

ITEM **SONET OC3 Dedicated Point-to-Point**
1000.36

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1. Service Description

This customer-specific arrangement provides a SONET (Synchronous Optical Network) OC3 (155 Mbps) dedicated point-to-point connection between a specific customer premises and a SaskTel wire centre within the same exchange that is not the primary serving wire centre for this customer premises.

2. Conditions of Service

1. The minimum contract period for this arrangement is 1 year.
2. This diverse facility between the wire centre and the customer location is being provided on facilities that are in place.
3. At the expiry of the minimum contract period, service will be provided on a month-to-month basis, chargeable at the same monthly rate.
4. Customer agrees to pay to SaskTel:
 - (a) a monthly rental advance in each and every month of the minimum contract period commencing on the In Service Date and thereafter on each monthly anniversary of such date in the amount shown in the Rates section of this Tariff; plus
 - (b) such additional rates and charges as may be applicable from time to time for this Service and/or pursuant to SaskTel's Tariffs, including rates and charges applicable to modifications or additions to the Service; plus
 - (c) applicable sales or other taxes on the Service, payable at the time of payment of the rates and charges to which they apply; plus
 - (d) in the event of termination prior to the expiration of the minimum contract period, termination charges calculated in accordance with this tariff and payable on the date of termination.

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2. Conditions of Service – *Continued*

5. SaskTel shall not be obligated to provide the Service while any payments required to be made by the Customer are in arrears.
6. Customer provides, at its own expense, the required terminal room or enclosure, electrical outlets, lighting, structural requirements and equipment according to environmental specifications. Customer provides SaskTel with keys and access to the terminal room or enclosures. Any Customer terminal equipment attached to SaskTel's network must be certified or connected through a certified network protection device in accordance with SaskTel's Terminal Attachment Standards. SaskTel will be responsible to supply at its expense any cabling required to provide the Service at a Customer location to the Customer building termination point as determined by SaskTel. Customer will be responsible for supplying at its expense the necessary cable entry to Customer's building where the Service will be provided.
7. Customer shall, at its own expense, provide the required inside wire to connect Customer equipment on the Customer premises to the physical patch panel demarcation point within the building where the customer premises are located.
8. The ownership of the Service plus all equipment and facilities supplied by SaskTel, including terminating equipment situated at the Customer premises, together with all modifications, substitutions and additions thereto shall remain with SaskTel.

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2. Conditions of Service – *Continued*

9. 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 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.
10. At the Customer's request SaskTel shall provide maintenance services for the Service on a 24 hour/7day per week basis, following the Competitor Digital Network (CDN) service level objective of an average four-hour mean time to repair (MTTR). The cost of such maintenance services is included in the monthly rental for this Service.
11. Where SaskTel responds to a request for maintenance service and SaskTel determines that Customer equipment is at fault, such maintenance services requests by the Customer will be considered to be a false call out and shall be chargeable by SaskTel to the Customer.
12. This service may be terminated:
 - (a) by the Customer upon thirty (30) days advance notice in writing delivered to SaskTel; provided that if this Service is terminated at any time prior to the expiration of the minimum contract period, either by the Customer for any reason other than because SaskTel has defaulted in its obligations outlined in this tariff, or by SaskTel by reason of the default of the Customer under this tariff, the Customer shall forthwith pay to SaskTel:
 - (i) a termination charge, being a sum equal to fifty percent (50%) of the balance of the monthly rental payments remaining to be paid for the Service for the unexpired portion of the minimum contract period; and
 - (ii) any outstanding charges and rentals accrued and owing as of the date of termination.

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2. Conditions of Service – *Continued*

(b) by SaskTel at any time in the event the Customer defaults in the payment of any amounts owing to SaskTel pursuant to this Service, in the event of any other default by the Customer under this Service after the Customer has been notified of such default and has failed to correct the same fifteen (15) days after such written notice, or immediately in which event the Customer makes an assignment or takes any other action for the benefit of creditors, becomes bankrupt or insolvent, or takes the benefit of, or becomes subject to, any legislation in force relating to bankruptcy or insolvency, in which event the termination charge described in paragraph (a) of this clause shall be paid by the Customer together with any outstanding charges and rentals to the date of termination.

