

CNA - SERVICE USER AGREEMENT (CONTRIBUTORY)

THIS AGREEMENT is made between COMsolve Inc. (the “**Service Provider**” or the “**CNA**”) and the person identified as the service user executing this Agreement (the “**Service User**”) on the date indicated on the execution page hereof.

WHEREAS the Canadian Steering Committee on Numbering (“**CSCN**”) has agreed that certain functions in respect of the administration and assignment of numbering resources in Canada should be performed by an independent third party numbering administrator and has authorized the Canadian Numbering Administration Consortium Inc./Consortium de Gestion de la Numérotation Canadienne Inc. (“**CNAC**”), a consortium of interested parties from the telecommunications industry, to select and supervise the independent third party numbering administrator;

AND WHEREAS the Service Provider and CNAC entered into a services agreement (the “**CNA Agreement**”) wherein the Service Provider agreed to act as and provide the services of the Canadian numbering administrator;

AND WHEREAS pursuant to the terms of the CNA Agreement, this Agreement has been agreed to between CNAC and the Service Provider as the standard form agreement to be used by the Service Provider for the provision of numbering services to the Canadian telecommunications industry;

AND WHEREAS the Service User requires Canadian numbering services;

AND WHEREAS as a precondition of the Service User obtaining Canadian numbering services, this Agreement must be entered into;

NOW THEREFORE in consideration of these premises and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions. In this Agreement, the following terms shall have the meanings set out below unless the context requires otherwise:

(1) “**Affiliate**” means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate.

(2) “**Agreement**” means this Agreement, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**”, “**hereby**” and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.

(3) “**Applicable Law**” means, with respect to any Person, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the “**Law**”) relating or applicable to such Person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any interpretation of the Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

(4) “**B&C Agent**” means the billing and collection agent, as appointed by CNAC from time to time, responsible for collecting the Service User’s applicable share of the costs to administrate numbering resources and services in Canada, including the Services.

(5) “**Business Day**” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Ottawa, Ontario.

(6) “**CISC**” means the CRTC Interconnection Steering Committee.

(7) “**Confidential Information**” of a party at any time means all information (and all documents and other tangible items which record information, whether on paper, in computer readable format or otherwise) relating to such party’s business or affairs (including, without limitation, any information required to be exchanged between the Service User and CNA hereunder, forecasts related to demand for numbering services and operational and block of line number requests) and intellectual property (including, without limitation, copyrights, trade secrets and know-how) and as it relates to the Service User, its customers, which,

(a) at the time is of a confidential nature (whether or not specifically identified as confidential) and is known or should be known by the recipient of the information or its Representatives as being confidential; and

(b) has been or is from time to time made known to or is otherwise learned by the recipient of the information or any of its Representatives as a result of the matters provided for in this Agreement,

but not including any information that at such time:

(c) has become generally available to the public other than as a result of a disclosure by the recipient or any of its Representatives of the information; or

(d) was available to the recipient of the information or its Representatives on a non-confidential basis before the date of this Agreement; or

(e) becomes available to the recipient of the information or its Representatives on a non-confidential basis from a Person other than the disclosing party or any of its Representatives who is not, to the knowledge of the recipient of the information or its Representatives, otherwise bound by confidentiality obligations to the disclosing party in respect of such information or otherwise prohibited from transmitting the information to the recipient of the information or its Representatives; or

(f) must be disclosed by Applicable Law.

(8) “**CRTC**” means the Canadian Radio-television and Telecommunications Commission or any successor thereof.

(9) “**Eligibility Requirements**” means the guidelines and/or other documentation established and/or adopted by CNAC, CSCN, CRTC or other Governmental Entities, copies of which may be obtained by the Service User from the Service Provider on demand, for determining whether the Service User is eligible to receive the Services.

(10) “**Governmental Entity**” means any (a) multi-national, federal, provincial, state, municipal, local or other governmental or public department, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (b) subdivision, agent, commission, board or authority of any of the foregoing; or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

(11) “**party**” means a party to this Agreement and any references to a party includes its successors and permitted assigns; and “**parties**” means every party.

(12) “**Person**” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

(13) “**Replacement Canadian Numbering Administrator**” has the meaning ascribed thereto in Section 10.9.

