

ITEM **Intra Exchange Fiber Optic Cable Facilities**
1000.43

1. Service Description

This tariff provides for the lease of fiber optic cable facilities between customer premises in the urban exchanges of Regina and Saskatoon.

2. Conditions of Service

1. This tariff is for a 5-year term contract.
2. The customer has a single renewal option of a 5-year term at the existing rates. The tariff will remain in effect on a month to month basis after the expiration of the customer's contract.
3. This tariff has since been discontinued and as such is no longer available to new customers. The existing customer is not permitted to make any additions, moves or changes to the existing arrangement.
4. SaskTel shall complete construction, or otherwise obtain for lease and use by the Customer, the fiber optic cable facilities.
5. In order to have sufficient time to conduct the testing of the fiber optic cable facilities, SaskTel agrees to schedule testing of the fiber optic cable facilities no later than ten (10) Business Days before the intended lease and delivery date, and to allow the Customer to be present at the testing and have a full opportunity to conduct tests on the fiber optic cable facilities, provided such test scheduling shall not delay SaskTel's construction and completion schedule for the fiber optic cable facilities. SaskTel further agrees to provide the Customer at least five (5) Business Days prior notice of SaskTel's testing of the fiber optic cable facilities as well as copies of all test reports and documentation from SaskTel's own tests of the fiber optic cable facilities.

ITEM **Intra Exchange Fiber Optic Cable Facilities – Continued**
1000.43

2. Conditions of Service – Continued

6. The lease of the fiber optic cable facilities from SaskTel to the Customer, when effected in accordance with this tariff includes the Right Of Way (ROW) Rights for the fiber optic cable facilities for the Term, and the Lease Fee shall be inclusive of all Rights-of-Way fees and other charges for the Term excluding Taxes.
7. In addition to the charges specified in this Tariff, the Customer agrees to pay to SaskTel all applicable Taxes due and payable in connection with the fiber optic cable.
8. SaskTel will be responsible for the construction of the fiber optic cable in accordance and in compliance with sound industry standards using the skill and expertise appropriate for this arrangement, and the construction specifications attached to the Agreement.
9. In connection with the construction of the fiber optic cable, and the lease of the fiber optic cable to the Customer, SaskTel, at its sole cost and expense, will (i) obtain all necessary access to Rights-of-Way; (ii) will comply with all applicable federal, provincial or local laws, ordinances, regulations, orders, permits or requirements of any governmental body having jurisdiction; and (iii) secure all necessary licenses, permits, easements, approvals, and authorizations required for the construction, installation, lease and maintenance of the fiber optic cable.

ITEM **Intra Exchange Fiber Optic Cable Facilities – Continued**
1000.43

2. Conditions of Service – Continued

10. The Customer acknowledges that SaskTel may subcontract the construction of the fiber optic cable to qualified entities experienced in constructing and engineering fiber optic networks in Saskatchewan, provided however that SaskTel shall be and remain responsible to the Customer at all times for SaskTel's obligations under this tariff. SaskTel and its authorized agents shall perform all network engineering and design, cable construction and maintenance, including placement, permitting, easement acquisition, pole attachments, make ready work and splicing necessary for the fiber optic cable to be fully operational.
11. SaskTel shall notify the Customer in writing when the fiber optic cable is ready for delivery (the "Certification") and shall deliver to the Customer complete copies of all fiber test results and all test and certification documentation related to the relevant SaskTel sites, support structures and fiber optic cable (collectively the "Delivery Documents"), which fiber test results shall specify end-to-end loss, measured from repeater hut to repeater hut and Optical Time Domain Reflectometer traces.
12. The Customer will have ten (10) Business Days from the date SaskTel delivers the Delivery Documents to the Customer (the "Inspection Period") to inspect the Delivery Documents, the fiber optic cable, the support structures and the relevant SaskTel sites to ensure that the construction specifications, the SaskTel site specifications and all requirements of this Tariff and the Agreement have been met.

ITEM
1000.43**Intra Exchange Fiber Optic Cable Facilities – Continued****2. Conditions of Service – Continued**

