

## CNA - SERVICE USER AGREEMENT (EXEMPT)

**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 as indicated on the execution page hereof.

### RECITALS:

**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 Canadian telecommunications industry, to select and supervise the independent third party Canadian 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 by the Service Provider to such Service Users (the “**Agreement Form**”);

**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 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:

1. **Provision and Eligibility of Services.** During the Term (as hereinafter defined), 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, provided the Service User meets the eligibility requirements under the guidelines and/or other documentation established and/or adopted by CNAC, the CSCN, the Canadian Radio-television and Telecommunications Commission (“**CRTC**”) or other governmental entities for determining eligibility, copies of which may be obtained by the Service User from the CNA on demand (the “**Eligibility Requirements**”).
2. **Term.** The term of this Agreement shall commence on the date as indicated on the execution page hereof (the “**Commencement Date**”) and shall continue until terminated in accordance with the terms of this Agreement (the “**Term**”).
3. **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 the Service User data or information, whether provided by the Service User, CNAC, 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.

4. **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 the information and data) as may be required to perform the Services and for no other purpose unless required by applicable law.
5. **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 and in strict pursuance of its obligations under this Agreement, whether during or at any time after the termination of this Agreement, use for itself or others, divulge or convey to others, make or permit to be made (whether by photocopy or otherwise) any copies, abstracts or summaries of, any confidential information, knowledge, data or property relating to the business, affairs, administration or operations of the other party or its Representatives (“**Confidential Information**”) in any way obtained by it during the Term, but not including any information that at such time (i) 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 (ii) was available to the recipient of the information or its Representatives on a non-confidential basis before the date of this Agreement; or (iii) 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 (iv) must be disclosed by applicable law. Each party further agrees to promptly return to the other party, or certify as destroyed, upon the other party’s request, all Confidential Information of the other party 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.
6. **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 paragraph 5 above, even if, *a priori*, an exception contained in the definition of Confidential Information would apply.
7. **No Rights.** Each party acknowledges that no licence is hereby granted, directly or indirectly, under any intellectual property 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 Commencement Date.

8. ***Representations, Warranties and Covenants of the Service User.*** The Service User hereby represents, warrants and covenants to the CNA that (i) it does on execution, and during the Term will, meet the Eligibility Requirements, and (ii) it is entitled to obtain the Services in accordance with applicable law.
9. ***Dispute Resolution.*** In the event of a dispute between the CNA and the Service User hereunder, the CNA and the Service User agree to utilize and abide by any dispute resolution process developed by CNAC, the CSCN or the CRTC Interconnection Steering Committee (“**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. The parties further agree to co-operate fully with any applicable body or person charged with dealing with any disputes and the parties agree to abide by the decisions rendered by such body or person regarding disputes that will fall within the scope of this paragraph.
10. ***Automatic Assignment.*** 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, upon CNAC (or its successor) or a person selected by CNAC (or its successor) to perform the duties as Canadian numbering administration (the “**Replacement Canadian Numbering Administrator**”) commencing the performance of the Services, this Agreement shall be automatically assigned by the then Canadian numbering administration 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. Each party shall, at the request of CNAC, assist and co-operate in the transition of the duties of CNA in connection with performing the Services to the Replacement Canadian Numbering Administrator.
11. ***Termination.*** If either party hereto shall at any time institute proceedings to be adjudicated a bankrupt or insolvent, files a petition seeking a reorganization or winding up under any bankruptcy, insolvency or analogous laws now or in the future, makes any assignment for the benefit of its creditors, resolves to be wound up or liquidated, ceases to carry on business, or otherwise does or consents to any act in furtherance of any of the foregoing, 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. Each party may also terminate this Agreement pursuant to Section 14. In addition, CNA shall have the right to terminate or suspend this Agreement by written notice if the Service User ceases to meet the Eligibility Requirements or is in default in its obligations to CNAC or is in non-compliance with CNAC’s rules or requirements as are in effect from time to time.
12. ***Action on Termination.*** In the event that this Agreement is terminated for any reason, 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.
13. ***Amendments.*** The parties acknowledge and agree that this Agreement is derived from the Agreement Form 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

agree that the terms of this Agreement may change from time to time in the event that CNAC and the CNA mutually agree to amend the Agreement Form, or it is amended by other means under the CNA Agreement and that such amendments shall, upon acceptance by CNAC and the 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.

14. **Regulatory Approval.** The parties acknowledge and agree that this Agreement may be subject to the approval of the CRTC, or 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.
15. **Force Majeure.** 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.
16. **Indemnification.** 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, directly or indirectly, by reason of it or its Representatives doing, failing to do, or doing incorrectly or negligently anything it is required to do by the terms of this Agreement. 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.
17. **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.
18. **Survival.** The provisions of paragraphs 3, 4, 5, 6, 7, 10, 11, 12 and 16 shall survive the termination of this Agreement for a period of ten (10) years thereafter.
19. **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.
20. **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 last known address of the party to whom it is to be given or delivered or to such other address as the parties may supply to each other from time to time, and the burden of proof of such giving or delivering shall rest with the party so claiming.
21. **Successors and Assigns.** This Agreement shall enure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns. Except as permitted pursuant to

Section 10 hereof, no party may assign or transfer, whether absolutely, by way of security or otherwise, this Agreement and/or all or any part of its rights or obligations under this Agreement without the prior written consent of CNAC.

22. ***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 hereunder by the Service Provider to the Service User for the administration and assignment of numbering resources in Canada as set out in the Industry Guidelines and in the CNA Agreement. The following list is provided for illustrative purposes only and the Service Provider shall, in addition to the following, provide the functions and services as 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](mailto:procedure@crtc.gc.ca) for publication on the CRTC website at [www.crtc.gc.ca](http://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;<sup>1</sup> 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).
- (2) 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.
- (3) 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.

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<sup>1</sup> 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.



## **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);
- (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](http://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.