

ITEM  
1000.37**SONET OC3 Diverse Path**

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**1. Service Description**

This customer-specific arrangement provides a SONET (Synchronous Optical Network) OC3 (155 Mbps) diverse path between a specific customer premises and a SaskTel wire centre.

**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. Construction is required between telephone room and demarcation point.
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. 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.
5. 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.
6. 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.
7. A service termination charge equal to fifty percent (50%) of the total remaining balance of the monthly rates for the minimum contract period applies for early termination of the Service.

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8. 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 Diverse Path. 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	\$1350.00	\$1000.00