

ITEM
650.36**Wholesale Full-MVNO Mobile Wireless Service**N
D**1. Service and Eligibility Description****Service Description**

The Service, as set out in Telecom Regulatory Policy CRTC 2021-130 (the “CRTC Order”) and as further defined herein allows qualifying Regional Wireless Carriers, as defined in this tariff, to purchase wholesale access to SaskTel’s Public Mobile Network (PMN) within the province of Saskatchewan permitting the Full-MVNO to provide retail mobile wireless voice, text (SMS and MMS) and data services to End-Users in Saskatchewan. Full-MVNO Mobile Wireless Service is a one-way GSM-based service, including 3G, 4G/LTE (excluding LTE-M), 5G, and any future GSM-based network generations SaskTel’s PMN publicly offers to the End-Users.

Prior to traffic being transmitted to the Full-MVNO’s systems the Service requires SaskTel’s core to manage Full-MVNO End-User mobility and anchor End-User sessions and to manage and inspect traffic as needed for proper system operation. Aside from this traffic management function, the core is otherwise not available to the Full-MVNO.

Functional access provided to a Full-MVNO consists of spectrum, towers and related facilities, and equipment located at tower sites. All other facilities and equipment required for a Full-MVNO, beyond the RAN, are excluded from the Services provided hereunder. For greater certainty, but without limiting the foregoing, the following assets and services are excluded from the Service:

- the core network, apart from the management functions described in the preceding paragraph,
- billing systems,
- customer care, and
- devices.

The Service includes seamless hand-off functionality for call transfer between the Full-MVNO RAN and the SaskTel RAN. Full-MVNO may opt out of this functionality if they so choose.

SaskTel may also provide the Service in this tariff on terms different from the tariffed terms pursuant to an agreement entered into between SaskTel and the Full-MVNO including any agreement which predates the issuance of this tariff, for the duration of the term of such an agreement. If a separate off-tariff agreement is not entered into, then these tariffed terms shall apply.

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1. Service and Eligibility Description – *Continued*

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Service Eligibility

Full-MVNO Mobile Wireless Service is available to qualifying Regional Wireless Carriers in any Tier 4 spectrum licensing area (as defined by ISED) where the qualifying carrier has mobile wireless spectrum at the Tier 4 level or higher, or TEL License area licensed to the Full-MVNO by ISED. This includes Tier 4 areas where they have partial facilities-based coverage and Tier 4 areas they have yet to enter.

The National Wireless Carriers are not eligible to purchase this tariffed service from SaskTel. Carriers that do not possess the required spectrum license, are also not eligible to purchase this tariffed service from SaskTel. Should Full-MVNO customers of SaskTel lose access to the required spectrum license - through sale, subordination, or other means – then those carriers will no longer be eligible for the service.

2. Definitions

“End-User” or “Retail Customer” shall mean individuals and Small Businesses, as defined within this tariff, with a valid legal relationship for domestic mobile wireless use issued by one of the Parties and using a GSM SIM (Subscriber Identity Module) and/or a GSM USIM (Universal Subscriber Identity Module) for use by that person or entity of mobile telecommunications service(s).

“Full-MVNO” shall mean a Regional Wireless Carrier who has purchased Full-MVNO service. In order to purchase the service, the Regional Wireless Carrier must have access to mobile wireless spectrum at the Tier 4 level or higher, as defined and licensed by ISED, within the Province of Saskatchewan. This includes Tier 4 areas where they have partial facilities-based coverage and Tier 4 areas they have yet to enter. TEL Licenses, as granted by ISED in the Province of Saskatchewan, also qualify. The qualifying spectrum may be either unencumbered or encumbered. The qualifying spectrum can be a License where the Full-MVNO is either the Primary Licensee or a receiver of a Subordinate License. Regional wireless carriers that share or subordinate spectrum with another wireless carrier in a joint network build or network-sharing agreement are eligible in the geographic areas covered by those licences. Should a Regional Wireless Carrier lose access to the required spectrum license - through sale, subordination, or other means – then that carrier will no longer be eligible for Full-MVNO service.

"GSM" means Global System for Mobile communications.

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"GSM Association General Assembly" or "GSMA" means that body of the GSM Association formed by the Members and Associate Members.

"HPMN" means Home PMN of the Full-MVNO, also referred to in Telecom Decision CRTC 2022-288 as 'Regional Wireless Carrier network'

"Industry Canada" or "ISED" shall mean the Ministry of Innovation, Science and Economic Development Canada of the Canadian federal government, and, where applicable, any successor ministries responsible for the regulation of competition within the telecommunications sector.

