

WHOLESALE VOICE SERVICE, TERMS AND CONDITIONS

(Quebec, UPTV facilities within a Bell Canada Incumbent Territory)

The **Wholesale Voice Service** provides a transmission service of calls riding over the Customer's or End User's data network, to and from the PSTN, through a broadband connection. A SIP Trunk Group provides the signaling and call capacity handling of a single, or a group of, virtual voice channel(s) with local calling rights in the rate centre or rate centres in which it is associated. Each single virtual voice channel in a Trunk group is called a "**Concurrent Call**". Customer or End User may order one or more SIP Trunk Groups, each with multiple Concurrent Calls.

"**SIP Trunking Resale**", is a fully managed two-way service for non-facilities based resellers of telecommunications services that is provisioned directly to the Customer's End User. Outbound local and long distance calls are terminated to the PSTN by UPTV Wholesale.

Service Restrictions

The following calling types are not supported on any category of SIP Trunking: 0+ or Operator Assisted Calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls) or Message Relay Service. The Services do not include or support Equal Access to other providers of long distance service

Long Distance Fees

North America. Chargeable calls are rated in 6 second increments with all chargeable calls subject to the higher of either a 30-second charge or a 1 cent charge.

Terminating Territory

On-net : Rate Centres located in Appendix 1 and the local and extended calling areas for those rate centres

International: International calls are rated in 6 second increments with all calls subject to the higher of either a 30-second charge or a 1 cent charge.

A sample rate card is available upon request.

UPTV may modify any or all of the international rates and charges by providing fifteen (15) days prior written notice to this effect to Customer to a maximum aggregate increase of ten percent (10%) for all International usage provided by UPTV (based on the Customer's calling pattern between the commencement of the then current Service Term and the date of the notice of adjustment).

Restrictions on "Infrastructure Usage". The Service provided pursuant to this Service Schedule is not intended to be used for Infrastructure Usage (defined below). In addition to any other restrictions or limitations on the use of the

Service set out in the Agreement or this Service Schedule, the Customer shall not use, or permit any End User to use, the Service for Infrastructure Usage.

“**Infrastructure Usage**” means the operation of the Service as an alternative to network interconnection services, namely, the provision of the Service between UPTV’s and the Customer’s networks or network elements that enables the functionality defined within Access Services Tariff, item 40 and item 105, and the Special Facilities Tariff part G-16, each as amended from time to time.

Without limiting the generality of UPTV’s right to monitor the Service pursuant to the Agreement, UPTV shall have the right to monitor the Service for Infrastructure Usage. In the event that UPTV determines, at its sole discretion that any Infrastructure Usage has occurred or been committed and/or is occurring or being committed, whether by Customer or by any End User, UPTV may, at its option and sole discretion, take all actions which it considers necessary to address such effect including the immediate suspension or restriction on the use of the Service and/or terminate this Service Schedule and/or the Agreement for material breach upon thirty (30) days prior written notice and notwithstanding Section 4 (c) of the Agreement, Customer shall have no right to remedy such default.

. **OTHER TERMS AND CONDITIONS.**

(a) **No Wholesale Sale.** The Customer shall not be permitted to resell or remarket all or any portion of the Services under its own branding or under any other branding, to any party who further resells all or any portion of the Services (“**Wholesale Sale**”). If any such Wholesale Sale occurs and notwithstanding anything to the contrary contained in the Agreement, UPTV may, at its option and sole discretion, immediately terminate this Service Schedule.

(b) **Additional Service.** Services may be added at any time prior to the expiration of the then current Service Term for the Service Term Fees set out in Section 3(a). Notwithstanding the foregoing, UPTV reserves the right to not provide additional Services under this Schedule by providing the Customer ninety (90) days prior written notice (“**Termination of Additional Services Date**”). For clarity, (1) Services provided as of the Termination of Additional Services Date are unaffected by such termination, (2) UPTV will provide additional Services to End User addresses receiving Services as of the Termination of Additional Services Date, (3) UPTV will provide Services to new End User addresses for End Users existing as of the Termination of Additional Services Date, and (4) UPTV will provide Services to new End Users that are win-backs from ILEC, CLEC or Cableco networks where verified by UPTV as “new to UPTV”.

(c) **Changes.** Any changes requested by Customer to Month to Month Services or Services ordered for the duration of the Service Term will be itemized on Customer’s subsequent monthly invoice.

(d) **Long Distance Access.** The Service does not include or support Equal Access to other providers of long distance service.

