



Telecom Order CRTC 2020-60

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Ottawa, 14 February 2020

Public record: Eastlink Tariff Notice 40 and 1011-NOC2018-0459

Terms and conditions of access to the cable carriers' aggregated wholesale high-speed access services

The Commission directs Cogeco, Eastlink, RCCI, Shaw, and Videotron to make certain revisions to the terms and conditions of their aggregated wholesale high-speed access (HSA) services, also known as third-party Internet access (TPIA) services, reflecting the Commission's determinations set out in Telecom Decision 2018-458 and in this order. The Commission considers that, in accordance with the 2019 Policy Direction, its determinations in this order can promote increased competition, affordability, consumer interests, and innovation in the HSA service market.

Introduction

1. The Commission regulates the aggregated wholesale high-speed access (HSA) services (hereafter, HSA services) provided by large cable carriers. These services are also known as third-party Internet access (TPIA) services. In Telecom Decision 99-8, the Commission considered, among other things, that a condition of the provision of these services would be that they are available for resale.
2. In Telecom Decision 2018-458, the Commission determined, among other things that Frontier Networks Inc. (Frontier) is permitted, pursuant to the HSA service tariff of Bragg Communications Incorporated, carrying on business as Eastlink (Eastlink),¹ to resell HSA services to other resellers. The Commission also determined that it would be appropriate to make modifications to Eastlink's tariff to (i) include a specific term permitting HSA service customers (customers)² to resell HSA service on a wholesale basis to their own customers (wholesale customers),³ and (ii) remove any terms that restrict to retail Internet services and voice over Internet Protocol (VoIP) services the services that a customer can offer.
3. Also in that decision, the Commission noted that Cogeco Communications inc. (Cogeco), Rogers Communications Canada Inc. (RCCI), Shaw Cablesystems G.P. (Shaw), and Videotron Ltd. (Videotron) [collectively, with Eastlink, the cable carriers], have similar terms relating to the resale of HSA services and similar restrictions on service offerings in their respective HSA service tariffs.

¹ Eastlink's HSA service tariff is referred to as its TPIA General Tariff in Telecom Decision 2018-458.

² Refer to paragraph 72 of this order for the definition of "customer."

³ Refer to paragraph 76 of this order for the definition of "wholesale customer."

4. The Commission therefore initiated a proceeding, in Telecom Notice of Consultation 2018-459 (the Notice), in which it directed Cogeco, RCCI, Shaw, and Videotron to show cause why the determinations set out in Telecom Decision 2018-458 regarding the resale of Eastlink's HSA services and the required modifications to the company's HSA service tariff should not also apply to them.
5. On 10 January 2019, Eastlink filed Tariff Notice (TN) 40, in which it provided revised tariff pages that (i) reflected the Commission's determinations set out in Telecom Decision 2018-458, and (ii) included new proposed provisions regarding its HSA services.
6. The Commission received interventions regarding TN 40 from the Canadian Network Operators Consortium Inc. (CNOc), City Wide Communications Inc. (City Wide), Frontier, and the Public Interest Advocacy Centre (PIAC).
7. On 28 January 2019, Cogeco, RCCI, Shaw, and Videotron filed their respective responses to the Commission's directive set out in the Notice.
8. The Commission received interventions regarding the Notice from CNOc, Distributel Communications Limited (Distributel), Frontier, and Rothschild & Co. (Rothschild).
9. By letter dated 24 July 2019, the Commission merged the proceedings related to TN 40 and the Notice, since both proceedings dealt with the terms and conditions of the cable carriers' HSA services. Parties to the merged proceeding filed additional submissions.

Issues

10. The Commission has identified the following issues to be addressed in this order:
 - Inclusion of a tariff provision allowing the resale of HSA services on a wholesale basis
 - Removal of limitations on services that customers can offer
 - Definitions of terms related to HSA services
 - New tariff provisions proposed by Eastlink and additional tariff modifications proposed by interveners⁴

⁴ The interveners are CNOc, City Wide, Distributel, Frontier, PIAC, and Rothschild.

Inclusion of a tariff provision allowing the resale of HSA services on a wholesale basis

11. In Telecom Decision 2018-458, the Commission directed Eastlink to include a specific tariff provision allowing customers to resell HSA services on a wholesale basis. In the Notice, the Commission directed Cogeco, RCCI, Shaw, and Videotron to show cause why the requirement to have a specific tariff provision allowing the resale of HSA services on a wholesale basis should not also apply to them.

Positions of parties

12. CNOC, Distributel, and Rothschild submitted that the Commission's determination regarding the resale of HSA services should apply to all cable carriers. Distributel and Rothschild further submitted that the Commission should set out prescribed uniform changes to the cable carriers' tariffs.
13. The cable carriers submitted that their existing HSA service tariffs already meet the Commission's determination, but that they would not be opposed to issuing revised tariff pages that include a provision that explicitly permits customers to resell the services on a wholesale basis.
14. Eastlink proposed to modify its existing tariff provision on resale, item 101.1.4, as follows (in this order, deleted text is shown as struck out and added text is shown in bold):

The Customer may resell ~~or share~~ TPIA Service **to a Wholesale Customer**, in accordance with the terms of this Tariff. **Customer is responsible for ensuring that any Wholesale Customer complies with this Tariff, the TPIA Service Agreement and any relevant CRTC policies, directives or decisions, as amended from time to time.**

15. Eastlink noted that Frontier has also acknowledged that HSA service customers are legally responsible for their wholesale customers' compliance with all the applicable terms of the service. Eastlink submitted that the proposed sentence to be added to item 101.1.4 recognizes that legal responsibility, and ensures that wholesale customers will comply with the HSA service requirements where the tariff or existing Commission decisions do not directly apply to them.
16. RCCI submitted that the tariff provision should make clear that the customer maintains responsibility for all end-users it represents, regardless of whether or not they are the end-users of a subsequent customer to whom the customer resells the service.
17. Videotron supported Eastlink's proposal to include a tariff provision indicating that the customer is responsible for ensuring the compliance of its subsequent customers, and agreed to add such a provision to its own tariff.
18. CNOC and Frontier agreed with Eastlink's proposed modifications to item 101.1.4.

Commission's analysis and determinations

19. The Commission considers that Eastlink's proposed modifications to the first sentence of item 101.1.4 are consistent with the determination set out in Telecom Decision 2018-458 that customers are permitted to resell HSA services on a wholesale basis.
20. In addition, the Commission finds Eastlink's addition of language requiring customers to be responsible for ensuring their wholesale customers' compliance with the HSA service tariff to be appropriate, since the wholesale service provider (i.e. Eastlink) will not have direct contracts with any wholesale customers. However, it is not necessary to include a statement that wholesale customers must comply with Commission policies and decisions, since all telecommunications service providers are obliged to do so.
21. As noted above, the cable carriers supported clarifying their existing tariff provisions related to the resale of HSA services. The Commission considers that, whenever possible, all service providers should use a common provision.
22. Accordingly, the Commission **directs** each of the cable carriers to modify their existing tariff provisions related to the resale of HSA services, as set out in the Appendix to this order.

