

Item

10. TERMS AND CONDITIONS

1. General

- a) Subject to the terms and conditions as set out in this Tariff and in Decision CRTC 2000-746, Interexchange Carriers (IXC) may:
 - 1. interconnect their services and facilities to any of Northwestel Inc.'s (the Company's) services and facilities, subject to their availability; and
 - 2. except where expressly prohibited by the Company's tariffs, resell any of the Company's services and facilities, subject to their availability.
- b) 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 the Company (the "CSG Agreement"), including the Appendices and Schedules, and in the PIC/CARE Access customer Handbook described in Item 40.4(c). The CSG Agreement defines and determines the procedures for handling confidential information provided by the IXC to the Company and specifies procedures with respect to the receipt and processing of orders from the IXC, interexchange carrier billing, network planning requirements and PIC information processing, in relation to services provided as a result of interconnection.
- c) Insofar as they are reasonably applicable and not inconsistent with this Tariff, the Company's General Tariff and all other Company Tariffs, including any amendments to or replacements of them extend and apply to this Tariff. The Company's Terms of Service and General Regulations, including any amendments to or replacements of them, apply to this Tariff, with such modifications, as the circumstances require.
- d) Any facilities and services of the Company required by the IXC for the purposes of interconnection or resale may be acquired through any of the Company's Tariffs including this Tariff.
- e) The provision of the connections outlined in this Tariff does not constitute a joint undertaking with the IXC in the furnishing of any service.
- f) In the furnishing of such connections, the Company is not responsible to the IXC's subscribers for end-to-end service.
- g) The IXC is considered to be the Company's customer for any connections provided pursuant to this Tariff.

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10. TERMS AND CONDITIONS (cont'd)

1. General (cont'd)

- (h) When it is necessary for the Company 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 the IXC cancels an application for an access arrangement after the Company has incurred costs associated with the provisioning of that arrangement, the IXC will pay the Company all such costs.
- (i) The IXC will furnish or arrange to furnish to the Company, at no charge, adequate equipment space and electrical power required by the Company to provide the connections under this Tariff at the IXC's premises, or at its subscriber's premises, as appropriate.
- (j) The IXC will also furnish or arrange to furnish to the Company, at no charge, any additional facilities or protective apparatus that may be required due to the particular hazardous locations of the connections.
- (k) In cases of subscriber-provided equipment or facilities, the interface with the Company's equipment or facilities shall comply with Section XIII (3001) 1301-1311 of the Company's General Tariff.
- (l) Pursuant to the requirements of Decision CRTC 2002-13, as a condition of acquiring telecommunications services from the Company for resale purposes, resellers must make available to their end-users the following information, within a reasonable period of time in Braille, large print, computer diskette or such other format as is mutually agreed upon by the parties:
 - i) upon request of subscribers who are blind:
 - 1. billing statements;
 - 2. bill inserts sent to subscribers about new services or changes in rates for existing services; and
 - 3. any bill inserts that are mandated from time to time by the Commission; and
 - ii) upon request of subscribers or potential subscribers who are blind, information setting out the rates, terms and conditions of the service.
- (m) However, in the case of a request for an excessively large volume of information, the service provider may limit the alternative format to computer diskette or any other electronic format mutually agreed upon by the parties.
- (n) When an IXC offers shared tenant services, it must provide the Company with direct access, under reasonable terms and conditions, to tenants who choose to receive service from the Company rather than, or in addition to, service from the IXC.
- (o) Prior to receiving service pursuant to this Tariff, an IXC must register with the Commission and the Company.
- (p) Together with its registration, an IXC shall file with the Commission a full description of its network, including information regarding the extent of owned and leased transmission facilities, and shall notify the Company of such filing.

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10. TERMS AND CONDITIONS (cont'd)

2. Network Changes

- (a) The Company does not make any representation that its equipment and facilities are adapted or will remain adapted for use in connection with the IXC-provided equipment of facilities.
- (b) The Company reserves the right to change in whole, or in part, the design, function, operation or layout of its equipment, apparatus, lines, circuits or devices as it considers necessary. The Company shall not be responsible to an IXC or to its subscribers for any of their equipment, apparatus, lines, circuits or devices, either in whole or in part, which cease to be compatible with the Company's facilities or become inoperative because of such changes to the Company's equipment, apparatus, lines, circuits or devices.
- (c) The Company will, however, provide the IXC with six months advance notice of minor changes and two years advanced 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 six months or two years notice, the Company will advise the IXC as soon as a decision to proceed with the change has been made.
- (d) The Company will also provide the IXC with at least two 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 two years notice, the Company will advise the IXC as soon as a decision to proceed with the change has been made.

3. Network Outages

The Company will provide the IXC with the earliest possible notice of all network outages affecting the operation of the IXC's network.

4. Protection

- (a) The characteristics and methods of operation of any circuits, facilities or equipment of the IXC, when connected to the Company's shall not:
 - 1. interfere with or impair service over any facilities of the Company's or its connecting carriers involved in its services;
 - 2. cause damage to its plant;
 - 3. impair the privacy of any communications carried over its facilities;
 - 4. create hazards to the Company's employees or to the public.
- (b) If such characteristics or methods of operation are not in accordance with the preceding, the Company will, where practicable, notify the 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 the Company 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 the IXC's operations, facilities or network, no refund for interruption of service, as set forth in the Company's Terms of Service shall be made.

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