"IR.21" shall mean the GSMA Permanent Reference document Internetworking Document number 21.

"LAC" or "Location Area Code" means one or more 2G/3G cell sites grouped together where access to the services is made available in a geographic area

"MCC" – Mobile Country Code

"MNC" – Mobile Network Code

"National Wireless Carriers" means Bell Canada, Telus Communications Inc., and Rogers Communications Canada Inc., together with their respective affiliates, successors and assigns, and any other carrier(s) which may be designated from time to time by the CRTC as being subject to the limitation set out under Section 1 of this tariff.

"Operational Management Guide" or "OMG" means a mutual created document to detail operational contacts, typically 24-hour Network Operations Center (NOC), business contacts and escalation contacts for the Parties.

"Party" or "Parties" means SaskTel and the Full-MVNO.

"Private Network" is a network deployed for a specific customer or groups of customers, on which SaskTel's broader customer base does not have access to SaskTel's services.

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2. Definitions – *Continued*

"Public Mobile Network "or "PMN" shall mean a network that either Party owns and operates that complies with the definition of a GSM Network as set out in the Articles of Association of the GSM Association (AA.16).

"RAN" means a Radio Access Network associated to the VPMN and/or the HPMN.

"Regional Wireless Carriers" means a wireless carrier that is not a National Wireless Carrier; is registered with the CRTC as a 'Wireless Carrier' in Canada; has a Home PMN in operation somewhere in Canada (including RAN and core network); and is actively offering mobile wireless services commercially to Retail Customers.

"Reseller" means a reseller or MVNO that is registered with the Commission and is enabled to use the Services by the Full-MVNO.

"RF" means Radiofrequency

"Seamless Hand-off" is a mutually agreed method and architecture of Inter-PLMN handover specification that minimizes dropped calls and data sessions while End-User applicable sessions associated to the Services transition from the Full-MVNO RAN(HPMN) to the SaskTel RAN(VPMN) (only where RF coverage continuity exists). Seamless Hand-off is available between compatible 4G/LTE and 5G GSM networks in the Province of Saskatchewan. Seamless Hand-off between technology or service generations (such as 5G to 4G) is excluded unless/until publicly available to SaskTel's End-Users on SaskTel's RAN. 3G technologies and VPMN IP Multimedia Subsystem (IMS) interconnection is excluded.

"Service" the Full MVNO service described in Section 1 of this tariff.

"Small Business" or "SMB" or "Small-Medium-Business", for the purposes of this tariff item only, means an enterprise that has between 1 and 99 paid employees.

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2. Definitions – *Continued*

“TAC” or “Tracking Area Code” means one or more LTE cell sites grouped together where Roaming is made available in a geographic area.

“TAP” shall mean Transferred Account Procedure as defined and described in GSM Association Permanent Reference Documents.

“VPMN” (described in Telecom Decision CRTC 2022-288 as ‘the host network’) shall mean Visited PMN, which is SaskTel’s PMN delivering the Services.

3. Conditions of Service

1. The Full-MVNO must make a written request for the Service to SaskTel including the information described in Section 3.
2. The Service shall be offered in accordance with the following documents. In the case of any conflict, the following order of interpretation shall apply:
 - i. this tariff
 - ii. the agreement(s) signed between SaskTel and the Full-MVNO
3. This tariff becomes effective and available on the date on which the CRTC approves the tariff item. Implementation of services will depend on the successful completion of all required testing and implementation requirements as outlined in the technical documents referenced in Section 4 and sign-off by both Parties.
4. This tariff item is no longer available as of seven years after the date on which the CRTC approves the tariff item.
5. The Full-MVNO must ensure that any access to SaskTel’s Wholesale Full-MVNO Mobile Wireless Service on behalf of its Reseller or Full-MVNO End-Users occurs on the same basis, and with the same limitations, as set out in this tariff.