Removal of limitations on services that customers can offer

23. Cogeco, Eastlink, RCCI, and Shaw's respective tariffs each contain seven near-identical provisions that directly or indirectly limit the services that a customer can offer its wholesale customers and its end-users to retail Internet and/or VoIP services. Given the similarities among these provisions, in this section, the Commission has used only Eastlink's tariff provisions as a specific example for analysis. Videotron's HSA service tariff includes two such provisions.

Positions of parties

24. In general, the cable carriers did not oppose removing these limitations from their tariffs.
25. Cogeco proposed modifications to its tariff to remove the limitation in question. Its modifications generally consisted of replacing the terms "Retail IS" and "VoIP" with the term "HSA."
26. Eastlink proposed modifications to (i) the second sentence of the second paragraph of item 101.1.1, (ii) the introductory clause of item 101.1.2, and (iii) the first two sentences of item 102.8.3 to reflect the Commission's determination set out in Telecom Decision 2018-458 with respect to restrictions on services.

27. With regard to item 101.1.1, Eastlink proposed the following:

The Service allows Customers to provide Internet access connectivity to their End-Users through cable modems that are connected to and compatible with Eastlink's access and distribution network and systems ~~for the purpose of providing Retail IS and Voice over Internet Protocol (VoIP) Services.~~

28. Frontier, supported by CNOOC, submitted that Eastlink's proposed wording for item 101.1.1 should be modified to reflect the fact that HSA services facilitate broadband connectivity and not just Internet access connectivity, and that connectivity can flow down to wholesale customers, and not just end-users. Frontier therefore suggested the following changes to Eastlink's existing wording for this item:

The Service allows Customers to provide ~~Internet access~~ **broadband** connectivity to their **Wholesale Customers and** End-Users through cable modems that are connected to and compatible with Eastlink's access and distribution network and systems ~~for the purpose of providing Retail IS and Voice over Internet Protocol (VoIP) Services.~~

29. Eastlink opposed Frontier's suggestion to replace "Internet access" with "broadband," since the service provides a customer with HSA service – Internet access connectivity. Eastlink submitted that while the customer may choose to offer services other than retail Internet service over that connectivity, it does not change the fact that HSA services provide Internet access connectivity. Eastlink therefore proposed to maintain "Internet access" in this tariff provision, but agreed to the addition of "Wholesale Customers and" as proposed by Frontier.
30. Frontier disagreed with Eastlink, submitting that HSA service enables broadband connectivity broadly, over which Internet access is just one form of connectivity that can be provided. Frontier submitted that a customer might offer a wholesale VoIP service that uses HSA service as an input, for which neither the wholesale customer nor its end-users need to obtain Internet connectivity from the customer. Frontier therefore submitted that the Commission should direct Eastlink to replace "Internet access" with "broadband" in item 101.1.1.
31. With respect to item 101.1.2, Eastlink proposed the following:
- The Customer may use the TPIA Service only to provide ~~Retail IS and VoIP~~ services to its End-User subject to the following conditions:
32. With respect to item 102.8.3, Eastlink proposed the following:
- Customer can only use the TPIA Service to provide ~~Retail IS and VoIP~~ services under the terms and conditions specified in this Tariff. ~~Customers shall not use the TPIA Service to offer other IP-based services to their End Users.~~
33. Videotron agreed to modify its tariff to reflect the Commission's directive to Eastlink on the issue of limitations, and indicated that it would replace "Internet

services” with “broadband services” when a reference is made to services provided by its customers or wholesale customers.⁵

Commission’s analysis and determinations

34. As the Commission noted in Telecom Decision 2018-458, customers can use HSA services to provide additional services such as VoIP, IPTV, and other IP-based services in addition to retail Internet service. Therefore, the Commission considers that the term “Internet access connectivity” in the context of Eastlink’s item 101.1.1 is limiting. Accordingly, the term should be replaced.
35. To reflect the broader nature of HSA services, Frontier and Videotron proposed that “broadband” be used in place of “Internet.” However, the Commission is of the view that the term “high-speed access” would be more appropriate for use in a wholesale services tariff, since it would be consistent with the name of the service itself and with the language used in Telecom Decision 2018-458. In the Commission’s view, the use of “broadband” in an HSA service tariff could lead to confusion, without providing any added benefit. Accordingly, “high-speed” should be used in place of “Internet” in Eastlink’s item 101.1.1.
36. With respect to the use of the term “End-Users” in Eastlink’s item 101.1.1, the Commission considers that this characterization of who is provided with connectivity is limiting, since a customer is permitted to offer the service to its end-users and to other wholesale customers. Accordingly, the wording should be modified in each of the tariffs at issue to reflect that connectivity is provided to wholesale customers as well as end-users, as proposed by Frontier.
37. The Commission finds Eastlink’s proposed deletion at the end of item 101.1.1 to be reasonable.
38. With respect to the introductory clause of Eastlink’s item 101.1.2, the Commission considers that the existing wording requires the deletion of the words “only” and “to its End-User” in addition to Eastlink’s proposed deletion.
39. The Commission considers Eastlink’s proposed modifications to item 102.8.3 to be appropriate and consistent with the determinations set out in Telecom Decision 2018-458.
40. The Commission considers that the modified wording for Eastlink’s tariff items discussed above should also apply to the equivalent provisions in Cogeco’s, RCCI’s, and Shaw’s tariffs.
41. With respect to the first paragraph of item 200.1 of Videotron’s tariff, the Commission considers that the term “Internet Service Providers” should be replaced with “Customers” since HSA service availability should not be limited to ISPs.

⁵ The first paragraph of item 200.1 in Videotron’s tariff reads as follows: The service is intended for Internet Service Providers and provides access to a high speed Internet Protocol (“IP”) data link designed for a residential market using cable modem technology, enabling Internet Service Providers to deliver Internet Services to End-Users.

Further, “Internet services” should not be replaced with “broadband services,” as the company had proposed. Finally, the text should reflect the fact that customers are able to deliver services to their wholesale customers and their respective end-users.

42. In addition, the last sentence of Videotron’s item 200.3.b) should be deleted since it deals with limitations on service offerings.
43. In light of the above, the Commission **directs** the cable carriers to modify their respective tariffs to reflect the Commission’s determinations as discussed above and as set out in the Appendix to this order.

Definitions of terms related to HSA services

44. The cable carriers’ existing tariffs include definitions for various terms in those tariffs. The Commission considers that the definitions of the following terms need to be modified to conform to the directives set out in Telecom Decision 2018-458 and to the determinations made above:

- Cable Modem Retail Level Internet Services
- Customer
- Wholesale Customer
- End-User

Cable Modem Retail Level Internet Services

45. Cogeco, Eastlink, and Shaw each have a similar definition for “Cable Modem Retail Level Internet Services” in their tariffs. For example, Eastlink’s item 100 includes the following definition:

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

46. RCCI’s tariff contains the same definition as above, but also includes a restriction stating that customers may not provide local area network (LAN) connections using the service.

