

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)****Item 720 MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT****720.15 Customer Specific Information****1. General**

Services Provided (a) The Company provides the following Services to the Customer, as detailed in this Tariff Item.

Services	
Business Primary Exchange (Local) Service	Regulated Service
Centrex III Service	Regulated Service
Megalink Service	Regulated Service
Long Distance and Toll-Free Services	Otherwise Forborne Services
Frame Relay Service	Otherwise Forborne Service

General Terms and Conditions

(b) In the event of any inconsistencies between this Tariff Item and any written or unwritten contract or agreement with the Customer, the rates, charges, terms and conditions specified in this Tariff Item shall prevail.

(c) Payment Provisions: Unless specified otherwise herein, all undisputed invoiced amounts due are payable within 30 days of the invoice date and are subject to a late payment charge of 1.5% per month (19.56% per year) calculated from the invoice date.

(d) Term: The rates, terms and conditions applicable to the Services offered in this Tariff Item, shall remain in effect for a term of 3 years and 3 months (the Minimum Contract Period or MCP), unless specified otherwise in this Tariff Item. The Customer may, by providing the Company 30 days written notice, elect to terminate this arrangement anytime during the last year of the MCP without termination charges.

**SPECIAL FACILITIES SERVICES
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Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.15	Customer Specific Information - continued	
	1. General - continued	
General Terms and Conditions	<p>(e) Termination and Migration</p> <p>(1) Unless specified otherwise herein, the Customer may terminate all or portion of the Services at any time prior to the end of the current MCP by giving 30 days written notice to this effect prior to the proposed termination date to the Company, provided that the Customer pays to the Company the termination charges applicable to such Service as set out herein, or in the absence of such specified termination change, a termination charge of half the remaining billing commitment under the MCP.</p> <p>(2) The Company may, in its absolute discretion, immediately terminate this arrangement or suspend delivery of any or all Services by notice to the Customer prior to the end of the MCP.</p> <p>a. for breach by the Customer of any term of this arrangement, including the failure by the Customer to make full payment of an invoice within 30 days of the issue date of the invoice provided that the Company provides the Customer with notice of the breach and provided that the breach is not remedied within 15 days after the delivery of such notice to the Customer; or</p> <p>b. if the Company has reason to believe that the Customer, its representatives or end-users are using the Services in contravention of national or international communications regulations, laws or tariffs.</p> <p>(3) If the Customer migrates to a comparable service, the termination charges may be waived by the Company. A comparable service is one offered by the Company, with duration at least as long as the MCP, and to which the applicable monthly charges are no lower than those under this arrangement.</p> <p>(4) The Customer may terminate this arrangement if the Company defaults in any of its material obligations and such default is not cured within 30 days of notice from the Customer, without liability for any termination charges, except for charges accrued up to the date of the termination.</p> <p>(5) Either Party (the Customer or the Company) shall be entitled to terminate this arrangement immediately with notice in the event of the other Party's insolvency, receivership or voluntary or involuntary bankruptcy or in the event that the Company ceases to offer the Services.</p>	N

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720.15	Customer Specific Information - continued	
	1. General - continued	
General Terms and Conditions	<p>(f) Delayed Work Caused by the Customer: In the event that a service order is received from the Customer and processed by the Company, an additional service charge of \$200 per order will apply if a Company technician is dispatched to the Customer location and the Customer location is not ready to accept the installation of the requested Service.</p> <p>(g) Limitation of Liability</p> <p>(1) Under no circumstances will one Party be liable to the other Party for any indirect, special, incidental, or consequential damages, expenses, costs, liability, loss or damage whatsoever, whether arising from negligence, tort, statute, equity, contract, common law or any other cause of action or legal theory.</p> <p>(2) Neither the Parties will be liable for any lost profits, anticipated revenue, loss of data, loss of use of any information system, lost business revenue, failure to realize expected savings or any other commercial or economic loss of any kind whatsoever arising out of or in connection with this arrangement or the provision of the Services, even if the Customer or the Company has been advised of the possibility of such loss.</p> <p>(h) Remedies: Each Party's total cumulative liability if any, to the other Party arising out of or in connection with this arrangement and the provision of the Services will in no event exceed \$2,000,000. In addition, the Company may be liable for the service credits set out in this Tariff Item for the direct damages suffered by the Customer as a result of any interruption or material defects in the Services.</p> <p>(i) Business Change: If the Customer is unable to achieve the Minimum Billing Commitment (MBC) to the extent a particular Service is subject to an MBC, due to a major corporate restructure of business operations of the Customer which results from Customer acquisitions or divestures, the Company will review and adjust the rates and charges and the associated MBC for the balance of this arrangement, subject to CRTC approval as required, to be competitive with rates for comparable services provided by the Company to other Customers with similar commitments.</p> <p>(j) Annual Review: Subject to CRTC approval as required, rates and other terms associated with this Tariff Item may be renegotiated once annually.</p>	N

