

ITEM **Distinct Customer Connection Point**
1000.11

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1. Service Description

This custom-designed arrangement provides a specific business Customer with a Distinct Customer Connection Point (demarcation) on a portion of a legally registered property owned by the owner of an existing retail mall in the city of Regina. This Distinct Customer Connection Point will be a 100 pair copper entry cable up to or less than 92 meters from network distribution point to the customer connection point. This Distinct Customer Connection Point will also be a 24 strand fibre cable up to or less than 190 meters from network distribution point to the customer connection point

2. Conditions of Service

1. The Customer has agreed to pay
 - (a) the installed rate stated in this item to SaskTel to install the Distinct Customer Connection Point, *and*
 - (b) all applicable taxes due and payable in connection with this service.
2. In the event of damage to or destruction or loss of any of the equipment supplied by SaskTel by any cause whatsoever, Acts of God and reasonable wear and tear and damage attributable to SaskTel excepted, SaskTel shall have the right to require the Customer to pay the cost of restoring the equipment to its original condition or the cost of replacing it.
3. SaskTel's liability for damage, loss, injury or death shall be limited as provided in the Terms of Service of SaskTel's Tariffs. In no event shall SaskTel be responsible for damages, lost revenues, indirect or consequential losses arising out of the use or intended use of the service or equipment.

ITEM **Distinct Customer Connection Point** – *Continued*
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2. Conditions of Service – *Continued*

4. The Customer will not, nor will it permit others or assist others to, tamper with, alter or rearrange the Service or the SaskTel facilities required to provide the Service, or otherwise abuse or fraudulently use the Service, including, without limitation, using the Service:
 - (a) in any manner which interferes unreasonably with SaskTel’s facilities, network or equipment, or access thereto by other persons;
 - (b) contrary to reasonable instructions communicated to the customer by SaskTel;
 - (c) for any purpose or in any manner, directly or indirectly, in violation of applicable laws or in violation of any third party rights;
 - (d) in any manner to avoid the payment of any amount owing to SaskTel; or
 - (e) unless otherwise provided by law, in a manner which bypasses the networks of SaskTel when used for cross-border or international purposes. The customer agrees to indemnify and save SaskTel harmless from and against all losses, liabilities, damage of any type, and expenses arising from any act or omission of the Customer, including without limitation, any use of the Service for any purpose or in any manner contrary to this agreement.

3. Rates

The Customer shall pay the following rates and charges for the Distinct Customer Connection Point.

For ...	Install Charge
Distinct Customer Connection Point	\$20,944.00