Positions of parties

47. Cogeco proposed to revise its definition of “Cable Modem Retail Level Internet Services” by replacing the service name itself, as follows:

« **Wholesale High-Speed Access Services** » or « **HSA Services** » are the services available to be offered by Customers of the TPIA Service to their End-Users through a cable modem connected to Cogeco’s network.

48. Frontier submitted that Eastlink's existing definition is contrary to Telecom Decision 2018-458 and should be deleted, since it serves no purpose. Frontier submitted that Eastlink's tariff should simply use the term "services" when referring to the services that a wholesale customer may offer using HSA service as an input.
49. Eastlink agreed with Frontier that the term "Retail IS" is not used consistently throughout its tariff. To correct the situation, Eastlink proposed to replace the term "Retail IS" with "retail IS" when the tariff refers to Internet service, and to replace the term "Retail IS" with (i) "Services" when the description relates to the defined TPIA service, and (ii) "services" when it refers to any general services the customer may offer over the TPIA service.
50. Frontier agreed with Eastlink's proposed changes, but submitted that only the term "services" should be used when referring to services that a customer offers that rely on TPIA service.
51. With regard to Eastlink's proposal to replace the term "Retail IS" with "retail IS" when the tariff refers to Internet service, Frontier submitted that the reference to "retail IS" should be limited to descriptions of Eastlink's own retail Internet services. Frontier argued that Eastlink did not provide a valid reason to include language in the tariff that specifies any of the retail services that a customer may offer.
52. With regard to Cogeco's proposed wording, Frontier submitted that the definition of "Wholesale High-Speed Access Services" should refer to the tariffed HSA service only and not to the "services available to be offered by Customers of the TPIA Service to their End-Users through a cable modem connected to Cogeco's network." Frontier argued that the proposed definition creates confusion because it is Cogeco that provides HSA services to the customer, who in turn provides its wholesale customers and end-users with a wide variety of value-added wholesale and retail services.
53. CNOC submitted that there is no basis for RCCI's limitation that HSA services cannot be used for the provision of LAN connections. CNOC submitted that the other cable carriers do not have such a restriction in their tariffs; therefore, it should be removed from RCCI's tariff.

Commission's analysis and determinations

54. The cable carriers have defined the term "Cable Modem Retail Level Internet Services" to refer to the services that a customer may offer solely to its end-users. In the Commission's view, this definition is limiting since customers may use the cable carriers' HSA service as an input to provide various services, including retail Internet access, VoIP, and television services.
55. The Commission considers that only the term "services" should be used when referring to the services a customer can offer that rely on HSA services. In the Commission's view, the existing definition serves no purpose in the context of the

services offered by customers, since it limits the services a customer can offer to Internet services.

56. The Commission notes that the cable carriers' tariffs also use the term "retail IS" when referring to the retail Internet service provided by the carriers themselves. The Commission considers that since these are wholesale HSA service tariffs, it is not necessary to include this term in the definition section.
57. The Commission therefore considers that the definition of "Cable Modem Retail Level Internet Services" should be removed from the cable carriers' tariffs.
58. The Commission considers that RCCI should remove the restriction that HSA services cannot be used for the provision of LAN connections. In the Commission's view, this would be consistent with Telecom Decision 2018-458, wherein the Commission stated that wholesale HSA services are services that are used to support retail competition for services such as local telephone, television, and Internet access, and that this is not an exhaustive list of the services that competitors may use HSA service to provide.
59. The Commission therefore **directs** Cogeco, Eastlink, RCCI, and Shaw to remove the definition of the term "Cable Modem Retail Level Internet Services" from their respective tariffs.
60. The Commission further **directs** RCCI to remove from its tariff the restriction that HSA services cannot be used for the provision of LAN connections.

Customer

61. The cable carriers offer their HSA services to wholesale customers (defined in their tariffs as "customers") who, in turn, use the services as inputs to provide other value-added services on a wholesale and retail basis.
62. Cogeco, Eastlink, RCCI, and Shaw define the term "Customer" in the Definitions section of their respective tariffs in a similar manner. For example, Eastlink defines this term as follows:

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

63. In item 200.2 of its tariff, Videotron defines "Customer" as follows:

"Customer" [Client] means the ISP subscribing to this Tariff.

Positions of parties

64. Eastlink proposed a modification to its definition of "Customer" to remove "its End-Users with."

65. Eastlink submitted that it proposed this modification to remove the limitation that HSA services are intended to provide only the customer's end-users with retail Internet services.
66. Frontier submitted that in Eastlink's proposed definition, the term "ISP" is used in a limiting manner, since, as recognized in Telecom Decision 2018-458, a customer may resell a wholesale service to a subsequent service provider who, in turn, offers a variety of services beyond just retail Internet services, such as VoIP or IPTV services, to its own end-users.
67. Frontier submitted that, for the definition to be compliant with Telecom Decision 2018-458, the term "ISP" in Eastlink's revised definition should be replaced with "provider of telecommunications services," and "for the purpose of providing Retail IS" should be removed.
68. In reply, Eastlink submitted the following revised definition:

« Customer » is ~~an ISP~~ **a telecommunications service provider** that subscribes to the TPIA Service ~~for the purpose of providing Retail IS~~.
69. Frontier agreed with Eastlink's revised definition.

Commission's analysis and determinations

70. The Commission considers Eastlink's proposed revised definition of "Customer" to be appropriate, since Eastlink has removed the constraining provisions, i.e. that the customer is an ISP that provides retail Internet services only. Eastlink's revised definition is consistent with Telecom Decision 2018-458, and would allow the customer to provide a variety of services using HSA service as an input.
71. The Commission considers that the other cable carriers should modify their existing definition of "Customer" to reflect Eastlink's proposed revised definition.
72. The Commission therefore **directs** the cable carriers to include the following definition of the term "Customer" in their respective tariffs:

« Customer » is a telecommunications service provider that subscribes to the TPIA Service.

Wholesale Customer

Positions of parties

73. Frontier submitted that a new term, "Wholesale Customer," should be added to the cable carriers' tariffs to refer to service providers that obtain services from a customer, directly or indirectly, on a wholesale basis.
74. Eastlink agreed that the term should be used to refer to service providers that obtain service from a customer, but proposed the following definition:

« *Wholesale Customer* » is a service provider who obtains the Service from a Customer, for the purpose of reselling the Service to its End-Users.

75. Frontier submitted that Eastlink’s proposed definition misrepresents the nature of the term “Service,” since the customer does not provide HSA services to wholesale customers, nor do they resell HSA services to end-users. Rather, the customer provides its own value-added wholesale services, which happen to include HSA service as an input, to wholesale customers.

76. To reflect the above, Frontier proposed the following definition:

“Wholesale Customer” is a telecommunications service provider that obtains from the Customer, either directly or indirectly through another telecommunications service provider, services that use or include TPIA Service.