13. Throughout the Term of this tariff, SaskTel shall maintain the fiber optic cable, support structures and the SaskTel sites upon and in accordance with the terms and conditions set forth in this Tariff. In the event the Customer, acting in good faith, has a bona fide basis for believing that any strands of the fiber optic cable, the SaskTel sites or the support structures do not meet or continue to meet the standards as described herein, the Customer shall provide written notice to SaskTel specifying the bona fide basis and the potential deficiency and SaskTel shall retest the strands and/or inspect the SaskTel sites and support structures described in the Customer's notice. A Customer representative shall be entitled to be present during such testing and to conduct, at the Customer's expense, its own tests if it deems appropriate. In the event that at any time during the term of this tariff any of the fiber optic cable, the SaskTel sites or the support structures are not available or do not meet such standards and specifications as set out in this tariff then upon written notice and subject to the cure period specified in this Tariff, the Customer will be entitled to the rights and remedies set out in this tariff.
14. As part of the monthly Lease Fee, and for no additional charge, cost or expense, SaskTel shall provide to the Customer routine maintenance which includes but is not limited to providing the Customer with reasonable time estimates for repair and prompt repair of all cable cuts along any part of the fiber optic cable, or along any part of the SaskTel Network if such cut might affect any of the fiber optic cable.
15. SaskTel reserves to itself, its successors and assigns, the right, in its sole discretion, to operate the SaskTel Network and SaskTel sites in such manner as will best enable it to meet its business purposes, provided however that SaskTel shall ensure there is no interference with the Customer's use and possession of the fiber optic cable and the Customer's interest in the SaskTel sites.

ITEM
1000.43**Intra Exchange Fiber Optic Cable Facilities – Continued****2. Conditions of Service – Continued**

16. Any maintenance conducted by SaskTel shall be conducted in accordance with the terms of this tariff. SaskTel shall provide the Customer with a minimum of ten (10) Business Days prior written notice of any non-routine non-emergency maintenance, and shall ensure that such maintenance shall not in any way interfere with the Customer's use and possession of the fiber optic cable. Notwithstanding the above, if SaskTel is required to cut a cable for maintenance purposes, SaskTel will give the Customer a minimum of fifteen (15) days prior written notice of the cable cut. SaskTel shall provide the Customer with notice of any emergency maintenance as quickly as possible under the circumstances giving rise to the emergency and if only verbal notification is possible, SaskTel shall provide the Customer with written notice within three (3) Business Days thereafter.
17. SaskTel reserves to itself, its successors and assigns, the right, in its sole discretion, at its cost and expense, to relocate and maintain the SaskTel Network and the fiber optic cable as may be required for its business purposes or as required under any right of occupancy by any regulator or governmental entity of competent jurisdiction or if required pursuant to any ROW Agreement or Support Structure Agreement.
18. SaskTel shall be responsible for all costs associated with relocation of any of the fiber optic cable. SaskTel shall use its best efforts to minimize the effect of such relocation on the Customer's use of such fiber and the costs of such relocation.

ITEM
1000.43**Intra Exchange Fiber Optic Cable Facilities – Continued****2. Conditions of Service – Continued**

19. SaskTel has in place all necessary Rights of Way to support and maintain the fiber optic cable and shall maintain in existence and shall comply with all Support Structure Agreements and ROW Agreements relating to the fiber optic cable. SaskTel shall notify the Customer forthwith of any default of any party thereunder. SaskTel shall not make any amendments to any Support Structure Agreement or ROW Agreement which would have an adverse effect upon the fiber optic cable, the Customer, or upon the Customer's rights, liabilities or obligations hereunder, without the Customer's prior written consent.
20. All work activities with a potential to impact the Customer services or the fiber optic cable will be subject to the established maintenance, restoration and change management procedures as mutually agreed to by the parties from time to time.
21. Without limiting the generality of this condition and without affecting other remedies to which the Customer may be entitled at law or in equity against SaskTel and/or other Persons, in the event that at any time during the Term of this tariff any part of the fiber optic cable, the support structures, ROW Rights or any portion of the SaskTel sites containing Customer space are unavailable or do not meet the specifications or standards set out in this tariff, then SaskTel shall rectify the deficiencies within thirty (30) days of receiving written notice from the Customer of the deficiencies and SaskTel shall ensure the fiber optic cable, the support structures, ROW Rights, SaskTel sites and/or the Customer Space as specified in the written notice are available, meet, and continue to meet, the specifications and standards set out in this tariff throughout the Term. In the event SaskTel is unwilling or unable to rectify the deficiencies or make the facilities available within that time period, then the Customer may rectify any deficiency in the fiber optic cable, or obtain other facilities if the deficiencies cannot be rectified, or enforce the Right of Way Agreements as SaskTel's agent, all at SaskTel's cost, which may be set off against the monthly Lease Fee, or any other monies owing from the Customer to SaskTel.

ITEM 1000.43 Intra Exchange Fiber Optic Cable Facilities – Continued**2. Conditions of Service – Continued**

22. For the duration of this arrangement, each party shall, at its respective sole cost and expense, procure, maintain, pay for, and keep in force insurance coverage.

3. Rates

The Customer shall pay to SaskTel the following rates and charges for Intra Exchange Fiber Optic Cable Facilities.

	Monthly Rental	Service Charge
Fiber Optic Cable Facilities	\$53,323	\$635,000