



BERMUDA  
**REGULATORY  
AUTHORITY**

**Bermuda Telephone Company  
Model Access and  
Interconnection Agreement  
(Core/Residential)**

Final Decision and Order  
Matter: AI-1485  
Date: 27 December 2013

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## Introduction

1. The Regulatory Authority (the “RA” or “Authority”) hereby issues this Final Decision and Order concerning the Compliance Model Access and Interconnection Agreement for Residential Markets (the “Core/Residential MAIA”) proposed by Bermuda Telephone Company (“BTC”) and submitted to the RA on 19 November 2013, in response to the Authority’s Interim Determination dated 12 November 2013 AI-1044.
2. The Authority acknowledges the efforts expended thus far by BTC and potential Access Seekers to develop a draft Model Access and Interconnection Agreement (“MAIA”). The Authority has reviewed the comments and objections raised by potential Access Seekers.
3. Having considered the views of the various stakeholders together with the relevant provisions of the Electronic Communications Act 2011 (“ECA”) and the Regulatory Authority Act 2011 (“RAA”), the Authority has determined that the Core/Residential MAIA, dated November 18, 2013 (‘the BTC MAIA’), submitted by BTC must undergo the amendments identified in the schedule attached as **Annex 1** before it will be approved.
4. The Authority is aware that any further delays in the MAIA approval process, or implementation of the MAIA thereafter, will be harmful to both Access Seekers and the consumers of Bermuda. BTC is encouraged to cooperate fully with potential Access Seekers and devote the resources necessary to develop a Final Core/Residential MAIA that is complete and fully in line with the RA’s Final Decision and Order regarding Obligations for Operators with Significant Market Power dated 7 August 2013 (the ‘Remedies GD’).

## Objection and Mediation Guidelines

5. There are a number of matters that have had to be addressed in this Final Decision by the RA as a result of BTC’s failure to include certain elements into the MAIA. The RA has chosen to address these matters by taking a final decision on these matters without further consultation for the following primary reasons.

First, the MAIA is an important step in the liberalization of Bermuda’s electronic communications sector.

Second, the RA is of the view that, the expeditious implementation of wholesale services in Bermuda is of paramount importance to ensuring the Bermudian consumer is provided with a competitive electronic communications market.

Third, BTC has been invited, and has had sufficient opportunity to, provide the RA with these missing elements for consideration by all parties and has failed to do so.

6. Where the MAIA has been found to be fundamentally lacking in terms of material consequence it has been altered to include new language or to accept proposals by commenting carriers.
7. The RA's decision on these matters will remain final subject to the following narrow exception;

In the event an ICOL holder, for operational reasons only, is unable to adhere to a particular term ordered in this final Decision and Order either party will have the opportunity to object to that particular term.

- a. Objections must be made within 14 days of the effective date of this Decision and Order and must be supported by adequate documentation and written reasons in explaining the basis for the objection and proposing alternative language.
- b. This objection together with the supporting documentation will be assessed by the RA, first in accordance with paragraph 65 of the General Determination, second in accordance with the standards and reasons given by the RA in its Interim Decision and Order and/or the Final Decision and Order on this matter and finally, in the event the objection on its face appears reasonable to the RA, the objection, the explanation for the objection, together with the proposed alternative language, will be published to all other ICOL holders for comment and consideration.
- c. In the event the objection on its face does not appear reasonable to the RA, the RA will issue a decision rejecting the objection.
- d. In the event that no ICOL holder is opposed to the proposed wording change, the RA will make a determination on the issue taking into account whatever considerations it deems are relevant.
- e. In the event that one or more ICOL holders disagree with the proposed change, the party initiating the objection together with all parties disagreeing with the proposed wording change, will be invited to take part in a mediation the date and time of which will be set by the RA. The mediator will be appointed by the RA and may be a RA staff member. The RA in consultation with the parties will set the other terms of the mediation.

- f. The decision of the mediator will be final
- g. In any event, all mediations will be completed and decisions communicated to all ICOL holders by no later than 31 January 2013.

## **Retail Minus 15% Application to Circuits**

- 8. For the avoidance of doubt the Retail Minus 15% pricing structure is applicable only to terminating segments of leased lines (i.e. data tails) but not transport.

## **Billing Dispute Period**

- 9. BTC originally allowed access seekers 45 days under clause 6.6. of its draft MAIA to dispute an invoice. It was determined at paragraph 117 of the interim determination that access seekers ought to have 24 months in the absence of *“sound justification for adopting an alternative approach”*. Having considered the nature of the agreement any dispute between an access seeker and BTC would stem from, the RA proposes to allow access seekers 90 days within which to dispute a charge on its invoice or bill. The justification for this change from 24 months to 90 days is mainly due to the fact that, because a MAIA is designed to allow an end user the ability to benefit from BTC’s network, there is a likely possibility that any dispute concerning billing would originate with an end user. Under the BTC MAIA dated November 18, 2013, BTC is, for good reason, not allowed to have direct contact with an end user and would likely be notified of any billing dispute concerning its wholesale service by the access seeker. Assuming an access seeker will allow its end user customer 30-45 days from the date of invoice to object to a charge, the RA believes it would be reasonable to allow the access seeker a further 30 days to bring that dispute to the attention of BTC. The RA is also keen to allow time for the access seeker and the end user to attempt to settle the matter at the retail level before elevating the matter to the wholesale level. It is for this reason that the RA is of the view that 90 days is sufficient time to allow a charge dispute to be brought to the attention of BTC by an access seeker for the purpose of an objection.

## **Early Cancellation Charges**

- 10. In the BTC MAIA dated November xx, 2013, a carrier who terminates the MAIA before the end of the agreed initial term is required to pay an early cancellation

charge equivalent to 75% of the charges payable in respect of the remainder of the agreed term ('the Early Cancellation Charge'). Paragraph 5.5.5.1.1 of the Interim Determination has ordered BTC to remove this requirement and replace it with the requirement to pay a charge equal to the cancelling carrier's most recent month's invoice from BTC. This amendment was made in the Interim Determination subject to BTC's ability to "*establish that another fixed amount more adequately reflects the one-time and non-recurring costs associated with the provision of a regulated whole sale service*". In its most recent MAIA proposal, BTC has chosen not to alter the 75% early cancellation fee. TBI and Link have both sought to enforce the lower charge ordered in the interim determination.

11. The amount of the Early Cancellation Charge as proposed by BTC is not acceptable to the Authority. It appears the revised charge of the equivalent of the carrier's most recent month's invoice with BTC is not acceptable to BTC. BTC has had the opportunity to demonstrate that another amount is more suitable. It has chosen not to make alterations, nor has it adequately demonstrated how the Early Cancellation Charge adequately reflects the one-time non-recurring costs associated with the provision of a regulated wholesale service. In these circumstances, the RA has determined that BTC must alter clause 4.1 (Early Termination Fees) in accordance with the terms set out in the Interim Determination, namely, limiting the early cancellation charge made to a carrier to no more than the equivalent of the carrier's most recent month's invoice from BTC. If BTC wishes to alter this fee, it must do so by demonstrating that the new charge meets the test set out in the interim decision and repeated here and it must do so by way of submission for mediation in accordance with the guidelines set out at paragraph 7 above.

