

## **ADDITIONAL TERMS AND INFORMATION FOR SIP TRUNKING SERVICE**

### **DEFINITIONS:**

**"End User"** means the Customer's customer, and is the final consumer or party to whom the telephone service is registered; not a subsequent reseller.

**Telephone Number (TN)** - is a working telephone number enabled on a SIP Trunk that supports direct inward and outward dialing functionality.

**"2-1-1 Service"** provides three-digit access to Public Information and Referral Services related to community, social, health and government services.

**"3-1-1 Service"** provides three-digit access to Non-Emergency Municipal Government Services.

**"4-1-1 Service"** provides three-digit access to local Directory Assistance Operator.

**"5-1-1 Service"** provides three-digit access to Provincial Travel Services.

**"7-1-1 Service"** provides three-digit access to Message Relay Service (MRS), a TTY interface used to assist communications for the hearing impaired.

### **SIP TRUNKING TERMS**

SIP Trunking provides full-featured, 2-way connectivity between the Customer's IP enabled session border controller, soft switch or PBX and the PSTN. A SIP Trunk is configured using a virtual trunk group ("VTG") with a number of digital trunk equivalents ("DTEs") that are configured to provide packet based call paths, C a trunk type service. This Service supports TNs for direct inward and outward dialing functionality. SIP Trunking allows for local calling between all Zayo supported exchanges across Canada as updated from time to time plus access to the PSTN through bundled long distance services. Certain local services are unavailable with SIP Trunking including receipt of collect and bill-to-third party calls, as well as local 211, 311 (Municipal Information and Services) 511, 811 (Provincial Information and Services).

SIP Trunking Services are designed for balanced 2-way transit of local traffic between the End User's equipment and the PSTN. Customer agrees that the Services will not be used for the wholesale termination of local transit, extended area service or long distance traffic to the Canadian PSTN. Zayo reserves the right to limit or discontinue Services with thirty (30) days prior written notice to the Customer if Zayo determines, in its sole discretion, that the Services are being used for such purpose. Zayo reserves the right to monitor for traffic imbalance over the Services. For each local exchange in which End User utilizes the Service, if the ratio of

outbound local traffic (sent from End User's equipment to the PSTN) versus inbound traffic exceeds 69% of the total traffic in any given monthly billing period (the "Threshold"), a surcharge of \$1.00 per SIP trunk will apply for each percentage point above the Threshold.

### **LONG DISTANCE TERMS**

If at any time Customer terminates more than 3.0% of its total billable monthly minutes to "High Cost" regions, as defined by Zayo, Zayo has the right to apply a surcharge of CDN \$0.09 for each minute that the High Cost termination minutes exceed the stated threshold of 3.0%.

If at any time Customer terminates more than 1.0% of its total billable minutes to regions served by NWT, as defined by Zayo, in its sole discretion, Zayo has the right to apply a surcharge of CDN \$0.15 for each minute that exceeds the stated threshold of 1.0%.

Zayo may, in its sole discretion, make revisions to the High Cost and NWT codes or increase the destination rates specified in the Service Schedule upon providing the Customer with thirty (30) days prior written notice. Such notice of any change to the codes or increase in destination rates shall indicate only those changes for the relevant destination(s) set out in the Service Schedule. Notices for any destination rate decreases are effective immediately upon receipt by Customer unless otherwise specified in writing by such notice.

High call volumes result in increased network costs. Per-call surcharges apply when Customer's Canadian traffic results in a high call-to-minute ratio. Per-call surcharges may be applied when more than 15% of Customer's total monthly calls have duration of less than 30 seconds. If the per-call duration is less than 30 seconds for more than 15% of Customer's calls in any given month, Zayo has the right to charge a per-call surcharge on such incremental traffic. Customer will pay such increased rate upon notice from Zayo

Long distance calls within Canada are rated and charged per minute unless included in a flat-rate long distance plan. Long Distance calls to the United States and international destinations are rated and charged per minute. Unless otherwise agreed to in writing by the parties, standard international Long Distance Services rates apply as per the Zayo's "**BLD-Plus Rate Plan**,". All calls are rated using a thirty (30) second minimum duration and in six (6) second increments thereafter. Zayo is the exclusive provider of long distance for SIP Trunking for End Users.

In addition to the rates contained within the Service Schedule, Customer shall be liable to pay all Canadian or US Directory Assistance charges as set forth herein. Zayo may in its sole

discretion, change the rate specified for Directory Assistance upon providing the Customer with thirty (30) days prior written notice. Any Directory Assistance calls sent by the Customer where no rate has been provided shall be invoiced at standard rates

### **DIRECTORY LISTINGS**

The Customer is responsible for ensuring that order information submitted to Zayo is accurate. Zayo accepts no liability for any order or directory listing inaccuracies, including 9-1-1 information.

Zayo will ensure directory listing information provided by the Customer is made available to the white pages directory listings publisher in each local service area. Zayo is not responsible for providing directory listing information for updates to Yellow Pages or directory listing websites.

### **TERMS APPLICABLE TO CUSTOMERS RESELLING SIP TRUNKING SERVICES**

The parties agree and acknowledge that the Services as contained in the Service Schedule will be provided directly by Zayo to the End User(s). All other Services not specifically contained in the Service Schedule shall be provided by directly by the Customer to its End User(s) and Zayo shall have no obligation or legal relationship with the End Users in this regard. Notwithstanding the direct provision of the Regulated Services by Zayo to the End Users, the 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 Agreement 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 Zayo 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 Agreement and this Service Schedule.

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 Zayo with respect to the provision of the Regulated Services. Zayo 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 Service Schedule as well as a countersigned copy of the User Agreement is provided for **each** End User purchasing the Services.

The Customer will market the Services directly to the End User on behalf of Zayo. 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 the Services contained in this Service Schedule which will be provided directly by Zayo.

**Regulatory Matters:** The Customer acknowledges that Zayo is a regulated CLEC subject to the mandates of the Canadian Radio-television and Telecommunications Commission ("CRTC"). The Customer further acknowledges that the CRTC regulates all telecommunications services in Canada including without limitation, all local telephony services under telecom decision CRTC 97-8 (Local Competition), and Voice over Internet Protocol ("VoIP") services under telecom decision CRTC 2005-28 (Regulatory framework for voice communication services using Internet Protocol) wherein the CRTC addresses the requirement for telecommunication resellers to register with the CRTC.

The SIP Trunking Service is intended to facilitate the Customer to provide VoIP based local telephone service to their individual End Users that is functionally comparable to traditional local telephone service. Zayo will be acting as Customer's agent for the provision of certain Services as set out in this Service Schedule, as such, Zayo shall fulfil the Customer's regulatory obligations as a telecom reseller, and in particular the obligations applicable to a VoIP Service reseller, including (but not limited to) those specified in telecom decisions CRTC 2005-21, CRTC 2005-28, CRTC 2005-61, and CRTC 2007-44.

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

The Parties agree 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.