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D**3. Conditions of Service** – *Continued*

6. For the coverage area of SaskTel’s PMN, where the Full-MVNO license area is less than the coverage of SaskTel’s PMN, the services are limited to the license area under this tariff.
7. The Full-MVNO shall be registered with the CRTC as a ‘wireless carrier’.
8. The Full-MVNO shall supply the applicable Full-MVNO ISED account details, including Current Account Number and applicable License Number for the coverage area defined within Saskatchewan.
9. The Full-MVNO will provide their previously assigned MCC/MNC from the Canadian Numbering Administrator (CNA).
10. The Full-MVNO shall supply detail regarding the HPMN they have in operation in Canada, including certain detail regarding the architecture, location(s), vendor(s), and a publicly accessible link to the Retail Customer services they offer.
11. Other services or functionalities which the Full-MVNO may require in addition to the Service for operation in Saskatchewan and/or SaskTel’s PMN Coverage are not provided under this tariff, including but not limited to any interconnection services, 9-1-1 related services or any other facilities.
12. The Service provided by SaskTel to the Full-MVNO under this tariff are provided to the Full-MVNO as defined in their respective IR.21 Globally published through the GSMA, which may be amended from time to time.
13. To assist in SaskTel’s network and capacity planning and deployment the Full-MVNO will, on an annual basis, provide a forecast of the aggregate data, voice, and text service volumes to be used by End-Users in each Tier 4 area. This forecast is to be made available 30 days prior to the start of Service and for each year after that, within the last 30 days of the calendar year. The forecast is to be in a mutually agreed format, covering the subsequent twelve (12) months. This forecast should also identify any events, promotions, or significant changes to the Full-MVNO volume detailing particular service and/or technology use, special events/promotions (including location & duration) along with expected Service increase. For any events or promotions not identified in the forecast, an amended forecast can be provided as soon as the Full-MVNO becomes aware of the event or promotion.

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D**3. Conditions of Service** – *Continued*

14. The Service provided under this tariff is available to End-Users only when their devices are in the operating range of the available SaskTel PMN. The Service is available on an ‘as is/as available’ basis. SaskTel does not guarantee or warrant the performance, availability, coverage, uninterrupted use, security, or operation of the Service. The Service may be temporarily refused, interrupted, or limited at any time because of, among other things:
- i. Limitations of SaskTel’s PMN;
 - ii. Atmospheric, topographical, or other factors;
 - iii. Equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the Service, provided that the services provided to an End-User with the ability to access voice and data services at a level of quality comparable to that offered for similar services to SaskTel’s own End-Users.
15. SaskTel will not be under any obligation to provide the Service to Full-MVNO End-Users in a form other than as described herein regardless of representations made by the Full-MVNO to their customers.
16. Limitation of Liability and Indemnification
- i. Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in the SaskTel's facilities, then if rates, fees, or other charges were paid by the Full-MVNO for services that were not delivered SaskTel's liability is limited to a refund of those rates, fees, or charges, on request, proportionate to the length of time that the problem existed. No request is necessary where a problem in service lasts 24 hours or more from the time SaskTel is advised of the problem. However, where the problem is occasioned by SaskTel’s negligence, SaskTel is also liable for the amount calculated in accordance with section 16(ii) of this tariff.
 - ii. These Terms do not limit SaskTel’s liability in cases of deliberate fault, gross negligence, anti-competitive conduct, breach of contract where the breach results from the gross negligence of SaskTel, or disclosure of confidential information contrary to this tariff.

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3. Conditions of Service – *Continued*

- A. Except with regard to physical injuries, death, or damage to Full-MVNO End-User's premises or other property, occasioned by its negligence, SaskTel's liability for negligence, and for breach of contract where the breach results from the negligence SaskTel, is limited to three (3) times the amounts refunded or cancelled in accordance with section 16(i) of this tariff.
- B. SaskTel is not responsible for:
 - i. libel, slander, defamation, or the infringement of copyright or other unlawful activity arising from material or messages transmitted over SaskTel's facilities;
 - ii. the infringement of patents arising from the combining or using of the Telecommunications Provider's facilities with the SaskTel's facilities; or
 - iii. damages arising out of the act, default, neglect, or omission of the Wholesale Roaming Customer in the use or operation of facilities provided by SaskTel.
- iii. When facilities of third parties are used in establishing connections to or from facilities under the control of a Full-MVNO, SaskTel is not liable for any act, omission, or negligence of the third party.
- iv. In the provision of interconnection Services, SaskTel is not responsible to the Full-MVNO End-User's for end-to-end service.
- v. The Full-MVNO shall indemnify and hold harmless SaskTel from any damages or third-party claims (including legal fees or other costs of responding to such claims) arising out of the circumstances listed in Item 16(ii)(B) or from any act or omission of any of the Full-MVNO, any of its resellers or mobile virtual network operators it hosts on its network, or any End-Users.