(e) **Geographic Long Distance Traffic Distribution Commitment.** The Customer agrees:

(i) That a maximum of 5% of its total off-net - rest of Canada minutes shall terminate in the operating territories of Canadian independent telephone companies and any failure to comply with this commitment during any year of the Initial Service Term or Service Renewal Term shall result in UPTV billing the Customer and the Customer being liable to pay to UPTV for the excess in outbound toll minutes terminating in the operating territories of Canadian independent telephone companies at the rate of \$0.05 per minute, in addition to the rates and charges specified in Section 3 of this Service Schedule. For the purposes of this Service Schedule the operating territories of the Canadian

independent telephone companies is defined in Appendix 3 which forms an integral part hereof.

(ii) That a maximum of 30% of its total off-net minutes shall be off-net - US outbound toll minutes and that any failure to comply with this commitment during any year of the Initial Service Term or Service Renewal Term shall result in UPTV billing the Customer and the Customer being liable to pay to UPTV the excess in Canada - US outbound toll minutes at the rate of \$0.03 per minute, in addition to the rates and charges specified for Services within this Service Schedule.

(iii) That a maximum of 30% of its off-net – rest of Canada minutes shall terminate outside Bell Canada's operating territory and any failure to comply with this commitment during any year of the Initial Service Term or Service Renewal Term shall result in UPTV billing the Customer and the Customer being liable to pay to UPTV the excess in outbound toll minutes terminating outside the operating territory of Bell Canada but within Canada at the rate of \$0.03 per minute, in addition to the rates and charges specified for Services within this Schedule.

(iv) That a maximum of 25% of its total off-net – US minutes shall terminate in Non Regional Bell Canada Operating Companies (Non-RBOC) (i.e. terminate in US independent telephone company territory) and any failure to comply with this commitment during any year of the Initial Service Term or Renewal Service Term shall result in UPTV billing the Customer and the Customer being liable to pay to UPTV for the excess in outbound toll minutes terminating in the US and outside of the Regional UPTV Operating Companies at the rate of \$0.11 per minute, in addition to the rates and charges specified in Section 3 of this Service Schedule.

(f) **Toll Fraud.** Customer shall be responsible for all costs, expenses, claims or actions arising from calls the purpose or effect of which is theft or unauthorized usage of communications services or misleading or fraudulent communications of any nature and all unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like for which UPTV is billed that are passed through to the Customer for billing to Customer's customers (collectively, "**Fraudulent Calls**"). Customer shall not be excused from paying UPTV for any Services provided to Customer or any portion thereof on the basis that Fraudulent Calls comprised a corresponding portion of the Services.

(g) **Directory Listing.** The Customer is entitled to one directory listing free of charge per End User address. The primary listing is to be provided in the name of the End User, firm, or corporation that substantially uses the Service, as identified to UPTV by the Customer.

(h) **Omission of Primary Listing.** The monthly rate applicable for the omission of a primary listing in accordance with the Customer's request for privacy will be waived.

(i) **Directory Errors and Omissions.** In the case of errors or omissions in directory white and yellow pages standard listings, whether or not the error or omission relates to a telephone number, UPTV's sole and entire liability is limited to making a refund or canceling 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, UPTV'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 or listing is correct.

(j) **Bell Canada -Initiated Changes in Telephone Numbers and Service Arrangements.** Customer has no property rights in telephone number(s) assigned to it. UPTV may change such number(s), provided it has reasonable grounds for doing so and has given reasonable advance written notice to Customer, stating the reason and anticipated date of change. Customer agrees that, in cases of emergency, oral notice with subsequent written confirmation will be sufficient.

Whenever UPTV changes Customer's telephone number(s) on its own initiative, it must, unless there are insufficient central office terminations available, provide Reference of Call service without charge until the earlier of: (i) termination of the Services; and (ii) the distribution of updated directories for that district showing the new number or

listing is correct.

(k) **Service Charges.** In addition to the Fees, the Month to Month Fees and Taxes set out in Section 3 and other amounts owing under the Agreement, UPTV may also apply service charges from time to time (“**Service Charges**”), including, without limitation, in connection with: (i) orders, rulings, mandates or directives received from the CRTC; (ii) returned or rejected payments, collection efforts and administrative costs; and/or (iii) work associated with the move and/or rearrangement of the Services or Month to Month Services.

(l) **0+ or Operator Assisted Calling.** The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls).

(m) **Directory Assistance (4-1-1).** Calls made to 4-1-1 will be charged at the then current and prevailing rates and are subject to change from time to time.