## **Explanations for some of the decisions taken by RA**

12. The table at Annex 1 included with this Decision contains the specific changes BTC has been ordered to make to its MAIA in summary form. Each material issue raised by the ICOL holders who submitted comments on BTC's MAIA has also been included in the summary table.
13. During the course of their submissions, TBI and Link noted several matters, which they believed ought to have been included in BTC's MAIA but were not (the 'Missing Terms'). The RA has considered each of the Missing Terms in turn and has taken a decision in respect of each of them. Whilst each of those decisions have been noted in the Summary Table at Annex 1 the RA is of the view that some of the conclusions reached by it and expressed in the table warrant fuller explanations. We provide those below;

## **(a) Provision of Services**

14. Link and TBI both took issue with the length of time BTC has proposed for providing its services under the MAIA. In some instances this could be as long as 15 days.
15. TBI complained that BTC's provisioning times were too long. It suggested that those times be amended to allow for quicker provisioning. The RA is chiefly concerned that the terms and conditions of any MAIA are at least as good as the terms BTC currently offers to its current retail and wholesale customers. TBI has not been able to demonstrate that the provisioning times offered in the MAIA are less favourable than those BTC is offering to its current wholesale and retail customers. Unless there is a positive showing that this is the case, the RA is not prepared to intervene on this issue at this stage.
16. Link's strategy for shortening the provision times was to propose an expansion of the scope of BTC's "Expedited Service" clause, which would see BTC provide services in a shorter period of time in exchange for a higher hourly rate. The original intention of BTC in offering an Expedited Service rate was to charge carriers an increased hourly rate for work done outside of normal business hours. Link's new definition damages this intention and does not take into account any operational expense or challenges BTC could incur by providing services faster than the time originally envisaged. For this reason Link's change to the definition of Expedited Service cannot be accepted by the RA.
17. For these reasons, the RA is not prepared to order that BTC shorten its provisioning times. The RA will consider doing so if any party (not limited to Link or TBI) is able to demonstrate that BTC offers faster provisioning times on a retail basis and/or on a wholesale basis. Any submission for reconsideration of this decision must be made in accordance with the Objection and Mediation Guidelines at paragraph 7 above.

## **(b) Fault Reporting**

18. The process for the reporting and resolution of faults is of considerable importance to the provision of wholesale services under the MAIA. BTC has not included any (or any adequate) timelines for fault reporting. It appears BTC is content for these matters to be dealt with on a "best effort" basis. Unfortunately, because of the potential magnitude and wide ranging effect a fault on the BTC network could have on end users, dealing with faults on a "best effort" basis is not sufficient.
19. BTC is therefore ordered to provide timelines for fault reporting setting out in sufficient detail the lengths of time within which a fault must be reported, to

whom the fault must be notified and the steps BTC will take to inform the carriers of the status of the faults together with a clear indication of how these procedures will interact with service credits. BTC should also provide escalation procedures for the handling of faults giving the titles and contact information of each party responsible for each stage of the escalation procedure. This portion of the MAIA must be entitled "Fault Reporting Procedures" and must be submitted to the RA no later than 5:00pm 10 January 2013.

20. Should the Fault Report Procedures submitted by BTC fail to meet the standard set out within this Final Order and Decision or should BTC fail to submit them within the stipulated timeframe, the RA will consider this a breach of this Order and consider levying sanctions against BTC for that breach.

### **(c) Maintenance Procedure**

21. Link has noted, and the RA agrees, that the provisions concerning maintenance as proposed by BTC are insufficient. There is a lack of particulars concerning how maintenance of BTC's network will be carried out, notified and scheduled by BTC. For similar reasons to those surrounding fault reporting (magnitude of the effect a downed network could have on the provision of services to end users by access seekers) the RA has determined that BTC's proposed procedures must be augmented.
22. BTC is hereby ordered to provide language within its MAIA in which it agrees to provide reasonable period of notice to Carriers prior to undertaking scheduled maintenance, agrees to provide as much notice as reasonable possible in the event of emergency unscheduled maintenance, sets out reasonable hours during which scheduled maintenance will take place ensuring that those hours cause the least amount of disruption to the end user as possible and provides service level credits the Carriers in the event maintenance is carried out in a manner not in accordance with the terms. This portion of the MAIA must be entitled "Maintenance Procedures" and must be submitted to the RA no later than 5:00pm 10 January 2013.
23. Should the Maintenance Procedures submitted by BTC fail to meet the standard set out within this Final Order and Decision or should BTC fail to submit them within the stipulated timeframe, the RA will consider this a breach of this Order and consider levying sanctions against BTC for that breach.

### **(d) Quality of Service**

24. BTC has not defined the term "85%" as regards Quality of Service (QoS) in schedule 3 of the BTC MAIA. It is important that all parties to a MAIA are

informed of what QoS they are contractually entitled to. For this reason, BTC is ordered to define QoS as follows;

*“The percentage of average speed to the customer over the course of a billing period. For clarity, a service which has been given an SLA of 85% is guaranteed to receive the described speed for an average of 85% during any given month of service”.*

25. Further, Link queried whether the limits placed on the level of QoS guaranteed to end users who have Premium Installation but have poor wiring should be clarified. The scenario raised by Link questions whether a user who has poor wiring but opts for Premium Installation should have their QoS guarantee removed completely. The RA has considered the matter and concludes that, in the limited circumstances where BTC carries out Premium Installation for an end user who BTC determines to have materially inferior wiring such that it cannot guarantee the requisite level QoS as a result of that wiring, BTC shall be required to notify the access seeker of the wiring issue and, in the event the issue is rectified, BTC’s QoS limitation on that end user will no longer apply. However, during the period the wiring issue remains unresolved, BTC is not required to provide QoS at the level set out in its MAIA.
26. In the event, for operational reasons, BTC or some other interested party takes issue with these decisions, those parties are invited to submit an objection in accordance with the Objection and Mediation Guidelines as set out at paragraph 7 above.

#### **(e) SLA Credits**

27. Link complains that the process for obtaining credits has not been clarified by BTC in its latest MAIA. The RA agrees. The RA also takes the view that the provision of credits for less than satisfactory performance under the MAIA is a material issue and one that warrants clear explanation. BTC has not provided sufficient clarity on this matter.
28. Link has proposed larger credits for failure to repair as well as a staggered approach. The RA disagrees with this approach. Repair within 7 days appears to be within line with market norms as well as the current service offered by BTC to its retail and wholesale customers. If any party has information that contradicts this, the RA invites them to submit such information for consideration.
29. Link has also suggested higher credits for delayed installation. The RA does not agree with Link for similar reasons as those concerning repair.

30. As regards claiming credits, in the absence of any alternative, the RA has decided that all SLA (or other) credits are to be applied at the MAIA level (i.e. between BTC and the access seeker) and are to be reconciled by way of deduction from the carrier's next monthly bill (unless otherwise mutually agreed between BTC and the carrier).
31. It is also of note that, although not immediately apparent, BTC has provided access seekers with an SLA concerning service generally. The application of the 7- day repair SLA guarantees that service will be provided by BTC to the access seeker at an average rate of 98% ( $365/7*100$ ) per annum. In default a 100% credit for that month's service will be applied to the following month's bill.

