

ITEM
693

OC-12 Access & Inter-exchange Channels – Alberta (Edmonton-High Level)

ITEM
693.1

Service Description

This service provides the provisioning and maintenance of one (1) OC-12 channel (non-concatenated channelized linear protected) for each of the following segments in Alberta:

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- Inter-exchange OC-12*: Edmonton (Customer co-location space in the Company Main Central Office) – High Level (Company Central Office); and
- Local Access OC-12* (with associated link): High Level (Company Central Office – Customer point-of-presence)

(* Pending construction of applicable access fibre.)

ITEM
693.2

Conditions of Service

1. Item 693 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 693 tariff and the associated Item 693 Special Assembly Agreement (the Item 693 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: Ten (10) years, ending February 21, 2016**

(** With automatic renewal for one (1) successive ten (10)-year Renewal Term at the same Item 693.3 one-time service charge (the Item 693 Non-recurring Charges) and recurring monthly rates (the monthly recurring charges). The Item 693 Non-recurring charges are payable at the commencement of the Renewal Term, unless the renewal is refused with at least 180 days notice by either the Company or the Customer prior to the expiry date of the Initial Service Period.)

3. The Customer shall be liable for and pay to the Company an additional charge based on the installed cost of the applicable Item 693.1 access facility that is in excess of the costs captured in the Item 693 Non-recurring Charges specified in Item 693.3.

4. If the Customer cancels or terminates all or part of the Item 693 service during the Initial Service Period (or the successive Renewal Term, if applicable), the Customer shall not be liable for payment of an early termination charge and the Customer shall not be entitled to a refund of all or any part of the Item 693 Non-recurring Charges.

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OC-12 Access & Inter-exchange Channels – Alberta (Edmonton-High Level) - Continued

ITEM
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Conditions of Service - Continued

5. The Customer shall not be entitled to:
 - a. replace the Item 693 service with any other Company service(s); or
 - b. move the Item 693 service to any other location, during the Initial Service Period (or the successive Renewal Term, if applicable).

Any move of a channel provided pursuant to this Item 693 tariff may only be implemented by the cancellation or termination by the Customer of the applicable channel and service and the installation of a new channel and service under a separate agreement.

6. If the Customer wishes to request the upgrade of the Item 693 service to a greater bandwidth or capacity, the Customer shall request such a change in accordance with the procedure set out in the Item 693 Agreement. No change shall be effective until the applicable written amendment has been completed, executed and approved by the CRTC. The costs associated with preparing and delivering any change shall be borne by the Customer.

ITEM
693.3

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-12 (Edmonton-High Level): one channel; <u>plus</u> Local Access OC-12 with associated link (High Level): one channel	NA	\$4,100,000.00
Channelization – OC-12 to OC-3	\$4,800.00	NA

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NA – Not applicable.