

TeraGo Networks Inc.

ACCESS SERVICES TARIFF

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

Explanation of Symbols

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

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

Check Page

Table of Contents

	Page
Explanation of Symbols	1
Check Page	2
Table of Contents	3
PART A Definitions and General Terms	4
<i>ITEM 100. General</i>	4
<i>ITEM 101. Definitions</i>	5
<i>ITEM 102. General Rights and Obligations</i>	9
1. General	9
2. Effective Date of Changes	9
3. Obligation to Provide Service	9
4. TeraGo Networks Inc.'s Facilities	10
5. TeraGo Networks Inc.'s Right to Enter Premises	11
6. Deposits and Alternatives	11
7. Restrictions on Use of Services	12
8. Non-Disclosure of Confidential Information	13
9. Refunds in Cases of Service Problems	13
10. Limitation of TeraGo Networks Inc.'s Liability	13
11. Payment	14
12. Liability for Unbilled and Underbilled Charges	15
13. Liability for Charges that Should Not Have Been Billed and Those That Were Overbilled	15
14. Minimum Contract Period	16
15. Telecommunications Provider - Initiated Cancellation or Termination of Service	16
16. TeraGo Networks Inc. -Initiated Suspension or Termination of Service	16
17. Assignment	18
18. Right of Access	19
<i>ITEM 103. Payment of Charges</i>	20
PART B Interconnection with Local Exchange Carriers (LECs)	21
<i>ITEM 200. General</i>	21
<i>ITEM 201. Basic Listing Interchange File</i>	22
PART C Interconnection with Interexchange Service Providers (IXSPs)	25
<i>ITEM 300. General</i>	25
PART D Interconnection with Wireless Service Providers (WSPs)	25
<i>ITEM 400. General</i>	26
PART E Other Interconnection Services	27
<i>ITEM 500. General</i>	27
<i>ITEM 501. Port-Out Cancellation Charge</i>	28

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

This Tariff sets out the rates, terms and conditions that apply to the provision by **TeraGo Networks Inc.** of services, facilities and interconnection arrangements to providers of telecommunications services and facilities (hereinafter referred to as “Telecommunications Providers”) who are eligible to subscribe pursuant to Telecom Decision CRTC 97-8 and any other applicable CRTC decisions or orders (“Decision 97-8”). Such services, facilities and interconnection arrangements are referred to in this Tariff as “interconnection services”. For greater certainty, this Tariff does not apply to services and facilities provided by **TeraGo Networks Inc.** to **TeraGo Networks Inc.’s** end-customers or to resellers of **TeraGo Networks Inc.’s** local services.

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

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

PART A Definitions and General Terms**ITEM 101. Definitions**

In this Tariff:

“**Act**” is the Telecommunications Act (S.C. 1993, c.38 as amended).

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

“**ANI**” means automatic number identification.

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

“**channel**” means a path provided over a transmission facility for the transmission of telecommunications.

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

“**circuit group**” means a group of equivalent circuits.

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

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

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

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

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

“**control**” includes control in fact, whether through one or more persons.

PART A Definitions and General Terms**ITEM 101. Definitions - continued**

“**customer**” means a person or legal entity, including an end-customer, a reseller or a sharing group, that purchases telecommunications services from a Telecommunications Provider and is liable to the Telecommunications Provider for those services.

“**data service**” means a telecommunications service other than a voice service.

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

“**digital transmission**” is a telecommunications transmission that uses non-continuous signals to transmit information.

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

“**DS-0**” is a channel capable of digital transmission at 64Kbps.

“**DS-1**” is a channel capable of digital transmission at 1.544 Mbps.

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

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

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

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

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

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

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

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

PART A Definitions and General Terms

Filing Date: April 21, 2010

Effective Date: May 3, 2010

Tariff Notice 1
Final Approval: May 23, 2010

ITEM 101. Definitions - continued

“interconnecting circuit” means a circuit or path that connects a Telecommunications Provider’s facility to **TeraGo Networks Inc.’s** facilities to provide access to **TeraGo Networks Inc.’s** local switched telephone network.