#### **(f) Modem Certification**

32. TBI and Link have raised various complaints concerning BTC's limitations on modems used to connect to BTC's network.
33. BTC has stated that it will limit the amount of modem models it will certify to only the model of modem BTC plans to provide. BTC has offered to sell the certified modems to ICOLs at landed cost plus a 5% handling charge. Carriers who choose not to use BTC's certified modems are warned that limitations will be imposed on the service provided to them by BTC as a result. Those limitations come in the form of BTC's refusal to;
  - a. Guarantee Quality of Service ('QoS') beyond the NID point;
  - b. Provide full access to its troubleshooting management software tool;
  - c. Engage in custom development to support remote management of BTC's modems;
  - d. Input or insert MAC addresses or other identifiers of non-certified modems into BTC's troubleshooting management system;
  - e. Provide premium installation for non-certified modems; or
  - f. Provide repair services to carriers to do not (or cannot because of installation)
34. Link's main complaint concerns the price BTC may require a carrier to pay for the certified modem. It has inserted wording that would see BTC provide the certified modems for use to connect to the BTC network at landed cost without any handling charge.
35. TBI has argued that BTC should not be able to place limitations on the service it provides to carriers purely as a result of them not being certified by BTC. TBI argues that BTC should only be able to provide limited service to carriers who

choose to use a different modem from those certified by BTC if those modems do not meet industry standards.

36. The RA finds it difficult to accept that BTC service to the end user would be materially compromised if the carrier used a modem other than one sold to it by BTC. For this reason the limitations placed on certified modems by BTC in its proposed MAIA are not accepted. Link's suggestion that BTC remove the handling charge attached to a BTC Certified modem, therefore, is no longer relevant. TBI's suggests that BTC be entitled to reject modems only in the event they do not meet industry standards is adopted by the RA. The wording proposed by TBI is accepted save and to the extent that BTC will be required to use any modem other than what has been provided by BTC during the course of a premium installation. BTC is not required to use any modem other than a BTC own supplied modem during the course of a premium installation.
37. The costs of any custom development efforts requested by the carriers to support remote management of non-BTC supplied modems must be borne by the requesting carrier and BTC is entitled to charge a reasonable price for the provision of such services.

#### **(g) Disconnection**

38. TBI argue that BTC's requirement that 30 days notice be given prior to termination of a service is inappropriate if that requirement is applied to the cancellation of a service between the carrier and the end user. TBI appears to suggest that BTC should allow carriers to disconnect from a service in the event the carrier disconnects from the end user without notice and/or on the same terms as the carrier has disconnected with the end user.
39. The contract between an end user and a carrier (although connected by service) is not commercially beneficial or detrimental to BTC directly. It would be contrary to a commercial agreement to expect BTC to forgive an early breach of its agreement by a carrier in the event that the carrier its self suffers a breach of its agreement with its end user. In the circumstances, the RA does not agree with TBI's position and will not require BTC to amend the wording of clause 4.1 beyond that which has been noted.

#### **Final Decision and Order**

40. In accordance with RAA section 63(1)(d) and Section 5.1.1 of the Remedies GD, BTC is hereby required to revise its the BTC MAIA to conform with the requirements set out in this Final Decision and Order. In particular, BTC is

required to make the changes identified in the Schedule at Annex 1 below and at paragraphs 19 and 22 above.

41. BTC shall be required to publish the approved Core/Residential MAIA on the first business day following the effective date of the Final Decision and Order (Core/Residential). BTC must then enter into A&I Agreements with any eligible Access Seeker that so requests no later than five business days following receipt of a written request for A&I pursuant to the approved Core/Residential MAIA. Any and all pre-existing A&I Agreements between BTC and ICOL holders that relate to the provision of the SMP wholesale services covered by the Core/Residential MAIA must be replaced by an agreement conforming to the Core/Residential MAIA template within five business days following the effective date of this Final Decision and Order.
  
42. BTC is also reminded of the transitional obligation placed on BTC at paragraph 33 of the Interim Decision and Order. For convenience, the relevant section is set out below;

*“With respect to the business wholesale services in question, BTC is currently providing equivalent services under commercial agreements that pre-date the new legal and regulatory framework. Because BTC has neglected to cover business wholesale services in its Draft MAIA, the Authority proposes to impose a transitional obligation on BTC requiring it to make the mandated Retail-Minus prices available under its existing commercial agreements to any ICOL holder that so requests. All other commercial terms contained in BTC’s pre-existing agreements for the provision of the equivalent of the wholesale business services in question (i.e., business voice, business broadband and leased lines) would remain in effect until the Business Annexes have been approved by the RA and incorporated into the Integrated MAIA. The transitional pricing obligation for BTC’s wholesale business services referred to above would take effect on the first business day following the date of the Authority’s Final Decision and Order approving BTC’s Core/Residential MAIA.”*

43. BTC is not only required to offer Residential Services at the retail minus 15% rate to any carrier who so requests, it is also required to offer all existing business services at the same rate (from the first business date following the effective date of this decision) despite the Business Compliance MAIA not being finalized.
  
44. This Final Decision and Order shall become effective on 8 January 2014.

## Important Dates

45. Below are the target dates and actions BTC must be aware of;

<b>Date</b>	<b>Action</b>
8 January 2014	Effective Date of RA Decision on BTC Core/Residential MAIA
9 January 2014	BTC required to Publish MAIA and enter into MAIA with any MAIA no later than 5 days after written request.
10 January 2014	BTC required to submit draft wording "Fault Reporting Procedures" and "Maintenance Procedures" to RA for approval by 5:00pm
16 January 2014	All pre-existing access and interconnection agreements between BTC and ICOL holders that correspond to SMP wholesale services covered by Core/Residential MAIA must be replaced by an agreement conforming with BTC Core/Residential MAIA.
22 January 2014	Deadline for submission Objections to Order
31 January 2014	Final Decisions on all Arbitrations under Objection and Mediation Guidelines

## Annex 1

The following table compiles, in summary form, all of the material comments received from carriers in response to the BTC MAIA.

The Table is organized into the following columns;

**Issue No:** This is a numbering system specific to this table and has been inserted for ease of reference.

**Carrier:** Refers to the carrier responsible for the comments in the adjacent column;

**Comment:** This is a summary of the comment made by a specific carrier;

**RA Comment:** This column contains the comments of the RA with regard to the comments made by each carrier;

**Required Change:** This column contains the amendments BTC is required to make the MAIA.

**Action:** This column has been inserted to allow the BTC to know what action is required of it before the RA will approve the MAIA. The columns highlighted in red contain changes that must be made to the MAIA by the RA.

