

TPIA GENERAL TARIFF

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General Tariff

This Tariff establishes rates, terms and conditions by which Third Party Internet Service Providers can access Eastlink's network to provide high speed internet service to their own customers.

TPIA GENERAL TARIFF

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Eastlink Tariff

Tariff for Third Party Internet Access Service  
(TPIA Tariff)



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**EXPLANATION OF SYMBOLS**

List symbols are used to denote the revisions:

- A Increase in rate.
- C Changes in wording where neither an increase nor reduction in rates or charges results there from.
- D Discontinued rate or regulation.
- N New wording, rate or charge.
- NC Reformatting of existing material with no change to rate or charge.
- R Reduction of rate.
- # Changed items numbering or lettering.



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## TPIA GENERAL TARIFF

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### Item 100 Definitions

This tariff governs the provision of third party internet access services offered by Bragg Communications Inc., on its own behalf and on behalf of its affiliates, all operating as "Eastlink" in all applicable serving areas.

#### For the purposes of this Tariff :

« Act » means the Telecommunications Act (S.C.1993, ch.38 as amended)

« Applicant » is an ISP requesting TPIA Service.

« Cable Modem Retail Level Internet Services » or « Retail IS » are the services available to be offered by Customers of the TPIA Service to their End-Users through cable modems that are connected to and compatible with Eastlink's access and distribution network and systems. These services include electronic mail, network news, and access to the World Wide Web.

« Carrier » is the company owning the transmission facilities that are used by the Customer in order to interconnect to one or more POIs designated by Eastlink.

« CRTC » means the Canadian Radio-Television and Telecommunications Commission.

« Customer » is an ISP that subscribes to the TPIA Service for the purpose of providing its End-Users with Retail IS.

« Customer Service Group (CSG) » is the group of employees that have been designated by Eastlink as being responsible for the processing of TPIA Service requests, and the safeguarding of confidential Customer information.

« DHCP » means « Dynamic Host Configuration Protocol » and is a mechanism for allocating IP addresses dynamically so that addresses can be reused when hosts no longer need them.

« End-User » is a subscriber of a Customer.

« Internet Service Provider » or « ISP » is a company or organization offering Retail IS to the public.

« Non Disclosure Agreement » an agreement between Eastlink and any ISP seeking Third Party Access to protect the confidentiality of information related to competitor services.

« Person » means a partnership, firm, body corporate or politic, government or department thereof and the legal representative of such person.

« Eastlink » means the Corporation as defined in the preamble of item 101.

« Point of Interconnection » or « POI » is the physical meeting point between the Customer's transmission facilities and Eastlink's Internet Protocol access and distribution network.

« Premises » is the continuous property and the building or buildings located thereon, or the part or parts of a building, occupied by a Customer or an End-User.

« Service » or « TPIA Service » means the Third Party Internet Access Service.

« Tariff » means Eastlink's Tariff CRTC 21271.

« TPIA Service Agreement » is a contract between the Customer and Eastlink specifying the mutual obligations of Eastlink and the Customer related to the TPIA Service.



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**Item 101 Description of Service**

**Section 1 – Description of Service**

1.1 This Tariff sets out the basic rights and obligations of Eastlink (individually or collectively referred to as «Eastlink» or «the Corporation») and its Customers who subscribe to the TPIA Service.

The TPIA Service is a service offered to ISPs by Eastlink pursuant to Telecom Decisions CRTC 98-9 and 99-8. The Service allows Customers to provide Internet access connectivity to their End-Users through cable modems that are connected to and compatible with Eastlink's access and distribution network and systems for the purpose of providing Retail IS and Voice-over-Internet.-Protocol (VoIP) Services.

Because the Commission has forborne, in Telecom Regulatory Policy CRTC 2009-19, with respect to the regulation of this service as set out in that decision, Eastlink may also provide the service in this tariff at rates and on terms different from the tariffed rates and terms pursuant to an agreement entered into between the company and a competitor that has been filed with the Commission for the public record.

1.2 The Customer may use the TPIA Service only to provide Retail IS and VoIP services to its End-User subject to the following conditions:

- a) TPIA Service does not support the routing or transmission of IP multicast traffic through the POI.
- b) TPIA Service does not include reverse domain name system (DNS) entries for Customer-provided End-Users addresses. Such entries in the DNS are the responsibility of the Customer.
- c) Eastlink does not procure public IP address space for the TPIA Service. It is the responsibility of the Customer to procure IP addresses to Eastlink. Eastlink will configure its DHCP servers with Customer-provided IP addresses. The TPIA Service uses a dynamic mechanism DHCP to assign End-Users IP addresses. Neither the End-User, nor the Customer should assume that the End-User will use the same IP address throughout the lifetime of the Service. The Customer is responsible for monitoring the use of its own IP addresses. Eastlink reserves the right to refuse the addition or transfer of a new End-User to the TPIA Service subscribed to by a Customer, where the Customer does not provide a sufficient number of IP addresses.
- d) TPIA Service does not include redundancy between the POI and Customer IP network.
- e) The connection of Internet servers at End-User premises to Eastlink's network is prohibited.