Commission’s analysis and determinations

77. Under the terms of the wholesale HSA service tariff, a wholesale customer is a different entity than a customer, in that while a customer obtains wholesale HSA service directly from a cable carrier, a wholesale customer obtains telecommunications services that use or include HSA service from a customer only. The Commission therefore considers that the term “Wholesale Customer” should be added to the cable carriers’ tariffs.

78. In light of its determinations in Telecom Decision 2018-458 that the tariffs should not limit the services that customers can provide to their wholesale customers, the Commission does not consider it necessary to include in the definition the purpose for which a wholesale customer may acquire the service, as proposed by Eastlink. In this regard, the Commission finds Frontier’s proposed definition to be reasonable.

79. Accordingly, the Commission **directs** the cable carriers to include the term “Wholesale Customer” and the associated definition, as set out in paragraph 76 above, in the Definitions section of their respective tariffs.

End-User

80. In their tariffs, the cable carriers, in general, have defined the term “End-User” as follows:

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

Positions of parties

81. Eastlink proposed to modify its definition of “End-User” as follows:

« End-User » is ~~a subscriber of a Customer~~ **the ultimate subscriber of the retail service.**

82. Frontier submitted that the terms “ultimate subscriber” and “retail service” in Eastlink’s proposal are vague and create uncertainty; instead, it proposed the following definition:

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

Commission’s analysis and determinations

83. An end-user could be a subscriber of a customer as well as a wholesale customer; therefore, the existing definition of an end-user as a subscriber of only a customer needs to be modified.

84. The Commission considers that Eastlink’s proposal to define an end-user as the ultimate subscriber of the retail service is too broad, since it would also include the end-users of the cable carrier itself. Since this proceeding involves wholesale service tariffs, the Commission considers that the definition of an end-user should be limited to the end-users of a wholesale service provider. In this regard, the Commission finds Frontier’s proposed definition to be reasonable.

85. Accordingly, the Commission **directs** the cable carriers to replace the definition of “End-User” in the Definitions section of their respective tariffs with the definition set out in paragraph 82 above.

New tariff provisions proposed by Eastlink and additional tariff modifications proposed by interveners

Scope of the proceeding

Positions of parties

86. Eastlink proposed certain additional provisions to be included in the terms and conditions of its tariff. These provisions were related to the following issues:

- registration;
- credit limit for customers; and
- suspension and termination of service.

87. In addition, the interveners requested that certain changes be made in the terms and conditions related to the following provisions in the cable carriers’ tariffs:

- restriction on service for residential users only;
- restriction on HSA service availability to competitive local exchange carriers (CLECs) and interexchange carriers (IXCs);
- restriction on servers at the end-user’s premises and on the transmittal of data from servers; and
- usage and transmission monitoring.

88. Some cable carriers and interveners submitted that many of the issues listed above are outside the scope of the proceeding, since they were not under consideration in the proceedings associated with Telecom Decision 2018-458 and with the Notice. Some parties also submitted that the Notice is only a show cause proceeding and is not an appropriate forum to introduce new tariff provisions related to HSA services for all cable carriers. They submitted that the Commission should initiate another proceeding to determine the terms and conditions for cable carriers other than Eastlink, and that any determinations on these issues in this proceeding would apply only to Eastlink.

Commission's analysis and determinations

89. For the following reasons, the Commission considers that all the issues listed above are within the scope of the proceeding:
- Eastlink filed TN 40 pursuant to the Commission's directive in Telecom Decision 2018-458. While doing so, Eastlink also raised certain other related issues. The interveners subsequently did so as well. The Commission considers that an applicant is entitled to raise other issues in a TN, as long as they are related to the subject that led to the TN.
 - On 24 July 2019, the Commission sent a letter to all the parties involved in proceedings related to TN 40 and the Notice indicating that it was merging the two proceedings, giving parties an opportunity to comment on the merged proceeding and provide reply comments. The Commission specifically stated that merging and processing these two proceedings together would enable it to determine the terms and conditions for the cable carriers' HSA services in a consistent manner. Thus, the argument that the Commission's determinations would apply only to Eastlink has no merit.

New tariff provisions proposed by Eastlink

Registration

90. Eastlink's tariff item 101.1.5 states the following:

To obtain TPIA Service, Customers are required to enter into a TPIA Service Agreement with Eastlink.

Positions of parties

91. Eastlink submitted that this provision should be modified to reflect that its customers and wholesale customers should also be registered with the Commission to obtain HSA services, and proposed to replace the existing wording with the following:

To obtain TPIA Service, the Customer, and its wholesale customers, must be registered with the CRTC as a Reseller of Telecommunication Services or a Reseller of High-Speed Retail Internet Service, and comply with the consumer safeguards as set out in the Appendix to Telecom Regulatory

Policy CRTC 2017-11 or any subsequent CRTC directives. In addition, Customers are required to enter into a TPIA Service Agreement with Eastlink.

92. The other cable carriers and the interveners, in general, agreed with Eastlink's proposal.

Commission's analysis and determinations

93. A business entity that offers or plans to offer telecommunications services in Canada is first required to register with the Commission as a telecommunications services provider, and must comply with all regulatory requirements associated with the registration.
94. The above requirements are mandatory; therefore, the Commission does not consider it necessary to include a related provision in Eastlink's tariff.
95. However, the Commission considers that Eastlink and the other cable carriers have the option to include such a provision in their respective TPIA Service Agreements with customers.
96. The Commission therefore **denies** Eastlink's proposed modifications to item 101.1.5.

Credit limit for customers

Positions of parties

97. Eastlink submitted that it has had payment issues with previous customers, and since it has no direct contract with wholesale customers, it was proposing to add a new provision in its tariff to clarify that its customers are responsible for ensuring that wholesale customers also comply with Eastlink's tariff.
98. Eastlink proposed to introduce a new tariff provision (item 102.13.7) related to customer payments, as follows:

A credit limit may be set by Eastlink where we reasonably determine, at its sole discretion, that there is a credit risk or risk of loss. Customer shall provide Eastlink such financial information as Eastlink deems necessary to determine Customer's creditworthiness. Eastlink may review (and if necessary adjust) Customer's credit limit from time to time. The total amount owed by Customer to Eastlink at any time shall not exceed Customer's credit limit set by Eastlink. In the event Customer exceeds their credit limit, Eastlink has the right to suspend or terminate services until Customer makes a sufficient payment to bring its account within the credit limit provided.

99. Eastlink submitted that this provision would allow the company to manage the increased risk associated with the proliferation of customers using its HSA services, and indicated that credit limits are a standard business practice to manage risk. Eastlink further submitted that a credit limit is required because it has observed

substantial increases to its customers' monthly recurring charges, some of whom had very few assets against which Eastlink could seek recourse should a customer choose to stop making payments.