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
1	Link	General	Would like the inclusion of non-SMP services in the MAIA	The RA disagrees with Link. Negotiation for the inclusion of Non-SMP services within the A&I should be done directly with BTC	No Change	
2	Link/TBI	General	Change "day" or "Working Day" to Business Day	The RA agrees with the Carriers.	Change "day" or "Working Day" to Business Day in the MAIA	Change
3	Link	Title	Change Title to "Model Access and Interconnection Agreement"	The RA agrees with Link's Changes	" <b>MODEL</b> ACCESS AND INTERCONNECTION AGREEMENT" "This <b>Model</b> Access and Interconnection Agreement (" <b>MAIA</b> " <b>or</b> the "Agreement")..."	Change
4	Link	General	Change all "Access and Interconnection Agreement" to MAIA	The RA agrees with Link's Changes	All A&I and Access and Interconnection Agreement should be changed to MAIA	Change
5	TBI	WHEREAS (c)	Wording to indicate that BTC will not have any direct or contractual relationship with the end user	It is not necessary to include this clause, since this is addressed in both clause 2.6 where BTC states that they shall only contact end users to inform them of termination of service.	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
6	Link	WHEREAS (c)	Wording modified to indicate that MAIA includes most favorable terms, the agreement may only be amended by mutual agreement of both parties, and that non-material changes (such as address, name of Carrier) can be made without notice to the RA.	One of the terms and conditions of the MAIA is that they include the most favorable terms. There is no need for this to be explicitly stated. BTC's current wording sufficiently indicates that only material changes need approval by the RA. Thus no change is needed	No Change	
7	TBI	WHEREAS (d)	Change to indicate that only BTC Acknowledges that changes to the MAIA must be notified and approved by the RA	It is important that both parties are aware that any modifications to the MAIA must be approved by the RA, therefore BTC is not required to amend this section	No Change	
8	Link	Definitions – Annex	Include definition of an Annex	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
9	TBI	Definitions - Business Day	Include definition to indicate a day upon which banks are generally open for business in Hamilton, Bermuda	Defining the term Business Day provides clarity to the MAIA, BTC should include this definition with link's proposed wording.	BTC to include term " <b><i>Business Day - means a day upon which banks are generally open for business in Hamilton, Bermuda</i></b>	Change
10	Link		Define Business Day to include hours between 9-5 Monday to Friday except local holidays			
11	Link	Commencement Date	Modify definition to allow carrier 5 business days before accepting commencement period	The RA does not agree with link's changes.	No Change	
12	Link	Dollar or \$	Include definition of Bermuda Dollar	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
13	TBI	Definitions - ECA	Include definition of the ECA	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
14	Link					
15	Link	Definitions - End User	Include definition of End User	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest		

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
16	TBI	Definitions – ICOL	Include definition of ICOL	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
17	TBI	Definitions - Initial Term	Request Clarification on why the initial term should be a minimum of 1 year	The RA believes that the initial term period is clear. BTC notes in this clause, that services may be provided on a month to month basis	No Change	
18	Link		Change Initial Term to Initial Service Period	Unnecessary		
19	TBI	Definitions - Rate Plan	Delete term Rate plan which addresses specific plans and the rates associated, due to its confusion with the term "Rates"	The RA sees no confusion. Rate Plan refers to the charges for a particular plan (i.e. 4Meg+Voice) where Rate refers to the charges or fees payable to BTC	No Change	
20	Link		Delete term Rate Plan - no explanation			

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
21	Link	<b>Definitions - Regulatory Authority</b>	Add RA to phrase	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
22	Link	<b>Definitions – Services</b>	Modify definition to indicate that Services are for the delivery of SMP services as specified in the SMP order	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
23	TBI	<b>Definitions - Service Period</b>	Include wording to indicate that the service period will deemed month to month if no service period is specified	Although the RA believes that TBI has a valid point, BTC could require Carriers to simply put "monthly" for a service period, indicating that services will be month to month. It is more efficient to require some response to avoid confusion	No Change	
24	Link	<b>Definitions - Service Order</b>	Included definition which means an order for service submitted by carrier and accepted by BTC through the attached order form in schedule 1	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
25	Link	Schedule	Modify wording to indicate that mutual agreement between parties is not required for amendment of a schedule and that it should be modified in accordance with these terms (do not state which terms they are referring to)	Unnecessary	No Change	
26	TBI	Final Paragraph proceeding "Definitions"	Changed Annexes to annexes	Agree with TBI's Grammar Edits	change "Annexes" to " <b>annexes</b> "	Change
27	Link		Change Order to Attachments	Unnecessary	No Change	
28	TBI	Introduction - 4th Paragraph	Change that BTC has complied "reasonably and practically" to "in full"	Unnecessary	No Change	
29	TBI	Introduction - 4th Paragraph	Add Agreement after A&I	Agree with TBI's Grammar Edits	"...in respect of this A&I <b>Agreement..</b> "	Change
30	TBI	Introduction (c)	Added wording including that BTC has complied with the RAIO guidelines in Annex A	Unnecessary as the RAIO process has not been initiated	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
31	TBI	2.1	Include clause in which BTC acknowledges that it will have no contractual or customer relationship with the end user	Since this is addressed in both clause 2.6, where BTC states that they shall only contact end users to inform them of termination of service, and also in Schedule 5 - General End-User Terms, it is not necessary to include this clause.	No Change	
32	Link	2.1	Remove wording which indicates that BTC agrees to the conditions - including without limitation the applicable provisions of any tariffs	Unnecessary	No Change	
33	Link	2.1	Grammatical Changes	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
34	TBI	2.2	Include phrase that states that service will be provided to carriers pursuant to orders submitted through the form in schedule 1	Unnecessary. The order process is straightforward	No Change	
35	TBI	2.1 (BTC) 2.2 (TBI)	Change working days to Business days in accordance with TBI's previous definition	Agree with TBI's change	"...reasonable prior notice shall be understood to be at least 10 <b>Business Days</b> prior notice."	Change
36	BCV	2.2	Modify wording so that Carriers agree that they will not use BTC's service for illegal purposes and that Carrier takes full responsibility should the End user use the services illegally	By signing the MAIA, The Carrier agrees that they will not use BTC's services for illegal purpose. This is also addressed in clause 9	No Change	
37	Link	2.3	Included wording to indicate that BTC may vary rates as permitted in section 4.1.3 of the Remedies GD	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	"...BTC may vary the regulated Rates only as permitted <b>in Section 4.1.5 of the Remedies GD...</b> "	Change

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
38	TBI	2.4 (BTC) 2.5 (TBI)	Include wording that BTC requires carrier to provide a security deposit should BTC's financial concerns about said carrier be deemed valid by the RA	BTC will not be required to provide service for any carrier who is not current (by BTC's standards). Should the RA determine that BTC's financial concerns are valid, the RA will assess the situation to determine what the next steps are.	No Change	
39	Link	2.4	Include undisputed to indicate that carriers are permitted to withhold disputed amounts	This change is unnecessary as clause 6.6 addresses permission of carriers to withhold disputed payments	No Change	
40	TBI	2.4 (BTC) 2.5 (TBI)	Include sentence indicating that carriers are permitted to withhold disputed amounts			
41			Change 15 days to 15 Business Days	The RA agrees with TBI's Changes	"For clarity, non-payment of undisputed invoiced amounts extending more than fifteen (15) <b>Business</b> days"	Change

