

ITEM
1000.05**Wavelength Service****1. Service Description**

Wavelength Service is a custom designed arrangement which provides for the connection of a customer's primary data centre to an alternate data centre. The service provides for a managed Optical Course Wave Division Multiplexer Services with redundancy between the customer's two locations in Regina. The service will provide a 10 Gigabit Ethernet connection and a 2 Gigabit Fiber Channel connection.

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2. Conditions of Service

1. Customer agrees to pay to SaskTel:

- (a) a one-time upfront payment of \$100,000.00 due upon notification by SaskTel to the Customer that the primary path for the Service is operational;
- (b) Service Connection Charge of \$5,000.00 payable upon completion of the primary path for the Service;
- (c) a monthly rental of \$14,350.00 payable in advance in each and every month of the fixed term, commencing on notification by SaskTel to the Customer that the primary path of the Service is operational;
- (d) applicable sales or other taxes on the Service payable at the time of payment of the rates and charges to which they apply;
- (e) in the event of termination prior to the expiration of the fixed term of the Agreement, termination charges will apply.

2. SaskTel will not, as a component of the Service, be responsible to re-direct any Customer traffic to the secondary path for the Service if the primary path fails. Such re-direction of traffic shall be the Customer's sole responsibility.

3. When this Agreement continues on a month to month basis, no moves, changes or additions to the Service by the Customer can be made. The monthly rental payable when Customer receives the Service on a month to month basis shall be SaskTel's then current rate for the Service for a contract duration equal in

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length to the initial fixed Contract Period of this Agreement. When this Agreement is on a month to month basis, either SaskTel or the Customer may Terminate this Agreement without cause upon giving one month prior notice to the other party of its intention to do so. In the event of such termination, no termination charges shall be payable by the Customer but Customer shall remain liable to pay to SaskTel for all amounts owing for the Service provided up to the date of termination of this Agreement.

4. Customer shall, at its own expense, provide the required terminal room or enclosure, electrical outlets, lighting and structural requirements as required for the Service as communicated to the Customer by SaskTel. Customer shall provide SaskTel with access to the terminal room or enclosures. Any equipment supplied by Customer and connected to SaskTel's facilities will meet SaskTel standards and specifications.

5. Customer may request SaskTel to relocate all or part of the Service on the same premises. In the event SaskTel is able to provide the relocation of the Service requested by the Customer, the Customer shall pay applicable charges at SaskTel's then current rates; such relocation shall be subject to a lapse in Service unless SaskTel and Customer agree otherwise.

6. Customer may request SaskTel to relocate all or part of the Service to a new location within Regina, being premises different from those where the Service was initially installed. In the event SaskTel is able to provide the relocation of the Service requested by the Customer, the Customer shall pay applicable charges at SaskTel's then current rates and any construction charges that may apply. Such relocation shall be subject to a lapse in the Service unless SaskTel and Customer agree otherwise.

7. This Agreement, or any part, may be terminated:

(a) by the Customer upon thirty (30) days advance notice in writing delivered to SaskTel, provided that if this Agreement is terminated at any time prior to the expiration of the fixed Contract Period, the Customer shall pay to SaskTel a termination charge. The termination charge payable by the Customer will be a single payment equal to 65% of the sum of all of the monthly charges applicable for the Service for the unexpired portion of the fixed Contract Period; and

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(b) by SaskTel, at any time, in the event of default by the Customer under this Agreement after the Customer has been notified, in writing, of the default and has failed to correct the same within thirty (30) days after such written notice, in which event the termination charge described in Paragraph (a) of this clause shall be paid by Customer together with any outstanding charges and rentals due to the date of termination.

8. upon written approval of the Customer and SaskTel, this arrangement may be changed from time to time. The Customer and SaskTel acknowledge that changes may be subject to CRTC approval. SaskTel will advise the Customer in advance if any proposed changes are material and require CRTC approval.

9. Without limiting SaskTel's obligations and the Customer's rights and remedies, both SaskTel and the Customer shall be excused from its failure to perform any of its obligations to this arrangement if either SaskTel or Customer is unable to perform such obligation by reason of Force Majeure. Force Majeure shall not excuse the Company from performing its obligations under the Contingency Plan.

The Customer shall not be obliged to pay the Monthly Rates and Service Charges for any portion of the Services which SaskTel was unable to render as a result of an event of Force Majeure. Credits shall not be calculated and imposed under this Tariff Item if SaskTel's failure to provide that portion of the Services is as a result of an event of Force Majeure.

3. Rates

The customer shall pay to SaskTel the following rates and charges for the Wavelength Service and is subject to all applicable terms and conditions of the Company's Tariffs. Such rates and charges are in addition to any other rates and charges that may be applicable.

ITEM **Wavelength Service**
1000.05**5 Year Contract Term**

Service Item	Monthly Rate	Upfront Payment	Service Connection Charge
10 Gig Ethernet connection and 2 Gig Fiber connection	\$14,350.00	\$100,000.00	\$5,000.00

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