100. Eastlink further submitted that ongoing and persistent failure by some customers to abide by payment terms increases the company's costs of providing service considerably when it tries to secure payments. It added that its own retail customers should not be subsidizing losses that result from the actions of non-compliant wholesale customers.
101. Eastlink submitted that, pursuant to its existing tariff, a customer account is not deemed overdue until the next invoice, and since the company is required to give notice for non-payment 30 days in advance, it could be two months into a non-payment situation before Eastlink is able to rely on the tariff to suspend or terminate service.
102. RCCI submitted that Eastlink's proposals are reasonable and strike an appropriate balance between the risk to the cable carriers and the risk to customers, while eliminating unnecessary regulatory disputes caused by vague wording in the tariff.
103. Videotron supported Eastlink's proposed tariff provision and stated that the non-payment situations described by Eastlink in the tariff would not be accepted in a commercial environment.
104. CNOC and Frontier, supported in general by City Wide, submitted that the terms of service that have been in the tariff for a long period of time have been successful at maintaining the balance between HSA service providers' rights to mitigate risk of loss and the rights of the customers in that they do not create barriers to entry and expansion by customers.
105. CNOC, City Wide, and Frontier submitted that Eastlink's proposal is unnecessary and unreasonable and, if implemented, will inevitably lead to frequent, contentious, and costly disputes between Eastlink and its customers. This will impede the operations of competitors that rely on Eastlink's HSA services, thereby acting as a barrier to competitive entry and expansion.
106. CNOC, City Wide, and Frontier further submitted that HSA service providers clearly have ample tools at their disposal to mitigate the risk of loss and enforce their rights relating to non-payment, including the following, in the case of Eastlink:
 - tariff provisions under Section 10 – Deposits and other guarantees and under Section 13 – Payment of Eastlink's HSA service tariff allow Eastlink to demand a deposit based on the credit history of the customer, impose interest on late payments, and demand interim or immediate payments in certain instances; and

- Section 17 – Eastlink-Initiated Suspension or Termination of Service sets out an exhaustive list of circumstances in which Eastlink can terminate or suspend service to its wholesale customers, including failure to pay accounts.

107. CNOc, City Wide, and Frontier also submitted that an HSA service provider can pursue other regulatory and legal channels for recourse against a delinquent customer.
108. They further submitted that Eastlink’s proposed language entitles the company to have full discretion in setting credit limits and to demand any financial information of the customer that it deems necessary. Such a provision would allow Eastlink to use this sensitive information to its competitive advantage, thereby harming its customers and competition more broadly.
109. Frontier submitted that Eastlink should not be allowed to unilaterally decide that a customer’s monthly invoice constitutes an abnormal risk of loss without evidence, since a high monthly invoice could be due to customer receiving a sizable new order for HSA service.
110. Frontier further submitted that the 60-day notice period for suspension or termination of service is necessary since it provides the customer with an opportunity to remedy the circumstances that result in the issuance of such a notice.
111. Eastlink replied that the main issue associated with risk it has raised with customers is related to monthly recurring charges and, in this regard, certain provisions in section 13 of its tariff are ineffective, since they deal mainly with non-recurring charges.
112. Eastlink added that the suspension and termination provisions under section 17 of its tariff are also ineffective in minimizing risk since Eastlink must wait for two months before it can even implement a suspension or termination. Eastlink submitted that even such an action may not assure payment from customers who have no assets or ability to pay.
113. Eastlink submitted that while its deposit provision provides for mitigating some risk of non-payment, it has limitations, since its level can be adjusted only every six months and since some of the customers’ monthly recurring charges and risk have substantially increased during such a period.

Commission’s analysis and determinations

114. The Commission does not consider late payments to be a major issue since, pursuant to the company’s tariff, Eastlink could impose an interest charge of 1.63% per month (or 19.56% annually). The Commission is of the view that, in normal circumstances, it would not be a good business practice for a customer with high monthly recurring charges to incur such additional costs to provide retail services. The Commission is also of the view that in cases of late payments, Eastlink will be adequately compensated by customers.

115. With regard to the company having to spend additional resources each month to collect late payments, increasing the costs to be absorbed by its own retail end-users, Eastlink should be able to recover these costs through the rates charged to its customers; thus, the costs do not have to be subsidized by the company's retail end-users.
116. The Commission considers that allowing Eastlink to set a new customer credit limit for additional risk would affect competition in the retail market, since it could hinder a customer from acquiring a large number of end-users in a single month, which could result in monthly recurring charges that exceed the credit limit.
117. Eastlink's proposed tariff provision presents several drawbacks with regard to its customers, since Eastlink would have the sole discretion to set and change the credit limits. The provision would also require Eastlink's customers to provide their confidential financial information to the company, which it could use to plan its competitive strategy.
118. With regard to Eastlink's argument that its deposit provisions can be adjusted only every six months, compared to the rapid growth of a customer's monthly recurring charges, the Commission considers that six months is a reasonable period for deposits to be set, since it would enable the customer and Eastlink to plan their respective business strategies, including deposit limits.
119. In light of the above, the Commission **denies** Eastlink's proposal to add a new provision regarding credit limits for customers, item 102.13.7, in its tariff.

Suspension and termination of service

Positions of parties

120. Eastlink proposed to add two new provisions under item 102.17.1 of its tariff that would allow Eastlink to suspend or terminate a customer's HSA service in cases where the customer
- h) has committed two or more material breaches under the Agreement or this Tariff, including breach of the payment provisions in s.13 of Item 102, within any one-year period, even if subsequently remedied, notwithstanding any other provision of this Tariff; or**
 - i) Customer's wholesale ISP is in violation of this Tariff, the TPIA Service Agreement and any relevant CRTC decisions.**
121. Eastlink submitted that the provisions are necessary, since they would allow it to exercise its rights against its customers or wholesale customers that breach the HSA service's terms and conditions. Eastlink justified its new proposal by citing a few examples, including one in which Frontier's wholesale customers were illegally selling multiple services in an apartment building while ordering and paying for only a single Internet connection service, and another involving the inappropriate use of Eastlink's name and brand in the market.

122. Eastlink further submitted that while a customer may be willing to cooperate in these types of cases, this is not the case with wholesale customers, since they do not have a contractual responsibility with Eastlink.
123. Frontier and CNOC submitted that Eastlink's proposed tariff provisions are unnecessary, since item 102.17.1 of the tariff already provides an exhaustive list of circumstances under which termination or suspension of services may occur. Frontier argued against Eastlink's proposal, since certain breaches may be caused by factors that are outside a customer's control, breaches may simply be alleged by Eastlink but are unsubstantiated, or a breach that is remedied on a timely basis may cause little or no harm to Eastlink.
124. Eastlink replied that its proposed provision is intended primarily for cases where a customer intentionally and persistently fails to comply with the HSA service requirements.
125. However, to accommodate the interveners' positions, Eastlink proposed the following revisions to proposed item 102.17.1.h):
- h) has committed two or more material breaches ~~under the Agreement or this Tariff, including breach~~ of the payment provisions in s.13 of Item 102, **that required Eastlink to provide notice of such breach and have [been] remedied by Customer**, within any one-year period, even if subsequently remedied, notwithstanding any other provision of this Tariff; or
126. Eastlink submitted that item 102.17.1.i) is appropriate and necessary, and should be approved since the inclusion of this provision is the only way in which Eastlink would be able to mandate compliance by all entities that use its network to provide services.
127. RCCI supported Eastlink's proposal and suggested the addition of a new provision in the tariff that would require each customer to provide a confidential list of active wholesale customers to Eastlink, to be updated as wholesale customers are added. RCCI submitted that without such a provision, Eastlink's proposed provisions under section 17 of its tariff would be unenforceable, since the wholesale customer is unknown to Eastlink. Eastlink supported RCCI's proposal.
128. Videotron submitted that Eastlink's proposed tariff provisions are required to avoid having to bring instances of non-compliance by a wholesale customer to the Commission for consideration.
129. To address the examples of misuse of HSA services cited by Eastlink, CNOC and Frontier submitted that they have agreed to a new provision in the tariff that will ensure that a customer require its wholesale customers to comply with the tariff, including the elements of the tariff that govern HSA service elements and applicable charges (i.e. the requirements that prevent use of a single HSA connection to provide service to multiple premises).

