

Resale of Allstream SIP Services In Canada and The United States

Terms and Conditions for Resale of SIP Services in Canada

If the Customer elects to resell SIP Trunking Service directly to its own end users (“**End User(s)**”) it may do so and Allstream shall have no obligation or legal relationship with the End Users in this regard. For the purpose of these Reseller Terms and Conditions, End User(s) refers to the final consumer or party to whom the service is registered, but not a subsequent reseller; “CRTC” refers to the Canadian Radio-television and Telecommunications Commission; “LEC” refers to local exchange carrier.

Customer shall remain fully liable for its End User’s use of all Services (including the Regulated Services) and all indemnity provisions contained in the MSA shall continue to apply. Nothing in this Service Schedule shall be read and construed as an amendment to Customer’s liability vis a vis the End Users and/or Allstream as the case may be. For clarity, the Customer will continue to be fully liable to its End Users with respect to all Services; similarly, the Customer shall be solely responsible for ensuring that the End Users abide by the terms and conditions set out in the MSA and Service Schedule.

Allstream is required by the CRTC to include certain terms and conditions in its contracts with its customers who resell Allstream telecommunications services. The following terms and conditions are hereby incorporated into the Master Service Agreement (“MSA”) between Allstream and the Customer where the Customer resells any Allstream Services (“Reseller Terms and Conditions”). It is a condition of reselling Allstream services that the Customer abides by the provisions of this document as updated from time to time.

Capitalized terms not defined herein will have the meaning ascribed to them in the MSA. Allstream and Customer may be referred to herein as a “Party” and collectively as the “Parties.”

1. General

The Customer acknowledges and agrees that all regulatory obligations applicable to the Customer as a Canadian telecommunications reseller, (including, without limitation, those obligations outlined in these Reseller Terms and Conditions) are hereby included and contractually agreed to in any subsequent downstream reseller agreements that the Customer executes with third parties.

2. Industry Process for Customer Migration Involving Resale

Where applicable, the Customer agrees to follow the “Customer Migration Process Maps” developed and revised from time to time by the CISC Business Process Working Group, or its successor. Deviation from these maps is permitted only to the extent set out in the Customer Migration Process Maps document which is obtainable from the CRTC.

3. Telephone Number Retention and Portability

Where technically feasible, the Customer shall permit its End Users to retain and port their telephone numbers in the same manner as LEC end-users.

4. Cancellation Policies

In providing retail local voice services including VoIP, and/or Internet services to individual and small business End User, the Customer shall comply with the requirements of Broadcasting and Telecom Regulatory Policy CRTC 2014-576, as amended or modified from time to time, regarding cancellation of services by End User

5. Emergency Services/9-1-1 and Limitations

5.1 Local VoIP service has 9-1-1 service limitations that may impact its use in emergency situations. As a result, the CRTC requires that VoIP service providers and Resellers to allow potential customers to make an informed choice when opting for local VoIP services.

5.2 The CRTC requires VoIP providers to comply to certain 9-1-1 Obligations. The obligations are posted on the CRTC website (<http://crtc.gc.ca/eng/phone/911/voip.htm>) and amended from time to time. These requirements include but are not limited to:

- a. Providing initial customer notification, regarding any limitations that may exist with respect to 9-1-1 service, before service commencement, and on an annual basis during service provision. Customers who resell Allstream VoIP services will be responsible to provide the necessary notifications and annual reminders to those of its End Users. The annual reminder requirement is per paragraph 9 of CRTC 2005-61.
- b. To obtain express customer consent to the VoIP 9-1-1 service limitations prior to service commencement. Customers who resell Allstream VoIP services will be responsible to have each End User acknowledge their understanding of, and consent to, the 9-1-1 emergency calling limitations.

- 5.3 Allstream will notify Customer of any regulatory changes impacting the frequency and/or the content of such notification requirements. Allstream will make reasonable best efforts to remind Customer of this annual requirement, it being agreed in no event will Allstream be responsible for failure to notify End Users. This notification can be made by email, bill insert, or any other written format as Allstream deems reasonably sufficient.
- 5.4 CRTC requirements are updated from time to time. Customer hereby agrees to abide by all existing and future obligations with respect to 9-1-1 service, particularly the obligations applicable to non-carriers set out in the Appendix to Telecom Regulatory Policy 2016-12. Customer acknowledges that Allstream is required to report, in a timely manner, non-compliance by non-carriers with these obligations, whether actual or suspected, by letter addressed to the Secretary General, including the name and contact information of the non-carrier, as well as any details regarding the alleged non-compliant behavior, and to implement any remedial directions from the CRTC.

