



Conseil de la radiodiffusion et des  
télécommunications canadiennes

Canadian Radio-television and  
Telecommunications Commission

Ottawa, Canada  
K1A 0N2

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**Our reference: 8622-B92-201316646**

**BY EMAIL**

Mr. Jonathan Daniels  
Vice-President, Regulatory Law  
Bell Canada  
160 Elgin Street, 19<sup>th</sup> Floor  
Ottawa, Ontario K2P 2C4  
[bell.regulatory@bell.ca](mailto:bell.regulatory@bell.ca)

Mr. Dennis Béland  
Senior Director, Regulatory Affairs, Telecommunications  
Mr. Yanick Boily  
Director, Regulatory Affairs, Telecommunications  
Québecor Média Inc.  
612 Saint-Jacques Street  
15<sup>th</sup> Floor, South Tower  
Montreal, Quebec H3C 4M8  
[regaffairs@quebecor.com](mailto:regaffairs@quebecor.com)

Ms. Pam Dinsmore  
Vice-President, Regulatory  
Mr. Peter Kovacs  
Director, Regulatory, Content Distribution  
Rogers Communications Partnership  
333 Bloor Street East, 9<sup>th</sup> Floor  
Toronto, Ontario M4W 1G9  
[rci.regulatory@rci.rogers.com](mailto:rci.regulatory@rci.rogers.com)

**Re: Application by Benjamin Klass requesting the fair treatment of Internet services by  
Bell Mobility (Klass application) and applications by CAC-COSCO-PIAC regarding  
Rogers' Anyplace TV service and Vidéotron's Illico Mobile Service**

Dear Madam, Sirs,

You will find attached Commission interrogatories associated with this proceeding.

Responses to these interrogatories are to be filed with the Commission, and served on all parties to this proceeding, by **21 August 2014**. Responses are to be received, and not merely sent, by this date.

Yours sincerely,

*Original signed by Nora Froese  
for*

Mario Bertrand  
Director, Dispute Resolution  
Telecommunications Sector

c.c.: Nora Froese, CRTC, [nora.froese@crtc.gc.ca](mailto:nora.froese@crtc.gc.ca)  
Julie Boisvert, CRTC, [julie.boisvert@crtc.gc.ca](mailto:julie.boisvert@crtc.gc.ca)

## Distribution List

Benjamin Klass, [benjiclass@hotmail.com](mailto:benjiclass@hotmail.com)  
Vaxination Informatique, [jfmezei@vaxination.ca](mailto:jfmezei@vaxination.ca)  
Consumers' Association of Canada, the Council of Senior Citizens' Organization of British Columbia, and the Public Advocacy Centre, [gwhite@piac.ca](mailto:gwhite@piac.ca) and [jfleger@piac.ca](mailto:jfleger@piac.ca)  
Bell Canada [bell.regulatory@bell.ca](mailto:bell.regulatory@bell.ca)  
Bell Aliant, [regulatory@bell.aliant.ca](mailto:regulatory@bell.aliant.ca)  
Rogers, [rci.regulatory@rci.rogers.com](mailto:rci.regulatory@rci.rogers.com)  
TELUS, [regulatory.affairs@telus.com](mailto:regulatory.affairs@telus.com)  
SaskTel, [document.control@sasktel.com](mailto:document.control@sasktel.com)  
MTS Allstream, [iworkstation@mtsallstream.com](mailto:iworkstation@mtsallstream.com)  
Eastlink, [regulatory.matters@corp.eastlink.ca](mailto:regulatory.matters@corp.eastlink.ca)  
Tbaytel, [rob.olenick@tbaytel.com](mailto:rob.olenick@tbaytel.com)  
Independent Telephone Providers Association, [jonathan.holmes@itpa.ca](mailto:jonathan.holmes@itpa.ca)  
Vidéotron, [dennis.beland@quebecor.com](mailto:dennis.beland@quebecor.com) and [yanick.boily@quebecor.com](mailto:yanick.boily@quebecor.com) and [regaffairs@quebecor.com](mailto:regaffairs@quebecor.com)  
Globalive Wireless Management Corp., [eantecol@windmobile.ca](mailto:eantecol@windmobile.ca)  
Public Mobile Inc., [Jamie.greenberg@publicmobile.ca](mailto:Jamie.greenberg@publicmobile.ca)  
Data & Audio Visual Enterprises Wireless Inc., [gary.wong@mobilicity.ca](mailto:gary.wong@mobilicity.ca)  
Canadian Network Operators Consortium, [regulatory@cnoc.ca](mailto:regulatory@cnoc.ca)  
Canadian Cable Systems Alliance, [cedwards@ccsa.cable.ca](mailto:cedwards@ccsa.cable.ca)  
Cogeco Cable, [telecom.regulatory@cogeco.com](mailto:telecom.regulatory@cogeco.com)  
Shaw Cable, [Regulatory@sjrb.ca](mailto:Regulatory@sjrb.ca)  
Fenwick McKelvey, Concordia University, [fenwick.mckelvey@concordia.ca](mailto:fenwick.mckelvey@concordia.ca)  
Steven James May, Ryerson University, [steven.may@ryerson.ca](mailto:steven.may@ryerson.ca)  
Samuelson-Glushko Canadian Internet Policy & Public Interest Clinic, [tisrael@cippic.ca](mailto:tisrael@cippic.ca) and [cippic@uottawa.ca](mailto:cippic@uottawa.ca)  
David Ellis, [david@davidellis.ca](mailto:david@davidellis.ca)  
Teresa Murphy, [resa1983@hotmail.com](mailto:resa1983@hotmail.com)