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

“interexchange reseller or IX reseller” is a reseller that provides interexchange service.

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

“IX service provider or IXSP” is an IXC or IX reseller.

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

“LEC” is a local exchange carrier.

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

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

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

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

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

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

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

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

PART A Definitions and General Terms

ITEM 101. Definitions - continued

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

“**point of interconnection or POI**” is a switch or other point of interconnection designated by **TeraGo Networks Inc.** as its gateway for purposes of interconnecting to Telecommunications Providers in an exchange.

“**ported numbers**” are those telephone numbers formerly associated with a particular LEC and now associated with a different LEC.

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

“**PSTN**” means the public switched telephone network.

“**resale**” means the subsequent sale or lease on a commercial basis, with or without adding value, of a telecommunications service purchased from **TeraGo Networks Inc.** or a Telecommunications Provider.

“**reseller**” means a person engaged in resale of local exchange service (“local reseller”) or interexchange service (“interexchange reseller”).

“**sharing**” means the use by two or more persons, in an arrangement not involving resale, of a telecommunications service provided by a Telecommunications Provider.

“**sharing group**” means a group of persons engaged in sharing.

“**signalling transfer point or STP**” means a packet switching point in the CCS7 network which routes CCS7 signalling messages to the intended network element.

“**Telecommunications Provider**” means a provider of telecommunications services that is eligible in accordance with Decision 97-8 to subscribe to interconnection services offered by **TeraGo Networks Inc.** and includes a LEC, an IXSP and a WSP operating in the same exchange as **TeraGo Networks Inc.**

“**transiting**” occurs when a LEC receives traffic from one Telecommunications Provider and switches it to another.

“**trunk**” is a DS-0 time slot or channel within which a digital connection is made between the trunk-side of **TeraGo Networks Inc.**’s local switch and another switch.

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

PART A Definitions and General Terms**ITEM 102. General Rights and Obligations**

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

1. General

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

All of the above bind **TeraGo Networks Inc.** and Telecommunications Providers.

2. Effective Date of Changes

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

3. Obligation to Provide Service

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

PART A Definitions and General Terms**ITEM 102. General Rights and Obligations – continued****3. Obligation to Provide Service – continued**

2. Notwithstanding **TeraGo Networks Inc.**'s obligation to offer the services under this Tariff, **TeraGo Networks Inc.** is not required to provide interconnection service to a Telecommunications Provider where:
 1. the Telecommunications Provider owes amounts to **TeraGo Networks Inc.** that are past due, other than as a guarantor;
 2. the Telecommunications Provider does not provide to **TeraGo Networks Inc.** a reasonable deposit or alternative required pursuant to these Terms; or
 3. the Telecommunications Provider refuses to pay the additional charge referred to in Item 102.3.3.
3. Where it is necessary for **TeraGo Networks Inc.** to install special equipment or to incur unusual expense in order to meet a Telecommunications Provider's requirements, an additional charge may be assessed based upon the equipment to be installed or the expense to be incurred.
4. Where **TeraGo Networks Inc.** does not provide service on an application by a Telecommunications Provider, it must provide written explanation upon request.

4. TeraGo Networks Inc.'s Facilities

1. Upon termination of service, the Telecommunications Provider must return any equipment provided by **TeraGo Networks Inc.**
2. **TeraGo Networks Inc.** must bear the expense of maintenance and repairs required due to normal wear and tear to its facilities, except that **TeraGo Networks Inc.** may charge for the additional expense incurred when the Telecommunications Provider requires maintenance and repair work to be performed outside of regular working hours. This does not apply where otherwise stipulated in these Terms, the Tariffs, or by special agreement.
3. A Telecommunications Provider which has deliberately, or by virtue of a lack of reasonable care, caused loss or damage to **TeraGo Networks Inc.**'s facilities, may be charged the cost of restoration or replacement. In all cases, Telecommunications Providers are liable for damage caused to **TeraGo Networks Inc.**'s facilities by any facilities provided by the Telecommunications Provider or its customer.

