached to the Bell network must be certified or connected through a certified network protection device in accordance with Bell's terminal attachment standards. When the Customer requires Bell to install special equipment or incur unusual expense to provide the Service, the Customer will pay additional charges based on the equipment installed and the expense incurred.

SCHEDULE E

LOCAL NUMBER PORTABILITY AND LRN ABSENT

1. General

The Bell Local Number Portability Service is provided to Customer in accordance with the Agreement and this Schedule.

2. The Bell Service

Bell shall provide the following Service to the Customer:

LNP/WNP - Access to Service Control Point (SCP) allows the Customer to access a SCP database to obtain information pertaining to the terminating location of a call. LNP/WNP will only be offered where the necessary facilities, equipment and capacity are available. A digital network with CCS7 connectivity and Advanced Intelligent Network (AIN) software is required.

10D GTT - Access to SCP provides signalling and message exchange for the Customer having CCS7 capability for those wishing to contract with Bell to perform 10 Digit Global Title Translation (10D GTT) on its behalf. The 10D GTT service supports the Customer when exchanging Call Management Service (CMS) queries for Automatic Call Back (ACB), Automatic Recall (AR), Screen List Editing (SLE), Calling Name (CNAM) and Billed Number Screening (BNS) database queries where the Customer cannot or does not perform the 10D GTT translations within its own network.

LRN Absent - Provides call processing for calls from the Customer in locations where LNP or WNP have been implemented, and when the interconnecting carrier does not transmit the LRN of the serving switch to which the call must be routed for termination.

3. Definitions

"Service Provider Portability" enables an end user to retain the same telephone number when changing from one service provider to another:

"Location Routing Number (LRN)" is a ten-digit routing number which is returned for a ported number that identifies the new terminating location.

"10 Digit Global Title Translation (10D GTT)" - provides where supported, a Destination Point Code and optionally a Subsystem Number that can be used to route queries to the appropriate network destination for the 10D GTT application involved.

"Portable NPA-NXX" refers to unique NPA-NXXs, within which at least one customer has moved a number to another NPA-NXX for local service.

"Service Control Point (SCP)" is a network-resident database which contains the ported number information necessary to support number portability.

4. Fees

Please contact your Bell account prime.

5. Termination of Service

The Bell Service will renew on a monthly basis as outlined in the main body of the Agreement unless you provide to your Bell Representative a written cancellation notice.

6. Ordering

During the Term, the Customer may order additional volume of Services as described in this Schedule from time to time, subject to acceptance of such orders by Bell in its sole discretion. With the exception of the LRN Line-side Interconnecting circuits, all services are ordered on the Trunk side, via the Access Service Request (ASR) process. LRN Line-side Interconnecting circuits are ordered on the Line-side of the business via normal processes. This Service Schedule covers three distinct services: LNP/WNP, 10D GTT and LRN Absent. Subscription to any combination of these services is allowed during the Service Term. All such additional Services shall be subject to the terms and conditions and rates of this Schedule and the Agreement, whether or not this Schedule and the Agreement are referenced.

7. SERVICE LEVEL AGREEMENT

Subject to the limitation of liability section of the Agreement, if there is a service interruption that lasts twenty-four (24) hours or longer from the time Bell receives notice from Customer, then at Customer's written request, Bell will investigate and determine whether the Customer is entitled to a credit or refund of the recurring applicable Fees proportionate to the length of the interruption starting from the time Bell receives the Customer's notice. In order for Bell to consider a Customer's request for a credit or refund Customer shall submit the notice to Bell no later than thirty (30) calendar days after the service interruption. A Bell trouble ticket number must also be included in the written request.

Provisioning lead times, as per Industry standards, are required to set-up the network database information.

8. Other Terms and Conditions

(a) Technology Upgrades. At any time during the term of this Schedule and upon written request by the Customer, Bell may, in its sole discretion and acting reasonably, modify certain terms and conditions of this Schedule to enable the Customer to obtain services which feature upgraded technology, provided the modifications result in committed revenues of a value equal to or greater than those remaining under this Schedule.