## Appendix 1

### Interrogatories to Bell Mobility

1. Given that you have indicated in your submissions that the Mobile TV App operates under the terms of the Digital Media Broadcasting Undertaking Exemption Order, it would appear that you would be unable to make use of the retransmission regime set out in the *Copyright Act*. In light of this, please describe in detail the following:
  - a. Which rights you obtain to broadcast live television channels on Mobile TV App; and
  - b. Whether subscribers to Mobile TV App receive any local, regional or distant channels, and if so how you determine what constitutes local, regional or distant for that subscriber.
2. Please provide a list of each programming service offered as part of the Mobile TV App, listing for each service: 1) the owner of the service; 2) whether the service is available only if the user of the Mobile TV App is also a subscriber of the BDU and to the particular programming service; and 3) whether i) the linear feed is distributed directly to users; ii) the linear feed is cached and streamed in near real time to users; iii) the service offered is video on demand; or iv) the programming is of a different nature than the above (specify).
3. Please describe how the programming services included in the Mobile TV App were selected. Indicate whether changes to existing affiliation agreements were required in order for the services in question to be included, and if so, describe these changes. Specify whether the company pays a separate wholesale rate in order to provide the programming service on its Mobile TV platform.
4. Please indicate whether the programming services selection change i) depending on the region of the subscriber of the Mobile TV App (e.g. Ottawa, Calgary, Quebec City); ii) if the subscriber of the Mobile TV App is roaming within Canada; or iii) if the subscriber downloads the French or English version of the application. If so, provide details.
5. Please explain if and to what extent Bell Mobility purchases specific programming or programming rights for use in its Mobile TV App. If applicable, specify the programming services in question.

6. Please indicate if it is possible for a Bell Mobility consumer to subscribe to the French and the English Mobile TV applications? If so, indicate whether the subscriber has to pay for those two Apps separately (for example, pay \$5 for 10 hours of content on the French Mobile TV App and \$5 for 10 hours of content on the English Mobile TV App)?
7. Provide the number of:
  - a. customers who specifically subscribe to the Mobile TV App on its own and not as part of a bundle or promotional plan;
  - b. customers subscribing to the Mobile TV App because it is included in a promotional plan or in a bundle;
  - c. subscribers (actual and projected), for each quarter of 2013, 2014 and 2015, that used (or will use), the Mobile TV App to view content;
  - d. Gigabytes consumed on average each month by a customer for the Mobile TV App.
8. Please indicate if it is possible for the Mobile TV App subscribers to have access to described video and closed captioning when they view content from the App on their smartphones? If not, do you intend to take measures to implement these accessibility features in the future?
9. Please indicate if you are selling your Mobile TV App service to other wireless service providers or wireless carriers.
10. Please indicate if it is possible to subscribe to the Mobile TV App on a smartphone without having a voice plan?
11. According to Bell's website ([http://support.bell.ca/mobility/rate\\_plans\\_features/what-is-the-bell-tv-app-and-how-do-i-use-it?step=5](http://support.bell.ca/mobility/rate_plans_features/what-is-the-bell-tv-app-and-how-do-i-use-it?step=5)), streaming 1 hour of Mobile TV could use 0.5 GB of data. Specify the quality format this statement refers to and provide the consumption for all quality formats that are available (e.g. standard quality, HD quality, etc.) Please also provide the consumption for one hour of another video service App (e.g. Tou.tv, Netflix, Youtube, etc.) for all quality formats that are available.
12. In its Terms of Service ([http://www.bell.ca/Bell\\_Mobility\\_Terms\\_of\\_Service](http://www.bell.ca/Bell_Mobility_Terms_of_Service)), Bell states that "Bell considers that data usage in excess of 25GB per billing cycle is disproportionate and excessive for network management purposes. Customers whose wireless usage exceeds this threshold may, in Bell's sole discretion, have their Services suspended, disconnected, changed or restricted, including having data speeds reduced to as low as 16 kbps."

