

ITEM 696 **OC-3 Access & Inter-exchange Channels – B.C. (Vancouver – Maple Ridge)** N

ITEM 696.1 **Service Description**

This service provides the provisioning and maintenance of one (1) OC-3 channel (non-concatenated channelized linear protected) for each of the following segments in B.C.:

Inter-exchange OC-3: Vancouver (Customer co-location space in the Company Mutual Central Office) – Maple Ridge (Company Haney Central Office); and  
 Local Access OC-3 (with associated link): Maple Ridge (Company Haney Central Office – Customer point-of-presence).

ITEM 696.2 **Conditions of Service**

1. Item 696 shall be provided in accordance with the terms and conditions in the Company’s Tariffs, including the General Terms of Service (Tariff CRTC 21461, Items 101-124, as applicable), this Item 696 tariff and the associated Item 696 Special Assembly Agreement (the Item 696 Agreement). In the event of any conflict or inconsistency between this tariff and the provisions of any written or unwritten agreement or arrangement with the Customer relating to this service, the Company’s Tariffs shall govern.

2. Initial Service Period (the “Minimum Contract Period”): Three (3) years.\*\*

(\*\* Upon expiry of the Minimum Contract Period, the Company shall continue to provide the Item 696 services for a Minimum Contract Period equal to three (3) years, unless either the Customer or the Company gives notice to the other party that it does not wish to renew, or unless the Customer signs a new agreement with the Company for services at least thirty (30) days prior to the end of the Minimum Contract Period, or unless the Customer terminates the Item 696 services within sixty (60) days after the start of the renewed Minimum Contract Period.)

3. Unless otherwise specified in the Item 696 Agreement or in the Company’s Tariffs, the Customer is responsible for the selection, supply, installation and maintenance of all data, equipment, software and services necessary for use or used in conjunction with the Item 696 services.

4. The Company may restrict the use of the Item 696 services by the Customer as provided for in the Item 696 Agreement or in the Company’s Tariffs.

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ITEM 696.2 **Conditions of Service - Continued** |

5. The Customer may terminate some or all of the Item 696 services at any time by giving at least thirty (30) days advance written notice to the Company, and provided that it pays the required termination charges. |
6. The termination charges payable by the Customer for terminating the Item 696 services prior to the end of the Minimum Contract Period are equal to one half (1/2) of the charges remaining for the unexpired or remaining part of the Minimum Contract Period. Termination charges may be waived as provided for in Item 696.2.9 below. |
7. During the Minimum Contract Period, the Customer may obtain additional Item 696 services by signing an additional service schedule to the Item 696 Agreement (the “Service Schedule”) prepared by the Company. The Minimum Contract Period for the additional Item 696 services will be specified in the additional Service Schedule, and will begin on the date the additional Item 696 services have been installed by the Company (or the date of approval by the CRTC, whichever is later, if the service added requires additional approval from the CRTC in the form of either a new tariff item or proposed amendment to Item 696). |
8. To relocate the Item 696 services from a Customer site or service address specified in an approved Service Schedule (the “existing Service Address”) to a new service address, other than to a location within the same building at an existing Service Address, the Customer must: |
  - a. terminate the Item 696 services at the existing Service Address, and obtain new service at the new service address by signing an additional Service Schedule prepared by the Company; or |
  - b. by signing a new agreement with the Company for services at the new service address. |
9. In the event that the Customer relocates the Item 696 services in accordance with Item 696.2.8 above: |
  - a. the Customer must pay any applicable installation and construction charges, and all other rates and charges for the services at the new service address; |
  - b. termination charges will become payable unless the services at the new service address are of equal or greater value than the value of the services at the existing Service Address for the unexpired portion of the Minimum Contract Period; and |

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ITEM 696.2 **Conditions of Service - Continued**

c. the Minimum Contract Period that will apply to the services that are relocated will be specified in the additional Service Schedule or the new agreement, and will begin on the date the relocated services have been installed by the Company (or the date of approval by the CRTC, whichever is later, if the service added requires additional approval from the CRTC in the form of either a new tariff item or proposed amendment to Item 696).

10. The Customer shall be responsible for obtaining at its sole cost all rights-of-way, permissions and/or third party consents required to permit the Company to install and maintain any facilities, equipment, software, systems or processes used by the Company to provide the Item 696 services from the legal boundary of the Customer's premises or any Customer site to any services demarcation located therein, including the consent of the Customer's landlord or building owner.

ITEM 696.3 **Rates**

The Customer shall pay the following rates and charges 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.

Service Item	Monthly Rate	Service Charge
Inter-exchange OC-3 (Vancouver - Maple Ridge): one channel; <u>plus</u> Local Access OC-3 with associated link (Maple Ridge): one channel	\$19,821.00	\$9,000.00