130. With regard to RCCI's proposal for Eastlink to be provided with a confidential list of active wholesale customers, CNOC and Frontier submitted that (i) cable carriers could use such a list to develop competitive strategies, causing direct harm to customers; (ii) wholesale customers may not wish to have their information disclosed to cable carriers; and (iii) such a list is not required by cable carriers to offer HSA services to customers.
131. Frontier submitted that no special provisions are required with regard to wholesale customers, since there are other provisions in section 17 of the tariff, which already addresses the reasons for which Eastlink may terminate a customer's service, that could also be applied to wholesale customers.

Commission's analysis and determinations

132. In this order, the Commission has approved a new tariff provision indicating that customers are responsible for ensuring that their wholesale customers comply with the tariff and with the TPIA Service Agreement. This provision should provide Eastlink with better protection against breaches of HSA service terms and conditions by wholesale customers.
133. Given the new provision and Eastlink's submission that it could work with its customers to resolve wholesale customer compliance issues, the Commission considers that Eastlink should be able to resolve any such issues that may arise.
134. With regard to the need for Eastlink's proposed provisions, the Commission is of the view that a breach of the provisions could occur for legitimate reasons such as misinterpretation of the tariff, which led Frontier to file a Part 1 application with the Commission when Eastlink prohibited a customer from reselling its HSA service.⁶
135. The Commission is also of the view that suspension or termination of service for a breach, which could better be resolved via discussions with the customer, is too severe, especially since the proposed provision would be applicable even if the situation is remedied, and would also cut off service from end-users.
136. In light of the above, the Commission **denies** Eastlink's proposal to add two new provisions, items 102.17.1.h) and 102.17.1.i), to its tariff.
137. Regarding RCCI's proposal for Eastlink to be provided with a list of its customers' wholesale customers, the Commission considers that having this type of confidential information would enable the cable carriers to identify the wholesale customers in their areas, which could assist the cable carriers in formulating their competitive strategies. Further, as submitted by the CNOC and Frontier, wholesale customers may not wish to have their information disclosed to cable carriers.

⁶ See Telecom Decision 2018-458.

138. In addition, the Commission has the power to obtain a list of wholesale customers from the customers, if necessary, for compliance proceedings.

139. The Commission therefore **denies** RCCI's request for customers to provide to Eastlink a confidential list of their active wholesale customers.

Additional tariff modifications proposed by interveners

Restriction on service for residential users only

140. Cogeco's, RCCI's, and Videotron's tariffs state, in general, that HSA services are designed for the residential marketplace.

141. Videotron's tariff further states that ISPs may use HSA services to serve non-residential end-users, but will not receive HSA services designed to meet the needs of non-residential end-users.

Positions of parties

142. CNOC, supported by some interveners, submitted that the above-noted tariffs restrict the use of HSA services to the residential marketplace. It submitted that this restriction should be removed from the tariffs, since both residential and business services are identical from a technical perspective.

143. CNOC submitted that there is no justification for the cable carriers to refuse to provide service, or provide a lower-quality service, to business addresses. Such a restriction undermines the Commission's determination in Telecom Decision 2018-458 that customers should be able to use the service to offer innovative services of high quality that are responsive to the evolving social and economic requirements of Canadians.

Commission's analysis and determinations

144. The Commission has received submissions on this and similar HSA service tariff provisions in this proceeding as well as the various proceedings surrounding terms and conditions for disaggregated HSA service. In light of the number of similar limitations and differentiations in existing HSA service tariffs for both cable carriers and ILECs, the Commission finds it appropriate to instead consider the issue of HSA service tariff provisions that differentiate between wholesale service for residential and business end-users in a separate, upcoming proceeding.

145. The Commission therefore **denies** CNOC's request.

Restriction on HSA service availability to CLECs and IXCs

146. Eastlink's tariff item 102.8.3 states the following:

Customer can only use the TPIA Service to provide services under the terms and conditions specified in this Tariff. [...] Without limiting the generality of the

foregoing, Customers are prohibited from operating as Competitive Local Exchange Carriers (CLECs) or Interexchange Carriers (IXCs) for the purposes of offering IP-based telephone service to their End-Users via the TPIA Service.

147. Cogeco, RCCI, and Shaw also have a provision in their respective tariffs that includes the same restriction. Videotron's tariff does not have such a restriction.

Positions of parties

148. CNOC, supported by City Wide and Frontier, submitted that the provision in question expressly prohibits CLECs and IXCs from using HSA services for the purpose of offering IP-based telephone service to their end-users, which is contrary to Telecom Decision 2018-458.⁷ They submitted that the provision should be removed from the cable carriers' tariffs.

149. Eastlink agreed to remove this provision from its tariff.

150. RCCI and Shaw objected to CNOC's proposal, stating that it would require unbundling of the cable network. Shaw submitted that this is counter to the Commission's long-held view that only incumbent telephone companies are required to unbundle their networks to CLECs to enable entrants to compete in the local telephone service market.

151. CNOC submitted that currently, some CLECs can use a combination of HSA services and their own transmission facilities to supply CLEC operations. CNOC submitted that there are no technical or policy reasons to prevent CLECs from using HSA services to enter the retail market for voice services, thereby increasing the levels of competition that exist in that market.

Commission's analysis and determinations

152. In Telecom Decision 2018-458, the Commission stated that one of the objectives of the wholesale regulatory regime is enhancing the effectiveness of the wholesale regime to facilitate vibrant and sustainable retail competition that provides Canadians with reasonable prices and innovative services of high quality that are responsive to their evolving social and economic requirements. The Commission considers that removing the restriction on CLECs' and IXCs' use of HSA services to offer IP-based telephone service to their end-users would be consistent with the above-noted objective because there would be an increase in competition in the retail market.

153. With regard to RCCI and Shaw's submission that removal of the provision in question would require the cable network to be unbundled, the Commission notes

⁷ Paragraph 40 of Telecom Decision 2018-458 states the following: The Commission has historically described wholesale HSA services as services that are used to support retail competition for services such as local phone, television, and Internet access. Contrary to Eastlink's arguments, this is not an exhaustive list of the services that competitors may use HSA to provide.

that the present design of the cable network is such that a competitor will obtain access to the cable HSA service only at certain point of interconnection (POI) locations. Accessing a cable carrier's network at any other location would not be possible without further unbundling of the network, which cable carriers are not mandated to do.