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**Item 101 Description of Service**

**Section 1 – Description of Service**

- 1.3 Eastlink does not guarantee any transmission speed for the TPIA Service.
- 1.4 The Customer may resell or share TPIA Service, in accordance with the terms of this Tariff.
- 1.5 To obtain TPIA Service, Customers are required to enter into a TPIA Service Agreement with Eastlink.
- 1.6 TPIA Service is provided under the terms and conditions defined in this Tariff or the TPIA Service Agreement between Eastlink and the Customer and any related agreement.
- 1.7 Customers are prohibited from using the TPIA Service for any purposes beyond that specified in this Tariff.
- 1.8 As per Telecom Decision CRTC 2002-13, Customers of TPIA must make available to End-Users 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 parties:
- a) upon request of subscribers who are blind:
    - i. billing statements;
    - ii. bill inserts sent to subscribers about new services or changes in rates for existing services; and
    - iii. any bill inserts that are mandated from time to time by the Commission; and
  - b) upon request of subscribers or potential subscribers who are blind, information setting out the rates, terms and conditions of the service.

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.





TPIA GENERAL TARIFF

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**Item 102 Terms and Conditions**

**Section 1 – General**

- 1.1 Nowhere in the tariff or in an Agreement entered into between Eastlink and its customers with respect to this service, shall there be a limitation, restriction or other term that is less favourable than the basis on which Eastlink uses its facilities to offer its own higher speed retail Internet Service.
- 1.2 These Terms do not limit Eastlink's liability in cases of deliberate fault or gross negligence, anti-competitive conduct, or of breach of contract where the breach results from the gross negligence of Eastlink.
- 1.3 TPIA Service offered by Eastlink is subject to the terms and conditions contained in:
  - a) this Tariff;
  - b) any written agreements, including the TPIA Service Agreement, to the extent that they are not inconsistent with this Tariff, unless any such agreements expressly override this Tariff and have been approved by the CRTC.

All of the above bind both Eastlink and its Customers.



TPIA GENERAL TARIFF

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**Item 102 Terms and Conditions – continued**

**Section 2 Effective Date of Changes**

- 2.1 Subject to Section 2.2, changes to this Tariff, as approved by the CRTC, take effect on their effective date even though Applicants or Customers have not been notified of them or have paid or been billed at the old rate.
- 2.2 Where the Service to be provided by an agreed-upon date was not provided, through no fault of the Applicant or Customer, and in the meantime a rate increase has gone into effect, the non-recurring charges in place prior to the increase apply.



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**Item 102 Terms and Conditions – continued**

**Section 3 Availability of Service**

- 3.1 Eastlink is not required to provide Service to an Applicant where:
- a) Eastlink would have to incur unusual expenses that the Applicant will not pay; or
  - b) the Applicant owes amounts to Eastlink that are past due other than as a guarantor; or
  - c) the Applicant does not provide a reasonable deposit or alternative to a deposit pursuant to this Tariff.
- 3.2 Eastlink provides Service to locations where it offers Retail IS.
- 3.3 TPIA Service is offered where appropriate facilities, equipment and necessary resources are available, as determined by Eastlink.
- 3.4 Eastlink does not warrant that the Service shall at all times be available. Requests for TPIA Service will be accommodated on a “first-come first-served basis”, based on the date of a completed application for TPIA Service.
- 3.5 In the event that End-User’s premises are located upon or within real property to which Eastlink has not the required access or use right, access to the inside wire may not be available to Eastlink. In these circumstances, Eastlink cannot guarantee availability of the TPIA Service.



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**Item 102 Terms and Conditions – continued**

**Section 4 Eastlink Right to Enter Premises**

- 4.1 Eastlink's agents and employees may, at reasonable hours, enter Premises on which service is or is to be provided to install, inspect, repair and remove its facilities, to inspect and perform necessary maintenance in cases of network affecting disruption involving Applicant, Customer or End-User provided equipment.
- 4.2 Prior to entering premises, Eastlink must obtain permission as the case may be, from the Applicant, Customer, the End-User or other responsible Person.
- 4.3 Entry is not subject to Section 4.1 and 4.2 in cases of emergency or where entry is pursuant to a court order.
- 4.4 Upon request, Eastlink's agent or employee must show valid Eastlink identification prior to entering the Premises.



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**Item 102 Terms and Conditions – continued**

**Section 5 Interconnection**

5.1 Customers are responsible to interconnect to one or more POIs designated by Eastlink. Interconnecting to a POI makes it possible for a Customer to provide Retail IS to End-Users served by that POI. Details of POI locations and interconnection procedures can be obtained from Eastlink's CSG. A list of current POI locations is provided in Item 104. Eastlink will maintain a current list of existing POIs in Item 104 of this tariff.