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SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

Item 720 **MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

720.15 **Customer Specific Information - continued**

2. Business Primary Exchange (Local) Service

Rates and Charges (a) Business Primary Exchange (Local) Service is provided by the Company as outlined below. The Business Primary Exchange (Local) Service is provided subject to a 3 year Minimum Contract Period (MCP).

(b) Primary Exchange (Local) Service is provided at the following rates.

	Monthly Rates and Service Charges
Bell Canada	As detailed in General Tariff Item No. 70.2(h) for both PIC (Primary Exchange Carrier) and non-PIC applications as appropriate and General Tariff Item No. 100.4 to the extent applicable.
Other Canadian ILECs	As per the ILECs approved Tariffs for the applicable service.

Note: Related Features, such as Direct Inward Dialing (DID), Calling Features and Equivalency, are also provided with this Service in accordance with the appropriate General Tariff Item.

**SPECIAL FACILITIES SERVICES
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Item 720 **MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

720.15 **Customer Specific Information - continued**

3. Centrex III Service

Rates and (a) Centrex III Service, including Centrex Microlink Access, is provided pursuant to
Charges a 3 year MCP.

(b) Centrex III Service is provided as outlined below.

	Monthly Rates and Service Charges
Bell Canada	As detailed in the following General Tariff Item Nos. to the extent applicable: 675.1(a) Public Switched Telephone Network (PSTN) Connections 675.1(b) Voice Locals 675.1(c) Data Locals 675.1(d) Centrex Microlink Accesses 675.1(e) Centrex ISDN PRI Access Arrangements 675.1(f) Optional Features 675.1(g) Network Features 675.1(h) Bell Canada Aggregation 675.2 Integrated Centrex 675.3 Wide Area Centrex 675.4 Large Organization Centrex 675.5 National Centrex 675.6 Service Charge - Centrex 675.7 Station Connections - Centrex 675.8 Office System Connections - Centrex
Other Canadian ILECs	As per ILEC's approved General Tariff rate for the equivalent service, as applicable

Terms and (c) The terms and conditions applicable to this Service are those specified in the
Conditions Company's approved tariffs for Centrex III Service.

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720.15 **Customer Specific Information - continued**

4. Megalink Service

Rates and (a) Megalink Service is provided by the Company as outlined below.
Charges

	Monthly Rates and Service Charges
Bell Canada	As detailed in General Tariff Item No. 5201.
Other Canadian ILECs	As per the ILECs approved General Tariff rate for the equivalent service, as applicable.

Terms and (b) The terms and conditions applicable to this Service are those specified in the
Conditions Company's approved tariffs for Megalink Service.

(c) In the event the Customer relocates from one location to another with a period of concurrent service in both locations greater than 48 hours, the Customer may request the Company to install the same type of Service at the new location, and will pay for each of the Megalink access services at the rates applicable to the original MCP for the period that the concurrent Service is in place. However, the Customer will pay the Company in a single payment at the time of the relocation, the total amount of all remaining construction charges applicable for the unexpired portion of the MCP for the old location. In addition, the Customer will pay all relevant service charges for Service provided at the new location.