154. However, the Commission considers that, even with the removal of this restriction, CLECs and IXC's at different locations would still be able to provide IP-based voice services. For example, a CLEC at one location where a POI is not available could access a cable POI at another location with its own transmission facilities, and obtain access to HSA services at that POI. This would not require further unbundling of the cable network.

155. The Commission therefore considers that the restriction is not necessary, and **directs** Cogeco, Eastlink, Shaw, and Videotron to remove it from their respective HSA service tariffs, as detailed in the Appendix to this order.

Restriction on servers at the end-user's premises and on the transmittal of data from servers

156. Videotron's tariff item 200.3.1.(i) states the following:

The ISP^[8] may not use the TPIA service, nor permit an End-User to use the TPIA service, to transmit data from all types of servers, including FTP, HTTP, IRC, MP3, PROXY, SMTP, POP or other servers.

Positions of parties

157. CNOC submitted that there is no basis for Videotron to restrict data transfer by customers or end-users from servers, given that the other cable carriers' tariffs do not appear to prevent such data transfers; therefore, this restriction should be removed.

158. CNOC opposed any restrictions on specific uses of HSA services that are not strictly required for technical, public safety, or other significant public policy reasons.

159. Videotron submitted that CNOC's claim that it is the only company to have this type of restriction is incorrect, and submitted that its policy is based on equitable and fair use⁹ requirements not addressed by the Commission in the proceeding that led to Telecom Decision 2018-458.

Commission's analysis and determinations

160. The Commission notes that Cogeco, Eastlink, and RCCI each have a restriction similar to that of Videotron regarding the use of servers. The restrictions state that

⁸ "ISP" in this context means "customer."

⁹ Specifically, the fair use requirement to ensure that there is enough bandwidth available to all users.

the connection of Internet servers at the end-user's premises to cable carrier's network is prohibited.

161. The Commission considers that Videotron's restriction on data transmission from servers over the HSA network, as well as the cable carriers' restriction, are contrary to the Commission's determination in Telecom Decision 2018-458 to remove restrictions on the services that competitors can offer in the retail market. Therefore, the provisions should be removed from the cable carriers' tariffs.
162. The Commission further notes that Cogeco, Eastlink, RCCI, and Shaw have included a restriction related to the fair use of the network in their existing tariffs. In general, the provision reads as follows:
- Customers are prohibited from using the HSA service or permitting the end-users to use it so as to prevent a fair and proportionate use by others or to interfere with their use by others.
163. The Commission considers that such a provision is sufficient to allow carriers to address any increased traffic in the network that could result from the removal of the provision on servers from the cable carriers' HSA service tariffs.
164. The Commission is of the view that since Videotron's tariff does not contain a provision on the fair and proportionate use of the HSA network by all users, the company should have the option to include such a provision in its tariff.
165. In light of the above, the Commission **directs** the cable carriers to remove from their respective HSA service tariffs, as applicable, the provisions on servers at the end-user's premises and on the transmission of data from servers by customers and end-users.
166. Videotron may add a provision to its tariff, similar to the one in the other cable carriers' tariffs, on the fair and proportionate use of the HSA network.

Usage and transmission monitoring

167. Eastlink's tariff item 102.8.4 states the following:

Eastlink reserves the right to monitor bandwidth usage, transmissions made or content posted or distributed via the TPIA Service and to take any measure that it deems necessary, in its sole discretion, to ensure compliance with these terms and conditions or to maintain the integrity of its network.

Positions of parties

168. PIAC submitted that the Commission should deny Eastlink's proposed changes to item 102.8.4, since these changes are draconian and possibly illegal.

169. Eastlink submitted that it has not proposed to update this item, which has been in its tariff for a number of years.

Commission's analysis and determinations

170. The Commission notes that Eastlink did not propose any changes to this tariff item, contrary to PIAC's claim.

171. The Commission therefore **denies** PIAC's request.

Final tariff approval process

172. The Commission **directs** Cogeco, Eastlink, RCCI, Shaw, and Videotron to file, within **30 days** of the date of this order, their respective revised tariff pages, incorporating the Commission's determinations discussed above and set out in the Appendix to this order.

Policy Directions

173. The Commission considers that the determinations made in this order are consistent with the 2006 Policy Direction¹⁰ for the reasons set out below.

174. The 2006 Policy Direction states that the Commission, in exercising its powers and performing its duties under the *Telecommunications Act* (the Act), shall implement the policy objectives set out in section 7 of the Act, in accordance with paragraphs 1(a), (b), and (c) of the Policy Direction.

175. The regulatory measures under consideration in this order relate to terms and conditions for HSA services. Therefore, subparagraphs 1(a)(i) and (ii) and subparagraphs 1(b)(i),(iii), and (iv) of the 2006 Policy Direction apply to the Commission's determinations.

176. Consistent with subparagraphs 1(a)(i) and 1(b)(i) of the 2006 Policy Direction, the measures set out in this order maintain and advance the policy objectives set out in paragraphs 7(a), (b), (c), (f), and (g) of the Act,¹¹ as they relate to the HSA service regime, including rendering affordable telecommunications services, increasing innovation, and enhancing the competitiveness of Canadian telecommunications at the national level.

¹⁰ *Order Issuing a Direction to the CRTC on Implementing the Canadian Telecommunications Policy Objectives*, SOR/2006-355, 14 December 2006

¹¹ The cited policy objectives are 7(a) to facilitate the orderly development throughout Canada of a telecommunications system that serves to safeguard, enrich and strengthen the social and economic fabric of Canada and its regions; (b) to render reliable and affordable telecommunications services of high quality accessible to Canadians in both urban and rural areas in all regions of Canada; (c) to enhance the efficiency and competitiveness, at the national and international levels, of Canadian telecommunications; (f) to foster increased reliance on market forces for the provision of telecommunications services and to ensure that regulation, where required, is efficient and effective; and (g) to stimulate research and development in Canada in the field of telecommunications and to encourage innovation in the provision of telecommunications services.

177. Consistent with subparagraph 1(b)(iii) of the 2006 Policy Direction, the Commission considers that its determinations will result in changes to HSA service tariffs that will be applied consistently to all cable carriers and implemented in a symmetrical and competitively neutral manner.
178. Further, consistent with subparagraph 1(b)(iv) of the 2006 Policy Direction, the Commission considers that its determinations as they relate to network interconnection arrangements or regimes for access to networks are technologically and competitively neutral and do not artificially favour either Canadian carriers or resellers.
179. In this order, the Commission is clarifying that customers are permitted to resell HSA services, and that HSA services are services that are used to support retail competition for various services, including local telephone, television, and Internet access. The Commission considers that, in accordance with the 2019 Policy Direction,¹² its determinations, which are based on a complete record, can promote increased competition, affordability, consumer interests, and innovation in the HSA service market by facilitating HSA customers' development of innovative service offerings with which to compete in the retail market.