5.2 Customers are responsible for providing transmission facilities between their Premises and the POI. Interconnections at the POI must be made via (a) 100BaseT (b) 1000BaseT, (c) Optical Gigabit Ethernet, (d) Optical 10 Gigabit Ethernet, or other mutually agreed on high-speed telecommunications facility as agreed to in the TPIA Service Agreement. The rates in this Tariff do not include the provision of such transmission facilities.

Eastlink supports speeds in increments of 100 Mbps downstream. For each order by Customer to increase or decrease its interconnection speed, Eastlink will charge the Capacity Rate Service Charges, as specified in Item 103, Section 1 – Service Elements, of this Tariff provided no physical changes to the interconnecting circuits are required. These orders (known as non-complex orders) will be completed within 15 business days of receipt of the order. Orders requiring physical changes to interconnecting circuits (known as complex orders) will be treated as subsequent requests in accordance with Item 103, Section 3.1, and will be completed within 60 business days of receipt of the order.

5.3 The location for interconnection, requested date, type of interconnection and other information must be provided, in the application for TPIA Service. An application for the TPIA Service must be submitted to the CSG. Additional costs incurred by Eastlink, as a result of changes to the application by the Customer, will be charged to the Customer.

5.4 When it is necessary for Eastlink to incur any unusual expense in order to terminate the Customer's transmission facilities in the splicing enclosure at Eastlink's POI, an additional charge may be assessed based on the equipment installed or the unusual expense incurred.

5.5 Eastlink does not warrant that its facilities or equipment are compatible with any specific facilities or equipment of the Customer.

5.6 The Customer has overall responsibility for monitoring the performance of the transmission facilities between its Premises and the POI. Eastlink is not responsible to the Customer or the Customer's End-Users for the design, engineering, testing or performance of the Customer's transmission facilities or the quality of the end-to-end Retail IS provided over them by the Customer to its End-Users.

5.7 Eastlink may at its own discretion at any time change the location of the POI and network configuration by providing the Customer interconnected at that POI with written prior notice when Eastlink makes the decision to proceed with the change. In all cases, a minimum of 6 months written prior notice is required. The Customer will bear its own costs resulting from the relocation of any POI. The Customer will give the same notice to Eastlink of changes to the Customer's connecting telecommunications facility.



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**Item 102 Terms and Conditions – continued**

**Section 5 Interconnection**

- 5.8 The Applicant or Customer must provide to Eastlink a deposit of \$1,000 for each POI in which it wishes to provide TPIA service. The Applicant or Customer must provide to Eastlink payment of an initial report fee with the application for each POI in which it wishes to interconnect. Eastlink will commence all necessary work following acceptance of the Initial Report associated with the POI Application.
- 5.9 The Customer may interconnect to a POI only in connection with the TPIA Service.
- 5.10 The Customer shall not implement any changes to its facilities or equipment or knowingly permit its End-Users to implement changes to their equipment which would, in the reasonable assessment of Eastlink, materially affect Eastlink's operations, service or network, without Eastlink's prior consent, which shall not unreasonably be withheld.
- 5.11 The facilities or equipment used by the Customer, the Customer's carrier, or the Customer's End-Users, when interconnected to the network, shall not:
- a) interfere with or impair any service offered over any facilities of Eastlink or over the facilities of any carrier interconnecting to Eastlink's network;
  - b) cause damage to Eastlink's network;
  - c) impair the privacy of any communication carrier over Eastlink's facilities;
  - d) create hazards to Eastlink's employees or to the public.
- 5.12 A customer who has deliberately, or by virtue of a lack of reasonable care, causes loss or damage to Eastlink's facilities, may be charged the cost of restoration or replacement of these facilities. In all cases, Customers are liable for damage caused to Eastlink's facilities or equipment by the Customer, the Customer's employees or the Customer's End-Users.



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**Item 102 Terms and Conditions – continued**

**Section 6 Maintenance, Repairs and Modification to Eastlink’s Network**

- 6.1 Eastlink assumes the costs of maintenance and repairs required due to normal wear and tear to its facilities, except that Eastlink may charge for the additional expense incurred when the Applicant or Customer requires maintenance or repair work to be performed outside of regular working hours.
- 6.2 Eastlink shall respond to Customer trouble reports only after the Customer has first determined that the trouble does not originate from its installations or equipment or the equipment of its End-Users. Where, at the request of the Customer, Eastlink responds to a trouble report, and the trouble is determined by Eastlink to originate from the Customer’s installations or equipment or the equipment of its End-Users, the Customer shall be charged the rates and charges set out in Item 103 of the Tariff.
- 6.3 Eastlink reserves the right to modify, in whole or in part, the design, function, operation, technology or layout of its network, facilities, equipment or other components as Eastlink, in its sole discretion, considers necessary. Eastlink shall not be responsible to the Customer’s carrier, the Customer’s End-Users, or any other Person, for their facilities, equipment or other components, in whole or in part, which cease to be compatible with Eastlink facilities or which become inoperative because of such modifications to Eastlink’s network, facilities, equipments, or other components.