PART A Definitions and General Terms**ITEM 102. General Rights and Obligations - continued****4. TeraGo Networks Inc.'s Facilities - continued**

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

5. TeraGo Networks Inc.'s Right to Enter Premises

Unless otherwise expressly permitted in this Tariff, a written agreement, or under any guidelines applicable to **TeraGo Networks Inc.** and the Telecommunications Provider and approved by the CRTC, **TeraGo Networks Inc.**, its employees or agent, shall have no right to enter the premises of the Telecommunications Provider, including any premises on which service is currently or is to be provided to the Telecommunications Provider, unless **TeraGo Networks Inc.** has first obtained express permission to do so from the Telecommunications Provider. Prior express permission shall not be required in cases of emergency or where entry is pursuant to a court order. In every case, valid **TeraGo Networks Inc.** identification must be shown to the Telecommunications Provider, at the Telecommunications Provider's request, prior to entering the premises.

6. Deposits and Alternatives

1. **TeraGo Networks Inc.** may require deposits from a Telecommunications Provider:
 1. which has no credit history with **TeraGo Networks Inc.** and will not provide satisfactory credit information;
 2. which has an unsatisfactory credit rating with **TeraGo Networks Inc.** due to previous payment practices with **TeraGo Networks Inc.**; or
 3. where the provision of the interconnection services to the Telecommunications Provider clearly presents an abnormal risk of loss.
2. **TeraGo Networks Inc.** must inform the Telecommunications Provider of the specific reason for requiring a deposit, and of the possibility of providing an alternative to a deposit, such as arranging for third party payment, a bank letter of credit or a written guarantee from a third person whose credit is established to the satisfaction of **TeraGo Networks Inc.**
3. A Telecommunications Provider may provide an alternative to a deposit, provided it is reasonable in the circumstances.
4. Deposits earn interest at the savings account rate of **the Royal bank of Canada**, calculated on the balance of the deposit plus interest accrued prior to the current billing period. The interest will be credited to the

PART A Definitions and General Terms**ITEM 102. General Rights and Obligations - continued****6. Deposits and Alternatives - continued**

account annually or upon refund of the deposit, and will be reflected on **TeraGo Networks Inc.**'s next billing statement.

5. **TeraGo Networks Inc.** will show the total principal amount of deposits held on each Telecommunications Provider's billing statement.
6. **TeraGo Networks Inc.** must review the continued appropriateness of deposits and alternative arrangements at 6-month intervals. When service is terminated or the conditions which originally justified such arrangements are no longer present, **TeraGo Networks Inc.** must promptly refund or credit the deposit, with interest, or return the guarantee or other written undertaking, retaining only any amount then owed to it by the Telecommunications Provider.
7. At no time may the amount of all deposits and alternatives provided exceed 3 months of charges for all interconnection services provided by **TeraGo Networks Inc.** to the Telecommunications Provider under this Tariff.

7. Restrictions on Use of Services

1. A Telecommunications Provider may not use the interconnection services provided by **TeraGo Networks Inc.** or allow the interconnection services to be used for a purpose or in a manner contrary to any applicable law or regulation.
2. Neither **TeraGo Networks Inc.** nor the Telecommunications Provider may re-arrange, disconnect, repair, remove or otherwise interfere with the facilities of the other party, except in the following three circumstances:
 1. cases of emergency;
 2. where otherwise expressly permitted in **TeraGo Networks Inc.**'s Tariffs; or
 3. where otherwise expressly permitted by the provisions of an applicable interconnection agreement.

