

PART C Interconnection with Interexchange Service Providers (IXSPs)**ITEM 301. Terms and Conditions Applicable to Interconnection with IXSPs**

1. **Eastlink** will provide at least one suitably equipped point of interconnection in each exchange in which it operates as a CLEC. An IXC may also enter into a transiting arrangement to interconnect with **Eastlink** via the ILEC where suitable ILEC facilities exist.
2. Equal Access
 1. Equal Access is available to IXSPs in **Eastlink's** serving areas.
 2. Equal Access is available from any local reseller that is an affiliate of **Eastlink** to IXSPs that subscribe to interconnection services from **Eastlink**.
3. The provision of interconnection services is further subject to the terms and conditions specified in the CLEC-IXC Agreement, including the Appendices and Schedules, and in the PIC/CARE Access Customer Handbook described in Item 302.4.3. As an exception to Item 102.8, the CLEC-IXC Agreement defines and determines the procedures for handling confidential information provided by the IXSP to **Eastlink** and specifies procedures with respect to the receipt and processing of orders from the IXSP, interchange carrier billing, network planning requirements and PIC information processing, all in relation to interconnection services.

Such procedures shall also bind IX resellers and govern the handling of confidential information provided by the IX reseller to **Eastlink**. **Eastlink** shall provide the IX reseller with a copy of the CLEC-IXC Agreement.

4. As a condition for network interconnection with **Eastlink**:
 1. All carriers that establish network interconnection and call routing arrangements related to 900 calls must abide by the Commission-mandated consumer safeguards for 900 Service as outlined in Telecom Decision CRTC 2006-48, Appendix A as may be amended by the Commission from time to time; and
 2. These carriers are 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.

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5. **Eastlink** does not make any representation that its interconnection services shall at all times be available in the quantities requested and at the locations specified by the IXSP. **Eastlink** shall, however, devote its best reasonable effort to make such interconnection services available on request, in accordance with the Network Planning section of the CLEC-IXC Agreement and taking account of **Eastlink's** own requirements.
6. When **Eastlink** agrees to provide interconnection services under this Part at the IXSP's premises or at its customers' premises, the IXSP will furnish or arrange to furnish to **Eastlink**, at no charge, adequate equipment space and electrical power.
7. The IXSP will also furnish or arrange to furnish to **Eastlink**, at no charge, any additional facilities or protective apparatus that may be required due to particular hazards at the interconnection locations.
8. Where equipment or facilities are provided by the IXSP, or its customers, including IX resellers, the interface with **Eastlink's** equipment or facilities shall comply with industry-accepted guidelines.
9. Prior to receiving interconnection service pursuant to this Part, an IXSP must register with the CRTC and with **Eastlink**, except IXSPs that resell **Eastlink's** switched local exchange or switched interexchange service only to persons physically located in or on the IXSP's business premises.
10. Together with its registration, an IXC shall file with the CRTC a full description of its interexchange network, including information regarding the extent of owned and leased transmission facilities and shall notify **Eastlink** of such filing.
11. Network Changes
 1. **Eastlink** makes no representations that its equipment and facilities are adapted or will remain adapted for use in connection with IXSP-provided equipment or facilities.
 2. **Eastlink** reserves the right to change in whole or in part, the design, function, operation or layout of its equipment or facilities as it considers necessary. **Eastlink** shall not be responsible to an IXSP or its customers for any equipment or facilities which cease to be compatible with **Eastlink's** equipment or facilities or become inoperative because of such changes to **Eastlink's** equipment or facilities.

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11. Network Changes - continued

3. **Eastlink** will provide the IXSP with advance notice of changes to **Eastlink's** equipment or facilities that may affect the IXSP's interconnection with **Eastlink** in accordance with applicable CRTC requirements.
4. The IXSP shall not implement any change to its operations, services or network which would, in the reasonable assessment of **Eastlink**, materially affect **Eastlink's** operation, interconnection services or network, without the prior consent of **Eastlink**, which shall not unreasonably be withheld.
5. The IXSP will provide **Eastlink** with advance notice of changes to the IXSP's equipment or facilities that may affect **Eastlink's** interconnection with the IXSP in accordance with applicable CRTC requirements.

12. Network Outages

1. **Eastlink** will provide the IXSP with the earliest possible notice of all network outages affecting the operation of the IXSP's equipment or facilities.
2. **Eastlink** does not guarantee uninterrupted working of its interconnection service, and shall not be liable to the IXSP, its customers or to any other person, for any failure or delay in performance of any interconnection service provided pursuant to this Part, to the extent that such failure or delay is attributable to causes or results from events beyond **Eastlink's** reasonable control. Nothing in this paragraph shall extend the liability of **Eastlink** as specified in the Terms (Item 102) in the event of network outages or service problems.

13. Protection

The characteristics and methods of operation of any circuits, equipment or facilities of the IXSP, when connected to **Eastlink's**, shall not:

1. interfere with or impair service over any facilities of **Eastlink's** or any Telecommunications Providers with which **Eastlink** interchanges traffic;

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13. Protection - continued

2. cause damage to **Eastlink's** facilities;
3. impair the privacy of any communication carried over **Eastlink's** facilities, or
4. create hazards to **Eastlink's** employees or to the public.

14. If such characteristics or methods of operation are not in accordance with Item 301.12, **Eastlink** will, where practicable, notify the IXSP that temporary discontinuance of the use of any equipment or facilities may be required. When prior notice is not practicable, nothing contained within the Tariff shall be deemed to preclude **Eastlink** from temporarily discontinuing forthwith the availability to the IXSP of any equipment or facility if such action is reasonable under the circumstances. In cases of such discontinuance, the IXSP will be promptly notified and afforded the opportunity to correct the condition which caused the temporary discontinuance.

15. During any period of temporary discontinuance of service caused by a trouble or condition arising in the IXSP's operations, equipment or facilities, no refund for interruption of service, as specified in the Terms (Item 102), shall be made.