(b) Customer Equipment. The use and compatibility of all equipment, software and/or service not provided by Bell ("Non-Bell Products") shall be in accordance with Bell's standards. Non-Bell Products attached to the Bell network must be certified or connected through a certified network protection device in accordance with Bell's terminal attachment standards. When the Customer requires Bell to install special equipment or incur unusual expense to provide the Service, the Customer will pay additional charges based on the equipment installed and the expense incurred.

SCHEDULE F
WDN INTRA EXCHANGE SERVICE

1. General

The Bell Wholesale Digital Network (WDN) Intra Exchange Service provides for the digital transmission of information at DS-0, DS1, DS-3, OC-3 and OC-12 transmission speed in accordance with the Agreement and this Schedule.

2. The Bell Service

Wholesale Digital Network (WDN) Intra Exchange Service is an intra-exchange point-to-point digital facility between a Rate Centre and the serving wire centre, or between serving wire centres in the same Exchange.

This service allows for the digital transmission of information at DS-0, DS1, DS-3, OC-3 and OC-12 transmission speeds. The Services are provided subject to the availability of suitable equipment and facilities.

3. Fees

Please contact your Bell account prime.

4. Termination of Service

The Bell Service will renew on a monthly basis as outlined in the main body of the Agreement unless you provide to your Bell Representative a written cancellation notice.

5. Definitions

"DS-0" means a channel capable of digital transmission at a 56/64 Kbps rate

"DS-1" means a channel capable of digital transmission at a 1.544Mbps rate

"DS-3" means a channel capable of digital transmission at a 44.736 Mbps rate

"Exchange" means a basic unit for the administration and furnishing of telephone service, and generally encompasses the Rate Centre and any associated serving wire centres;

"OC-3" means a channel capable of digital transmission at a nominal 155 Mbps rate;

"OC-12" means a channel capable of digital transmission at a nominal 622 Mbps rate; and

"Rate Centre" means the wire centre within the Exchange that has been designated for purposes of calculating mileage charges.

6. Service Level Agreement

Subject to the limitation of liability section stated in the Agreement, if there is a service interruption that lasts twenty-four (24) hours or longer from the time Bell receives notice from Customer, then at Customer's written request, Bell will investigate and determine whether the Customer is entitled to a credit or refund of the recurring applicable Fees. If so, such credit or refund shall be proportionate to the length of the interruption starting from the time Bell receives the Customer's notice. In order for Bell to consider a Customer's request for a credit or refund, Customer shall submit the notice to Bell no

later than thirty (30) calendar days after the service interruption. A Bell trouble ticket number must also be included in the written request.

7. Other Terms and Conditions

(a) Service Level Objective. WDN Intra Exchange Service shall have a service level objective of an average four-hour mean time to repair (MTTR), determined on a monthly basis.

(b) Equipment. When it is necessary for the Company to install special equipment or to incur unusual expense, additional charges will apply based upon the equipment installed or the expense incurred.

(c) Other. The WDN Intra Exchange Service may be used by Customer for circuits that may ultimately terminate at a Customer POP in Canada and outside Bell Canada's serving territory. WDN Intra Exchange Service may also be used from Bell Canada's switch to Customer's switch to support interconnection services.

Service is provided within such exchanges or serving wire centres depending on the availability of suitable facilities and equipment.

SCHEDULE G
WDN ACCESS SERVICE

1. General

The Bell Wholesale Digital Network (WDN) Access Service provides a digital access facility from an end-customer premises, or Customer POP to the Bell Canada Serving Wire Centre in accordance with the Agreement and this Schedule.

2. The Bell Service

Wholesale Digital Network (WDN) Access Service is an access point-to-point digital facility between a Bell Central office and the end user /customer premise or Customer POP to the Bell Canada Serving Wire Centre.

This Service allows for the digital transmission of information at DS-3, OC-3 and OC-12 transmission speeds.