(14) “**Representatives**” has the meaning ascribed thereto in Section 4.1.

(15) “**Services**” has the meaning ascribed thereto in Section 2.1.

(16) “**Industry Guidelines**” means those number administration guidelines, policies, regulations, and directions implemented by the CRTC or other Canadian Governmental Entity, from time to time, and those number administration guidelines and documents developed by the CSCN and those developed by other bodies, such as the North American Industry Numbering Committee (INC), as amended from time to time, which are adopted by the CSCN or the CRTC or other Governmental Entity for use in Canada, or otherwise required to be used in Canada, and implemented by CNAC from time to time, in its sole discretion, generally in relation to the administration and assignment of the numbering resources to be used by the CNA in the performance of the Services.

(17) “**Term**” has the meaning ascribed thereto in Section 2.5.

1.2 Headings and Table of Contents. The division of this Agreement into Articles and Sections, the insertion of headings, and the provision of any table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Number and Gender. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

ARTICLE 2 SERVICES

2.1 Provision of Services. During the Term, subject to the terms and conditions contained in this Agreement, the CNA hereby agrees to provide to the Service User, the services relating to the administration and assignment of numbering resources in Canada as generally set out in Schedule “A” hereto (the “**Services**”) following a request for the provision of the Services by the Service User to the CNA in accordance with the procedures established by the CNA from time to time.

2.2 Eligibility for Services. In order to be eligible to obtain the Services, the Service User shall:

- (1) meet the Eligibility Requirements; and

(2) be in good standing with respect to all payments required to be made to CNAC and/or the B&C Agent.

2.3 Performance of Services. The CNA shall exercise all reasonable skill, care and diligence in the performance of the Services and shall carry out all of its obligations hereunder in accordance with Applicable Law and Industry Guidelines and other recognized industry and regulatory standards, policies, guidelines and/or other performance standards established by CNAC from time to time.

2.4 Acknowledgement. The parties acknowledge that the Service User shall pay CNAC or the B&C Agent for the Services and that the CNA shall be compensated for the Services by CNAC pursuant to the CNA Agreement.

2.5 Term. The term of this Agreement shall commence on the date indicated on the execution page hereof date and shall continue until terminated in accordance with the terms of this Agreement (the “Term”).

ARTICLE 3 INTELLECTUAL PROPERTY RIGHTS

3.1 Rights in Data. The CNA acknowledges and agrees that all right, title and interest in and to any number resources, or in and to any materials, reports, forms and any reformatting, reproductions, copies, enhancements, abridgements, extracts, updates, derivative works or other modifications of or relating to Service User data or information, whether provided by the Service User, CNAC, the B&C Agent or any other Person, and whether or not authorized by the terms of this Agreement or any other agreement, does not and shall not vest with or reside in the CNA and the CNA has no interest therein and will not claim any interest therein.

3.2 Proprietary Information. The CNA acknowledges that during the Term it may obtain information and data which is proprietary to the Service User. The CNA agrees to maintain all such information and data in strict confidence. For greater certainty, the CNA shall only be entitled to disclose such information and data to such other Persons (who have acknowledged and agreed to protect the confidentiality of such information and data) as may be required to perform the Services and for no other purpose unless required by Applicable Law.

ARTICLE 4 CONFIDENTIALITY

4.1 Confidentiality. Each party (including any of its Affiliates and their respective directors, officers, employees, agents and other representatives and advisers (“**Representatives**”)) hereby agrees that it will not, except with the prior written consent of the other party, whether during or at any time after the termination of this Agreement, use for itself or others, divulge or convey to others, any Confidential Information of the other party or its Affiliates in any way obtained by it during the Term other than published material already properly in the public domain.

4.2 Copies. Each party shall not make, or permit to be made, whether by photocopy or otherwise, any copies, abstracts or summaries of any Confidential Information belonging to the other party except in strict pursuance of its obligations under this Agreement.

4.3 No Rights. Each party acknowledges that no license is hereby granted, directly or indirectly, under any patent, trade secret, trademark or copyright now held by, or which may be obtained by or which is or may be licensable by the other party with respect to Confidential Information. Unless

expressly provided herein, this Agreement shall not be construed as granting or conferring any rights by licence or otherwise, express or implied, for any invention, discovery or improvement made, conceived or acquired prior to or after the date of this Agreement.