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
42	BCV	2.4	Modify wording to indicate that BTC must provide the RA with sufficient reason to justify their financial concerns for another carrier, also that BTC will provision new services to carrier until the RA approves BTC's financial concern petition. Currently, BTC is not required to provide service unless the RA rejects their financial concern petition	The RA disagrees with BCV. It would make more sense for BTC to withhold provisioning of service while awaiting the approval/disapproval of the RA. Should BTC provide service to a carrier, and the RA approves their financial petition, BTC would have to take all the steps to terminate service, which could result in unnecessary termination of end user accounts associated with that Carrier	No Change	
43	TBI	2.5 (BTC) 2.6 (TBI)	Include clause which indicates that carriers lacking creditworthiness are required to pay a deposit equal to 1 month average forecast spending or \$50,000, whichever is lower	There is no need to define the amount of a security deposit as carriers have the opportunity to dispute this claim to the RA which will rule on the requirement of a security deposit. Thus this change is not necessary	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
44	Link	2.5	Include wording that indicates that carriers are to pay a security deposit equal to 3 months average spend	The RA agrees with BCV's wording. Carriers should be required to pay a security deposit should provide up to 3 month's forecasted spending	"Unless otherwise agreed to by BTC in writing, it is a condition precedent to this Agreement and to the provision of the Services, that the Carrier shall provide to BTC <b>a security deposit for up to 3 month's forecasted spending</b> against the Carrier's non-compliance with or non-observance of any of theFinal Draft - BTC Access and Interconnection Agreement – November 2013 – For Discussion Purposes Only Page 4 of 30 provisions of this Agreement (including without limitation the failure to pay outstanding undisputed charges)."	Change
45	BCV	2.5	Carrier should provide 3 months forecasted spend as a security deposit			
46	Link	2.5	Change "end user" to "End User"	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
47	TBI	2.6 (BTC) 2.8 (TBI)	Change "insolvent" to "ceases to carry on business or becomes"	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
48	TBI		Modify wording to indicate that BTC may communicate with end user only to inform them of termination of service	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

<b>Issue No</b>	<b>Carrier</b>	<b>Clause</b>	<b>Comment</b>	<b>RA Comment</b>	<b>Required Change</b>	<b>Action</b>
49	Link	2.7	Change "subsection" to "subclause"	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
50	TBI	2.9	Modify wording to indicate that BTC must be deemed insolvent by a competent authority	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
51	TBI	2.10	Delete wording that indicates that BTC must reasonably believe that a suspension in service is attributable to the Carrier's action	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
52	TBI	2.10	Delete wording "As required by the RA, the Parties agree as follows"	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
53	Link	3.1	Change "Initial Term" to "Initial Service Period"	Unnecessary	No Change	
54	Link		Change "Schedule" to "Service Order"			

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
55	TBI	3.2	Deleted clause as it discusses purchasing service at a Rate Plan, which is covered in clause 2.3	Unnecessary. Clause 3.2 discusses the purchasing of rate plans for the full service period, subject to sections 4 and 5	No Change	
56	TBI	4.1	Request clarification on whether the Early Termination fee pertains to customers who are disconnected for non-payment, and also whether cancellation of a specific service due to non payment would need 30 days written notice	The Early Termination Fee applies to any cancellation of service before the end of the term. No Change is needed as the RA believes this clause is clear. Further explanation can be found in paragraphs 38 - 39 above.	No Change	
57	TBI	4.1	Early Cancellation Charge should be equal to the most recent invoice as determined by the interim decision	Early cancellation charge will be equal to one month of the CP's most recent invoice. Further explanation can be found in Paragraphs 38-39 above	"Where the Carrier terminates a Schedule or Service prior to the end of the Initial Term, the Carrier agrees to pay to BTC an early cancellation charge equal to <b><i>one month of the CP's most recent invoice...</i></b> "	
58	Link		Early Cancellation Charge should be equal to the most recent invoice as determined by the interim decision, and other modifications that indicate that BTC can only amend prices subject to RA approval			

Change

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
59	Link	4.2	Modify wording to indicate that The RA must order a price change, grammatical changes, and reference to section 4.2, which states that a carrier may cancel with 30 days notice of a change in price	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
60	Link	5.1	Requests 24 months to dispute a tax which is in line with their request for a payment dispute period of 24 months.	The RA disagrees with Link's changes. To both the tax and payment dispute resolution periods. The tax dispute period shall remain as is.	No Change	
61	TBI		Included "similar taxes' in the explanation of which taxes the Carrier is responsible for paying	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
62	TBI	5.2	Delete wording that permits BTC to impose additional fees and charges on carriers	This change is Unnecessary as the RA must approve all additional fees and charges	No Change	
63	TBI		Include wording that indicates that any additional charges shall not be agreed upon in good faith	The RA understands Link's point, however this is not necessary, as BTC would need RA approval before additional charges are applied	No Change	
64	Link	5.2	Include wording to indicate that carriers will not agree in good faith to any additional governmental charges	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
65			Modify wording to indicate that Carriers will be subject to payment upon invoicing rather than on the Commencement Date	The RA disagrees with both TBI and Link's line of thinking	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
66	TBI		Modify wording to indicate that Rates for Service shall commence on the Commencement Date, and not be chargeable on the Commencement Data			
67	TBI	6.2	Modify wording to indicate that only fixed commercial and data charges should be paid in advance. For all other charges, TBI requests 90 days from the invoice date to make the payment	Disagree with TBI and Link. Advance payment is a common contractual obligation, and 30 days is sufficient time for carriers to make payments	No Change	
68	Link		Would like payment in arrears			
69			Modified wording to include that invoices are for Services provided to Carrier under section 5.1, and that statements will be submitted the same time as the monthly invoice	Unnecessary		
70	TBI	6.3	Include wire transfers to bank standing orders for method of payment	Carriers should consult with BTC to discuss other methods of payment.	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
71	Link	6.3	Include wording indicating that BTC should send invoice by email to ensure timely payment by the Due Date	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
72			Remove BTC's interpretation of a business day as the term is now defined.	Agree with Link's Changes	"..., following receipt by BTC, will take at least two (2) clear <b>Business Days</b> to register on the Carrier's account. To avoid late fees or a possible interruption of Service, Carrier should ensure that it pays its bills in accordance with the rules and regulations of its bank..."	Change
73	Link	6.4	Include wording to indicate that Failure of the Carrier to receive invoices does not constitute a valid reason for non-payment provided BTC use the emails provided by the carrier	The RA disagrees with Link's changes. Carriers are responsible for ensuring receipt of invoices and timely payment		

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
74	Link	6.5	Include email address updates as a requirement for Carriers	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
75	TBI	6.6	Modify wording to indicate that disputes for charges should be made in writing within 24 months, not 90 days	The time period for disputing charges is to be changed to 90 days. Further explanation can be found in paragraphs 9 above	"Any dispute to a charge or a service on a Carriers' bill must be made by writing to BTC within <i>ninety (90)</i> days of the date of that invoice otherwise Carrier will be deemed to have accepted such charges."	Change
76	Link					
77	Link	6.6	Modify wording to indicate that Billing Group representatives should attempt to resolve dispute before matter is sent to RA	Unnecessary as dispute resolution is outlined in clause 17.	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
78	TBI	6.7	Recommends that the RA is to approve interruption of service for accounts in default, and Carrier should be provided with 10 days notice of interruption	BTC should change wording to indicate that the RA must be notified prior to the interruption of service, however, since the RA must be notified of a possible Service interruption for accounts in default, it is not necessary that carrier's receive 10 days notice	"Upon notification of the RA, Accounts in default are subject to interruption of Service"	Change
79	TBI		Include wording that indicates that accounts in default not including any disputed amounts are subject to interruption of service, and	The RA believes that this change is unnecessary as clause 6.6 addresses the permission of carriers to withhold disputed payments,	No Change	
80	TBI		Deleted clause which required Carrier to pay an Early Cancellation Charge and reasonable expenses	The RA does not agree with TBI's proposed changes. Further explanation can be found in paragraph 38-39 above	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
81	TBI	6.9	Would like clarification on why a Carrier would no longer be eligible for service at a volume discount	Volume discounts may vary by the volume of the service or the length of the service commitment. Should the CP be no longer eligible to whatever discount was initially given, the carrier will be responsible for the non-discounted price	No Change	
82	TBI	7.1	Modify wording to indicate that The BTC must receive approval from the RA before suspension or terminating of Service	BTC is to change wording to indicate that the RA must be notified prior to the suspension or termination of service		
83	TBI		Request service be suspended or terminated due to failure of to pay undisputed amount of \$50,000 minimum	Clause should be revised so as not to include any amount. Suspension or termination of service is subject to RA notification for any amount. "Days" should be changed to "Business Days"	" <b>Subject to prior notice of the RA</b> , BTC may, upon no less than fourteen (14) <b>Business Days'</b> advance written notice to Carrier, suspend or terminate the Service:- 7.1.1 should BTC reasonably determine that the Carrier has engaged in a material unlawful use of the Service, or has materially interfered with BTC's electronic communications network or equipment; or 7.1.2 if Carrier otherwise commits a material breach of this Agreement, and has not cured such breach after having received fourteen (14) <b>Business Days'</b> advance written notice of such breach."	Change