The Services are provided subject to the availability of suitable equipment and facilities.

3. Fees

Please contact your Bell account prime.

4. Termination of Service

The Bell Service will renew on a monthly basis as outlined in the main body of the Agreement unless you provide to your Bell Representative a written cancellation notice.

5. Definitions

"DS-3" means a channel capable of digital transmission at a 44.736 Mbps rate

"OC-3" means a channel capable of digital transmission at a nominal 155 Mbps rate;

"OC-12" means a channel capable of digital transmission at a nominal 622 Mbps rate; and

6. Service Level Agreement

Subject to the limitation of liability section stated in the Agreement, if there is a service interruption that lasts twenty-four (24) hours or longer from the time Bell receives notice from Customer, then at Customer's written request, Bell will investigate and determine whether the Customer is entitled to a credit or refund of the recurring applicable Fees. If so, such credit or refund shall be proportionate to the length of the interruption starting from the time Bell receives the Customer's notice. In order for Bell to consider a Customer's request for a credit or refund, Customer shall submit the notice to Bell no later than thirty (30) calendar days after the service interruption. A Bell trouble ticket number must also be included in the written request.

7. Other Terms and Conditions

(a) Service Level Objective. WDN Access DS-3, OC-3, OC-12 service shall have a service level objective of an average four-hour mean time to repair (MTTR), determined on a monthly basis.

(b) Equipment. When it is necessary for the Company to install special equipment or to incur unusual expense, additional

charges will apply based upon the equipment installed or the expense incurred.

(c) Other. Bell Canada's WDN Access Service may be used by Customer for circuits that may ultimately terminate at a Customer POP in Canada and outside Bell Canada's serving territory. WDN Access Service may also be used from Bell Canada's switch to Customer's switch to support interconnection services.

Service is provided within such exchanges or serving wire centres depending on the availability of suitable facilities and equipment.

SCHEDULE H

WDN CHANNELIZATION SERVICE

1. General

The Bell Wholesale Digital Network (WDN) Channelization Service provides channelized bandwidth in the Bell Central office in accordance with the Agreement and this Schedule.

2. The Bell Service

WDN Channelization Service channelizes multiple channels of the same bandwidth into a single channel of a higher bandwidth, or dechannelizes a single channel of a higher bandwidth into multiple channels of the same lower bandwidth, within a Bell Canada central office.

This Service allows for the channelization of higher or lower bandwidth between DS0 to OC48 transmission speeds.

The Services are provided subject to the availability of suitable equipment and facilities.

3. Fees

Please contact your Bell account prime.

4. Termination of Service

The Bell Service will renew on a monthly basis as outlined in the main body of the Agreement unless you provide to your Bell Representative a written cancellation notice.

5. Definitions

"DS-1 to DS-0" enables a DS-1 access or channel to be connected to DS-0 channels.

"DS-3 to DS-1" enables a DS-3 access or channel to be connected to DS-1 channels.

"OC-3 to DS-3" enables a OC-3 access or channel to be connected to DS-3 channels.

"OC-12 to OC3" enables a OC-12 access or channel to be connected to OC-3 channels.

"OC-12 to DS3" enables a OC-12 access or channel to be connected to DS-3 channels.

6. Service Level Agreement

Subject to the limitation of liability section stated in the Agreement, if there is a service interruption that lasts twenty-four (24) hours or longer from the time Bell receives notice from Customer, then at Customer's written request, Bell will investigate and determine whether the Customer is entitled to a credit or refund of the recurring applicable Fees. If so, such credit or refund shall be proportionate to the length of the interruption starting from the time Bell receives the Customer's notice. In order for Bell to consider a Customer's request for a credit or refund, Customer shall submit the notice to Bell no later than thirty (30) calendar days after the service interruption. A Bell trouble ticket number must also be included in the written request.

7. Other Terms and Conditions

(a) Service Level Objective. WDN Channelization Service shall have a service level objective of an average four-hour mean time to repair (MTTR), determined on a monthly basis.

