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**ITEM**            **Distinct Customer Connection Point**  
1000.07**1. Service Description**

This custom designed arrangement provides a specific business Customer with a Distinct Customer Connection Point (demarcation) on the specific legally registered property on which this Customer is leasing office space in the city of Regina. The distance from SaskTel's network distribution point on the property to the new Distinct Customer Connection Point will be up to or less than 206 meters in length.

**2. Conditions of Service**

1. The Customer has agreed to pay
  - all costs incurred by SaskTel to install the Distinct Customer Connection Point,
  - all costs associated with the material recovery and removal when they no longer require the Distinct Customer Connection Point, *and*
  - all applicable taxes due and payable in connection with this service.
2. The ownership of the Distinct Customer Connection Point equipment and facilities supplied by SaskTel, including terminating equipment situated in the customer provided distinct connection terminal equipment room located on the 5<sup>th</sup> floor of the legally registered property, shall remain with SaskTel.
3. 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. Upon termination of this service, equipment shall be returned to SaskTel in good condition, reasonable wear and tear and damage attributable to SaskTel excepted. It is the Customer's responsibility to ensure that the Customer has adequate insurance for the equipment and for the loss of the Service provided by SaskTel.

ITEM **Distinct Customer Connection Point** – *Continued*  
1000.07

**2. Conditions of Service** – *Continued*

4. 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.
  
5. 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	Removal Charge
Distinct Customer Connection Point	\$11,000.00	At cost