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
84	BCV	7.1.2	Include subject to section 9.2.6 which addresses fraudulent use of service	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
85	TBI	7.2	Request that the RA give written approval for BTC to terminate Agreement, and recommend changing "days" to "Business Days"	BTC should be required to notify the RA before terminating agreement.	"..., or if Carrier fails to perform or observe any other material term or condition of this Agreement within thirty (30) <b>Business Days</b> after receipt of written notice from BTC of such failure, <b>subject to RA notification</b> , BTC may terminate this Agreement.	Change
86	Link	7.3	Rewording of clause which indicates that a Carrier may terminate service, not schedule, without cause prior to the end of service, instead of during an initial term	Unnecessary	No Change	
87	Link	7.4	Include: when in order to provide the Service as requested by the carrier "pursuant to an documented in a Service Order"	Unnecessary	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
88	Link		Include cancellation of "such" service			
89	TBI	7.5	Request that the RA give written approval for BTC to terminate Agreement due to winding up, insolvency, etc.	BTC should be required to get RA notification before terminating agreement.	"Either Party may terminate this Agreement immediately and at any time by giving notice <b>to both the RA and the other party:</b> "	Change
90	TBI		Include wording that indicates that Carrier will not incur an early termination charge should they terminate due to winding up, insolvency, etc.	The RA does not agree with TBI's proposed changes. Any termination due to insolvency, etc. should be negotiated with BTC	No Change	
91	Link					
92	TBI	7.6	Rewording of clause to indicate that BTC needs notification or direction of the RA to determine whether BTC does not have SMP and is no longer required to provide SMP	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
93	TBI	7.5.4	Delete "Threaten to cease" as a reason for terminating the Agreement	Unnecessary	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
94	Link	9.1	Modify clause 9.1 to include that BTC shall provide services in accordance with the SLA	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
95	Link	9.1.2	Grammatical Changes	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
96	Link		Indicate that warranty will not apply to non-conformance and non-availability as specified in the applicable table			

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
97	Link	9.1.3	Include wording that indicates that repeated breaches of the SLA give the Carrier the right to claim breach of the agreement	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
98	TBI	9.2.7	Request that RA give written approval for suspension or termination due to fraud	BTC is required to notify the RA for suspension and termination due to Fraud In addition, the RA agrees that the clause should be modified that both parties shall notify the other if either party becomes aware of any Fraud, and that the risk of fraud shall be borne by the responsible party	..." <b>Each Party shall notify the other immediately if either Party</b> becomes aware of any Fraud in respect of unauthorized or fraudulent use of the Service...The risk of Fraud shall be borne entirely <b>by the responsible party...With the notification of the RA</b> , BTC shall have the right at any time to immediately suspend or terminate a Service to protect against Fraud or to protect the integrity of BTC's Network."	Change
99	Link		Rewording of clause to indicate that the carrier shall notify BTC if they become aware of any Fraud on the part of the Carrier or its end users, and that the risk of fraud shall be borne by the Carrier unless BTC is responsible			
100	TBI	9.3	Deleted wording that indicates that parties are required to appoint representative for working groups	Unnecessary	No change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
101	Link	9.15	Include clause which requires BTC to notify link immediately should BTC become aware of any fraudulent use of service by the Carrier's end user	The RA agrees with Link's proposed changes, however this wording should be input in clause 9.2.7 which addresses fraudulent use	No Change	
102	Link	9.2.7	Rewording of clause to indicate that risk of Fraud is borne by CP unless BTC is responsible	Accept Link's changes. In addition, Clause should be modified to include notification of fraudulent use from both parties	<b>"Both Parties shall notify the other immediately if either party</b> becomes aware of an unauthorized or fraudulent use of the service...The risk of Fraud shall be borne entirely by the Carrier <b>unless investigation determines BTC is responsible or caused the Fraud"</b>	Change
103	TBI	9.2.7	Modify clause to indicate that BTC has the right to suspend or terminate a service to protect against Fraud subject to RA approval	BTC is required to notify the RA for suspension and termination due to Fraud. Wording should be changed to reflect this	"...Carrier shall pay BTC for all charges for the Service regardless of whether the purchase or use of the Service was fraudulent. <b>Subject to prior notification of the RA</b> , BTC shall have the right at any time to immediately suspend or terminate a service..."	
104	TBI	9.3	Deleted phrase "As required by the RA, the Parties agree as follows"	Unnecessary	No Change	
105						
106	BCV	11	Rewording of clause which is more in line with BCV's MAIA.	Unnecessary - this is more or less a reorganization of BTC's current Limitation of Liability Clause	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
107	Link	11.1	Grammatical Changes	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
108	Link		Rewording to clarify that			
109	TBI		although each party is made aware of a possibility of loss, neither party will be held responsible			
110	Link	11.2	Rewording to indicate that clause will not limit the provision of section 11.3, not section 11	The RA disagrees with Link's changes as it reduces the scope of liability to one clause rather than the entire section	No Change	
111	Link	11.2(b)	Change "Except as noted below" to "With respect to"	Unnecessary	No Change	
112	TBI	11.2	Modifies clause to indicate to separate limited liability from breaches of confidentiality	The RA disagrees with TBI. Breach of confidentiality is a form of liability, thus both parties are liable for breach of clause 13 as well.	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
113	Link	11.3	Grammatical Changes	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
114	Link	11.4	Include clause which indicates that the limitations of liability in clause 11 will not apply in respect of claims brought under clause 13	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
115	Link	12.1	Include reference to section 9.1.1, indicating that it is the responsibility of the Carrier to ensure that the Service provided meets its needs, and BTC will not be responsible for any failure of service not outlined in the agreement or SLA	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
116	Link	12.2	Removal of clause 12.2 in which BTC provides no warranty for the quality of performance of the service outside of this agreement	The RA disagrees with Link's amendments as BTC is not obligated to provide warranty outside of the MAIA	No Change	
117	Link	12.3	Include wording to indicate that the Carrier permits BTC to provide services specified under any service order	Unnecessary	No Change	
118	Link	13.1	Include wording to indicate that confidential information includes any End user information	Agree with Link's Changes	"...by the nature of the information itself, should reasonably be understood by the receiver to be confidential to the discloser ("Confidential Information"). <b><i>Confidential Information shall be deemed to include without limitation and End User information of the Carrier</i></b> "	Change