(b) Equipment. When it is necessary for the Company to install special equipment or to incur unusual expense, additional charges will apply based upon the equipment installed or the expense incurred.

(c) Central office channelizing service is only available as a WDN Channelization Service where Customer is not co-located in the serving wire centre. Customer may lease a channelizing feature under Bell Canada retail tariffs if collocated in the Company's serving wire centre. When a Customer becomes newly co-located in a serving wire centre, all existing WDN central office channelizing services within that serving wire centre will be re-rated in accordance with the Bell Canada retail tariff.

Service is provided within such exchanges or serving wire centres depending on the availability of suitable facilities and equipment.

SCHEDULE I
SPECIAL ASSEMBLY ACCESS SERVICE

1. General

The Bell Special Assembly Access Service provides a digital access facility from an end-customer premises or Competitor POP to the Bell Canada Serving Wire Centre for Non-serving areas in accordance with the Agreement and this Schedule.

2. The Bell Service

Special Assembly Access Service is an access point-to-point digital facility between a Bell Central office and the end user /customer premise or Competitor POP to the Bell Canada Serving Wire Centre.

This Service allows for the digital transmission of information at DS-3, OC-3 and OC-12 transmission speeds.

The Services are provided subject to the availability of suitable equipment and facilities.

3. Fees

Please contact your Bell account prime.

4. Termination of Service

The Bell Service will renew on a monthly basis as outlined in the main body of the Agreement unless you provide to your Bell Representative a written cancellation notice.

5. Definitions

"DS-3" means a channel capable of digital transmission at a 44.736 Mbps rate.

"OC-3" means a channel capable of digital transmission at a nominal 155 Mbps rate.

"OC-12" means a channel capable of digital transmission at a nominal 622 Mbps rate.

6. Other Terms and Conditions

(a) Equipment. When it is necessary for the Company to install special equipment or to incur unusual expense, additional charges will apply based upon the equipment installed or the expense incurred.

(b) Other. Bell Canada's Special Assembly Access DS-3, OC-3, OC-12 services may be used by a Competitor for circuits that may ultimately terminate at a Competitor POP in Canada and outside Bell Canada's serving territory. Special Assembly services may also be used from Bell Canada's switch to the Competitor's switch to support interconnection services.

SCHEDULE J
SPECIAL ASSEMBLY CHANNELIZATION SERVICE

1. General

The Bell Special Assembly Channelization Service provides channelized bandwidth in the Bell Central office for Non Serving areas in accordance with the Agreement and this Schedule.

2. The Bell Service

Channelization service channelizes multiple channels of the same bandwidth into a single channel of a higher bandwidth, or dechannelizes a single channel of a higher bandwidth into multiple channels of the same lower bandwidth, within a Bell Canada central office.

This Service allows for the channelization of higher or lower bandwidth between DS-0 to OC-12 transmission speeds.

The Services are provided subject to the availability of suitable equipment and facilities.

3. Fees

Please contact your Bell account prime.

4. Termination of Service

The Bell Service will renew on a monthly basis as outlined in the main body of the Agreement unless you provide to your Bell Representative a written cancellation notice.

5. Definitions

"DS-1 to DS-0" enables a DS-1 access or channel to be connected to DS-0 channels.

"DS-3 to DS-1" enables a DS-3 access or channel to be connected to DS-1 channels.

"OC-3 to DS-3" enables a OC-3 access or channel to be connected to DS-3 channels.

"OC-12 to OC-3" enables a OC-12 access or channel to be connected to OC-3 channels.

"OC-12 to DS-3" enables a OC-12 access or channel to be connected to DS-3 channels.

6. Other Terms and Conditions

(a) Equipment. When it is necessary for the Company to install special equipment or to incur unusual expense, additional charges will apply based upon the equipment installed or the expense incurred.

SCHEDULE K
PORT OUT CANCELLATION

1. General

The Bell Port Out Cancellation service is provided in accordance with the Agreement and this Schedule.

