

PART D Interconnection with Wireless Service Providers (WSPs)**ITEM 401. Terms and Conditions Applicable to Interconnection with WSPs**

1. **Eastlink** will provide at least one suitably equipped point of interconnection in each Exchange in which it operates as a CLEC.
2. The provision of interconnection services in this Part is subject to compliance by the WSP with all applicable authorization and equipment certification requirements and all relevant interconnection interface standards established by Industry Canada.
3. **Eastlink** does not make any representation that access interconnection services shall at all times be available in the quantities requested and at the locations specified by the WSP. **Eastlink** shall, however, devote its best reasonable efforts to make such interconnection services available on request, in accordance with the provisions of an interconnection agreement between the WSP and **Eastlink** and taking account of **Eastlink's** own requirements.
4. When **Eastlink** agrees to provide interconnection services under this Part at the WSP's premises or at its customers' premises, the WSP will furnish or arrange to furnish to **Eastlink**, at no charge, adequate equipment space and electrical power.
5. The WSP 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.
6. Where equipment or facilities are provided by the WSP or its customers, the interface with **Eastlink's** equipment or facilities shall comply with industry accepted guidelines.
7. Network Changes
 1. **Eastlink** makes no representations that its equipment and facilities are adapted or will remain adapted for use in connection with WSP-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 a WSP 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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7. Network Changes - continued

3. **Eastlink** will provide the WSP with advance notice of changes to **Eastlink's** equipment or facilities that may affect the WSP's interconnection with **Eastlink** in accordance with applicable CRTC requirements.

8. Network Outages

Eastlink does not guarantee uninterrupted working of its interconnection services, and shall not be liable to the WSP, 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 Item 102.10 of the Terms in the event of network outages or service problems.

9. Protection

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

1. interfere with or impair service over any facilities of **Eastlink's** or any Telecommunications Providers with which **Eastlink** interchanges traffic;
2. cause damage to **Eastlink's** facilities;
3. impair the privacy of any communication carried over **Eastlink's** equipment or facilities; or
4. create hazards to **Eastlink's** employees or to the public.

10. If such characteristics or methods of operation are not in accordance with Item 401.9, **Eastlink** will, where practicable, notify the WSP 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 WSP of any equipment or facility if such action is reasonable under the circumstances. In cases of such discontinuance, the WSP will be promptly notified and afforded the opportunity to correct the condition which caused the temporary discontinuance.

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11. During any period of temporary discontinuance of service caused by a trouble or condition arising in the WSP's operations, equipment or facilities, no refund for interruption of service, as set forth in **Eastlink's** Terms (Item 102), shall be made.
12. The WSP shall be responsible for all charges due in respect of equipment, facilities and interconnection services provided by **Eastlink** pursuant to this Part. The WSP shall be the sole point of contact with **Eastlink** in respect of the equipment, facilities or services provided, including for the purpose of making trouble reports.