4. Devices, Network, and Facilities

- 1. SaskTel has, and tracks several other, equipment identification registers ("Blacklists") to track devices that have been reported stolen, or otherwise reported as lost. If any device used by a Full-MVNO End-User is identified as stolen or unauthorized equipment that is registered in a tracked Blacklist SaskTel has access to, SaskTel shall have the right to prevent usage of such equipment on its network and may intercept any calls made by such equipment.
- 2. Where SaskTel notifies the Full-MVNO of any devices SaskTel believes have been stolen, the Full-MVNO shall suspend such devices.

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4. Devices, Network, and Facilities – *Continued*

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3. The Full-MVNO may not sell or otherwise provide devices for use with the Service, including all modifications thereto, unless such devices: (i) are capable of operating on the Full-MVNO's PMN; (ii) initially have and continue to have PCS-Type Certification Review Board (PTCRB) approval; and (iii) comply with all applicable laws, rules, and regulations, including the rules and regulations pertaining to handset certification and compliance established from time to time by ISED.
4. The Full-MVNO shall ensure that the devices of End-users are able to receive applicable codes (for example: 3GPP TS 51.010-1 V5.5.0 (2003-09) standard Cause Code 13: "Roaming Not Allowed in this Location Area") from SaskTel in order to deny access of any such device in a particular geographic area and in order to prohibit such device from reattempting registration on SaskTel's available PMN until it has moved into another geographic area.
5. SaskTel reserves the right to exclude complex devices from its network. If the Full-MVNO allows devices that a) have a very distinct purpose that is different from any of the devices offered by SaskTel to its own subscribers and/or b) SaskTel reasonably believes could adversely affect operation of SaskTel's PMN or other End-Users of SaskTel or otherwise has concerns with regard to such devices, these devices will be classified as 'Complex devices'. SaskTel will provide written notice to the Full-MVNO advising of the presence of Complex devices and may require SaskTel and the Full-MVNO to mutually investigate, test and qualify to rectify or remove the Complex devices prior to their operation on SaskTel's PMN. If the Complex device is found to be similar in nature to devices SaskTel End-Users at the time are permitted to use on the SaskTel PMN, the Full-MVNO End-User device will not be considered a 'Complex device'.
6. SaskTel does not make any representations that the End-Users of the Full-MVNO, while being provided Service on SaskTel's PMN, experience will be equivalent to conditions of service while outside of SaskTel's PMN, as long as the access to voice and data services provided to the End-User of the Full-MVNO while serviced by SaskTel's PMN are at a level of quality comparable to that offered for similar services to SaskTel's own End-Users.

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D**4. Devices, Network, and Facilities** – *Continued*

7. The Full-MVNO acknowledges and agrees that SaskTel shall not be obligated to offer or provide a quality, functionality, technology, service, or level of service, including but not limited to data transmission speeds, technology or a generation of GSM technology, for the Services which is in excess of the lessor of:
 - i. what the Full-MVNO offers to its End-User anywhere else
 - ii. what SaskTel offers its own End-Users
8. If SaskTel has decommissioned a network generation that is still in use by a Full-MVNO (for instance, 3G), SaskTel will offer the Full-MVNO access to next highest available network generation (such as 4G/LTE in the absence of a 3G network) without throttling the speed of the Full-MVNO access service down to the equivalent of Full-MVNO HPMN, unless mutual agreed to.
9. If at any point the Full-MVNO offers some service or level of service, quality, functionality, technology, to its End-Users which SaskTel does not offer its own End-Users, by no means is SaskTel under any obligation to provide the same to the Full-MVNO End-Users. The Services are not guaranteed for the Full-MVNO's access, availability and/or suitability of the Services.
10. It is SaskTel's sole right to offer services leveraging spectrum blocks available to SaskTel while adhering to then applicable regulations and applicable technical standards. It is SaskTel's sole discretion regarding timing and services available per band and/or combination of bands, among other things.
11. The rights to the use of any radio frequencies licensed to SaskTel by ISED are entirely SaskTel's, subject to permitted use by the Full-MVNO and the Full-MVNO End-Users only in accordance with this tariff.
12. It is solely up to the Full-MVNO to ensure their End-Users' devices are compatible with SaskTel's available services, and future services, while adhering to the specification outline in this Section 4.