TPIA GENERAL TARIFF

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**Item 102 Terms and Conditions – continued**

**Section 7 Transfer of End-Users**

- 7.1 Before requesting the addition of or the transfer of an End-User to the TPIA Service, the Customer must obtain the prior consent of the End-User.
- 7.2 If the transfer of an End-User is validly disputed by the End-User or by another Customer on behalf of the End-User, the End-User will be transferred back to the TPIA Service of the last authorised Customer. The Customer requesting the transfer must then provide to Eastlink evidence of End-User authorization as described in Schedule D (End-User Protection Procedures) of the TPIA Service Agreement between Eastlink and the Customer. If such End-User authorisation is not provided within 15 business days from the date of request by Eastlink, the Customer will be deemed to have requested an unauthorised transfer.
- 7.3 The Customer having requested the unauthorized transfer shall pay a \$60 charge to the authorised Customer.
- 7.4 For the purposes of Sections 7.1, 7.2 and 7.3 above, Eastlink will be deemed to be a Customer.





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**Item 102 Terms and Conditions – continued**

**Section 8 Restrictions on Use of Service**

- 8.1 Customers and their End-Users are prohibited from using Eastlink’s TPIA Service or permitting it to be used for a purpose or in a manner that is contrary to any applicable law or regulation. Prohibited activities include, but are not limited to posting or disseminating material which is unlawful, posting or disseminating material which violates the copyright or other intellectual property rights of others, and any fraudulent activities.
- 8.2 Customers are prohibited from using Eastlink’s Service or permitting their End-Users to use it so as to prevent a fair and proportionate use by others or to interfere with their use by others.
- 8.3 Customer can only use the TPIA Service to provide Retail IS and VoIP services under the terms and conditions specified in this Tariff. Customers shall not use the TPIA Service to offer other IP-based services to their End-Users. Without limiting the generality of the foregoing, Customers are prohibited from operating as Competitive Local Exchange Carriers (CLECs) or Interexchange Carriers (IXCs) for the purposes of offering IP-based telephone service to their End-Users via the TPIA Service.
- 8.4 Eastlink reserves the right to monitor bandwidth usage, transmissions made or content posted or distributed via the TPIA Service and to take any measure that it deems necessary, in its sole discretion, to ensure compliance with these terms and conditions or to maintain the integrity of its network. D
- 8.5 No payment may be exacted, directly or indirectly, from any Person by any party other than Eastlink for the use of Eastlink’s Service except where otherwise stipulated by special agreement. C
- 8.6 The provision of the TPIA Service, under this Tariff or the TPIA Service agreement, does not constitute a joint undertaking by Eastlink and its Customers in the provisioning of this Service. |



TPIA GENERAL TARIFF

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**Item 102 Terms and Conditions – continued**

**Section 9 Cable Modems**

- 9.1 The End-User cable modem is provided and maintained by the Customer or its End-User. The rates in this Tariff do not include the provision of the End-User cable modem.
- 9.2 The TPIA Service is provided only in connection with cable modems that are connected to and compatible with Eastlink's access and distribution network and systems. Eastlink will maintain a list of cable modem models that are connected to and compatible with Eastlink's access and distribution network and systems by location. Eastlink may change this list at any time with written prior notice when Eastlink makes the decision to proceed with the change that results in a cable modem model no longer being connected to and compatible with Eastlink's access and distribution network and systems. In all cases, a minimum of 6 months written notice is required.
- 9.3 Eastlink remotely provisions and configures the End-User cable modem and remotely performs network checks and tests on the status of the End-User cable modem.



TPIA GENERAL TARIFF

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**Item 102 Terms and Conditions – continued**

**Section 10 Deposits and other guarantees**

- 10.1 Except for the deposit provided for in Section 5.8, Eastlink will not require a deposit from an Applicant or Customer at any time unless the Applicant or Customer:
- a) has no credit history with Eastlink and will not provide satisfactory credit information;
  - b) has an unsatisfactory credit rating with Eastlink due to previous payment practices regarding Eastlink's services; or
  - c) presents an abnormal risk of loss.
- 10.2 Eastlink will inform the Applicant or Customer of the specific reason for requiring a deposit, and of the possibility of providing an alternative to a deposit, such as arranging for third party payment, a bank letter of credit or a written guarantee from a third Person whose credit is established to the satisfaction of Eastlink.
- 10.3 An Applicant or Customer may provide an alternative to a deposit provided it is reasonable in the circumstances.
- 10.4 Deposits earn interest at the Toronto Dominion Bank's prime rate, calculated on the balance of the deposit, and the interest earned before the monthly billing period. The interest will be credited to the account each month, or upon refund of the deposit. **C**
- 10.5 Eastlink will review the continued appropriateness of deposits and alternative arrangements at six-month intervals. When Service is terminated or the conditions which originally justified the deposit or alternative are no longer present, Eastlink will promptly refund the deposit, with interest, or return the guarantee or other written undertaking, retaining any amount then owed to it by the Customer.