4.4 *Return of Confidential Information.* Each party agrees to promptly return to the other party, upon its request, or certify as destroyed all Confidential Information of the other party and its Affiliates in whatever form, including all electronic or magnetic or other copies and notes thereof, regardless of which party furnished, made or compiled such Confidential Information.

4.5 *Service User Customers.* Notwithstanding anything herein to the contrary, unless required by Applicable Law, the CNA hereby agrees to maintain as Confidential Information and to cause its Representatives to do likewise, all information concerning or in any way related to any of the Service User's customers and all databases and updates thereto provided by the Service User, regardless of whether same was disclosed to the CNA or any third party by the Service User or directly by any customer, in confidence in accordance with the obligations set out in Sections 4.1 and 4.2 above, even if, *a priori*, an exception contained in the definition of Confidential Information would apply.

4.6 *Irreparable Harm.* Each party acknowledges and agrees that the breach by it of any of the provisions of this Article 4 would cause serious and irreparable harm which could not be adequately compensated for in damages and, in the event of a breach or threatened breach of any such provisions, each party hereby consents to an interim injunction being issued against it restraining it from any further breach of such provisions, but such action shall not be construed so as to be in derogation of any other remedy which each party may have in the event of such a breach.

ARTICLE 5 REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 *Representations, Warranties and Covenants of the Service User.* The Service User hereby represents, warrants and covenants to the CNA as follows:

(1) **Eligibility to Obtain Services.** The Service User does on execution, and during the Term will, meet the Eligibility Requirements and is entitled to obtain the Services in accordance with Applicable Law.

(2) **User Fees.** The Service User has paid and will continue to pay, throughout the Term, all amounts required to be paid by it to CNAC and/or the B&C Agent in relation to its share of the costs to administer number resources in Canada, including the Services.

5.2 *Representations, Warranties and Covenants of the CNA.* The CNA hereby represents, warrants and covenants to the Service User as follows:

(1) **Good Standing.** The CNA is now and will remain, during the Term, in good standing and not in default under the CNA Agreement.

(2) **Compliance.** The CNA shall, during the Term, comply with, and provide the Services in compliance with, all Applicable Laws, regulations, industry standards and trade practices, including the Industry Guidelines and relevant orders, policies and directives issued by the CRTC from time to time, applicable to the CNA and to the Services.

ARTICLE 6 DISPUTE RESOLUTION

6.1 *Dispute Resolution.* In order to ensure an orderly and efficient resolution of any dispute between the CNA and the Service User as a result of the rendering or omission to render the Services by the CNA, the CNA and the Service User agree to utilize and abide by any industry numbering resource guideline and dispute resolution process developed by CNAC, the CSCN or CISC, regulatory decisions made by the CRTC, policy statements issued by Innovation, Science and Economic Development Canada or such other guidelines, decisions, directives or policy statements of any other Governmental Entity as may be applicable to the Services.

6.2 *Co-operation.* The CNA agrees to co-operate fully with any applicable body or Person charged with dealing with disputes under consideration. The CNA agrees to abide by the decisions rendered by such bodies or Persons regarding disputes that will fall within the scope of this Article 6.

6.3 *Assistance of the CNA in Other Disputes.* In the event the Service User has a dispute in connection with the Services (which includes being denied a Service or the type of Service requested by the Service User is not available) before the CSCN, CISC or other Governmental Entity, the CNA shall provide such information as may be required by Applicable Law to the CSCN, CISC, or other Governmental Entity, as the case may be, for the purposes of assisting with the resolution such dispute. For greater certainty, the CNA acknowledges and agrees that it shall in no way act in any manner as an advocate for the Service User and shall provide any information required to be provided in accordance with this Section 6.3 in an impartial manner.