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4. Devices, Network, and Facilities – *Continued*

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13. If SaskTel is implementing a network change within an existing Service or technology family supplied to the Full-MVNO through this tariff, and SaskTel provides notice to SaskTel's own End-Users regarding the network change, SaskTel will use commercially reasonable efforts to provide at least ninety (90) days notice to the Full-MVNO. Network Changes can be made unilaterally by SaskTel, where the network change affects all End-Users in a similar manner, irrespective of their wireless carrier, to prevent unjust discrimination
14. Where SaskTel intends to turn-down any of the services and/or technologies, including 3G, UMTS, HSPA, LTE, or any GSM-based network protocols, on the SaskTel PMN made available via this tariff, SaskTel shall provide eighteen (18) months prior written notice to the Full-MVNO.
15. Prior to future launch of any subsequent technology, service, architecture, settlement, or any other such changes subject to the CRTC Order, SaskTel and the Full-MVNO shall complete Network and Billing testing according to the GSMA Permanent Reference Documents, as same may be amended by SaskTel upon written notice to the Full-MVNO in order to conform with any modifications adopted by the GSMA, and according to the provisions set out in the applicable GSMA Permanent Reference Documents Annex.
16. The Service will be offered on SaskTel's network as subject to the CRTC Order, operated as PMN 302-780 within the Province of Saskatchewan, as modified from time to time. The Service will be delivered as-is, and as-available to SaskTel's own End-Users of that PMN, excluding Private Networks, but including Joint-network builds. All other wireless networks SaskTel may operate and/or may have access to, including roaming agreements, network sharing, or any other agreement(s) governing SaskTel access to another operators' network through roaming, are excluded. The Full-MVNO is responsible to secure their own agreements and access to any other operator covering the ISED Tier 4 license areas the Full-MVNO has access to outside the Province of Saskatchewan.

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4. Devices, Network, and Facilities – *Continued*

17. If the Full-MVNO expands or deploys their own RAN near, adjacent to, or overlapping to the SaskTel PMN, the Full-MVNO will adhere to:
- a. The Full-MVNO shall strive to avoid any capacity offloading in areas where both Parties may have networks. The Full-MVNO will ensure that its devices preferentially seek out the Full-MVNO Network and do not seek out the SaskTel PMN when there is sufficient signal strength that can provide service on the Full-MVNO Network. This can also be further aided if the Full-MVNO has a network or system means such as “Border Gateway Controller” to further control the network ‘edges’. If mutually agreed by the Parties on a case-by-case basis, especially if the practices prove ineffective, TAC/LAC blocking by SaskTel in Saskatchewan may be implemented in the future.
 - b. In the event the Full-MVNO network near, adjacent, or overlapping to the SaskTel PMN suffers a significant outage (“Failed Users”) of the Full-MVNO within SaskTel’s PMN, the Full-MVNO shall advise SaskTel of such failure within (1) hour of occurrence according to SaskTel contact details in the Operational Management Guide. The Parties will monitor and if the resulting Failed Users are adversely affecting SaskTel’s Network, SaskTel End-User experience, or otherwise negatively impact SaskTel’s systems operation and/or performance, SaskTel will have the option to, in this order, with reasonable notice including supporting data/statistics, to the Full-MVNO:
 - i. Limit Services (i.e.: Throttle) within the impacted area
 - ii. Suspend Service of the Failed Users and/or other users in the affected area

The means afforded in this clause are only available:

- i. If the Full-MVNO notifies SaskTel and/or SaskTel detects an issue and provides one (1) hour notice to the Full-MVNO Operational Management Guide NOC contact prior to taking action.
- ii. UNTIL the Full-MVNO notifies SaskTel that the failure condition has been fully resolved, including supporting data/statistics.

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4. Devices, Network, and Facilities – *Continued*

18. If the Full-MVNO expands or deploys their own RAN near, adjacent to, or overlapping to the SaskTel RAN, and it is found that sufficient RF coverage continuity will exist between SaskTel's RAN on one-hand and the Full-MVNO RAN on the other hand, SaskTel shall work in good faith to make available Seamless Hand-off to the Full-MVNO for the applicable Services supplied via this tariff. The Full-MVNO agrees that certain detailed architecture and operational information about the Full-MVNO RAN and associated core network and facilities will be required to be shared with SaskTel to provision Seamless Hand-off.