TPIA GENERAL TARIFF

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**Item 102 Terms and Conditions – continued**

**Section 11 Confidentiality of Customer Records**

- 11.1 A Customer may request information regarding its account, and Eastlink shall provide the information requested if:
- a) the Customer has given Eastlink sufficient advance notice and details of the information sought to allow Eastlink to comply with the request, and
  - b) the Customer agrees to reimburse Eastlink for costs if Eastlink would incur unusual expenses to provide the information.
- 11.2 Unless a Customer consents in writing or disclosure is pursuant to a legal power, all information kept by Eastlink regarding the customer, other than the customer's name, address and listed telephone number, are confidential and may not be disclosed by Eastlink to third parties.
- 11.3 The Customer cannot assign its rights or obligations pursuant to the TPIA Service Agreement without having obtained the prior written consent of Eastlink, which consent shall not unreasonably be withheld.



TPIA GENERAL TARIFF

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**Item 102 Terms and Conditions – continued**

**Section 12 Refunds in Cases of Service Problems and Limitation of Responsibility**

- 12.1 Eastlink is in no way liable for the content transmitted over its facilities. Eastlink's liability with respect to the provision of the Service is limited to providing the Service, subject to the terms and conditions described in this Tariff or the TPIA Service Agreement or any related agreement, and for the Service Period agreed upon with the Customer.
- 12.2 Eastlink does not guarantee uninterrupted working of its Service and/or facilities.
- 12.3 Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in Eastlink facilities, Eastlink's liability is limited to a refund of charges, on request, proportionate to the length of time the problem existed. However, where the problem is occasioned by Eastlink's negligence, Eastlink is liable for actual proven damage incurred up to the amount calculated in 12.4. Except for interruptions due to events of force majeure, the Customer shall be entitled, in such case, to a credit, provided that:
- a) Eastlink is notified by the Customer;
  - b) a written request for credit is filed by the Customer with Eastlink within fifteen (15) days of such notification.
- 12.4 Except with regard to physical injuries, death or damage to customer premises or other property occasioned by its negligence, Eastlink liability for negligence, and also for breach of contract where the breach results from the negligence of Eastlink, is limited to three times the monthly charges related to Service subscribed by the Customer pursuant to the present Tariff.
- 12.5 Eastlink is not liable for:
- a) any act or omission on the part of the Customer or its employees, agent or contractors arising from the furnishing of Retail IS by the Customer to its End-Users;
  - b) any act or omission of the Customer's Carrier whose facilities are used by the Customer to interconnect to Eastlink's designated POI;
  - c) defamation or copyright infringement arising from content transmitted or received over Eastlink's facilities;
  - d) infringement of patents arising from combining or using the Customer or the Customer's Carrier facilities with Eastlink's facilities.



TPIA GENERAL TARIFF

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**Item 102 Terms and Conditions – continued**

**Section 13 Payment**

- 13.1 The TPIA Service contained in this Tariff is made available to ISP's as Customers of the TPIA Service and will be billed to and payable by these Customers. The Customer is billed on a monthly basis by Eastlink for the Service it provides pursuant to this Tariff.
- 13.2 Monthly rates are payable 15 days after month-end. The mere lapse of time in performing the obligations to pay under this Tariff will put the Customer in default. Without limiting the scope of this provision, any unpaid amount by the Customer will bear interest as of the thirtieth (30) day following the invoice date at a rate of 1.63% per month (or 19.56% annually). Interest will be calculated on a daily basis and compounded monthly on the last day of each thirty (30) day period following the invoice date. Any partial payment shall be applied first to the interest, then to the principal, beginning with the earliest outstanding amount from the due date, irrespective of charges added to the Customer's invoice.
- 13.3 Subject to Section 13.5 and 13.6, charges cannot be considered past due until the next bill has been generated.
- 13.4 In exceptional circumstances, for example when a Customer presents an abnormal risk of loss to Eastlink, prior to the normal billing date, Eastlink may request payment from the Customer on an interim basis for the non-recurring charges that have accrued providing the Customer with details regarding the charges in question. In such cases, subject to Section 13.5, the charges can be considered past due three days after they are incurred or three days after Eastlink demands payment, whichever occurs later.
- 13.5 No charge disputed by a Customer can be considered past due unless Eastlink has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.
- 13.6 Eastlink may request immediate payment in extreme situations, provided that a notice has been issued pursuant to Section 13.4 and the abnormal risk of loss has substantially increased since that notice was given or Eastlink has reasonable grounds for believing that the Customer intends to defraud Eastlink.