ARTICLE 7 INDEMNIFICATION

7.1 *Indemnity by CNA and the Service User.*

(1) Each party hereby agrees to indemnify and save harmless the other and its Representatives, of and from any claim, demand, action, cause of action, damage, loss, cost, liability or expense whatsoever, arising out of, under or pursuant to, any loss suffered by the other party or its Representatives, directly or indirectly, as a result of, in respect of, or arising out of:

- (a) any negligent act or omission by it or its Representatives in the performance of its obligations hereunder;
- (b) any incorrectness in or breach of any representation or warranty of it contained in this Agreement or under any other agreement, certificate or instrument executed and delivered pursuant to this Agreement;
- (c) any breach of or any non-fulfillment of any covenant or agreement on its part under this Agreement or under any other agreement, certificate or instrument executed and delivered pursuant to this Agreement; or
- (d) its failure to comply with Applicable Law.

(2) In no event shall either the CNA or the Service User be liable to the other or its Representatives for any special, indirect, incidental, consequential or economic damages (including lost profits and lost business opportunity) regardless of the legal theory under which such damages are sought and even if the parties have been advised of the possibility of such damages.

ARTICLE 8

SUSPENSION AND TERMINATION

8.1 *Service Suspension.* The CNA shall immediately cease providing the Services to the Service User if the CNA is advised by CNAC or the B&C Agent in writing that the Service User: (i) is in default in its obligations to CNAC; (ii) is in non-compliance with CNAC's rules or requirements in effect from time to time; and/or (iii) is in default in any payments required to be paid by it to CNAC or the B&C Agent in relation to its share of the costs to administer numbering resources in Canada (and any other related charges). In any such case, the Services provided to the Service User by the CNA shall be suspended until such time as CNAC and/or the B&C Agent has advised the CNA in writing that the Services are to resume.

8.2 *Termination by the CNA.* The CNA shall have the right to terminate this Agreement by written notice to the Service User if:

- (1) the Service User ceases to meet the Eligibility Requirements; or
- (2) the CNA is directed in writing by CNAC to terminate this Agreement as a result of a continued suspension of the Services pursuant to Section 8.1.

8.3 *Termination by Either Party.*

- (1) If either party shall at any time:
 - (a) have any proceeding in bankruptcy, receivership, liquidation or insolvency, instituted or commenced by or against it or its property to adjudicate it a bankrupt or insolvent, or to petition it into bankruptcy, or to seek liquidation, winding-up, reorganization or arrangement, or relief from its debts, under any applicable legislation now or in the future, and such proceeding is not being contested by it diligently and in good faith;
 - (b) make any assignment for the benefit of its creditors, become insolvent, commit any act of bankruptcy, cease to do business as a going concern, or seek any arrangement or compromise with its creditors under any statute or otherwise; or
 - (c) cease to carry on business,

then the other party shall have the right to terminate this Agreement immediately by written notice, so long as such written notice is given while such act of default continues.

- (2) Either party may immediately terminate this Agreement in accordance with Section 9.2.

8.4 *Action on Termination.* In the event that this Agreement is terminated for any reason, the following shall occur:

(1) **Return of Confidential Information.** Each party shall, within ten (10) days of such termination, deliver or cause to be delivered to the other party, or to its direction, all Confidential Information belonging to the other party, that is in its possession or control.

(2) **Co-operation.** Each party shall, at the request of CNAC, assist and co-operate in the transition of the duties of the CNA in connection with performing the Services to the Replacement Canadian Numbering Administrator.

8.5 Remedies. Termination of this Agreement pursuant to this Article 8 shall not deprive any party, of any of its rights, remedies or actions against the other in law or in equity, or as otherwise provided under this Agreement except as otherwise limited elsewhere in this Agreement.

ARTICLE 9 AMENDMENTS

9.1 CNAC Approval. The parties acknowledge and agree that this Agreement is derived from a standard form of agreement negotiated and agreed to by CNAC and CNA to serve as an industry-wide agreement. No amendments may be made to the terms of this Agreement unless the prior written consent is obtained from CNAC. The parties also agree that the terms of this Agreement may change from time to time in the event that CNAC and CNA mutually agree to amend the standard form agreement, or it is amended by other means under the CNA Agreement and that such amendments shall, upon acceptance by CNAC and CNA, be incorporated by reference into this Agreement to be effective upon receipt by the Service User of written notice of such amendments. Upon receipt of such written notice, the parties agree to abide by the terms of such amendments.

9.2 Regulatory Approval. The parties acknowledge and agree that this Agreement may be subject to the approval of the CRTC, or the approval of other Governmental Entities prior to it becoming, or for it to remain, effective. In the event that such approval is denied or revoked, the CNA or the Service User may immediately terminate this Agreement by providing written notice to the other party.

