

ITEM
600.01**Terms and Conditions for IXCs****1. General**

- (a) Subject to the terms and conditions set out in this Tariff, Interexchange Carriers (IXCs) may:
- interconnect their services and facilities to any of SaskTel's services and facilities, subject to their availability; and
 - except where expressly prohibited by SaskTel's Tariffs, resell or share any of SaskTel's services and facilities, subject to their availability.
- (b) The services in this Tariff are subject to the terms and conditions of the technical and operational arrangements specified within the following schedules, which are approved by the Commission. Particular details of these schedules, and of any additional schedules which may be required, are open to negotiation between the IXC and SaskTel, and subject to the approval of the Commission.
- Schedule 1 'Intercarrier Interface Specifications'
 - Schedule 2 'Network Operations Procedures to Interconnected Switched Access Services'
 - Schedule 3 'Terms and Definitions'
- (c) The provision of access services is further subject to the terms and conditions specified in the Agreement Specifying the Procedures of the Interexchange Carrier Group between the IXC and SaskTel ('the CSG Agreement'), including the Appendices and Schedules, and in the PIC/CARE Access customer Handbook described in the Interconnecting Circuits with Trunk Side Access Tariff Item. The CSG Agreement defines and determines the procedures for handling confidential information provided by the IXC to SaskTel and specifies procedures with respect to: the receipt and processing of orders from the IXC, interexchange carrier billing and network planning requirements and PIC information processing, in relation to services provided as a result of interconnection.

| | | |
|----------------|---|---|
| ITEM 600.01 | <p>Terms and Conditions for IXCs – Continued</p> <p>1. General – Continued</p> <p>(d) As a condition for network interconnection with the Company:</p> <p style="padding-left: 40px;">1) Any carriers that establish network interconnection and call routing arrangements related to 900 Service calls must abide by the Commission-mandated consumer safeguards for 900 Service as identified in Telecom Decision CRTC 2006-48, Appendix A, as may be amended by the Commission from time to time; and</p> <p style="padding-left: 40px;">2) the carrier is to include and enforce in all contracts or other arrangements with their 900 service content provider customers, the requirement to abide by these same Commission-mandated consumer safeguards.</p> <p>(e) Insofar as they are reasonably applicable and not inconsistent with this Tariff, SaskTel's General Tariff, including any amendments to or replacements of it, extend and apply to this Tariff. SaskTel's Terms of Service, including any amendments to or replacements of them, apply to this Tariff with such modifications as circumstances require.</p> <p>(f) Any facilities and services of SaskTel required by the IXC for the purposes of interconnection or resale or sharing may be acquired through any of SaskTel's Tariffs, including this Tariff.</p> <p>(g) The provision of the connections outlined in this Tariff does not constitute a joint undertaking with the IXC in the furnishing of any service.</p> <p>(h) In the furnishing of such connection, SaskTel is not responsible to the IXC's subscribers for end-to-end service..</p> <p>(i) An IXC is considered to be SaskTel's customer for any connections provided pursuant to this Tariff.</p> <p>(j) SaskTel does not make any representation that access services shall at all times be available in the quantities requested and at the locations specified by the customer. SaskTel shall, however, devote its best reasonable effort to make such access services available on request, pursuant to Schedule 3 (Network Planning) of the CSG Agreement and SaskTel's own requirements.</p> | <p>F</p> <p>F</p> <p>N</p> <p> </p> <p> </p> <p> </p> <p> </p> <p> </p> <p> </p> <p> </p> <p>F</p> <p>F</p> <p>F</p> <p>F</p> <p>F</p> <p>F</p> |
|----------------|---|---|

ITEM
600.01**Terms and Conditions for IXCs – Continued****1. General – Continued**