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
119	TBI	13.2	Deleting of wording that indicates parties are required by the RA to agree to confidentiality provisions	Unnecessary	No Change	
120	Link		Rewording to include BTC Confidential Information disclosure	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest		

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
121	Link	17	Rewording of clause 17 to outline new Dispute resolution procedures	The RA agrees with Link's Changes, and, in addition, clause should be modified to include that a dispute can be referred to the RA after 90 days, as is stated in section 55 of the RAA	<p><i>"The Parties agree to use their reasonable endeavors to resolve disputes without the requirement for escalation and/or the involvement of the RA by making use of the dispute resolution procedure set out in this clause unless the dispute is one to which the Billing Dispute provisions apply in which case those Billing Dispute resolution provisions shall apply. Nothing in this dispute resolution procedure shall prevent either Party: (a) exercising any rights and remedies that may be available in respect of a breach of the provisions of this MAIA; or (b) referring a dispute to the RA. A Party to the MAIA must initiate an MAIA Dispute by notifying the other Party's Contact in writing. The written dispute notice shall contain a description of the dispute in sufficient detail to reasonably allow the other Party to understand and, if applicable, investigate the situation giving rise to the dispute. Following such notice the Parties will use their reasonable endeavors to</i></p> <p><i>30 days of notification, involving where necessary the Management Group. If the dispute is not resolved within 90 (ninety) days, the dispute can be referred to the RA as per section 57 of the RAA. Any administrative charges payable to the RA for costs incurred in resolving the dispute shall be shared equally by the Parties unless the RA determines otherwise."</i></p>	
122	BCV					Change

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
123	BCV	18	Include new "Review" Clause which outlines the procedures of reviewing and modifying the MAIA	BCV's proposed changes are ideal in that they spell out how the review process will take place, however, inclusion of this clause does not seem necessary at this time	No Change	
124	Link	18.1	Include Contact information for Management Group Representatives as well as email addresses	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
125	Link	19.1	Rewording to include that non-material amendments to the MAIA can be made without RA approval	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
126	TBI	19.2	Rewording in line with RA's decision to allow assignments of agreements who are able to adhere to the obligations of the MAIA.	Unnecessary	No Change	
127	TBI	19.11	Include the protection of Confidential Information in clause as terms of the survival of the Agreement	Unnecessary	No Change	
128	Link	Schedule 1	Modification of Order form	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
129	Link	Schedule 2 - definitions	Include definitions pertaining to Interconnection Terms	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
130	Link	Schedule 2 - Clause 1	Modify wording to indicate that interconnections points must be mutually agreed upon, and that multiple points may be necessary	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
131	Link	Schedule 2 - Clause 5	Include clause which indicates that each party shall bare full responsibility for the integrity of their network	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
132	Link	Schedule 2 - Clause 7	Include wording to indicate that changing interconnection points requires RA approval	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
133	Link	Schedule 2 - Clause 9	Link believes that the technical upgrading and maintenance section is insufficient. In addition Link would like the notification period for technical changes to be 3 months instead of 4 months	Further explanation of maintenance procedures can be found in paragraphs 22 - 24 above. The RA does not agree with Link's proposed change of the notification period. This period will remain at 4 months	BTC is required to include maintenance procedures as ordered in paragraph above.	Change
134	Link	Schedule 2 - Clause 11	Include clause which indicates that each party is responsible for the integrity of their network	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
135	Link	Schedule 2 - Clause 13	Modify wording to indicate that the Rates for Interconnection will be based on those set out in Schedule 4, and not on tariff rates approved by the RA	The RA disagrees with Link's change, as rates will essentially be set to those approved by the RA	No Change	
136	Link	Schedule 2 - Fault Reporting	Mention that BTC's Fault reporting procedures are not sufficient, and also Modify fault reporting section and Definitions -moving it to Schedule 6	The RA agrees that BTC should provide more detailed Fault Reporting procedures, however, disagrees that Fault Reporting should be moved to section 6. Further explanation can be found in paragraphs 19 - 21 above	BTC is required to provide Fault Reporting Procedures as ordered in paragraph x above	Change
137	Link	Schedule 2 - Routing of Voice Services	Included clause which indicates the responsibilities for switching and routing voice services	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

<b>Issue No</b>	<b>Carrier</b>	<b>Clause</b>	<b>Comment</b>	<b>RA Comment</b>	<b>Required Change</b>	<b>Action</b>
138	Link	<b>Schedule 2 - Call Line Identification</b>	Included clause which indicates the passage of Call Line Identification Information	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
139	Link	<b>Schedule 2 - Voice Interconnection Charges</b>	Included Clause addressing LAC charges	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
140	Link	<b>Schedule 2 - Fraud</b>	Include clause addressing fraud procedures.	Unnecessary as it is addressed in clause 9	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
141	Link	Schedule 2 – Signatures	Indicate that the Schedule may only be amended with approval or a mandate from the RA	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
142	BCV	Schedule 2 - Cost of interconnections	Include wording to indicate that neither party will charge the other for the termination of traffic from the other Party's network, and also that a party may wish to purchase facilities from the other party to extend their network to the interconnection point. These rates will be based on BTC's tariff rates.	Since this agreement is based on SMP, it is not necessary to add this wording. This MAIA is for the provision of service from BTC to the Carrier. Should either party wish to agree to a settlement, another agreement not associated with the MAIA would need to be put in place. Also, should a party require additional facilities to extend their network, this should also be addressed in a separate agreement	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
143	TBI	Schedule 2 - Cost of interconnections	Deleted phrase "For clarity, the applicable rates are specified in the tariff	Unnecessary	No Change	
144	Link	Schedule 3 - Definitions	Included definitions of terms used within Schedule 3	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
145	TBI	Schedule 3 - first paragraph	Include wording to indicate that amendments to this schedule can only be made subject to the terms of the whole agreement	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
146	Link	<b>Schedule 3 - Additional Fees - Premium Installation</b>	Modify fees to include only 1 termination point and require BTC to seek approval for any additional work. Also adding that the installation rate shall only be charged if BTC has to visit the end user premises	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
147	TBI		change the price of premium installation from \$80 to \$60	It should be noted that the installation and other fees are not subject to the wholesale discount, however fees should be the same for wholesale Service as for retail Service.	No Change	
148	Link	<b>Schedule 3 - Additional Fees - Cancellation</b>	Modifications to clause which impose more regulations on Cancellation charges	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
149	TBI	<b>Schedule 3 - Additional Fees – Cancellation</b>	Change the price of cancellation from \$80 to \$60,	It should be noted that the installation and other fees are not subject to the wholesale discount, however fees should be the same for wholesale Service as for retail Service.	No Change	
150	TBI		Included wording that indicates that fees will only be incurred if the Carrier has been given reasonable notice of the relevant date and time, so that it may coordinate with the end user	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
151	Link	<b>Schedule 3 - Additional Fees - Call Out</b>	Include that Call Out rates are incurred when BTC has been requested by Carrier to visit the premises of an end user	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
152	TBI		Change the price of call out from \$120 to \$90, and	It should be noted that the installation and other fees are not subject to the wholesale discount, however fees should be the same for wholesale Service as for retail Service.	No Change	
153			Included wording that indicated that Call Out fees shall only apply to faults by the Carrier	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest		
154	Link	<b>Schedule 3 - Additional Fees - Upgrade/Downgrade</b>	Include fees for upgrade/downgrade and change of ownership	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
155	TBI	Schedule 3 - Additional Fees	Include wording that indicates that additional fees for installation can only be invoiced to the Carrier when the service has been completed to the satisfaction of both Parties	The RA disagrees with TBI's proposed changes. The Carrier will be invoiced as initially proposed by BTC	No Change	
156	TBI		TBI Believes that BTC's charges are excessive and are retail, not wholesale in nature.	It should be noted that the installation and other fees are not subject to the wholesale discount, thus no changes are needed.	No Change	
157	Link	Schedule 3 - Low/High Bandwidth & Entry/Termination Point Definitions	Removal of definitions as they have been placed at beginning of Schedule 3	Unnecessary	No Change	
158	Link	Schedule 3 - Quality of Service	Request clarification on what 85% Quality of Service entails	BTC is required to define 85% Quality of Service in Schedule 2. Further explanation can be found in paragraphs 25 - 27 above	<b><i>"A service which has been given an SLA of 85% is guaranteed to receive the described speed for an average of 85% during any given month of service"</i></b>	Change