ARTICLE 10 GENERAL

10.1 Force Majeure. Except for the payment of money and unless dealt with elsewhere in this Agreement, neither party shall be liable to the other for any delays or failure to perform resulting directly from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labour dispute, war or other violence, or similar event. Where applicable, performance time shall be considered extended for a period of time equivalent to the time lost because of any such delay.

10.2 Further Assurances. Each of the parties, from time to time, at the request and expense of the other party and without further consideration, shall execute and deliver such other documents and take such further action as the other party may require to more effectively complete any matter provided for herein.

10.3 Time of the Essence. Time shall be of the essence in this Agreement.

10.4 Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

10.5 Waiver. A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

10.6 *Survival.* The provisions of Articles 3, 4, 7 and 8 shall survive the termination of this Agreement for a period of ten (10) years thereafter.

10.7 *Severability.* Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

10.8 *Notices.* Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (1) delivered personally; or (2) sent by fax or other similar means of electronic communication, in each case to the applicable address set out on the execution page of this Agreement or to such other address as the parties may supply to each other from time to time. Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any party may change any particulars of its address for notice by notice to the other in the manner aforesaid.

10.9 *Successors and Assigns.* This Agreement shall enure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns. The Service User may only assign this Agreement and its obligations hereunder to an Affiliate provided such entity meets the Eligibility Requirements to obtain the Services and first enters into an agreement in the form of this Agreement with the CNA. The CNA may not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement without the prior written consent of CNAC. Notwithstanding the foregoing, in the event that the Service Provider's (or its successor) engagement by CNAC (or its successor) as Canadian numbering administrator, terminates for any reason, then upon CNAC (or its successor) or a Person selected by CNAC (or its successor) to perform the duties as Canadian numbering administrator (the "**Replacement Canadian Numbering Administrator**") commencing the performance of the Services, this Agreement shall be automatically assigned by the then Canadian numbering administrator to the Replacement Canadian Numbering Administrator and the Replacement Canadian Numbering Administrator shall take over the rights and obligations of the CNA hereunder and any reference to the CNA hereunder shall be considered a reference to the Replacement Canadian Numbering Administrator. In such case, the then Canadian numbering administrator shall deliver to the Replacement Canadian Numbering Administrator all Confidential Information of the Service User in its possession or control or in the possession or control of any of its approved subcontractors or delegates.

10.10 *Counterparts and Facsimile.* This Agreement may be executed by the parties in any number of separate counterparts each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Counterparts may be executed either in original, faxed or PDF form and the parties adopt any signatures received by a receiving fax machine or by PDF as original signatures of the parties, provided, however that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed or provided by PDF.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 20__.

COMsolve Inc.

Per: _____
Name: _____
Title: _____

SERVICE USER

Per: _____
Name of
Service User: _____

Name of
Person Signing: _____
Title of Person
Signing: _____

Address: _____

Phone Number: _____

Facsimile: _____

e-mail: _____

SCHEDULE “A”

SERVICES

The functions to be performed by the CNA to the Service User for the administration and assignment of numbering resources in Canada is as set out in the Industry Guidelines and in the CNA Agreement. The following list is provided for illustrative purposes only and the CNA shall, in addition to the following, provide the functions and services set out in the Industry Guidelines and the CNA Agreement.

1 CSCN Secretary

The CNA shall perform the duties of the CSCN Secretary in accordance with the CSCN Administrative Guidelines, as may be amended from time to time. Such duties include but are not limited to:

