

ITEM
1000.14**Diverse Route and Distinct Customer Connection Point**

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1. Service Description

This custom-designed arrangement provides a specific business customer with a Diverse Route and Distinct Customer Connection Point at nine of the customer's locations located in major cities across Saskatchewan. This specific arrangement will terminate a fiber optic cable consisting of both new and existing fiber. In each location, the connections are geographically diverse from the customer's existing connection, between the customer connection point and the serving wire center.

Diverse Route and Distinct Customer Connection Point is provided between :

- (1) The customer's premises in Lloydminster and SaskTel's Lloydminster serving wire centre
- (2) The customer's premises in North Battleford and SaskTel's North Battleford serving wire centre
- (3) The customer's premises in Prince Albert and SaskTel's Prince Albert serving wire centre
- (4) The customer's premises in Saskatoon and SaskTel's Saskatoon serving wire centre.
- (5) The customer's premises in Yorkton and SaskTel's Yorkton serving wire centre.
- (6) The customer's premises in Swift Current and SaskTel's Swift Current serving wire centre
- (7) The customer's premises in Moose Jaw and SaskTel's Moose Jaw serving wire centre
- (8) The customer's premises (A) in Regina and SaskTel's Regina serving wire centre.
- (9) The customer's premises (B) in Regina and SaskTel's Regina serving wire centre.

2. Definitions

For the purpose of this Tariff:

"Serving Wire Centre" refers to the connection in the SaskTel central office that provides the connection to the customers Wide Area Network (WAN).

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3. Conditions of Service

1. The Customer has agreed to pay
 - (a) the installed rate stated in this item to SaskTel to install the Diverse Route and 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.
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.

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3. Rates

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

For ...	Install Charge (Note 1)
Location (1) Lloydminster	\$ 111,414
Location (2) North Battleford	43,937
Location (3) Prince Albert	169,365
Location (4) Saskatoon	32,505
Location (5) Yorkton	52,773
Location (6) Swift Current	66,136
Location (7) Moose Jaw	5,030
Location (8) Regina A	14,090
Location (9) Regina B	29,602

Note 1: The Customer will pay for the install charge for each location upon completion of the construction. The install charges would be in effect from November 7, 2006 to November 7, 2007.