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

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

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

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

9. Refunds in Cases of Service Problems

Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in **TeraGo Networks Inc.'s** facilities, **TeraGo Networks Inc.'s** liability is limited to a refund of charges, on request, proportionate to the length of time that the problem existed. No request is necessary where a problem in service lasts 24 hours or more from the time **TeraGo Networks Inc.** is advised of the problem. However, where the problem is occasioned by **TeraGo Networks Inc.'s** negligence, **TeraGo Networks Inc.** is also liable for the amount calculated in accordance with Item 102.10.2.

10. Limitation of TeraGo Networks Inc.'s Liability

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

PART A Definitions and General Terms**ITEM 102. General Rights and Obligations - continued****10. Limitation of TeraGo Networks Inc.'s Liability - continued**

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

11. Payment

1. Subject to Items 102.11.2 and 102.11.3, charges cannot be considered past due until the next billing statement has been generated or the time period for payment indicated on the previous billing statement has passed.
2. In exceptional circumstances, prior to the normal billing date, **TeraGo Networks Inc.** may request payment from a Telecommunications Provider, on an interim basis, for non-recurring charges that have accrued, by providing notice to the Telecommunications Provider with details regarding the services and charges in question. In such cases, subject to Item 102.11.3, the charges can be considered past due 3 days after they are incurred, or 3 days after **TeraGo Networks Inc.** demands payment, whichever comes later.
3. No charge disputed by a Telecommunications Provider can be considered past due unless **TeraGo Networks Inc.** has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment. The dispute procedure set out in Schedule E of the MALI shall be followed and the Telecommunications Provider must pay the undisputed portion of the billing statement. **TeraGo Networks Inc.** shall provide to the Telecommunications Provider a copy of Schedule E.
4. **TeraGo Networks Inc.** may request immediate payment in extreme situations, provided that a notice has been issued pursuant to Item 102.11.2, and the abnormal risk of loss has substantially increased since that notice was given, or **TeraGo Networks Inc.** has reasonable grounds for believing that the Telecommunications Provider intends to defraud **TeraGo Networks Inc.**

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

1. Telecommunications Providers are not responsible for paying a previously unbilled or underbilled charge for interconnection services provided under this Tariff except where:
 1. in the case of a recurring charge, it is correctly billed by **TeraGo Networks Inc.** within a period of one year from the date it was incurred; or
 2. in the case of a non-recurring charge, it is correctly billed by **TeraGo Networks Inc.** within a period of 150 days from the date it was incurred.
2. In the circumstances described in Item 102.12.1, **TeraGo Networks Inc.** cannot charge a Telecommunications Provider interest on the amount of the correction. If the Telecommunications Provider is unable to promptly pay the full amount owing, **TeraGo Networks Inc.** must attempt to negotiate a reasonable deferred payment agreement.
3. Items 102.12.1 and 102.12.2 above shall not apply in circumstances where there has been deception by the Telecommunications Provider with regard to a charge for interconnection services.

13. Liability for Charges that Should Not Have Been Billed and Those That Were Overbilled

1. In the case of a recurring charge that should not have been billed or that was overbilled, a Telecommunications Provider must be credited with the excess back to the date of the error, subject to applicable limitation periods provided by law. However, a Telecommunications Provider that does not dispute the charge within one year of the date of an itemized billing statement which shows that charge correctly, loses the right to have the excess credited for the period prior to that statement.
2. Non-recurring charges that should not have been billed or that were overbilled must be credited, provided that the Telecommunications Provider disputes them within 150 days of the date of the billing statement.
3. A Telecommunications Provider that is credited with any amount that should not have been billed or that was overbilled must also be credited with interest on that amount at the rate payable for interest on deposits that applied during the period in question.