2. The Bell Service

Port out Cancellation is a request to cancel a pending stand-alone request to port a telephone number from the Company to a LEC or WSP prior to the telephone number being ported.

Cancellations may be originated by the LEC or the WSP or may be originated by the Company if the telephone number porting is not completed by the LEC or WSP within 7 days of the confirmed due date of the original or subsequently modified request.

3. Fees

A charge applies to the cancellation of a pending request to port a telephone number from the Company to a LEC or WSP in excess of 10% of the total number of valid telephone number porting requests issued the LEC or WSP in a calendar month, where valid porting requests are those that have been accepted and provisioned. If telephone number porting requests occur in both Bell Canada and Bell Aliant territories, the number of port-out cancellations and the number of total valid telephone number porting request will be aggregated across Bell Canada and Bell Aliant territories. In order to determine the appropriate charge, which will be billed by Bell Canada or Bell Aliant.

Port –out cancellations that arise due to a subsequent decision from the customer, as indicated by a valid More Recent Authorization received by the Company, or that are attributable to other factors under the control of the Company, such as delays due to missed due dates, will not be included in the port-out cancellation total that is attributed to the LEC or WSP.

If a LEC or WSP submits a Local Service Request on behalf of a customer, and another LEC or WSP submits another Local Service Request with More Recent Authorization on behalf of the same customer, the cancellation of the first Local Service Request will not be included in the port-out cancellation total that is attributed to the LEC or WSP.

A port order cancellation will not be included in the port-out cancellation total that is attributed to the LEC or WSP, if:

- (i) a customer informs the Company that the customer wishes to remain with the Company, rather than proceed with an approved number port to a competitor; and
- (ii) the approved number port to a competitor has not already been cancelled by the Company after a 7-day period following the due date of the request.

4. Definitions

“Authorization Date” is the date that an end user authorizes a change in local service provider.

“More Recent Authorization” is an end user’s authorization for a change in local service provider that is provided subsequent to an earlier authorization for a change in local service provider from that end user.

“Ported Numbers” are those numbers which are identified for either LNP/WNP treatment. The term refers to lines or directory numbers (DNs) formerly associated with a particular switch and now associated with a different service provider or Company switch. % Ported refer to the percentage of total subscribers who have moved to a new switch with their old number.

SCHEDULE L

INTERNET SERVICE PROVIDER (ISP) LINK SERVICE

1. General

(a) ISP Link service provides an integrated access arrangement, using Megalink Service (Item 5200 or 5201) or Digital Exchange Access (DEA) (Item 5300), to connect incoming data calls from modems, Switched 56 Kbps services or Integrated Service Digital Network (ISDN) services, to an Internet Service Provider's equipment. ISP Link service may also be provided to customers with similar requirements.

(b) With Megalink Service, ISP Links connect incoming data calls from modems, Switched 56 services and ISDN services using up to five access telephone numbers and five Virtual Facility Groups (VFGs) per Megalink system group, as required.

(c) With DEA, ISP Links connect incoming data calls from modems and Switched 56 services using up to five access telephone numbers and five trunk groups per DEA system group, as required.

(d) Additional telephone numbers, if required, may be obtained based on the Company's Inward Dialing service, Item 500.

2. Terms and Conditions

(a) The Megalink or DEA services can only consist of ISP Links and cannot be used to provide other services. Exception: ISP Links are able to terminate 800/888 calls.

(b) ISP Links may not be used to terminate 900 or 976 calls.

(c) A customer may convert any number of Centrex III locals and/or Microlink Accesses to Megalink/DEA ISP Links, without incurring termination charges, provided that the total number of ISP Links acquired is equal to or greater than the number of locals converted, that the customer commits for at least the same number of Megalink/DEA accesses (on a DS-0 basis) as the number of locals converted and, the Megalink/DEA contract period is of equal or longer duration than the contract of the locals being converted.

(d) ISP Links may not be used for ordinary voice communication.

(e) Calling Line Identification and Calling Name Identification are not available with ISP Link service using DEA.

