

ITEM  
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**Data Transmission – Flat Rate Low-Speed Data Network (B.C. Only)**

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**Service Description**

The service provides a low speed data network that allows the Customer to connect its host computer located in British Columbia, to its remote terminals (referred to as Drops) located throughout British Columbia.

The network allows the Customer to send out polling sequences from its host computer to each of its remote terminals to determine if a remote terminal has any transactions that need to be serviced.

The service includes non-forborne tariff items and forborne services as listed below:

1. Interexchange Line Mileage – Data, TCBC General Tariff (CRTC 1005), Item 106-A (“Item 106-A”).
2. Private Line Service – Data/Local Channels, TCBC General Tariff (CRTC 1005), Item 400-A (“Item 400-A”).
3. Inter-Office Digital Channels – regulated and forborne cross sections, General Tariff (CRTC 21461), Item 503 (“Item 503”). Any forborne route included in the service is allowed to be a maximum distance of 250 miles. F
4. Customer Volume Pricing Plan, General Tariff (CRTC 21461), Item 504 (“Item 504”). |
5. Digital Private Line Service Extension Features, General Tariff (CRTC 21461), Item 506 (“Item 506”). |
6. Megastream Service, TCBC General Tariff (CRTC 1005), Item 437 (“Item 437”).
7. Digital Network Access, TCBC General Tariff (CRTC 1005), Item 447 (“Item 447”).
8. Central Office-location leased modems – forborne. The maximum ratio of Drops to modems is 30 to 1.

The Customer’s host computer is connected, via a customer premise Megastream Terminating Equipment (MTE) provisioned by Item 437, to the digital backbone on a DS-1 connection that is provisioned by Item 447.

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**Service Description - Continued**

The digital backbone consists of forborne and regulated DS-0 channels provisioned by Item 503, and both MTE and associated service extension features provisioned by Item 506 at various Company Rate Centres. At the Company Rate Centres, the MTEs are connected to forborne Central Office-location leased modems.

The Customer's remote terminals, which include Customer owned analogue modems that are compatible with the modems in the Company Rate Centres, are connected to the digital backbone via analogue channels that are provisioned by Item 400-A if the remote terminal is in the same free calling area as the Company Rate Centre to which it is connected, or Item 106-A if it is in a different calling area.

Each Drop (or remote terminal) will be connected to a Central Office-location leased modem using either Item 106-A or Item 400-A service, and will require the services of MTEs (Item 506 and Item 437), DS-0s (Item 503) and DS-1s (Item 447), except for Drops located in the same city where the Customer's host computer resides. Drops located in the same city where the Customer's host computer resides will not require DS-0s from Item 503.

Unless the conditions set out in Items 688.2.4 and 688.2.5 have taken place, the Customer must commit to a minimum monthly tariff cost of \$70,000 for services provided under Items 503, 506 and 437 over the duration of the Service Contract Period in order to qualify for a 21% discount pursuant to the minimum dollar and contract period commitment as provided under Item 504.

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This service also includes MTE and associated DS-1 access at an alternate Customer Back-up location should the Host computer fail.

Unless the conditions set out in Items 688.2.4 and 688.2.5 have taken place, the average usage of Tariff services per Drop per month must not exceed the following dollar limit (at tariff cost):

Tariff Service	Average Usage
Item 106-A and Item 400-A	\$89.40
Items 437, 503 and 506 combined (Note 1)	\$15.60
Item 447	\$0.50

Note 1: The average usage for Items 437, 503 and 506 includes any adjustments resulting from the application of Item 504, Customer Volume Pricing Plan to these services.

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**Data Transmission – Flat Rate Low-Speed Data Network (B.C. Only) – Continued**

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**Conditions of Service**

1. The Data Transmission – Flat Rate Low-Speed Data Network service is provided under the terms and conditions of this Tariff item, and General Tariff (CRTC 21461) Item 100, General Terms of Service as applicable, and the Special Assembly Agreement associated with this service. 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 prevail.
2. Service Contract Period: May 13, 2004 to May 31, 2008. C
3. A minimum average monthly base of 3,710 Drops will be maintained for the Service Contract Period (the "Minimum Commitment"). If the Minimum Commitment is not met in any given month of the Service Contract Period, the customer will be charged the amount of charges applicable for the Minimum Commitment (such amount is herein referred to as the "Minimum Commitment Charge"). |
4. Notwithstanding Item 688.2.3, if:
  - a) the Customer has contracted with the Company or a Company affiliate for service or services to replace those offered pursuant to this Tariff Item;
  - b) the Customer seeks to migrate to the new services referenced in Item 688.2.4.a; and
  - c) the committed revenues under the new contract are equal or greater than those remaining under the original contract for the service in this Tariff Item; then
  - d) the Minimum Commitment Charge will not be applied during the migration period.
5. For purposes of Item 688.2.4, the "migration period" commences on January 1, 2007, and ends on May 31, 2008. |
6. Services will be provided subject to the availability of suitable facilities and sufficient capacity.
7. If the Customer terminates the Special Assembly Agreement prior to the expiry of the Service Contract Period stated in Item 688.2.2 above, the Customer shall pay to the Company all outstanding charges payable as at the date of termination plus 25 % of the present worth of the remaining monthly Minimum Commitment Charges for the unexpired portion of the Service Contract Period as calculated by the Company (such amount is herein referred to as the "Termination Charge").
8. If the Customer terminates the Special Assembly Agreement prior to the expiry of the Service Contract Period stated in Item 688.2.2 above, the Termination Charge will be waived if: (a) the Customer contracts for another Company or Company affiliate service where the committed revenues under the new contract are equal to or greater than those remaining under the original contract; or (b) the reason the Customer terminates is an increase to the Flat Rate.

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**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.

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Service Item	Monthly Rate	Service Charge (Notes 1 & 2)
Flat Rate per Drop (Note 3)	\$110.00	TCBC General Tariff (CRTC 1005) Items 106-A and 400-A

**Note 1:** A service charge per drop, as specified in TCBC General Tariff (CRTC 1005), Item 106-A B.1.(a)iii or Item 400-A B.1., applies for each new installation, off-premises move, or on-premises move.

**Note 2:** The service charge for local channels specified in TCBC General Tariff (CRTC 1005), Items 106-A B.1.(a) iii. a), and Item 400-A B.1.(a) and (b) will not apply when installed at the same time as Multi-point Anti-streaming Service (TCBC General Tariff CRTC 1005 Item 401).

**Note 3:** A Drop is a service point at which an analogue channel is connected to each customer remote terminal.