PART A Definitions and General Terms**ITEM 102. General Rights and Obligations - continued****14. Minimum Contract Period**

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

15. Telecommunications Provider - Initiated Cancellation or Termination of Service

1. A Telecommunications Provider which cancels or delays a request for service before installation work has started cannot be charged by **TeraGo Networks Inc.** Installation work is considered to have started when the Telecommunications Provider has advised **TeraGo Networks Inc.** to proceed, and **TeraGo Networks Inc.** has incurred any related expense. A Telecommunications Provider which cancels or delays a request for service after installation work has started, but before service has started, will be charged the lesser of the full charge for the entire minimum contract period plus the installation charge or the estimated costs incurred in installation less estimated net salvage (referred to hereinafter as "cancellation charges"). The estimated installation costs include the cost of non-recoverable equipment and materials specifically provided or used plus the cost of installing, including engineering, supply expense, labour and supervision, and any other disbursements resulting from the installation and removal work.
2. A Telecommunications Provider which gives **TeraGo Networks Inc.** reasonable advance notice may terminate service after expiration of the minimum contract period, in which case it must pay charges due for interconnection services which have been furnished.
3. Notwithstanding Item 102.15.1, **TeraGo Networks Inc.** may waive its rights, in their entirety or in part, to claim cancellation charges in the case where the Telecommunications Provider wishes to replace the interconnection services by one or more of **TeraGo Networks Inc.**'s interconnection services of equal or greater value to the cancelled interconnection service.

16. TeraGo Networks Inc. -Initiated Suspension or Termination of Service

1. For greater certainty, the phrase "reasonable advance notice" as used in this Item 102.16 will generally be at least 30 days.
2. **TeraGo Networks Inc.** may suspend or terminate a Telecommunications Provider's service only where the Telecommunications Provider:

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

1. fails to pay an amount owing by the Telecommunications Provider that is past due, provided that **TeraGo Networks Inc.** has provided reasonable advance notice;
 2. fails to provide or maintain a reasonable deposit or alternative when required to do so pursuant to these Terms;
 3. fails to comply with the provisions of a deferred payment agreement;
 4. repeatedly fails to provide **TeraGo Networks Inc.** with reasonable entry and access in conformity with Item 102.5.1;
 5. uses or permits others to use any of **TeraGo Networks Inc.’s** interconnection services so as to prevent fair and proportionate use by others;
 6. contravenes Item 102.7; or
 7. fails to provide payment when requested by **TeraGo Networks Inc.** pursuant to Item 102.11.4.
3. **TeraGo Networks Inc.** may not suspend or terminate service in the following circumstances:
1. where the Telecommunications Provider is prepared to enter into and honour a reasonable deferred payment agreement; or
 2. where there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and **TeraGo Networks Inc.** does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.
4. Prior to suspension or termination, **TeraGo Networks Inc.** must provide the Telecommunications Provider with reasonable advance notice, stating:
1. the reason for the proposed suspension or termination and the amount owing, if any;
 2. the scheduled suspension or termination date; and
 3. subject to contrary provisions of this Tariff or as approved by the CRTC, that a reasonable deferred payment agreement can be entered into (where the reason for suspension or termination is failure to pay).
5. Where repeated efforts to contact the Telecommunications Provider have failed, **TeraGo Networks Inc.** must, at a minimum, deliver the notice referred to in Item 102.16.4 to the billing address prior to delivering the notice referred to in Item 102.16.6.

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

6. In addition to the notice required by Item 102.16.4, **TeraGo Networks Inc.** must, at least 24 hours prior to suspension or termination, advise the Telecommunications Provider or another responsible person that suspension or termination is imminent, except where:
 1. repeated efforts to so advise have failed;
 2. immediate action must be taken to protect **TeraGo Networks Inc.** from network harm resulting from facilities controlled or provided by the Telecommunications Provider; or
 3. the suspension or termination occurs by virtue of a failure to provide payment when requested by **TeraGo Networks Inc.** pursuant to Item 102.11.4.
7. Except with the Telecommunications Provider's consent or in exceptional circumstances, suspension or termination may occur only on business days between 8 a.m. and 5 p.m., local time, unless the business day precedes a non-business day, in which case disconnection may not occur after 12 noon local time.
8. Suspension or termination does not affect the Telecommunications Provider's obligation to pay any amount owed to **TeraGo Networks Inc.**
9. In the case of interconnection services that have been suspended, unless suspension occurs during the minimum contract period, **TeraGo Networks Inc.** must make a daily pro rata allowance based on the monthly charge for such interconnection services.
10. **TeraGo Networks Inc.** must restore service, without undue delay, where the grounds for suspension or termination no longer exist, or a payment or deferred payment agreement has been negotiated. Service charges may apply.
11. Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, **TeraGo Networks Inc.** must restore service the next day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

