

ITEM 223 **Optical Carrier Research Network Service (Alberta)** N

ITEM 223.1 **Service Description** |

The Service provides the Customer with a private, secure, non-switched optical carrier network service between three Customer Sites within specific Company local exchanges using unprotected 10 Gbps wavelength interexchange and Ethernet local access facilities on one route and unprotected GigE interexchange and local Ethernet access facilities on a second route. |

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

- Ethernet Access Service – regulated accesses, General Tariff (CRTC 21461) Item 519; FN
- Interexchange Private Line – forborne cross-sections. |

The Service is provided to the Customer in cities and on routes within Alberta specified in the Service Agreement between the Company and the Customer and is to be used to support various non-commercial experimental, research and educational activities by the Customer. |

The Service is for a minimum three-year period with no renewal option. The Service will be billed on the basis of a one-time, up-front, non-refundable charge. |

The Service does not include Customer Premises Equipment or any service level guarantees. |

Definitions |

For the purposes of this Tariff item: |

“*Customer Site*” is a site designated in the Service Agreement where Service is to be provided and where a Service Demarcation Point is located. |

“*Minimum Contract Period*” is the three-year term for the Service that expires three years after the effective date of this tariff. |

“*Network Facilities*” are equipment and transmission facilities operated and maintained by the Company to provide the Service to the Customer up to, and including the Service Demarcation Point. |

“*Service Demarcation Point (SDP)*” is a physical or logical interface on a network device managed by the Company at a Customer Site. |

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ITEM 223.2	Conditions of Service	
	1. The Service is provided by the Company subject to the availability of applicable equipment and facilities.	
	2. The Customer may use and resell the Service to its end-users.	
	3. The Customer or its end-users may use the Service for research, experimental and education purposes only. The Service may not be used by the Customer or its end-users for commercial traffic, including general Internet transit traffic from the Customer to any end-user.	
	4. The Customer shall be responsible for the selection, supply, installation and maintenance of all data, equipment, software and services necessary for interconnection to the Company at each SDP at each Customer Site, including all customer premises equipment.	
	5. If any customer premises equipment is believed by the Company to cause hazard or service obstruction, the Customer shall use commercially reasonable efforts to address any hazard or obstruction at the Company's request.	
	6. The Company shall be responsible for installing and maintaining the Network Facilities required to provide the Service to the SDP at each Customer Site.	
	7. The establishment of SDPs shall require agreement by both the Company and the Customer. Any changes to location of the SDPs shall be agreed upon by both parties.	
	8. The Customer is not entitled to any refund, rebate or service credits in the event that the Customer or the Company terminates service under this tariff.	
	9. The Customer may not change, add or delete Customer Sites during the Minimum Contract Period. Any change, addition or deletion of a Customer site will be deemed to be a termination of the Service by the Customer.	
	10. This tariff is in effect for a three-year period commencing the effective date as approved by the Canadian Radio-television and Telecommunications Commission.	

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ITEM 223.3 **Rates** |

The Customer shall pay to the Company the following rates and charges for Optical Carrier Research Network Service (Alberta). Such rates and charges are in addition to any other rates and charges that may be applicable. |

Minimum Contract Period	Non-Recurring Rate
3 Years	\$350,000 (Note 1)

Note 1: Payable in full at the commencement of the Initial Service Term. |