(n) **Message Relay Service (7-1-1).** Message Relay Service is not available with any configuration of the Wholesale SIP Trunking service.

(o) **Emergency Services – 9-1-1 Dialing.** 9-1-1 SERVICE IS NOT AVAILABLE WITH SIP ORIGINATION OR SIP GATEWAY CONFIGURATION.

9-1-1 SERVICE IS AVAILABLE ONLY WITH SIP TRUNKING RESALE CONFIGURATION, AT THE TERMS AND CONDITIONS DESCRIBED IN SECTION 5(P), AND MUST BE SPECIFICALLY ORDERED BY CUSTOMER ON A PER TELEPHONE NUMBER (“TN”) BASIS. CUSTOMER ACCEPTS THE SERVICES WITH THESE LIMITATIONS.

IN THE EVENT CUSTOMER HAS CHOSEN SIP TRUNKING RESALE BUT ELECTS NOT TO ORDER 9-1-1 SERVICE WITH RESPECT TO A PARTICULAR TN(S), OR CUSTOMER HAS ELECTED SIP ORIGINATION OR SIP GATEWAY CONFIGURATION, CUSTOMER REPRESENTS AND WARRANTS THAT IN EACH CASE, CUSTOMER IS NOT RELYING ON UPTV TO PROVIDE 9-1-1, E9-1-1 OR ANY OTHER EMERGENCY SERVICES (“**9-1-1 SERVICES**”) AND THAT IT WILL NOT ROUTE 911 SERVICES CALLS TO UPTV. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, CUSTOMER AGREES THAT UPTV SHALL INCUR NO LIABILITY OF ANY KIND WHATSOEVER, INCLUDING NO LIABILITY FOR ANY DIRECT OR INDIRECT DAMAGES ARISING OUT OF 911 SERVICES CALLS, INCLUDING TO ANY PERSON WHO DIALS OR ATTEMPTS TO DIAL 9-1-1 OR ANY 911 SERVICES NUMBER.

CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS FULLY RESPONSIBLE FOR ALL COSTS AND EXPENSES ASSOCIATED WITH 9-1-1 SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD UPTV AND ITS AFFILIATES, LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (“**UPTV INDEMNITIES**”) HARMLESS FROM AND AGAINST ANY AND ALL DAMAGE, CLAIMS, ACTION, SUIT, PROCEEDING, DEMAND, FINES, PENALTIES, DEFICIENCIES, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS’ FEES) (COLLECTIVELY, “**LOSSES**”) SUFFERED OR INCURRED BY THEM ARISING FROM CUSTOMER’S DIALING OR ATTEMPTING TO DIAL THE DIGITS “9-1-1” OR ANY OTHER 911 SERVICES NUMBER OR ARISING FROM ANY OTHER PERSON AT CUSTOMER’S PREMISES WHO MAY BE AFFECTED BY THE DIALING OF THE DIGITS “9-1-1” OR ANY OTHER 911 SERVICES NUMBER.

CUSTOMER ACKNOWLEDGES AND AGREES THAT UPTV SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WHATSOEVER FOR ANY SERVICES THAT CUSTOMER MAY USE IN CONJUNCTION WITH THE SERVICES UNDER THIS SERVICE SCHEDULE IN ORDER TO RENDER SERVICES TO END USERS (“**OTHER SERVICES**”). CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS UPTV INDEMNITIES FROM AND AGAINST ANY LOSSES SUFFERED OR INCURRED BY THEM RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE CAUSED OR ARISING AS A RESULT OF THE OTHER SERVICES, INCLUDING 9-1-1 OR E9-1-1 DIALING OR ACCESS TO EMERGENCY SERVICE PERSONNEL.

(p) **Emergency Services – 9-1-1 Dialing Associated with Resale SIP Trunking Service.** FURTHER TO SECTION 5(O) ABOVE, 911 SERVICES MUST BE SPECIFICALLY ORDERED BY CUSTOMER ON A PER TN BASIS.

(i) 9-1-1-DIALING – CUSTOMER MUST INFORM ALL USERS AND POTENTIAL USERS OF THE SERVICES USING THE SIP TRUNKING RESALE CONFIGURATION OF THE NATURE AND LIMITATIONS OF THE 9-1-1 SERVICE.