17. Assignment

The Telecommunications Provider cannot assign its rights or obligations pursuant to this Tariff without having obtained the prior written consent of **TeraGo Networks Inc.**, which consent shall not unreasonably be withheld.

PART A Definitions and General Terms**ITEM 102. General Rights and Obligations - continued****18. Right of Access**

When a Telecommunications Provider offers services to tenants within a multi-tenant building, it must provide **TeraGo Networks Inc.** with direct access, under reasonable terms and conditions, to tenants who choose to receive services to which a right of direct access has been mandated by the CRTC from **TeraGo Networks Inc.** rather than, or in addition to, services from the Telecommunications Provider.

PART A Definitions and General Terms**ITEM 103. Payment of Charges**

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

PART B Interconnection with Local Exchange Carriers (LECs)**ITEM 200. General**

This Part governs the provision of interconnection services associated with facilities and services of **TeraGo Networks Inc.** and those of Telecommunications Providers that are LECs. A LEC that wishes to interconnect with **TeraGo Networks Inc.** must enter into interconnection agreements with TeraGo Networks Inc., and **Distributel Communications Limited** in the form of the MALI.

Interconnection between **TeraGo Networks Inc.** and a LEC will be made via **Distributel Communications Limited**. The interconnection services provided to LECs under this Part, including the exchange of the minimum set of CCS7 message types will be carried out by **Distributel Communications Limited** pursuant to **Distributel Communications Limited's** Tariffs.

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

1. Basic Listing Interchange File (“BLIF”) service is offered by TeraGo to LECs operating in Canada. BLIF service is also available to independent directory publishers for the sole purpose of providing directories and to alternate operator service providers for the sole purpose of providing directory assistance. BLIF service provides for a machine-readable file containing non-confidential subscriber listing information (“listings”) for TeraGo’s end-customers, listed and intended to be listed in the LEC’s directories and directory assistance databases. TeraGo provides a complete set of end-customer listings, as specified in the BLIF Service Description and Ordering Guidelines document (the “BLIF Document”), for the purpose of providing telephone directories and/or directory assistance information.
2. BLIF service is provided by TeraGo in accordance with the terms and conditions contained in the BLIF Agreement, including the limitation of TeraGo’s liability. A LEC, an independent directory publisher or an alternate operator service provider who obtains TeraGo’s end-customer listings under this tariff will herein be referred to as the licensee. The licensee accepts all the obligations of the licensee pursuant to the BLIF Agreement and must enter into the BLIF Agreement for 5 years. The BLIF Agreement is renewable automatically for subsequent 5-year periods.
3. Listings are provided in a format conforming to the specifications set out in the BLIF Document.
4. The BLIF includes all of the required information as specified in the BLIF Document.
5. The licensee may purchase residential listings, business/government listings, or both.
6. The BLIF for TeraGo’s serving area is available on an exchange basis. A listing of the exchanges served by TeraGo is available on request.

PART B Interconnection with Local Exchange Carriers (LECs)**ITEM 202. Basic Listing Interchange File - continued**

7. The following is a non-exhaustive list of types of listing information not provided in the BLIF:
 - Non-Published Telephone Numbers;
 - “Out of Book” Listings;
 - 800, 877, 888 and 900 listings;
 - Reference Listings;
 - 9-1-1, 711, 611, 411, 0, 1;
 - Listings for WSP end-customers;
 - Additional/extra listings;
 - Text accompanying listings (i.e. special instructions, Internet listings, etc.)

