

ITEM  
1000.06**Digital Video Services Delivery****1. Service Description**

25 Mbps Digital Video Broadcasting - Asynchronous Serial Interface local loops originating at Customer's address and terminating at Customer's Regina transmitter site.

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C**2. Conditions of Service**

1. SaskTel shall provide, install and maintain the necessary equipment and facilities for the establishment of, and shall furnish to the Customer, the following service:

Two (2) 25 Mbps Digital Video Broadcasting - Asynchronous Serial Interface local loops originating at Customer's address and terminating at Customer's Regina transmitter.

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2. Customer acknowledges and agrees that the Service is provided by SaskTel on an unprotected basis and SaskTel does not warrant or promise that the Service will be uninterrupted. In the event of any failure in the Service SaskTel will use commercially reasonable efforts to restore or repair the Service. SaskTel's liability for errors, omissions or interruptions to the service provided by the Contracted Facilities is governed by the terms of SaskTel's Terms of Service which are a part of SaskTel's General Tariff.
3. Customer shall provide space at its locations described in Article 1 for use by SaskTel for the installation of SaskTel equipment and facilities required to provide the Service. Such space at each of the Customer's locations must be capable of accommodating a 7701FR multi-frame equipment shelf having physical dimensions of 19" in width x 1.75" in height by 14.5" in depth. The Customer shall provide at its expense, power to the SaskTel equipment that will be installed and located on such multi-frame equipment shelves in each Customer location.
4. Customer shall pay to SaskTel for the use of the Service the following amounts:
  - (a) The amounts listed in the Rates section of this tariff.
  - (b) All applicable sales or other taxes, whether federal, provincial, municipal or otherwise, payable at the time of payment of the rates and charges to which they apply;

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**2. Conditions of Service** – *Continued*

- (c) Interest at the rate provided from time to time in SaskTel's General Tariff on all sums not paid more than thirty (30) days from the billing date; and
  - (d) Such additional rates and charges as may be applicable from time to time pursuant to SaskTel's General Tariff.
5. Customer shall provide access to and from Customer's property and Customer's building sufficient to enable SaskTel to maintain its equipment and facilities. Customer's building, where SaskTel's equipment and facilities are located, will be kept at all times at normal room temperature to ensure proper operation of such equipment and facilities.
6. The Minimum Contract Period for the Contracted Facilities is Five (5) Years. Customer may terminate the service in whole prior to expiry of the Minimum Contract Period in which case, the applicable termination charge shall be an amount equal to the monthly charge for the Service multiplied by the number of months remaining in the unexpired balance of the Minimum Contract Period and such termination charge shall be immediately payable by the Customer. Customer and SaskTel agree that the termination charge described in this Article 6 is a genuine pre-estimate of the damages arising out of termination of this Agreement by the Customer and is not a penalty.
7. After the Minimum Contract Period has expired, this Agreement shall automatically renew for successive month to month periods subject to either party providing one month prior written notice of termination to the other.
8. If Customer is in breach of any of its obligations under this Agreement, including default in payment of any charge or charges for a period of thirty (30) days after notice of such breach has been given to the Customer by SaskTel, then, at the option of SaskTel, SaskTel may terminate this Agreement by giving written notice to that effect to the Customer. Thereupon, termination charges in an amount equal to the monthly charge for the Service multiplied by the number of months remaining in the unexpired balance of the Minimum Contract Period, shall be immediately payable by the Customer. Customer and SaskTel agree that the termination charge described in this Article 8 is a genuine pre-estimate of the damages arising out of termination of this Agreement by the Customer and is not a penalty.

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**2. Conditions of Service** – *Continued*

9. If SaskTel is in breach of any of its obligations in this Agreement that materially affect the Service, then, at the option of the Customer, Customer may terminate this service by giving thirty (30) days prior written notice to that effect to SaskTel provided SaskTel has not rectified such breach prior to expiry of such thirty (30) day period. Thereupon, no termination charges shall be payable by the Customer as set forth in Article 8 and Customer's sole liability to SaskTel will be to pay the charges for Service and due to the date of termination.
10. Customer shall not assign, transfer, sublet or otherwise dispose of this Agreement in any manner in whole or in part without the prior written consent of SaskTel.
11. Customer shall not interconnect the Service with any other facilities of any other party without the written consent of SaskTel, which consent may not be unreasonably withheld.
12. SaskTel agrees to provide the Service twenty-four (24) hours per day less time required for maintenance or other corrective actions and less any time for interruptions of the Service.
13. SaskTel shall use commercially reasonable efforts to perform maintenance at times other than when the Service is being used by the Customer. SaskTel shall try to provide thirty (30) days advance notice before interruption of the Service where interruption of the Service is required for SaskTel to perform maintenance.
14. Customer shall report troubles with the Service to SaskTel's Regina BFCO at 777-3789 and use option 1 for the Regina Television Operating Centre.

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**2. Conditions of Service** – *Continued*

15. In the event that SaskTel is prevented, hindered or delayed in providing the Service or is unable to perform any part of its obligations in this Tariff, due to labour disputes, strikes, walkouts, fire, delay by common carriers, unavoidable catastrophes or by any cause or kind beyond the control of SaskTel and whether or not foreseeable by SaskTel, including but not limited to, acts of God, war, governmental regulations or otherwise, SaskTel shall be excused from the performance of such obligation to the extent that performance is prevented, hindered or delayed by any such cause. Upon the occurrence of any of the above events, SaskTel shall use reasonable efforts to notify the Customer of the failure and the extent of such conditions and SaskTel shall use reasonable efforts to remove such causes of nonperformance. In no circumstances shall SaskTel be liable to the Customer for any damages howsoever sustained by the Customer, or for any failure to perform any act or the nonperformance of any obligations under this Tariff due to the any such circumstances.
  
16. Neither the granting of any time or any other indulgence to Customer, nor the failure of SaskTel to insist upon the strict performance of any covenant, term or condition hereof, or to enforce any rights hereunder, shall be construed as a waiver of SaskTel's rights or remedies hereunder and the same shall continue to be in full force and effect. A waiver of any default hereunder shall not operate as a waiver of any subsequent default. All waivers shall be in writing and delivered to the Customer.

ITEM **Digital Video Services Delivery** – *Continued*  
1000.06**3. Rates****5 Year Contract Term**

<b>Service Item</b>	<b>Monthly Rate (per loop)</b>	<b>Service Connection Charge (per loop)</b>
25 Mbps Digital Video Broadcasting – Asynchronous Serial Interface	\$2,684.00	\$2,000.00

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