3. Fees

Please contact your Bell account prime

SCHEDULE M

THIRD PARTY INTEGRATED VOICE MESSAGING SERVICE AND CALL FORWARD BUSY/NO ANSWER

1. Third Party Integrated Voice Messaging Service (IVMS)

(a) IVMS is a Digital Multiplex Systems (DMS) based service providing integration between a DMS central office and an external Voice Messaging System (VMS). IVMS includes the required access arrangements to allow voice information to be transferred between the DMS switching equipment and a customer-provided VMS, in both directions.

(b) IVMS is provided on Individual-line service (GT Item 70), which is provisioned from suitably equipped DMS central offices.

(c) IVMS provides the capability of answering calls and recording messages associated with these calls.

(d) Message Monitor is not available for use on multi-line systems.

(e) The following access arrangement configurations are available for use with customer-provided VMS equipment.

(i) Option 1

One data access port and associated voice access lines are required to connect a DMS central office with VMS equipment located in the DMS wire-centre area.

In addition, a Schedule 4-type-4 data channel is required between the data access port in the DMS central office and the Voice Messaging System.

As an exception, voice access lines may be provided without an associated data access port when full IVMS integration is not required

(ii) Option 2

One data access port and associated access voice lines are required for each DMS central office connected to the VMS equipment. Distance charges apply to extend voice access lines to DMS central offices other than that serving the VMS equipment. Distance is measured from the central office serving the VMS equipment to the central office where the voice access lines are connected.

(iii) Option 3

One data access port and associated access voice lines are required to connect the serving DMS central office with the VMS equipment. One Network message soft-ware feature package is required at the serving DMS central office. One data access port and associated Schedule 4-type-4 data channel are required at each additional DMS central office in which service is provided.

(iv) Option 4

One data access port and associated access voice lines are required to connect the serving DMS central office with the VMS equipment. One Network message soft-ware feature package is required for each DMS central office in which service is provided, including the serving DMS central office.

(f) Fees

Please contact your Bell Account Prime.

2. Call Forwarding Arrangements (Busy/No Answer)

Monthly rates for call forwarding arrangements and Message Monitor are in addition to other applicable rates and charges. The call forwarding arrangements and Message Monitor are provided for use with customer provided voice mail boxes (Note 1) or other forms of answering such as telephone answering services. Message Monitor is not available for use on multi-line systems.

(a) Call forward busy/no answer and message waiting indication, or

Call forward busy and message waiting indication, and/or
Call forward no answer and message waiting indication, or
Call forward group don't answer /line overflow delivery and message waiting indication (Note 3), or
Call forward group don't answer and message waiting indication, (Note 3) or
Line overflow delivery and message waiting indication (Note 3), each individual-line equipped (Note 2)

(b) Message Monitor

(c) Toll Saver

Note 1 The message waiting indication is provided in accordance with tariff 6716 Item 2025.8.

Note 2 The call forward no answer arrangements include Ring Control capability which enables single line customers to set the number of rings at 2 to 9 rings. The arrangements and call forward busy also include Station Activation capability which permits single line customers to activate/de-activate the forwarding function.

Note 3 Only available for business customers.

(d) In cases where Call Forward No Answer and Call Forward Busy No Answer are provided to route calls to either an Internet server or a designated voice messaging system (separate destinations), two monthly charges are applicable when used in conjunction with a Call Display feature provided by an ISP/alternate enhanced service provider, and another secondary answer location.

(e) In cases where Call Forward Busy is required to route customers' calls to only a single destination Internet type server, the Company will employ one monthly charge

(f) Call Forward Busy – separate destination (Note 4 & Note 5)

(g) Call Forward No Answer – separate destination (Note 4 & Note 5)

(h) Call Forward Busy, to single destination Internet Server (Note 4)

Note 4 No service charge applies for the provision of these features.

Note 5 (f) and (g) above are to be offered on a joint basis only.