(c) by the Customer upon thirty (30) days advance notice in writing delivered to SaskTel, at any time after the expiry of the minimum contract period at which point service reverts to a monthly rental.

13. SaskTel and Customer agree that the termination charge described in clauses (a) and (b) above are a genuine pre-estimate of liquidated damages arising out of the termination of this Service.

14. This Service may be terminated by the Customer upon the breach by SaskTel of any material term or condition of this tariff where SaskTel has failed to rectify such breach within fifteen (15) days after receipt of written notice of such breach by Customer. Upon termination of this Service by Customer for breach of material term or condition of this tariff by SaskTel there shall be no termination charges payable by Customer by SaskTel.

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2. Conditions of Service – *Continued*

15. Upon termination of this Service, with advance notice to the Customer, SaskTel may enter upon the Customer's premises to remove any equipment supplied and owned by SaskTel or to disconnect the Service.
16. SaskTel does not guarantee or warrant uninterrupted or error free operation of the Service. SaskTel makes no warranties, representations or conditions of any nature whatsoever, either express, implied, including, without limitation, any warranty, representation or condition of fitness for a particular purpose or merchantability with respect to the Service and all warranties, representations and conditions, express or implied, are, to the extent permitted by applicable law, hereby excluded.
17. 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. It is agreed that the Customer shall be solely responsible for the operation of the Service and equipment provided by SaskTel.
18. The Customer agrees that SaskTel will not be liable to the Customer or any third party for: (a) any act or omission of the Customer or any carrier other than SaskTel; (b) any claims or actions related to defamation, copyright or trademark infringement, or the violation of any third party rights, arising from use of the Service; (c) infringement of patents arising from combining or using Customer-provided facilities with the Service or SaskTel's facilities; or (d) any unauthorized use of the Service.

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2. Conditions of Service – *Continued*

19. 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 a 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, damages 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 tariff.
20. Neither this Service, in whole or in part, nor any interest therein, shall be capable of assignment or other disposition in any manner whatsoever by Customer or by SaskTel without the prior written consent of the Customer, which consent shall not be unreasonably withheld.
21. Any term, condition or provision of this Service, which is and shall be deemed to be void, prohibited or unenforceable shall be severable here from and be ineffective to the extent of such voidance, prohibition or unenforceability without in any way invalidating the remaining terms, conditions or provisions of this Service.

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2. Conditions of Service – *Continued*

- 22. SaskTel shall not be liable to the Customer for any delay or failure to perform its obligation under this Service or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of SaskTel, whether or not foreseeable, including but not limited to acts of God, war, civil unrest, acts of public enemies, acts of third party suppliers and labour unrest (such as strikes, slow down and picketing). The obligation of Customer to make payments to SaskTel under this Service shall be relieved for the period of SaskTel’s non-performance due to force majeure commencing after a period of thirty (30) days has expired from the date of occurrence of the force majeure event.
- 23. The Customer agrees that upon Forbearance, this Service will remain in full force and effect and will be deemed to incorporate all rates, charges, terms and conditions set out in SaskTel’s Tariffs immediately prior to forbearance to the extent not otherwise addressed in this Service. Forbearance means the regulatory regime applicable to the Service as a result of a determination by SaskTel’s regulator to forbear from exercising some of its powers.

3. Rates

The Customer shall pay to SaskTel the following rates and charges for SONET OC3 Dedicated Point-to-Point. Such rates and charges are in addition to any other rates and charges that may be applicable.

The following rates are for Regina only.

Service Type	Monthly Rate	Service Connection Charge
	1 year contract	
OC3 local access rate to connect customer premises to local serving wire centre	\$1575.00	\$2780.00