- a. Elaborate on the fact that Bell needs to use traffic management practices but at the same time encourages its consumers to use the Mobile TV App service that consumes considerable bandwidth on the wireless network.
  - b. If a customer does use more than 25GB of the Mobile TV App service within a billing cycle, would this customer be subject to the same restrictions?
- 13. Please explain the data connectivity requirements from your wireless network to the smartphone to support the Mobile TV application.
  - a. Please describe the data path from your wireless network (e.g. Access Point Name (APN) or internal gateway) to the smartphone/tablet.
  - b. Is this data connectivity required even if the customer has only subscribed to the Mobile TV App service and not to the data plan?
  - c. How does this change if the customer subscribes to both Mobile TV App service and a data plan?
- 14. In its response to Bell Mobility(CRTC)4Apr14-7 Klass, Bell Mobility stated that “when a Mobile TV user chooses to watch a channel, that content is then distributed in a point-to-point connection between the CDN (content distribution network) servers through the access network, which in this case would be a tower and wireless spectrum, up to the end-user device”.
  - a. Please explain the nature of the point-to-point connection between the wireless network and the Mobile TV App on the wireless device (smartphone/tablet)
  - b. How is this point-to-point connection established and terminated?
  - c. Is the point-to-point connection maintained even when the Mobile TV App is not being used?
- 15. If there is congestion in the wireless access network, is priority given to the Mobile TV App, Internet or voice services?
- 16. Consider a scenario where a subscriber is using a browser or an App (e.g. You Tube) to watch content and starts the Mobile TV App.
  - a. Please describe how this will affect the browser or App (e.g. You Tube) session on the network in terms of quality and also how this will affect the quality of the Mobile TV App session.
  - b. Will the quality of the Mobile TV App service improve if the browser session is terminated?

17. Please indicate if the Bell Mobility CDN is used exclusively for Mobile TV App services. If not, is this same CDN used when the user accesses other content such as You Tube? Is a different CDN used for these other services and where is this located in the Bell Mobility network?

## Interrogatories to Rogers

1. Given that you have indicated in your submissions that the RAP-TV App operates under the terms of the Digital Media Broadcasting Undertaking Exemption Order, it would appear that you would be unable to make use of the retransmission regime set out in the *Copyright Act*. In light of this, please describe in detail the following:
  - a. Which rights you obtain to broadcast live television channels on the RAP-TV App and
  - b. Whether subscribers to the RAP-TV App receive any local, regional or distant channels, and if so how you determine what constitutes local, regional or distant for that subscriber.
2. Please provide a list of each programming service offered as part of the RAP-TV App, listing for each service: 1) the owner of the service; 2) whether the service is available only if the user of the RAP-TV App is also a subscriber of the BDU and to the particular programming service; and 3) whether i) the linear feed is distributed directly to users; ii) the linear feed is cached and streamed in near real time to users; iii) the service offered is video on demand; or iv) the programming is of a different nature than the above (specify).
3. Please describe how the programming services included in the RAP-TV App were selected. Indicate whether changes to existing affiliation agreements were required in order for the services in question to be included, and if so, describe these changes. Specify whether the company pays a separate wholesale rate in order to provide the programming service on its RAP-TV platform.
4. Please indicate whether the programming services selection change i) depending on the region of the subscriber of the RAP-TV App (e.g. Ottawa, Calgary, Quebec City); ii) if the subscriber of the RAP-TV App is roaming within Canada; or iii) if the subscriber downloads the French or English version of the application. If so, provide details.
5. Please explain if and to what extent Rogers Wireless purchases specific programming or programming rights for use in its RAP-TV application. If applicable, specify the programming services in question.
6. Please indicate if it is possible for a Rogers Wireless consumer to subscribe to the French and the English RAP-TV applications? If so, indicate whether the subscriber has to pay



for those two Apps separately (for example, pay \$5 for 10 hours of content on the French RAP-TV App and \$5 for 10 hours of content on the English RAP-TV App)?