6 Consumer Safeguards, End User Confidentiality and Privacy

6.1 Authorization and Dispute Procedures for End User Transfers

6.2 The Customer shall comply with the consumer safeguards, including the "Authorization and Dispute Procedures for End User Transfers", described in CISC consensus report CTRE015a and approved by the CRTC in a letter decision dated 1 February 2000, as modified from time to time pursuant to CRTC direction.

6.3 The Authorization and Dispute Procedures for End User Transfers specify an amount to be paid ("**Service Restoration Fee**" or "**Fee**") to another local service provider, including Allstream, by a local service provider which has been found by an industry customer transfer dispute arbitrator ("**Arbitrator**") to have transferred an End User's local service without authorization.

6.4 Where, as a result of a finding of the Arbitrator on an End User transfer dispute that Allstream must remit the Service Restoration Fee on the Customer's behalf to another local service provider, Allstream shall submit a bill to the Customer for the amount of the Fee and applicable billing and processing costs, and the Customer shall remit the billed charges to Allstream.

6.5 Where, as a result of a finding of the Arbitrator on an End User transfer dispute that the Customer must remit the Service Restoration Fee directly to another local service provider, including Allstream, the Customer shall be liable to the other local service provider for the payment of the Fee. The Customer shall remit the Fee to the other local service provider.

6.6 The Customer shall abide by CRTC rules regarding the confidentiality of customer information established in Review of the General Regulations of the Federally Regulated Terrestrial Telecommunications Common Carriers, Telecom Decision CRTC 86-7, 26 March 1986, as amended by Telecom Order CRTC 86-593, 22 September 1986, and as modified from time to time, including (but not limited to) Telecom Decision CRTC 2003-33, Telecom Decision 2007-13, and Telecom Regulatory Policy CRTC 2009-723

6.7 The Customer shall satisfy all existing and future regulatory requirements designed to protect customer privacy, including:

- a. delivery of the privacy indicator when invoked by an End User;
- b. provision of automated universal per-call blocking of calling line identification;
- c. provision of per-line call display blocking to qualified End Users;
- d. disallowance of Call Return to a blocked number;
- e. enforcement of the CRTC's Unsolicited Telecommunications Rules, including disconnecting the telecommunications service of a telemarketer that has violated the CRTC Unsolicited Telecommunications Rules upon direction from the CRTC; and
- f. provision of Universal Call Trace.

6.8 To the extent that the above privacy safeguards are unavailable with the Customer's Services, Customer must obtain its End User's express acknowledgement of such unavailability pursuant to Telecom Decision CRTC 2005-28 (Regulatory framework for voice communication services using Internet Protocol).

6.9 Upon request, the Customer shall provide the following information to End Users:

- a. local calling area boundaries;
- b. details of all service options, with applicable prices;
- c. details of all potentially applicable service charges;
- d. policy on access to Enhanced Service providers;
- e. available special needs services; and
- f. information respecting privacy, including the Customer's responsibilities with regard to protecting the confidentiality of End User records.

6.10 The Customer shall provide End Users with the following information prior to contracting for service:

- a. billing frequency and payment policy;
- b. disconnection policy;
- c. security deposit policy;
- d. policy on directories;

- e. the name and address of the company providing service to the End User;
- f. a toll-free telephone number from which the End User can obtain further information or lodge a complaint;
- g. billing date, if known;
- h. due date for payment, if known;
- i. interest rate applicable to late payments;
- j. information with respect to access to 9-1-1 Service including End User charges, if any; and
- k. the information contained above with respect to safety and privacy protection.

7 Accessibility

- 7.1 Customer shall comply with all CRTC obligations regarding accessibility of communications, including the provision of message relay and IP relay services.
- 7.2 Customer shall make available the following information, within a reasonable period of time, in Braille, large print or computer diskette or such other format as is mutually agreed upon by the Customer and its End User (i): upon request of End User who are blind: billing statements; bill inserts sent to End Users about new services or changes in rates for existing services; and any bill inserts that are mandated from time to time by the CRTC; and (ii) upon request of End Users or potential End Users who are blind, information setting out the rates, terms and conditions of the service. In the case of a request for an excessively large volume of information, the Customer may limit the alternative format to computer diskette or any other electronic format mutually agreed upon by Customer and the End User.
- 7.3 Customer must provide information on dialing plan changes in alternative formats to persons with visual impairments, upon request, and to do so in a manner that is consistent with the dialing plan changes information requirement.