In this Item, “out of book” means those listings added to a particular directory when the terminating location of the number is not within the physical region of the directory’s coverage.
8. The licensee shall comply with all specifications set out in the BLIF Document pertaining to the receiving LEC.
9. The licensee may terminate the BLIF Agreement at any time by giving written notice to TeraGo at least 90 days in advance of the effective date of any such termination. TeraGo shall have the right to terminate the BLIF Agreement upon 10 days prior written notice to the licensee, if the licensee has breached any of its material obligations in the BLIF Agreement or this Item, and the licensee has failed to cure such default within 30 days of receipt of written notice sent from TeraGo describing the nature of the default.
10. In the event of termination, any amounts due to TeraGo pursuant to the BLIF Agreement and this Item shall immediately become due and payable. In such event, the licensee shall immediately discontinue the use of the listings and comply with all other requirements set out in the BLIF Agreement.

PART B Interconnection with Local Exchange Carriers (LECs)**ITEM 202. Basic Listing Interchange File - continued**

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

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

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

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

This Part governs the provision of interconnection services associated with facilities and services of **TeraGo Networks Inc.** and those of Telecommunications Providers that are IXSPs. An interexchange carrier (“IXC”) that wishes to interconnect with **TeraGo Networks Inc.** must enter into interconnection agreements with **TeraGo Networks Inc.**, and **Distributel Communications Limited** in the form of the LEC-IXC Agreement.

The interconnection services provided to IXSPs under this Part will be carried out by **Distributel Communications Limited** pursuant to **Distributel Communications Limited’s** Tariffs.

PART D Interconnection with Wireless Service Providers (WSPs)

Filing Date: April 21, 2010

Effective Date: May 3, 2010

Tariff Notice 1
Final Approval: May 23, 2010

ITEM 400. General

This Part governs the provision of interconnection services associated with interconnection of the facilities and services of **TeraGo Networks Inc.** and those of Telecommunications Providers that are WSPs. A Telecommunications Provider that owns or operates transmission facilities as a WSP and wishes to interconnect with **TeraGo Networks Inc.** must do so via **Distributel Communications Limited**. The interconnection services provided to WSPs under this Part will be carried out by **Distributel Communications Limited** pursuant to **Distributel Communications Limited's** Tariffs.

PART E Other Interconnection Services

ITEM 500. General

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

PART E Other Interconnection Services**ITEM 501. Port-Out Cancellation Charge**

1. This charge applies to the cancellation of a pending request to port a telephone number from **TeraGo Networks Inc.** to a LEC or WSP in excess of 10% of the total number of valid telephone number porting requests issued by the LEC or WSP in a calendar month, where valid porting requests are those that have been accepted and provisioned. Port-out cancellations that arise due to a subsequent decision from the customer, as indicated by a valid More Recent Authorization received by **TeraGo Networks Inc.**, or that are attributable to other factors under the control of **TeraGo Networks Inc.**, such as delays due to missed due dates, will not be included in the port-out cancellation total that is attributed to the LEC or WSP.
2. If a LEC or WSP submits a Local Service Request on behalf of a customer, and another LEC or WSP submits another Local Service Request with More Recent Authorization on behalf of the same customer, the cancellation of the first Local Service Request will not be included in the port-out cancellation total that is attributed to the LEC or WSP.
3. A port order cancellation will not be included in the port-out cancellation total that is attributed to the LEC or WSP, if:
 - a customer informs **TeraGo Networks Inc.** that the customer wishes to remain with **TeraGo Networks Inc.**, rather than proceed with an approved number port to a competitor; and
 - the approved number port to a competitor has not already been cancelled by **TeraGo Networks Inc.** after a 7-day period following the due date of the request.
4. Charge:

Territory	Service charge, per request (\$)
1	
Ontario/Quebec ³	Bell CRTC 7516, Item 115(4)(f) Bell Aliant CRTC 21562, Item 115(4)(f)

PART E Other Interconnection Services

ITEM 501. Port-Out Cancellation Charge

Territory	Service charge, per request (\$)

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