7. Provide the number of:
  - a. customers who specifically subscribe to the RAP-TV App on its own and not as part of a bundle or promotional plan;
  - b. customers subscribing to the RAP-TV App because it is included in a promotional plan or in a bundle;
  - c. subscribers (actual and projected), for each quarter of 2013, 2014 and 2015, that used (or will use), the RAP-TV App to view content;
  - d. Gigabytes consumed on average each month by a customer for the RAP-TV App.
8. Please indicate if it is possible for RAP-TV App subscribers to have access to described video and closed captioning when they view content from the App on their smartphones? If not, do you intend to take measures to implement these accessibility features in the future?
9. Please indicate if you are selling your RAP-TV App service to other wireless service providers or wireless carriers.
10. Please indicate if it is possible for a consumer to subscribe to the RAP-TV App without a Rogers Wireless mobile data plan?
11. Please indicate if it is possible to subscribe to the RAP-TV App on a smartphone without having a voice plan?
12. According to Rogers' website ([http://www.rogers.com/web/Rogers.portal?\\_nfpb=true&\\_pageLabel=wrlsDataCalc&deviceType=MI&dataSharedFlag=false#\\_Tabset1--1](http://www.rogers.com/web/Rogers.portal?_nfpb=true&_pageLabel=wrlsDataCalc&deviceType=MI&dataSharedFlag=false#_Tabset1--1)), one hour of video streaming of standard quality consume 0.18 GB of data. Provide the consumption for one hour of streaming from the RAP-TV App in all quality formats that are available (e.g. standard quality, HD quality, etc.) Please also provide the consumption for one hour of another video service App (e.g. Tou.tv, Netflix, YouTube, etc.) for all quality formats that are available.
13. In its answer to Rogers(CRTC)4Apr14-10 Klass, Rogers stated that the « objective is to encourage them (consumers) to try the service and become comfortable with accessing this content over the wireless network. » In its Acceptable Use Policy

([http://www.rogers.com/cms/pdf/en/Unified\\_AUP\\_Eng.pdf](http://www.rogers.com/cms/pdf/en/Unified_AUP_Eng.pdf)), Rogers states that “We reserve the right to manage our networks in order to optimize their efficiency for the benefit of our subscribers, including, without limitation, by way of the following: rate limiting (speed), rejection or removal of spam or otherwise unsolicited bulk e-mail, anti-virus mechanisms, and protocol filtering. We may take any other action we deem appropriate in order to help ensure the integrity of the network experience for all subscribers.”

- a. Elaborate on the fact that Rogers needs to use traffic management practices but at the same time encourages its consumers to use the RAP-TV service that consumes considerable bandwidth on the wireless network.
  - b. Would a customer be subject to the same network management practices for equivalent data use on: i) the RAP-TV App and ii) mobile internet?
14. In its answer to Rogers(CRTC)4Apr14-1, Rogers stated that “any Canadian accessing the App using any Internet connection from within Canada can sample a limited selection of on-demand content” from RAP-TV’s free layer. In its answer to Rogers(CRTC)4Apr14-2, Rogers stated: “Fido customers are not able to use the RAP-TV mobile service to access content wirelessly. Wireless access to this content is only available to Rogers’ wireless subscribers using the Rogers wireless network.”
  - a. Please clarify whether non-Rogers wireless consumers (i.e. using a mobile Internet or a Wi-Fi connection) can use the RAP-TV App or not.
  - b. If those non-Rogers wireless consumers can use the RAP-TV App, please indicate whether they will have to pay \$5 or other fees to Rogers.
15. Please explain the data connectivity requirements from your wireless network to the smartphone to support the RAP-TV application.
  - a. Please describe the data path from your wireless network (e.g. Access Point Name (APN) or internal gateway) to the smartphone/tablet.
  - b. Is this data connectivity required even if the customer has only subscribed to the RAP-TV App service and not to the data plan?
  - c. How does this change if the customer subscribes to both the RAP-TV App and a data plan?
16. In its response to Rogers(CRTC)4Apr14-9 Klass, Rogers stated that the “RAP-TV mobile service is sent from a server to each subscriber (i.e. it is delivered on a unicast basis using point-to-point-technology)”.