(ii) 9-1-1 DIALING – ALL 9-1-1 CALLS THAT TRAVEL THROUGH A SIP TRUNK GROUP WILL BE ROUTED TO AN EMERGENCY OPERATOR (AN “**OPERATOR**”) AND CALLERS WILL HAVE TO PROVIDE THEIR SPECIFIC ADDRESS/LOCATION. ONCE THIS INFORMATION HAS BEEN SUCCESSFULLY PROVIDED TO THE OPERATOR, THE OPERATOR WILL ROUTE THE CALL TO THE APPROPRIATE PUBLIC SAFETY ANSWERING POINT (“**PSAP**”) CORRESPONDING TO THE PROVIDED ADDRESS/LOCATION. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE CALL MAY NOT BE HANDLED BY SUCH PSAP IN THE SAME WAY AS TRADITIONAL WIRELINE 9-1-1 SERVICES.

A CALLER IS SOLELY RESPONSIBLE FOR PROVIDING THE OPERATOR WITH THE CORRECT ADDRESS/LOCATION INFORMATION AND ANY OTHER NECESSARY INFORMATION WHEN PLACING A 9-1-1 CALL THAT TRAVELS THROUGH A SIP TRUNK GROUP. IF THE OPERATOR IS NOT PROVIDED WITH THE CORRECT ADDRESS/LOCATION INFORMATION, CUSTOMER ACKNOWLEDGES AND AGREES THAT EMERGENCY SERVICES MAY BE DISPATCHED TO THE WRONG ADDRESS, AND CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS UPTV INDEMNITEES FROM ANY AND LOSSES SUFFERED OR INCURRED BY THEM ARISING OUT OF ANY SUCH MISROUTED 9-1-1 CALLS.

CUSTOMER ACKNOWLEDGES AND AGREES THAT 9-1-1 CALLS ORIGINATING FROM AN ADDRESS OR LOCATION OUTSIDE OF CANADA CANNOT BE ROUTED TO ANY PSAP OR EMERGENCY SERVICE BY THE OPERATOR. CUSTOMER ALSO ACKNOWLEDGES AND AGREES THAT 9-1-1 CALLS ORIGINATING FROM ANY ADDRESS OR LOCATION WITHIN CANADA BUT OUTSIDE OF UPTV’S TRADITIONAL OPERATING TERRITORY WILL BE ROUTED TO ANOTHER OPERATOR PRIOR TO BEING ROUTED TO THE APPROPRIATE PSAP. AS A RESULT, CUSTOMER ACKNOWLEDGES AND AGREES THAT DELAYS MAY OCCUR IN THE DISPATCHING OF EMERGENCY SERVICES TO THE CORRECT ADDRESS, AND UPTV THEREFORE RECOMMENDS THAT CALLERS OUTSIDE OF UPTV’S TRADITIONAL OPERATING TERRITORY SHOULD USE A TRADITIONAL WIRELINE SERVICE TO CALL 9-1-1.

(iii) 9-1-1-TYPE DIALING SUBJECT TO OUTAGES - CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT IF THERE IS A SERVICE OUTAGE FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, AS DESCRIBED ELSEWHERE IN THIS SERVICE SCHEDULE, SUCH OUTAGE MAY PREVENT SOME OR ALL ELEMENTS OF THE SERVICE, INCLUDING 9-1-1-TYPE DIALING, FROM WORKING.

Appendix 1 – Service Availability The following is a list of forborne exchanges where the services are currently available. This list is subject to change

without notice.

Ontario		Quebec	West
Toronto	Brantford	Montreal	Calgary
Ottawa-Hull (613)	Burlington	Quebec	Vancouver
Kanata-Stittsville	Whitby	Sherbrooke	Edmonton
Barrie	Windsor	Longueuil	Winnipeg
Hamilton	Woodbridge	Roxboro	Victoria
Clarkson	Castlemore	Pont-Viau	Fort McMurray
Malton	Chatham	St Lambert	Lethbridge
Streetsville	Dundas	Boucherville	St. Albert
Port Credit	Galt	Chomedey	Medicine Hat
Ajax-Pickering	Georgetown	Drummondville	Grand Prairie
Unionville	Guelph	Lachine	Red Deer
Oshawa	Maple	Pointe Claire	Kamloops
London	Milton	Ste Hyacinthe	Kelowna
Kitchener-Waterloo	Orleans	Ste Genevieve	Nanaimo
Markham	Peterborough	Trois Rivieres	Abbotsford

Newmarket	Richmond Hill		New Westminster
South Pickering	Sarnia		Newton
Oakville	_____ Stoney Creek		_____ Richmond
St. Catharines	_____ Stratford		_____ Whalley
Ancaster	Tecumseh		_____
Aurora	Trenton		
Belleville	Welland		_____
Brampton			