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
159	TBI	Schedule 3 - Lead times for installation	TBI believes that the lead times proposed by BTC are excessive, and proposed shorter time periods	Installation time frames proposed by BTC should be the same as their retail customers. BTC should modify this section accordingly Further explanation can be found in paragraphs 15 - 18 above	BTC should modify installation times in accordance with those associated at the retail level	Change
160	Link	Schedule 3 - Expedited Installation	Included Expedited standard/premium installation	Installation time frames proposed by BTC should be the same as their retail customers. BTC should modify this section accordingly. Further explanation can be found in paragraphs 15 - 18 above.	No Change	
161	Link		Changed price from \$160 to \$120	It should be noted that the installation and other fees are not subject to the wholesale discount, however fees should be the same for wholesale Service as for retail Service.	No Change	
162	TBI	Schedule 3 - Additional Fees	Deleting of Non Pay Disconnect, and Non Pay Reconnect Fees	Installation and other fees are not subject to the wholesale discount, however fees should be the same for wholesale Service as for retail Service.	No Change	

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
163	Link	Schedule 3 - Service Credits	Link is concerned that the Quality of Service definition is not clear enough. This may cause problems with the SLA as it is not clear how 85% QOS is to be interpreted	A more detailed explanation of service credits can be found in paragraphs 27 - 31 above	No Change	
164	Link		Include wording indicating that 100% service credit will be provided for repairs taking more than 7 days from the Carrier's fault report	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest		
165	TBI	Schedule 3 - Modem Approval - first paragraph	Modify clause to indicate that the carrier will select the type and model of modem (which is to be approved by BTC), however BTC has no right to object any modem that complies with those currently used by BTC	The RA agrees with TBI and Link's line of thinking. Further explanation can be found in paragraphs 32 - 37 above	<b><i>"Carrier will select (subject to the approval of BTC) the model of modems to be used by end users. However, BTC has no right to object to and shall be deemed to approve a model of modem that complies with ITU G993.2 and ITU G992.5 Annex M for VDSL2 and VDSL2+ respectively"</i></b>	Change

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
166	Link	<b>Modem Certification</b>	Link believes that Carriers should have the opportunity to purchase modems from the vendor, and confirmation that BTC's landed costs + 5% handling fee are lower than the retail price			
167	Link		Modify wording to indicate that BTC should Guarantee QOS up to the NID if Carrier uses a modem that is not purchased by BTC		"BTC is not liable for QOS <b>beyond the NID</b> if end users are connecting using equipment <b>not approved by BTC</b> "	Change
168	Link	<b>Schedule 3 - Modem Approval - Second Paragraph</b>	Rewording of clause to indicate that BTC will provided limited access to ClearVision management tool for all modems, and those not certified by BTC will not used with this tool	The RA agrees with TBI's Changes. Further explanation can be found in paragraphs 32 - 37 above	"Carrier will be provided <b>with the necessary</b> access to BTC's ClearVision management system for use as a troubleshooting and remote management tool. This tool will not be usable for modems that have not been <b>approved</b> by BTC ( <b>in accordance with the preceding paragraph</b> )."	Change
169	TBI		Modify clause to indicate that BTC will provide the necessary access to their clear vision tool for carriers and that BTC may only approve modems, not certify.			

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
170	TBI	Schedule 3 - Modem Approval - Third Paragraph	Modify wording to indicate that BTC is not is not required to support remote management of modems not approved by BTC, instead of not certified	The RA agrees with TBI's Changes. In addition, the RA is of the view that any costs incurred in reference to custom development should be borne by the Carrier Further explanation can be found in paragraphs 32-37 above	"BTC is not required to engage in any custom development efforts requested by Carriers to support remote management of modems <b>not approved by BTC</b> in the ClearVision management system. BTC is not responsible for the entry of MAC addresses or other identifiers of devices <b>not approved by BTC. The cost of any custom development required is to be bourne entirely by the Carrier</b> "	Change
171	TBI	Schedule 3 - Modem Approval - fourth Paragraph	Modify wording to indicate that BTC will only provide premium installation for modems which are approved by BTC, not certified	The RA disagrees with TBI's modification. It would unduly burden BTC by requiring that technicians are trained in installing modems supplied by other carriers. Wording should be modified to indicate that Premium installation will only be done with BTC supplied modems. Further explanation found in paragraphs 32-37	"BTC will only <b>be required to</b> provide Premium Installation where modems <b>to those Carriers deploying BTC supplied modems.</b> "	Change

Issue No	Carrier	Clause	Comment	RA Comment	Required Change	Action
172	Link	Schedule 5 - 1(b)	Wording modified to indicate that the demarcation point has the same meaning as in Schedule 3	Although the RA believes that this amendment would Sharpen BTC's MAIA, the RA is not convinced that the MAIA without these changes would seriously hamper competitive entry into the wholesale access market, nor will these changes be detrimental to the public interest	No Change	
173	Link	Schedule 5 – 2	Wording replaced with the actual BTC website Customer terms to ensure the same terms apply to Carrier's end users.	Agree with Link's Changes. BTC's terms and conditions should be the same for end users as they are for BTC's retail customers.	(c) Customers are advised that there are technical limits ( <b><i>imposed by devices</i></b> ) to the <b><i>total number of devices which may be connected to, and work satisfactorily over, a single telephone access line</i></b> Exceeding <b><i>this limit</i></b> may result in degradation of the quality of service. <b><i>BTC will levy a charge for work performed by BTC to correct a problem caused by End User owned equipment or interior wiring at the End User premises</i></b> (d) <b><i>Where the access lines rented by an End User become overloaded, BTC may, in its sole discretion, require that the End User rent additional access lines.</i></b> (e) <b><i>Users are advised that there are technical limits (imposed by devices and <del>the</del> BTC network conditions) that affect broadband DSL services provided by BTC. Additional information on BTC broadband DSL services is available on BTC's website <del>at</del> at www.btc.bm.</i></b>	

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