- a. Please explain the nature of the point-to-point connection between the wireless network and the RAP-TV App on the wireless device (smartphone/Tablet).
  - b. How is this point-to-point connection established and terminated?
  - c. Is the point-to-point connection maintained even when the RAP-TV App is not being used?
17. If there is congestion in the wireless access network, is priority given to the RAP-TV, Internet or voice services?
18. Consider a scenario where a subscriber is using a browser or an App (e.g. You Tube) to watch content and starts the RAP-TV App.
- a. Please describe how this will affect the browser or App (e.g. You Tube) session on the network in terms of quality and also how this will affect the quality of the RAP-TV App session.
  - b. Will the quality of the RAP-TV App improve if the browser session is terminated?
19. Please indicate if the Rogers Wireless CDN (content distribution network) is used exclusively for RAP-TV App services. If not, is this same CDN used when the user accesses other content such as You Tube? Is a different CDN used for these other services and where is this located in the Rogers Wireless network?

## Interrogatories to Vidéotron

1. Given that you have indicated in your submissions that the illico mobile App operates under the terms of the Digital Media Broadcasting Undertaking Exemption Order, it would appear that you would be unable to make use of the retransmission regime set out in the *Copyright Act*. In light of this, please describe in detail the following:
  - a. Which rights you obtain to broadcast live television channels on the illico mobile App; and
  - b. Whether subscribers to the illico mobile App receive any local, regional or distant channels, and if so how you determine what constitutes local, regional or distant for that subscriber.
2. Please provide a list of each programming service offered as part of the illico mobile App, listing for each service: 1) the owner of the service; 2) whether the service is available only if the user of the illico mobile App is also a subscriber of the BDU and to the particular programming service; and 3) whether i) the linear feed is distributed directly to users; ii) the linear feed is cached and streamed in near real time to users; iii) the service offered is video on demand; or iv) the programming is of a different nature than the above (specify).
3. Please describe how the programming services included in the illico mobile App were selected. Indicate whether changes to existing affiliation agreements were required in order for the services in question to be included, and if so, describe these changes. Specify whether the company pays a separate wholesale rate in order to provide the programming service on its illico mobile platform.
4. Please indicate whether the programming services selection change: i) depending on the region of the subscriber of the illico mobile App (e.g. Ottawa, Saguenay, Quebec City); ii) if the subscriber of the illico mobile App is roaming within Canada; or iii) if the subscriber downloads the French or English version of the application. If so, provide details.
5. Please explain if and to what extent Vidéotron's mobility service purchases specific programming or programming rights for use in its illico mobile application. If applicable, specify the programming services in question.

6. Please indicate if it is possible for a Vidéotron mobile consumer to subscribe to the French and the English illico mobile applications? If so, indicate whether the subscriber has to pay for those two Apps separately (for example, pay \$5 for 10 hours of content on the French illico mobile App and \$5 for 10 hours of content on the English illico mobile App)?
7. Provide the number of:
  - a. customers who specifically subscribe to the illico mobile App: i) for Android and Blackberry phones, and ii) for iPhone on its own and not as part of a bundle or promotional plan;
  - b. customers subscribing to the illico mobile App because it is included in a promotional plan or in a bundle (please differentiate Android/Blackberry consumers from the iPhone ones);
  - c. subscribers (actual and projected), for each quarter of 2013, 2014 and 2015, that used (or will use), the illico mobile App to view content (please differentiate Android/Blackberry consumers from the iPhone ones);
  - d. Gigabytes consumed on average each month by a customer for the illico mobile App (please differentiate Android/Blackberry consumers from the iPhone ones).
8. Please indicate if it is possible for illico mobile App subscribers to have access to described video and closed captioning when they view content from the App on their smartphones? If not, do you intend to take measures to implement these accessibility features in the future?
9. Please indicate if you are selling your illico mobile App service to other wireless service providers or wireless carriers.
10. Please indicate if it is possible for a consumer to subscribe to the illico mobile App without a Vidéotron mobile data plan?
11. Please indicate if it is possible to subscribe to the illico mobile App on a smartphone without having a voice plan?
12. On its website (<http://illicoweb.videotron.com/#/help>), Vidéotron states that a subscriber uses “550 Mo of bandwidth when you watch an hour's worth of videos on illico”. Specify the quality format this statement refers to and provide the consumption for all quality formats that are available (e.g. standard quality, HD quality, etc.). Please also provide the

consumption for one hour of another video service App (e.g. Tou.tv, Netflix, YouTube, etc.) for all quality formats that are available.