**Section 14 Minimum Contract Period and Cancellation Before Service Commencement**

- 14.1 The minimum contract period for the TPIA Service is one (1) year commencing from the date the Service is provided, except where Eastlink has stipulated a longer period for provision of special construction or special assemblies.
- 14.2 A Customer who cancels or delays a request for Service before installation work has started cannot be charged by Eastlink. Installation work is considered to have started when the Customer has completed and returned its application for the TPIA Service and Eastlink has incurred any related expenses. A Customer who cancels or delays a request for Service after installation work has started but before Service has started, will be charged the lesser of the full charge for the entire minimum contract period plus the POI Access Charge and the



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**Item 102 Terms and Conditions – continued**

**Section 14 Minimum Contract Period and Cancellation Before Service Commencement**

estimated costs incurred in installation less estimated net salvage. The estimated installation costs include the costs of unsalvageable equipment and materials specifically provided or used plus the cost of installing, including engineering, supply expense, labor and supervision, and any other disbursements resulting from the installation and removal work.

**Section 15 Renewal**

15.1 The Service will be automatically renewed for subsequent periods of one year unless the Customer has given to Eastlink a notice of cancellation of the Service 90 days prior to the end of the initial period or any renewal thereof.

**Section 16 Customer-Initiated Termination of Service**

16.1 Customers who give Eastlink 90 days prior notice may terminate their Service after expiry of the minimum contract period or any renewal thereof, in which case they must pay charges due for Service which has been furnished.

16.2 Before expiry of the minimum contract period or any renewal thereof, customers may terminate their service in which case they must pay a termination charge equal to the total remaining balance of the monthly rates for the minimum contract period or any renewal thereof.

**Section 17 Eastlink-Initiated Suspension or Termination of Service**

17.1 Eastlink may suspend or terminate a Customer's Service only where the Customer:

- a) fails to pay an account of the Customer that is past due, provided it exceeds five hundred dollars (\$500) or has been past due for more than two months;
- b) fails to provide or maintain a reasonable deposit or alternative when required to do so pursuant to this Tariff;
- c) fails to comply with the terms of a deferred payment agreement;
- d) repeatedly fails to provide Eastlink with reasonable entry and access in conformity with Section 4 of Item 102;
- e) contravenes Sections 5.9 and 5.10 of Item 102;
- f) contravenes Sections 8.1 or 8.2 of Item 102; or
- g) fails to provide payment when requested by Eastlink pursuant to Section 13.6 of Item 102.



TPIA GENERAL TARIFF

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**Item 102 Terms and Conditions – continued**

**Section 17 Eastlink-Initiated Suspension or Termination of Service**

17.2 Eastlink may not suspend or terminate Service in the following circumstances:

- a) where the Customer is prepared to enter into and honour a reasonable deferred payment agreement; or
- b) where there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and Eastlink does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment.

17.3 Prior to suspension or termination of Service, Eastlink will provide the Customer with reasonable advance notice, stating:

- a) the reason for the proposed suspension or termination and the amount owing (if any);
- b) the schedule suspension or termination date;
- c) that a reasonable deferred payment agreement can be entered into (where the reason for suspension or termination is failure to pay);
- d) the reconnection charge;
- e) the telephone number of a Eastlink representative with whom any dispute may be discussed; and
- f) that disputes unresolved with this representative may be referred to a senior Eastlink manager.

17.4 For the purposes of Section 17.3, reasonable advance notice for the termination or suspension of the service of a Customer that is a competitor will generally be at least 30 days. Where repeated efforts to contact the Customer have failed, Eastlink will deliver such advance notice to the billing address. In addition to the notice required by Section 17.3, Eastlink will, at least twenty-four (24) hours prior to suspension or termination of the Service, advise the Customer or another responsible Person that suspension or termination is imminent, except where;

- a) repeated efforts to so advise have failed;
- b) immediate action must be taken to protect Eastlink from network harm resulting from Customer provided installations or equipment or from the use of the Service by the Customer; or
- c) the suspension or termination occurs by virtue of a failure to provide payment when requested by Eastlink pursuant to Section 13.6





TPIA GENERAL TARIFF

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**Item 102 Terms and Conditions – continued**

**Section 17 Eastlink-Initiated Suspension or Termination of Service**

- 17.5 Notwithstanding the provisions of Sections 17.3 and 17.4, nothing contained within this Tariff shall be deemed to preclude Eastlink from suspending or terminating forthwith the TPIA Service to a customer or its End-user if such immediate action is necessary in the circumstances, in the reasonable assessment of Eastlink, to maintain the integrity of its network. In cases of such suspension or termination, the Customer will be promptly notified by Eastlink and afforded the opportunity to correct the condition that gave rise to the suspension or termination.
- 17.6 Except with Customer consent or in exceptional circumstances, suspension or termination of Service may occur only on business days between 8 a.m. and 4 p.m., unless the business day precedes a non-business day in which case disconnection may not occur after 12 noon.
- 17.7 All Retail IS provided to its End-Users by the Customer via the TPIA Service and Eastlink's network will be affected as a result of suspension or termination of the Service. No suspension or termination of the End-User's basic cable service provided by Eastlink will result from suspension or termination of the TPIA Service.
- 17.8 Suspension or termination of Service does not affect the Customer's obligation to pay any amount owed to Eastlink.
- 17.9 In the case of suspension of Service, Eastlink must make a daily pro rata allowance based on the monthly charge for the Service.
- 17.10 In the case of termination of Service pursuant to this section, the Customer must pay a termination charge equal to the total remaining balance of the monthly rates for the minimum contract period or any renewal thereof.
- 17.11 Eastlink must restore the Service, without undue delay, where the grounds for suspension or termination of the Service no longer exist or a payment or deferred payment agreement has been negotiated. Reconnection charges may apply.
- 17.12 Where it becomes apparent that suspension or termination of the Service occurred in error or was otherwise improper, Eastlink must restore Service during business hours on the next working day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.