i. Request of Seamless Hand-off

The Full-MVNO will provide written request to SaskTel, according to the contact outlined in the OMG, for Seamless Hand-off after the successful launch of Services as outlined in Section 650.36-4(32) of this tariff. This request shall provide mutually agreed format of the Full-MVNO RAN coverage predictions and cell site detail that outlines both the 'edges' of the Full-MVNO RAN, as well as the 'in-footprint' coverage gaps of the Full-MVNO RAN, where Seamless Hand-off is requested. If the Full-MVNO and SaskTel mutually agree that the data exchanged indicates sufficient continuity of coverage between RANs, the request will advance to the Provision of Seamless Hand-off.

ii. Provision of Seamless Hand-off

The Full-MVNO and SaskTel will designate Single Points of Contact (SPOC) to prime meeting schedule, Subject Matter Experts (SMEs) contacts and information exchanged to initiate discussions regarding Seamless Hand-off scheme and architecture. The Full-MVNO will be required to outline certain vendor, software patches, Seamless Hand-off schemes supported, among other details regarding the Full-MVNO RAN and associated core network and facilities. The Provision of Seamless Hand-off will define the mutually agreed:

Data exchange format (.csv, other.)

Data exchange schedule (day of month)

Data exchange scheme (sftp, other...)

Operational contacts for both Parties

Change notification contacts for both Parties

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4. Devices, Network, and Facilities – *Continued*

Other details as mutual agreed as required

Once the Full-MVNO and SaskTel agree to the required items in the Provision of Seamless Hand-off, the process advances to Prior to Implementation of Seamless Hand-off.

- iii. Prior to Implementation of Seamless Hand-off
The Full-MVNO will provide, in a mutually agreed format outlined in section 650.36-4(18)(ii) of this tariff, initial cell site and applicable associated facilities information regarding the Full-MVNO's RAN associated to the request of Seamless Hand-off. Once the information provided is accepted by SaskTel, SaskTel shall undertake commercially reasonable efforts to implement the necessary initial implementation within ninety (90) days of the receipt of the data, or such later date as agreed upon by the Parties, subject to any unforeseen technical issues that may arise, prior notifications issued by SaskTel to the Full-MVNO, or any delays caused by the Full-MVNO.
- iv. After implementation of Seamless Hand-off.
The Full-MVNO will provide, in a mutually agreed format, schedule, and transfer scheme, outlined in section 650.36-4(18)(ii) of this tariff, updated cell site and applicable associated facility information about the Full-MVNO RAN clearly indicating the material change impacting Seamless Hand-off ("SHO Change Notification"). Within seven (7) days, or such longer period as may be agreed to by the Parties, after a SHO Change Notification is acknowledged by SaskTel, SaskTel shall provide updated cell site information relevant to the SHO Change Notification to the Full-MVNO. SaskTel shall undertake commercially reasonable efforts to implement any necessary adjustments within thirty (30) days of acknowledging a SHO Change Notification, or such later date as agreed upon by the Parties, subject to any unforeseen technical issues that may arise, prior notifications issued by SaskTel to the Full-MVNO or any delays caused by the Full-MVNO.

19. SaskTel will be responsible for addressing any interception of private communications court orders and warrants relating to SaskTel's PMN served on SaskTel by any appropriate governmental authority.

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4. Devices, Network, and Facilities – *Continued*

20. In the event that the Full-MVNO is served with court orders or warrants in connection with interception of private communications on SaskTel's PMN, the Full-MVNO shall advise the concerned governmental authority to issue the court order or warrant to the contact as advised by SaskTel in an agreed format from time to time.
21. SaskTel will be entitled to any and all fees received from the appropriate governmental authority in connection with lawful interception of private communications requests on SaskTel PMN.
22. SaskTel may offer LAC/TAC blocking either upon request of the Full-MVNO, or as required, to ensure Full-MVNO operates in the intended Tier 4 license area(s) according to their spectrum license.
23. SaskTel does not guarantee LAC/TAC areas will match exactly the desired geo areas as defined by the Full-MVNO and/or by the ISED defined Tier 4 license areas. SaskTel is under no obligation to modify to match these areas, nor required to provide 'tower' or 'IMSI' level blocking to accommodate any request.
24. The Service provided by SaskTel to the Full-MVNO under this tariff are provided through 'Indirect Interconnection' through a third party, as defined on each Party's IR.21. This includes the data, signaling, billing and any other information flow as defined in the Conditions of Service for all GSM technologies and protocols related to the provision of the Services available through this tariff. SaskTel will make available, upon request, to the Full-MVNO a Direct Interconnect option when both SaskTel and the MVNO have both notified each other six (6) months prior to the intent to publicly offer 5G Stand Alone (SA) Service respectively in the Province of Saskatchewan. SaskTel and the Full-MVNO will mutually agree on the terms, architecture and location within the Province of Saskatchewan of the Direct Interconnection to support the 5G Stand Alone Service available to End-Users.
25. SaskTel is not obligated to modify any additional specific facilities either directly with the Full-MVNO or any other third party