- (1) Attend all meetings of the CSCN;
- (1) Assign a number to each CSCN “TIF” (short for “Task Information Form”, the means by which work is managed and performance tracked) upon acceptance of the TIF by the CSCN, and confirm that number when the TIF has been accepted by the CISC;
- (2) Assign a number to each TIF Report (a report prepared on the completion of a task) approved by the CSCN;
- (3) Maintain a centralized file of the following documents:
 - a) Numbering administration guidelines applicable in Canada,
 - b) TIFs, TIF-related documents and TIF Reports,
 - c) Other documents requested by the CSCN (e.g., incoming and outgoing correspondence, CNA Reports).
- (4) Record the minutes of all CSCN meetings, including attendance, and distribute them in "draft" form to the CSCN preferably within 5, but no later than 10, business days after the meeting. If any concerns are raised within 10 business days of the date that the CNA distributes the draft minutes to the CSCN, the CSCN Chair will attempt to resolve the concern with the assistance of the CSCN Secretary and the parties involved. If necessary the CSCN Chair shall convene a CSCN conference call to resolve any concerns about the minutes. The CNA shall submit the approved minutes to the CRTC for posting on the CRTC CISC website. The minutes of CSCN meetings shall include:
 - a) List of participants,
 - b) List of Agenda items (e.g., TIFs) discussed,
 - c) Brief summary of discussion of each Agenda item,
 - d) Points Noted at the request of participant(s) including attribution if requested,
 - e) Agreements Reached (e.g., meeting agenda(s), acceptance of new TIFs, change in status or deletion of TIFs, TIF Reports, meeting/conference call dates and locations, outgoing CSCN correspondence, etc.),
 - f) Action Items including clear statements of what is to be done, who will do it, and when it is to be accomplished.

- (5) Establish and maintain a CSCN Participant List and an associated CSCN E-mail Address List on the CNA web site, including any special lists requested by the CSCN (e.g., CSCN ENUM participants list). The CNA shall notify the CSCN participants via e-mail when the Participant and E-mail Address lists are modified on the CNA website;
- (6) Maintain and edit draft documents (e.g., numbering administration guidelines, correspondence) at CSCN meetings, upon request;
- (7) Submit electronic copies of all CSCN meeting minutes and documentation to the CRTC at procedure@crtc.gc.ca for publication on the CRTC website at www.crtc.gc.ca; and,
- (8) Perform such other duties as may be prescribed from time to time by the CSCN.

2 *CSCN Chair*

While the CNA is required to act as the CSCN Chair, the Service Provider shall perform the duties as set out below of the CSCN Chair. The CSCN Chair is appointed by the CRTC Interconnection Steering Committee (CISC). The CSCN Chair shall chair the meetings of the CSCN in accordance with the CRTC Interconnection Steering Committee (CISC) Administrative Guidelines and the CSCN Adjunct to the CRTC Interconnection Steering Committee (CISC) Administrative Guidelines. The role of the CSCN Chair includes but is not limited to:

- (1) Afford all parties the right to be heard on CISC-related matters by providing notice in a timely fashion and by operating in an open manner.
- (2) Conduct activities in a fair and unbiased manner.
- (3) Support the evaluation and acceptance of issues and development of resolutions based on their merit.
- (4) Reach resolution of issues in a timely, efficient and effective manner and continuously seek to improve on CISC process and/or organizational structure.
- (5) Recognize that broad and consistent achievement of a consensus resolution is a fundamental expectation and the reason for the existence of the CISC.
- (6) Establishing and maintaining a CSCN distribution list;
- (7) Developing and maintaining a CSCN Meeting Schedule identifying all future conference calls and face-to-face meetings, including host, location and Agenda Items;
- (8) Circulating each meeting agenda to the CSCN distribution list;
- (9) Presiding at CSCN meetings;
- (10) Timely identification of disputes;
- (11) Maintaining meeting minutes;
- (12) Assigning file names and numbers to various documents;
- (13) Transmitting documents to the CRTC;

- (14) Providing reports including status reports of tasks, new tasks, etc. as required by the CISC; and
- (15) Attending CISC meetings.

3 *The CNA Role in NANPA-Administered Resources*

The CNA shall perform the following tasks with respect to the NANP number resources administered by the NANPA:

- (1) receive, validate and forward applications from Canadian entities to the NANPA for assignment of:
 - a) International Inbound NPA 456 NXX codes;
 - b) PCS/N00 NXX codes (NPA 500 NXXs) reserved for Canadian entities;
 - c) NPA 900 NXX codes;
 - d) NPA 800-855-XXXX line numbers;
 - e) 555-XXXX line numbers;¹ and
 - f) Carrier Identifications Codes (CICs).
- (2) maintain records for N11 Service Codes in accordance with CSCN directives;
- (3) initiate reclamation of numbering resources when required in accordance with numbering guidelines.