**Section 18 Eastlink-Initiated disconnection of a Customer's End-User**

- 18.1 Eastlink may disconnect an End-User of a Customer only where the End-User:
- a) contravenes Sections 5.9 and 5.10 of Item 102;
  - b) contravenes Sections 8.1 or 8.2 of Item 102.



TPIA GENERAL TARIFF

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**Item 102 Terms and Conditions – continued**

**Section 18 Eastlink-Initiated disconnection of a Customer's End-User**

- 18.2 Prior to disconnection of an End-User, Eastlink will provide the Customer with reasonable advance notice stating:
- a) the reason for the proposed disconnection of the End-User;
  - b) the scheduled disconnection;
  - c) the reconnection charge;
  - d) the telephone number of a Eastlink representative with whom any dispute may be discussed;
  - e) that disputes unresolved with this representative may be referred to a senior Eastlink Manager.

For the purposes of Section 18.2, reasonable advance notice for the termination or suspension of the service of a Customer's End-User will generally be at least 30 days. Where repeated efforts to contact the Customer have failed, Eastlink must deliver such advance notice to the billing address.

- 18.3 In addition to the notice required by Section 18.2, Eastlink will, at least twenty-four (24) hours prior to disconnection of an End-User, advise the Customer that disconnection of its End-User is imminent, except where:
- a) repeated efforts to so advise have failed;
  - b) immediate action must be taken to protect Eastlink from End-User provided equipment or from the use of the Service by an End-User.
- 18.4 Notwithstanding the provisions of Sections 18.2 and 18.3, nothing contained within this Tariff shall be deemed to preclude Eastlink from disconnecting forthwith any End-User if such action is necessary in the circumstances, in the reasonable assessment of Eastlink, to maintain the integrity of its network. In cases of such disconnection, the Customer will be promptly notified by Eastlink and its End-User afforded the opportunity to correct the condition that gave rise to the disconnection.
- 18.5 Eastlink must restore the connection of the End-User, without undue delay, where the grounds for disconnection of the End-User no longer exist. Reconnection charges may apply.
- 18.6 Where it becomes apparent that disconnection occurred in error or was otherwise improper, Eastlink must restore connection during business hours, on the next working day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied.



## TPIA GENERAL TARIFF

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### Item 103 Rates and Charges

#### Section 1 Service Elements

TPIA Service consists of the following elements:

1. ISP Registration: A charge applies and provides for the processing of the initial request of the TPIA Service.
2. Point of Interconnection (POI) Charges:
  - i. a) **Initial Report Fee**: A one-time charge for engineering, operations and administration work required to provide the Initial Report as described in the Eastlink TPIA Service Agreement.
  - b) **Subsequent Report Fee**: A charge for the engineering, operations and administration work required to provide a Subsequent Report for revised or additional interconnection facilities to an ISP already connected in the POI and not requiring additional fibre placement or splicing.
  - ii. a) **POI Entrance Fee**: A charge applies for access by the Customer to a POI location. This POI entrance fee includes right-of-way access from a point adjacent to the POI building, outside enclosures, conduit, fibre, splicing, entrance panels and patch cords to connect to the POI router.
  - b) **POI Configuration Fee**: A one-time charge for connection from existing facilities within the POI building to an ISP Port on the router.
  - c) **Installation, Maintenance and Disconnection Fee**: An hourly rate for the installation and configuration, maintenance (at the request of the ISP) and disconnection of Customer-provided router cards and media converters (if required).
3. TPIA End-User Charges:
  - i. **TPIA Transport**: A monthly charge per End-User applies and provides for the use of Eastlink's network between the POI and the Customer's End-Users' Premises. The demarcation point is the port on the End-User's cable modem. The End-User's cable modem is not provided by Eastlink nor is Eastlink responsible for any repairs or maintenance to the cable modem.