13. On its website (<http://support.videotron.com/residential/mobile/mobile-internet-management-policy>), Vidéotron states: “Vidéotron starts managing Unlimited Voice and data customers’ Internet traffic when their data usage exceeds 5 GB within a given billing cycle. Once the 5 GB mark has been surpassed, Unlimited Voice and data plans’ download and upload speeds will be put in low priority. Depending on the severity and duration of Internet traffic on Vidéotron’s network, upload and download speeds may be slowed. However, even after a customer has exceeded 5 GB of data use, they may still be privy to unused normal-priority upload and download bandwidth. We manage mobile Internet traffic to make sure that a small group of heavy data users does not, even for a moment, negatively affect the service we provide everyone who uses our network.”
  - a. Elaborate on the fact that Vidéotron needs to use traffic management practices but at the same time encourages its consumers to use the illico mobile service that consumes considerable bandwidth on the wireless network.
  - b. If a customer does use more than 5GB of illico mobile App within a given billing cycle, would this customer be subject to the same restrictions?
14. Provide two detailed diagrams: the first one describing in technical terms how content (e.g. a TV show) is delivered to a Vidéotron cable subscriber and the second one describing in technical terms how content (e.g. a TV show) is delivered to a Vidéotron mobility service subscriber. The diagrams should detail all similarities and differences between these two services and have, at a minimum, the same level of detail provided by Bell Mobility and Rogers in their responses (refer to Bell Mobility’s answer to Bell Mobility(CRTC)4Apr14-7 Klass and Rogers’ answer to Rogers(CRTC)4Apr14-8 Klass and Appendices C and D).
15. Please explain the data connectivity requirements from your wireless network to the smartphone to support the illico mobile application.
  - a. Please describe the data path from your wireless network (e.g. Access Point Name (APN) or internal gateway) to the smartphone/tablet.
  - b. Is this data connectivity required even if the customer has only subscribed to the illico mobile App service and not to the data plan?

- c. How does this change if the customer subscribes to both the illico mobile App and a data plan?
16. Please explain the nature of the point-to-point connection between the wireless network and the illico mobile App on the wireless device (smartphone/Tablet).
  - a. How is this point-to-point connection established and terminated?
  - b. Is the point-to-point connection maintained even when the illico mobile App is not being used?
17. If there is congestion in the wireless access network, is priority given to the illico mobile App, Internet or voice services?
18. Consider a scenario where a subscriber is using a browser or an App (e.g. YouTube) to watch content and starts the illico mobile App.
  - a. Please describe how this will affect the browser or App (e.g. You Tube) session on the network in terms of quality and also how this will affect the quality of the illico mobile App session.
  - b. Will the quality of the illico mobile App improve if the browser session is terminated?
19. In its response to question (c) of Québecor Média (CRTC)4avr2014-10 illico mobile, Vidéotron stated that “le contenu de l’application illico mobile n’est pas différencié de tout autre trafic internet sur le réseau sans fil de Vidéotron” (unofficial translation: the content of illico mobile App is not differentiated from other Internet traffic on the Vidéotron wireless network). In its response to question (d) of Québecor Média (CRTC)4avr2014-10 illico mobile, Vidéotron stated that the illico mobile App content is prioritized using a Management server for the Android and Blackberry platforms whereas for the iPhone platform it is not prioritized.
  - a. Please elaborate on the mechanism used for prioritization.
  - b. Please confirm that your response to question(c) applies only to the iPhone platform
20. Please indicate if the Vidéotron CDN (content distribution network) is used exclusively for illico mobile App services. If not, is this same CDN used when the user accesses other content such as YouTube? Is a different CDN used for these other services and where is this located in the Vidéotron network?