4 *Central Office Code Administration Including NPA Relief Planning*

The CNA shall perform the following tasks with respect to CO Code and NPA Relief Planning activities:

- (1) The CNA shall administer Central Office codes (CO Codes) within Canadian geographic Numbering Plan Areas (NPAs) in accordance with the Canadian Central Office Code (NXX) Assignment Guidelines (including reclamations and other administration tasks where necessary).
- (1) The CNA shall perform NPA relief planning functions in accordance with the CNA Roles and Responsibilities specified in the Canadian NPA Relief Planning Guidelines and the NPA Allocation Plan and Assignment Guidelines.
- (2) The CNA shall conduct Canadian Numbering Resource Utilization Forecasts (C-NRUFs) and other C-NRUF tasks in accordance with the Canadian Numbering Resource Utilization Forecasts (C-NRUF) Guideline.

5 *Administration of Canadian Numbering Resources*

The CNA shall perform the following administrative tasks in relation to Canadian numbering resources:

- (1) receive, validate and process requests and maintain records for NPA 600 NXX Codes (including reclamations and other administrative tasks where necessary);

¹ In Telecom Decision CRTC 2017-203, *CISC Canadian Steering Committee on Numbering – Consensus report CNRE120A regarding 555 line numbers* (16 June 2017), the CRTC approved CSCN Report CNRE120A directing that no further 555 resources are to be assigned in Canada.

- (2) receive, validate and process requests and maintain records for Canadian Non-Geographic NPA NXX Codes (including reclamations and other administrative tasks where necessary);
- (3) receive, validate and process requests and maintain records for Emergency Service Routing Digit Blocks (ESRD Blocks) (including reclamations and other administrative tasks where necessary);
- (4) administer International Mobile Station Identity codes (IMSI) (including reclamations and other administrative tasks where necessary);
- (5) administer System Identification Number (SID) codes (including reclamations and other administrative tasks where necessary);
- (6) receive, validate and process requests and maintain records for MIN Block Identifier (MBI) Codes (including reclamations and other administrative tasks where necessary);
- (7) maintain and publish the assignment information for Canadian numbering resources including approved applications of N11 codes in Canada;
- (8) prepare and publish a CNA annual report on the status of Canadian numbering resources (see past annual reports at www.cnac.ca);
- (9) seek clarification of industry guidelines from the CSCN, as necessary (e.g., to assist the CNA in applying the guidelines where guidelines are not clear);
- (10) provide reports to CSCN on various numbering topics upon request;
- (11) identify to interested parties which numbering resource guidelines are applicable in Canada and provide clarification with respect to the application of any such guidelines;
- (12) participate in the CNA performance review process;
- (13) investigate number assignment and administration issues as requested by the CSCN and CNAC;
- (14) seek resolution, as necessary, from CSCN and/or the CRTC of number assignment and administration issues including interpretation of industry guidelines of concern to the CNA;
- (15) participate in and provide informational support to the CSCN and any special CSCN task forces on request;
- (16) liaise and coordinate the CNA's activities with the NANPA to ensure effective and efficient use of NANP resources in Canada;
- (17) establish and maintain continuing relationships with TSPs, NANPA, iconectiv, and the CRTC on numbering administration matters;
- (18) develop and maintain knowledge of numbering activities at the Industry Numbering Committee (INC) and provide a written report to the CSCN after each INC meeting, identifying issues and assessing the potential impacts of any INC activities on Canadian numbering and on the CNA functions;

- (19) respond to requests from Canadian TSPs, Innovation, Science and Economic Development Canada, the CRTC and the media with respect to Canadian numbering resources and their administration;
- (20) be the primary repository for numbering information for the Canadian telecommunications industry;
- (21) receive, validate and forward applications for National Business Group Identifiers (NBGIs) from Canadian entities to Telcordia for assignment and maintain the associated records (including reclamations and other administrative tasks where necessary);
- (22) be able to communicate, both orally and in writing, in the two Canadian official languages, English and French;
- (23) communicate with the media (e.g., newspapers, radio, television, etc.) as directed in various guidelines in a cost-effective manner to provide basic factual information on numbering administration matters such as NPA relief planning and implementation; and
- (24) monitor and track SS7 assignments to Canadian entities.