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4. Devices, Network, and Facilities – *Continued*

26. The required data path for the usage of the Full-MVNO End-Users while within the coverage area of SaskTel's PMN, will be available via Indirect Interconnection. This tariff does not include any direct data path interconnection between SaskTel and the Full-MVNO until both Parties have 5G Stand Alone Services publicly available to End-Users.
27. This Agreement does not include any direct signaling interconnect between SaskTel and the Full-MVNO, or any other third party, regardless of format.
28. All originating and terminating voice traffic to and from the SaskTel PMN will transit via SaskTel's local exchange interconnects and long-distance facilities.
29. SaskTel and the Full-MVNO shall implement billing and accounting according to the GSMA Permanent Reference Documents and the provisions set out in the applicable GSMA Permanent Reference Documents Annex.
30. SaskTel will provide the Full-MVNO with maps of the SaskTel PMN, in a mutually agreed to electronic format, and shall provide updates to such maps when material changes are made to the SaskTel PMN.
31. SaskTel and the Full-MVNO will complete all required pre-implementation testing according to the GSMA Permanent Reference Documents and the provisions set out in the applicable GSMA Permanent Reference Documents Annexes outlined in the following documents:
 - i. the Annexes typically associated to GSM Association 'Domestic Roaming Agreement' AA.12 and GSM Association Permanent Reference Document (PRD) – Common Annexes (AA.13)
 - ii. relevant technical specifications
 - iii. all binding GSMA Permanent Reference Documents
 - iv. those non-binding GSMA Permanent Reference Documents which are agreed to by SaskTel and the Full-MVNO and are specifically set out in the Annexes.

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4. Devices, Network, and Facilities – *Continued*

32. The services provided by SaskTel to the Full-MVNO under this tariff will be made available to the Full-MVNO End-User when the conditions of pre-launch testing are successfully completed and a mutually agreed ‘Launch Date’ is signed by both Parties outlining, among other things, what date the launch is effective, which services and technologies are available and for which End-Users of the Full-MVNO the Services are made available too.
33. The Parties agree that they will not use the intellectual property rights of the other Party, including but not limited to logos, trademarks, service marks or trade name or any derivative thereof of the other Party or any of its affiliates in any event without prior written consent of such Party. The CRTC, as a condition of offering and providing wholesale MVNO access service, prohibits wholesale MVNO access providers from preventing regional wireless carriers and MVNO resellers from disclosing the identity of their wholesale MVNO access provider(s) to their current or potential end-users. This condition applies to all wireless carriers and MVNO resellers, regardless of the network technology being used.
34. It is the responsibility of the Full-MVNO to ensure that their systems and/or End-Users do not:
- i. Interfere with, impair, or otherwise affect, cause damage to any of SaskTel’s facilities or its connecting facilities with third parties.
 - ii. Create hazards to SaskTel’s employees or the public
 - iii. Impair, interfere with, or affect in any way the privacy of any communication carried over SaskTel’s facilities
35. The full-MVNO and SaskTel shall comply with the procedures and provisions concerning fraudulent or unauthorized use by the Full-MVNO End-Users set out in the GSMA Permanent Reference and Permanent Binding Documents.
36. If the Full-MVNO operations are not in accordance with the preceding, SaskTel has the right, with reasonable written notice, and without liability, suspend or terminate access to any or all of the Services made available under this tariff.

ITEM
650.36**Wholesale Full-MVNO Mobile Wireless Service**

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5. Rates

Rates will be commercially negotiated and agreed upon in the Full-MVNO Mobile Wireless Service Rate Agreement for the Service components made available through this tariff. Upon the fully executed written agreement of Rates between SaskTel and the Full-MVNO, the rates will remain in effect for a period of twenty-four (24) months from the last signature of the Agreement. Until new rates are agreed to in writing, the previous in effect rates will remain applicable. The new agreed rates will be effective as of the 1st day of the month following written agreement.

End