- (k) Charges for SaskTel's Message Toll Service associated with any of the connections furnished to an IXC, that are incurred by the IXC's subscriber, shall be billed to and payable by the IXC. F
- (l) Where it is necessary for SaskTel to install special equipment or to incur any unusual expense in order to meet an IXC's requirements, an additional charge may be assessed based on the equipment installed or the unusual expense incurred. In addition, when an IXC cancels an application for service after SaskTel has incurred costs associated with the provisioning of the service, the IXC shall pay SaskTel all such costs. F
- (m) The IXC will furnish or arrange to furnish to SaskTel, at no charge, adequate equipment space and electrical power required by SaskTel to provide the connections under this Tariff at the IXC's premises, or at its subscribers' premises, as appropriate. F
- (n) The IXC will also furnish or arrange to furnish to SaskTel, at no charge, any additional facilities or protective apparatus that may be required to protect against any hazards associated with the particular nature or location of the connections. F
- (o) Subscriber-provided equipment or facilities that interface with the Company's equipment or facilities shall comply with the item on Attachment of Customer Provided Equipment in SaskTel's General Tariff. F

| | | |
|----------------|--|---|
| ITEM 600.01 | Terms and Conditions for IXCs – <i>Continued</i> | F |
| | 1. General – <i>Continued</i> | F |
| | (p) When an IXC offers shared tenant services, it must provide SaskTel with direct access, under reasonable terms and conditions, to tenants who choose to receive service from SaskTel rather than, or in addition to, service from the IXC. | F |
| | (q) Prior to receiving service pursuant to this Tariff, an IXC must register with the Commission and SaskTel. | F |
| | (r) Together with its registration, an IXC shall file with the CRTC a full description of its network, including information regarding the extent of owned and leased transmission facilities, and shall notify SaskTel of such filing. | F |
| | 2. Network Changes | |
| | (a) SaskTel does not make any representation that its equipment and facilities are adapted or will remain adapted for use in connection with IXC provided equipment or facilities. | |
| | (b) SaskTel 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. SaskTel shall not be responsible to the IXC or the IXC's subscribers for any of their equipment, apparatus, lines, circuits or devices, either in whole or in part, which cease to be compatible with SaskTel's facilities or become inoperative because of such changes to SaskTel's equipment, apparatus, lines, circuits or devices. | |

ITEM
600.01**Terms and Conditions for IXCs – Continued****2. Network Changes – continued**

- (c) SaskTel will, however, provide each IXC with six (6) months advance notice of minor changes and two (2) years advance notice of major changes to the design, function, operation or layout of its equipment, apparatus, lines, circuits or devices. When it is not possible to give the IXC's the six months or two years notice, as the case may be, SaskTel will advise the IXC's as soon as a decision to proceed with the change has been made.
- (d) SaskTel will also provide the IXC's with at least two (2) years notice in writing of any changes in its network that could affect any of the interconnections or access arrangements contemplated in this Tariff. When it is not possible to give the IXC's two years notice, SaskTel will advise each IXC as soon as a decision to proceed with the change has been made.
- (e) The IXC shall not implement any change to its operations, services or network which would, in the reasonable assessment of SaskTel, materially affect SaskTel's operations, services or network, without the prior consent of SaskTel, which shall not unreasonably be withheld.
- (f) The IXC will provide SaskTel with not less than six (6) months advance notice of the changes noted in (c) above.

ITEM
600.01**Terms and Conditions for IXCs – Continued****3. Network Outages**

- (a) SaskTel will provide the IXCs with the earliest possible notice of all network outages affecting the operation of the IXC's networks.
- (b) SaskTel does not guarantee uninterrupted working of its service and/or equipment and shall not be liable to the IXC, or to any other entity, for any failure or delay in performance of any service provided pursuant to this, or any other SaskTel Tariff, to the extent that such failure or delay is attributable to causes or results from events beyond SaskTel's reasonable control. Nothing in this item shall extend the liability of SaskTel, specified in SaskTel's Terms of Service, in the event of service problems.

4. Protection

- (a) The characteristics and methods of operation of any circuits, facilities or equipment of an IXC, when connected to SaskTel's, shall not:
- interfere with or impair service over any of SaskTel's facilities or other connecting carriers utilizing SaskTel's facilities or services;
 - cause damage to SaskTel's plant;
 - impair the privacy of any communication carried over SaskTel's facilities;
 - create hazards to SaskTel's employees or to the public.

ITEM
600.01**Terms and Conditions for IXCs – Continued****4. Protection – continued**

- (b) If such characteristics or methods of operation are not in accordance with the preceding, SaskTel will, where practicable, notify the IXC 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 Tariff shall be deemed to preclude SaskTel from temporarily discontinuing forthwith the availability to the IXC of any circuit, facility or equipment if such action is reasonable under the circumstances. In cases of such discontinuance, the IXC 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 an IXC's operations, facilities or network, no refund for interruption of service, as set forth in SaskTel's Terms of Service, shall be made.