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TPIA GENERAL TARIFF

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**Item 103 Rates and Charges - continued**

**Section 1 Service Elements**

- ii. a) Standard Connection Charge: A one-time charge to install and provision cable modem functionality at End-User.
  - b) Customer Transfer Charge: A one-time charge is applied when a Customer transfers an End-User from one ISP to another (including a transfer from Eastlink's retail ISP service).
  - c) End-User Specification Charge: A one-time charge is applied when an existing ISP end-customer requires a change to its network specifications.
4. Diagnostic Labour Rate: A diagnostic labour rate applies when service problems reported by the Customer are related to the Customer's equipment, the end-customer equipment or other Customer activity. This rate also applies for technical work done relating to the Customer POI connection.
5. Second Level Modem Testing: A charge will be applied when a Customer submits a cable modem to Eastlink for second-level testing:
- i. the fee does not apply to one cable modem model submitted by a Customer for second level testing, per 12-month period;
  - ii. the fee does not apply to second-level testing of a cable modem model where the cable modem model fails second-level testing, to a maximum of two failures; and
  - iii. cable modem testing failures, referenced in ii., shall not be considered the one free second level testing, referenced in i., unless that cable modem model has already failed second level testing twice.
6. POI Capacity Charge:
- i. Monthly Capacity Rate per 100 Mbps downstream: Monthly capacity charges pro-rate based on the speed change order implementation date.
  - ii. Monthly Capacity Change Service Charges: These charges apply to each order to increase or decrease interconnection speed, provided no physical changes to interconnecting circuits are required (i.e. non-complex orders). These charges are a per-order rate plus an additional per-interface rate for each interconnecting circuit affected by the order.



TPIA GENERAL TARIFF

**Item 103 Rates and Charges - continued**

**Section 1 Service Elements**

TPIA Service consists of the following elements:

TPIA Rates and Charges

Rates and Charges for TPIA Service Elements			
	Monthly Rate	One-time Charge	
1. <u>ISP Registration</u>		\$369.73	
2. <u>POI charges</u>			
i) a) Initial Report Fee		\$1,206.40	
b) Subsequent Report Fee		\$603.20	
ii) a) POI Entrance Fee		\$6,527.00	
b) POI Configuration Fee		\$2,800.00	
c) Installation, Maintenance and Disconnection Fee			
• First Hour*		\$72.27	
• Additional 15 Minutes		\$16.13	
3. <u>TPIA Speed Bands</u>			
i) Band 1: Up to 5 Mbps	\$11.40		
Band 2: 6 Mbps to 30 Mbps	\$16.23		
Band 3: 31 Mbps to 50 Mbps	\$18.57		
Band 4: 51 Mbps to 100 Mbps	\$25.47		
Band 5: 101 Mbps to 150 Mbps	\$31.32		
Band 6: 151 Mbps to 300 Mbps	\$34.14		
Band 7: 301 Mbps to 400 Mbps	\$44.09		
Band 8: 401 Mbps to 940 Mbps	\$55.51		
ii) a) Standard Connection Charge		\$63.32	
b) Customer Transfer Charge		\$15.98	
c) End-User Specification Charge		\$5.00	
4. <u>Diagnostic Labour Rate</u>			
• First Hour*		\$72.27	
• Additional 15 Minutes		\$16.13	
5. <u>Second-Level Testing of Cable Modems</u>		\$8,780.00	
• One Time Charge			
6. <u>POI Capacity Charge</u>			
Monthly Capacity Rate (Per Mbps)	\$353.35		
Capacity Rate Service Charges			
• Per-order Charge		\$122.07	
• Per-interface Charge		\$119.22	

\* Plus \$32.50 per hour on statutory holiday and Sundays; and Monday-Saturday outside the hours of 8:30 a.m. to 8:00 p.m.



TPIA GENERAL TARIFF

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**Item 104 Point of Interconnection Locations**

**Ontario**

Sudbury  
Timmins  
NewLiskeard  
Barrie

**New Brunswick**

Moncton

**Newfoundland**

Stephenville

**Nova Scotia**

Halifax

**Prince Edward Island**

Charlottetown



TPIA GENERAL TARIFF

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**Item 105 Internet Traffic Management Practices (ITMP)**

**Section 1 – ITMP General**

- 1.1 In accordance with Telecom Regulatory Policy CRTC 2009-657, Eastlink's technical ITMPs are not approved by the CRTC and as such the information contained herein with regard to Eastlink's ITMPs is provided for information purposes only.
- 1.2 To ensure the proportional use by all end-users and to maintain the integrity of the network, Eastlink has implemented technical ITMPs that will apply equally to Eastlink's own Retail IS End-Users and the End-Users of the Eastlink TPIA Service.
- 1.3 Eastlink's technical ITMPs were introduced to address congestion caused by some classes of applications to ensure proportional access to its network while standard network expansion activities are undertaken to increase the bandwidth availability for all users.
- 1.4 In order to ensure fair usage of the bandwidth between Eastlink and TPIA End-Users, Eastlink is using deep packet inspection equipment with the sole purpose of latency insensitive traffic (such as file-sharing and peer-to-peer applications) which consume a disproportionate amount of bandwidth and create specific congestion problems. Eastlink's traffic management policies are time-of-day sensitive to accommodate the fluctuating network traffic levels, and reduce the amount of bandwidth available for non real-time peer-to-peer application. These policies do not affect real-time interactive activities. Content analysis is restricted to traffic classification only for traffic management purposes.