Secretary General

Related documents

- *Show cause proceeding and call for comments – Applicability of the Commission's determinations set out in Telecom Decision 2018-458 to Cogeco Communications Inc., Rogers Communications Canada Inc., Shaw Cablesystems G.P., and Videotron Ltd.*, Telecom Notice of Consultation CRTC 2018-459, 11 December 2018
- *Frontier Networks Inc. – Application regarding the refusal of Eastlink to allow Frontier to resell high-speed access services*, Telecom Decision CRTC 2018-458, 11 December 2018
- *Regulations under the Telecommunications Act of cable carriers' access services*, Telecom Decision CRTC 99-8, 6 July 1999

¹² *Order Issuing a Direction to the CRTC on Implementing the Canadian Telecommunications Policy Objectives to Promote Competition, Affordability, Consumer Interests and Innovation*, SOR/2019-227, 17 June 2019

Appendix to Telecom Order 2020-60

Guidelines for changes to the cable carriers' HSA service tariffs

In this order, the Commission has directed the cable carriers to make certain modifications to the terms and conditions set out in their respective HSA service tariffs.

The Commission grants the cable carriers some flexibility, when preparing their revised tariff pages, to make additional non-substantive changes where applicable (e.g. to style or format or to account for specific defined terms set out elsewhere in the tariffs), as long as these changes are consistent with the Commission's determinations in this order and do not otherwise constitute a material change to the cable carriers' tariffs.

Inclusion of a tariff provision allowing the resale of HSA services on a wholesale basis

Commission-approved text	Tariff provisions to be replaced with Commission-approved text
The Customer may resell TPIA Service to a Wholesale Customer in accordance with the terms of this Tariff. The Customer is responsible for ensuring that any Wholesale Customer complies with this Tariff and with the TPIA Service Agreement.	Cogeco item 101.1.6
	Eastlink item 101.1.4
	RCCI item 701.1.4
	Shaw item 101.1.2.c)
	Videotron item 200.3.c)

Removal of limitations on services that customers can offer

Commission-approved text	Tariff provisions to be replaced with Commission-approved text
The Service allows Customers to provide High-Speed access connectivity to their Wholesale Customers and End-Users through cable modems that are connected to and compatible with [company name's] access and distribution network and systems.	Cogeco item 101.1.1, last sentence of first paragraph
	Eastlink item 101.1.1, last sentence of second paragraph
	RCCI item 701.1.1, last sentence of second paragraph
	Shaw item 101.1.1, last sentence of first paragraph
The Customer may use the TPIA Service to provide services, subject to the following conditions:	Cogeco item 101.1.2, first sentence
	Eastlink item 101.1.2, first sentence
	RCCI item 701.1.2, first sentence
	Shaw item 101.1.2, first sentence

Interconnecting to a POI makes it possible for a Customer to provide services to Wholesale Customer or End-Users served by that POI.	Cogeco item 102.5.1, second sentence
	Eastlink item 102.5.1, second sentence
	RCCI item 702.5.1, second sentence
	Shaw item 102.5.1, second sentence
[Company name] is not responsible to the Customer, Wholesale Customer or their End-Users for the design, engineering, testing or performance of the Customer's or its Wholesale Customers' transmission facilities or the quality of the end-to-end services provided over them by the Customer or its Wholesale Customers to its End-Users.	Cogeco item 102.5.7, last sentence
	Eastlink item 102.5.6, last sentence
	RCCI item 702.5.5, last sentence
	Shaw item 102.5.5, last sentence
Customer can only use the TPIA Service to provide services under the terms and conditions specified in this Tariff.	Cogeco item 102.8.3 first sentence
	Eastlink item 102.8.3, first sentence
	RCCI item 702.8.3, first sentence
	Shaw item 102.8.3, first sentence
	In addition, remove the second sentence from Cogeco's, Eastlink's, and RCCI's above-noted items and the last sentence from Videotron item 200.3.b)
any act or omission on the part of the Customer or its Wholesale Customers or their respective employees, agents or contractors arising from the furnishing of services by the Customer or its Wholesale Customers	Cogeco item 102.12.5.a)
	Eastlink item 102.12.5.a)
	RCCI item 702.12.5.a)
	Shaw item 102.12.6.a)
All services provided to their End-Users by the Customer or its Wholesale Customers via the TPIA Service and [company name's] network will be affected as a result of suspension or termination of the Service.	Cogeco item 102.17.7, first sentence
	Eastlink item 102.17.7, first sentence
	RCCI item 702.17.7, first sentence
	Shaw item 102.17.7, first sentence

<p>This service is intended for Customers and provides access to a high-speed Internet Protocol (“IP”) data link designed for a residential market using cable modem technology, enabling Customers to deliver services to their Wholesale Customers and their respective End-Users.</p>	<p>Videotron item 200.1, first sentence of first paragraph</p>
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Other related changes required in the cable carriers’ HSA service tariffs based on the directives set out in Telecom Decision 2018-458

<p>Commission-approved modification</p>	<p>Tariff provisions to which the modification applies</p>
<p>Remove the definition of the term “Cable Modem Retail Level Internet Services.”</p>	<p>Cogeco item 100</p>
	<p>Eastlink item 100</p>
	<p>RCCI item 700</p>
	<p>Shaw item 100</p>
<p>Replace the definition of the term “Customer” with the following: « <i>Customer</i> » is a telecommunications service provider that subscribes to the TPIA Service</p>	<p>Cogeco item 100</p>
	<p>Eastlink item 100</p>
	<p>RCCI item 700</p>
	<p>Shaw item 100</p>
	<p>Videotron item 200.2</p>
<p>Add the following definition of the term “Wholesale Customer”: « <i>Wholesale Customer</i> » is a telecommunications service provider that obtains from the Customer, either directly or indirectly through another telecommunication service provider, services that use or include TPIA Service.</p>	<p>Cogeco item 100</p>
	<p>RCCI item 700</p>
	<p>Eastlink item 100</p>
	<p>Shaw item 100</p>
	<p>Videotron item 200.2</p>

<p>Replace the definition of the term “End-User” with the following:</p> <p>« <i>End-User</i> » is a subscriber of a Customer or of a Wholesale Customer.</p>	Cogeco item 100
	Eastlink item 100
	RCCI item 700
	Shaw item 100
	Videotron item 200.2

Additional tariff modifications proposed by interveners

Commission-approved modification	Tariff provisions to which the modification applies
Remove the restriction on HSA service availability to CLECs and IXC's	Cogeco item 102.8.3, last sentence
	Eastlink item 102.8.3, last sentence
	RCCI item 702.8.3, last sentence
	Shaw item 102.8.3, last sentence
Remove the provisions restricting servers at the end-user's premises and the transmittal of data from servers	Cogeco item 101.1.2.j)
	Eastlink item 101.1.2.e)
	RCCI item 701.1.2.f)
	Videotron items 200.3.1) and 200.3.1)(i)