8 End User information and consent

- 8.1 It is the sole responsibility of the Customer to interface with the End Users and facilitate the exchange of all documents, agreements and undertakings required by Allstream with respect to the provision of the Regulated Services. Allstream will bill the Customer for the Services and the Customer will bill the End Users. Without limiting the foregoing, the Customer shall ensure that the requisite information as set out in this document and the Service Schedule as well as a countersigned copy of the End User agreement is provided for each End User purchasing the Services.
- 8.2 The Customer will market the services directly to the End User. The Customer will have "ownership" of the End User relationship and will be responsible for fulfilling all obligations to the End User pursuant to its agreement with the End User, other than the provision of any Services contained in the Service Schedule which will be provided directly by Allstream
- 8.3 SIP Trunking as provided pursuant to the schedule may only be provided by the Customer directly to the End Users, and may not be sold to downstream resellers. Allstream reserves the right to limit or discontinue service with 30 days prior written notice if, in its sole discretion, Allstream determines that Customer is providing SIP Trunking services to a downstream reseller.
- 8.4 Express consent may be taken to be given by an End User where the End User provides:
 - a. written consent;
 - b. oral confirmation verified by an independent third party
 - c. electronic confirmation through the use of a toll-free number;
 - d. electronic confirmation via the Internet;
 - e. oral consent, where an audio recording of the consent is retained by the carrier; or
 - f. consent through other methods, as long as an objective documented record of End User consent is created by the End User or by an independent third party.

Terms and Conditions for Resale of SIP Services In The United States

If the Customer elects to resell SIP Trunking Service directly to its own end users (“**End User(s)**”) it may do so and Allstream shall have no obligation or legal relationship with the End Users in this regard. For the purpose of these Reseller Terms and Conditions, End User(s) refers to the final consumer or party to whom the service is registered, but not a subsequent reseller; “LEC” refers to local exchange carrier.

Customer shall remain fully liable for its End User’s use of all Services (including the Regulated Services) and all indemnity provisions contained in the MSA shall continue to apply. Nothing in this Service Schedule shall be read and construed as an amendment to Customer’s liability vis a vis the End Users and/or Allstream as the case may be. For clarity, the Customer will continue to be fully liable to its End Users with respect to all Services; similarly, the Customer shall be solely responsible for ensuring that the End Users abide by the terms and conditions set out in the MSA and Service Schedule.

The following terms and conditions are hereby incorporated into the Master Service Agreement (“MSA”) between Allstream and the Customer where the Customer resells any Allstream Services (“Reseller Terms and Conditions”). It is a condition of reselling Allstream services that the Customer abides by the provisions of this document as updated from time to time.

Capitalized terms not defined herein will have the meaning ascribed to them in the MSA. Allstream and Customer may be referred to herein as a “Party” and collectively as the “Parties.”

1. General

The Customer acknowledges and agrees that all regulatory obligations applicable to the Customer as a telecommunications reseller, (including, without limitation, those obligations outlined in these Reseller Terms and Conditions) are hereby included and contractually agreed to in any subsequent downstream reseller agreements that the Customer executes with third parties.

2. Telephone Number Retention and Portability

Where technically feasible, the Customer shall permit its End Users to retain and port their telephone numbers in the same manner as LEC end-users.

3. Emergency Services/9-1-1

The Customer hereby agrees to abide by all existing and future Federal and or State obligations with respect to 9-1-1 service.

4. Consumer Safeguards, End User Confidentiality and Privacy

The Customer shall satisfy all existing and future regulatory requirements designed to protect customer privacy, including:

- a. delivery of the privacy indicator when invoked by an End User;
- b. provision of automated universal per-call blocking of calling line identification;
- c. provision of per-line call display blocking to qualified End Users;
- d. disallowance of Call Return to a blocked number;

5. End User information and consent

5.1 It is the sole responsibility of the Customer to interface with the End Users and facilitate the exchange of all documents, agreements and undertakings required by Allstream with respect to the provision of the Regulated Services. Allstream will bill the Customer for the Services and the Customer will bill the End Users. Without limiting the foregoing, the Customer shall ensure that the requisite information as set out in this document and the Service Schedule as well as a countersigned copy of the End User agreement is provided for each End User purchasing the Services.

5.2 The Customer will market the services directly to the End User. The Customer will have “ownership” of the End User relationship and will be responsible for fulfilling all obligations to the End User pursuant to its agreement with the End User, other than the provision of any Services contained in the Service Schedule which will be provided directly by Allstream

5.3 SIP Trunking as provided pursuant to the schedule may only be provided by the Customer directly to the End Users, and may not be sold to downstream resellers. Allstream reserves the right to limit or discontinue service with 30 days prior written notice if, in its sole discretion, Allstream determines that Customer is providing SIP Trunking services to a downstream reseller.

5.4 Express consent may be taken to be given by an End User where the End User provides:

- a. written consent;
- b. oral confirmation verified by an independent third party
- c. electronic confirmation through the use of a toll-free number;
- d. electronic confirmation via the Internet;
- e. oral consent, where an audio recording of the consent is retained by the carrier; or
- f. consent through other methods, as long as an objective documented record of End User consent is created by the End User or by an independent third party.