

ITEM  
1000.12**Emergency Voice Local Network Access Redirection**

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**1. Service Description**

This Emergency Voice Local Network Access Redirection (the Service) enables SaskTel to redirect a specific business Customer's voice-traffic telephone numbers from the Customer's primary business location to a predetermined alternate business location in the event of an Emergency and only upon the Customer's request at the time of an Emergency. This subscription service is only available between two previously specified Customer business locations as agreed upon by the Customer and SaskTel.

**2. Definition**

For the purpose of this Tariff Item "*Emergency*" means an uncontrollable situation arising at the Customer's primary business location.

**3. Conditions of Service**

1. The Service will only be offered where suitable equipment, facilities and network capacity are available.
2. If the predetermined alternate business location is beyond the Customer's exchange boundary, applicable long distance charges will apply when calls are redirected to the alternate location.
3. The tariff provisions prevail to the extent of any inconsistency between the tariff and the provisions of any written or unwritten agreement or arrangement with the Customer.
4. This service does not include the local access facilities at either of the Customer's two specified business locations. If these facilities are not in place, they may be available from SaskTel at current tariff rates and charges. Access facilities must be in place at the predetermined alternate business location before the Service can be invoked.

ITEM  
1000.12**Emergency Voice Local Network Access Redirection** - *Continued*

N

**3. Conditions of Service** - *Continued*

5. The Customer agrees to a minimum of 10 telephone numbers capable of redirection in order to subscribe to this service. Redirection of telephone numbers by the service will only be performed with respect to the entire list of previously selected numbers in the Customer group.
6. The Customer is responsible for contacting SaskTel to invoke and reset this service when the Emergency situation has been resolved at the Customer's business location.
7. The initial service period is 36 months. A termination charge equal to 50% of the remaining monthly rental to be paid will be charged for termination of the service, or some portion of the service, prior to the completion of the initial service period. Any change to the service for reasons of business change, such as destination of redirection, company name change, etc. will not be charged termination providing the service remains intact. Modification charges will apply for the above noted changes.
8. After the initial service period is completed, the service will continue on a month to month basis, at the then current tariff rate as specified in the Letter of Agreement.
9. The Service is available for the Customer's telephone numbers associated with Megalink and Direct Inward Dialing Accesses.
10. SaskTel does not make any representation or warranty the Service will be available at all times to the alternate business location specified by the Customer.

ITEM  
1000.12**Emergency Voice Local Network Access Redirection** - *Continued*

N

**3. Conditions of Service** - *Continued*

11. In the event of a technology change at the SaskTel switch where the primary numbers are connected to that renders this service is no longer functional as initially designed, SaskTel will review the service and endeavour to develop a comparable service for the Customer, if so desired. The characteristics and rates of the comparable service may not be equivalent to those included in this tariff, and all developmental costs of the comparable service will be incurred by the Customer. In the event the Customer purchases the comparable service offered by SaskTel, or in the event the Customer elects not to purchase the comparable service and wishes to terminate the existing service instead, SaskTel will waive the termination charges for the existing service that would otherwise apply pursuant to paragraph 7 above. The comparable service may be subject to Canadian Radio-television and Telecommunications Commission (CRTC) approval prior to SaskTel offering the service to the Customer.
12. The service provides for a maximum of 2 tests of the physical redirection capability per year on dates and at times as agreed upon by the Customer and SaskTel. The Customer agrees that testing may also be initiated up to two times per year by SaskTel for maintenance purposes.
13. The Customer will advise SaskTel of the Customer official(s) responsible for authorizing SaskTel to invoke or reset the Service or to make any telephone number changes or modifications to the Service and will follow SaskTel's standard procedures for making such requests.

ITEM  
1000.12**Emergency Voice Local Network Access Redirection** - *Continued***3. Conditions of Service** - *Continued*

14. SaskTel will not be held liable in any manner or upon any basis to either the Customer or the owner or occupant of the Customer's alternate business location where the Customer's telecommunication traffic is redirected by the service, for any traffic disruptions or congestion caused by the service, including without limitation, instances where such redirection causes capacity volume issues to the network, system or telephone services. F
15. The Customer understands that the service may be affected and thus not operate in an optimal fashion where Emergency or other extenuating conditions affect the functioning of SaskTel's network. As a result, SaskTel offers no representation or warranty that the service will remain operational in such circumstances. For the purposes of clarification Emergency as used in this Section 15 is not limited to the meaning of that term as set out in this Tariff item. F
16. SaskTel shall not be obligated to provide the service while the Customer's account is overdue. F
17. SaskTel, its employees, officers and agents will not be liable whether in contract or tort (including negligence) or based on any other legal or equitable theory or cause of action, to the customer or any other person for losses or damages of any kind, whether direct, indirect, consequential, special, incidental, aggravated or punitive, resulting from any failure of the service, either in whole or in part, to redirect calls from the customer's primary telephone numbers to the alternate or redirected telephone numbers specified by the customer in conjunction with and as part of the service. F

ITEM **Emergency Voice Local Network Access Redirection** - *Continued*  
1000.12

**4. Rates**

The Customer shall pay to SaskTel the following rates and charges for the Service. These rates and charges are in addition to any other rates and charges that may be applicable for the access services to each of the Customer business locations.

<b>For ...</b>	<b>Monthly Rental</b>	<b>Service Charge</b>
Initial service set-up	-	\$1,950.00
Each Customer request for telephone number changes and/or modifications	-	\$150.00 per hour *
Each Telephone Number subscribed to this service and identified for redirection	\$30.00	-

\* Customer requested changes or modifications to the service will be carried out at \$150.00 per hour, billable in 1/4 hour increments, with a minimum of 1/2 hour.