(i) Monthly Rates – Please contact your Bell Account Prime

SCHEDULE N

ETHERNET T1 SERVICE

1. General

The Bell Competitor Ethernet T1 Access provides access facilities for the transmission of information between an end-user's premises at a speed of 1.544 Mbps (DS-1 in accordance with the Agreement and this Schedule.

2. The Bell Service

(a) Ethernet T1 Access provides access facilities for the transmission of information between an end-user's premises and a serving central office at a speed of 1.544 Mbps (DS-1). The access consists of transmission facilities, equipment and management to support connectivity between the serving central office and the terminating equipment on the end-user's premises.

Terms of Service

(a) Ethernet T1 Access is provided subject to the availability of suitable equipment and facilities. If all or any portion of the access facility does not exist between a serving central office and the end-user's premises, the customer shall pay an additional charge based on the full cost of building the access facility.

(b) **Bell** shall determine the central office(s) from which Ethernet T1 Access will be provided.

(c) When it is necessary to install special equipment or to incur an unusual expense to establish Ethernet T1 Access,

the Customer shall pay an additional charge

based on the equipment installed or the unusual expense incurred.

(d) Ethernet T1 Access is offered on a minimum contract period (MCP) of either one, three or five years.

3. Fees

Please contact your Bell account prime.

4. Termination of Service

The Bell Service will renew on a monthly basis as outlined in the main body of the Agreement unless you provide to your Bell Representative a written cancellation notice.

5. Service Level Agreement

Subject to the limitation of liability section stated in the Agreement, if there is a service interruption that lasts twenty-four (24) hours or longer from the time Bell receives notice from Customer, then at Customer's written request, Bell will investigate and determine whether the Customer is entitled to a credit or refund of the recurring applicable Fees. If so, such credit or refund shall be proportionate to the length of the interruption starting from the time Bell receives the Customer's notice. In order for Bell to consider a Customer's request for a credit or refund, Customer shall submit the notice to Bell no later than thirty (30) calendar days after the service interruption. A Bell trouble ticket number must also be included in the written request.

SCHEDULE O

UNBUNDLED LOCAL LOOPS

1. General

ticket number must also be included in the written request.

A local loop is a Company-provided transmission path between and including the Customer Network Interface (CUST-NI) located at the end-customer's premises and the COLT. CLECs and DSLSPs will be able to obtain local loops from the Company subject to the availability of suitable facilities.

An unbundled loop provided in a multi-dwelling unit (MDU) may be terminated at either the service provider demarcation point or at the customer demarcation point within the MDU. It is the responsibility of the CLEC ordering the unbundled loop to specify the required demarcation point at the time the order is placed with the Company.

The following types of Local Loops are available:

Type A- A Type A Local Loop is an analogue transmission path which extends from the CUST-NI to the COLT and supports the transmission of a voice-grade signal of approximately 3kHz usable bandwidth terminating in a 2-wire electrical interface at both the end-customer's premises and at the COLT.

Type B- A Type B Local Loop is a digital transmission path which extends from the CUST-NI to the COLT and supports the transmission of an ISDN BRI (Basic Rate Interface) type signal terminating in a 2-wire electrical interface at both the end-customer's premises and at the COLT.

2. Fees

Please contact your Bell account prime.

Additional charges may apply in situations where the provision of loops requires extra work or equipment (e.g. loop extenders for Type B loops).

3. Termination of Service

The Bell Service will renew on a monthly basis unless you provide to your Bell Representative a written cancellation notice.

4. Service Level Objective

Unbundled Local Loop service shall have a service level objective of a twenty four hour time to repair determined on a monthly basis. If there is a service outage that lasts twenty-four (24) hours or longer from the time Bell receives notice from Customer, then at Customer's written request, Bell will investigate and determine whether the Customer is entitled to a credit or refund of the recurring applicable Fees. If so, such credit or refund shall be proportionate to the length of the outage starting from the time Bell receives the Customer's notice. In order for Bell to consider a Customer's request for a credit or refund, Customer shall submit the notice to Bell no later than thirty (30) calendar days after the service outage. A Bell trouble