(d) If the Customer requests additional DTC(1) Port(s), the term for such additional service elements shall be co-terminus with, and shall be provided at the rates applicable to the Service during the MCP, unless 6 months or less remain in the MCP for this Service, in which case the Company's non-contracted monthly rates will apply to the additional DTC(1) Port(s). If, however, the Customer has entered into a new arrangement for this Service, which shall take effect upon the expiry of the current MCP, then the additional DTC(1) Port(s) will be provided during the last 6 months of the Initial MCP at rates applicable to such MCP.

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720.15 Customer Specific Information - continued

5. Long Distance and Toll-Free Services

Rates and
Charges

(a) Long Distance (outbound) and Toll-Free (inbound) Services are provided by the Company pursuant to the 3 year and 3 months Minimum Contract Period (MCP), and a combined Outbound Toll and Toll-Free Minimum Annual Usage Commitment (MAUC) of 27 million minutes in each year of the MCP, at the rates specified below.

Service (Notes 1, 2 and 3)	Per Minute Rate	Per Call Surcharge
North American Toll-Free calls.....	\$ 0.03	N/A
North American Outbound calls (excluding calling card calls)	0.03	N/A
North American automated calling card calls.....	0.03	\$ 0.50
North American operator-handled calling card calls	Business Savings Plan	Business Savings Plan
Overseas Outbound calls	Business Savings Plan	N/A
Overseas Toll-Free calls	Business Savings Plan	N/A
Overseas calling card calls.....	Business Savings Plan	Business Savings Plan
Optional features and service charges.....	Business Savings Plan	N/A

N/A = Not Applicable.

Note 1: If the MAUC is not achieved in any year of the MCP, the Company will bill the Customer for the shortfall in committed minutes at the then current rate applicable to North American Outbound calls.

Note 2: The Customer agrees that a maximum of 10% of its combined North American Toll-Free minutes and North American Outbound Toll minutes shall be U.S. to Canada Toll-Free minutes and Canada to U.S. Outbound minutes. Failure to comply with this commitment during any year of the MCP will result in the Company billing the Customer for the excess in North American Toll-Free minutes and North American Outbound Toll minutes at the rate of \$0.02 per minute in addition to the charges specified in the table above.

Note 3: For specific rates for the Business Savings Plan, see Tariff Item No. 720.2 (c).

(b) Per Minute Surcharge

(1) A per minute surcharge will apply if 50,000 minutes or more of the Customer's monthly outbound long distance, in either Canada or the United States;

a. terminates in the operating territory of Northwestel or outside the operating territories of the Regional Bell Operating Companies in the United States (the "U.S. Independent Telephone Companies"); and

b. the 50,000 minutes or more terminating in Northwestel Operating territory or with the U.S. Independent Telephone Companies represent, respectively, at least 50% of the Customer's total monthly Canadian outbound long distance minutes or the Customer's total monthly U.S. outbound long distance minutes.

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720.15	Customer Specific Information - continued	
Terms and Conditions	<p>5. Long Distance and Toll-Free Services - continued</p> <p>(b) Per Minute Surcharge - continued</p> <p>(2) The per minute surcharges applicable when the thresholds described above are exceeded shall be:</p> <p>a. Northwestel territory - \$0.15 per minute.</p> <p>b. U.S. Independent Telephone Companies - \$0.12 per minute.</p> <p>(3) A per minute surcharge of \$2.25 will also apply if more than 3% of the Customer's total monthly outbound international long distance minutes make use of the Customer's digital switched network.</p> <p>(4) All of the above rates apply in addition to other rates and charges specified in this Tariff Item.</p> <p>(c) Following the expiration of the MCP, these Services shall continue to be provided under the same terms and conditions for a period equal in length to one year (each of which is a "Renewal Term") unless either Party provides the other Party with written notice of termination at least 30 days prior to the end of the MCP or Renewal Term.</p> <p>(d) If the Customer terminates this arrangement prior to the termination of the MCP or Renewal Term, the termination charges are calculated as an amount equal to one half of the Minimum Monthly Usage Commitment (MMUC) for the unexpired portion of the MCP multiplied by the then current per minute rate applicable to North American Outbound calls. The MMUC shall be 1/12 of the Minimum Annual Usage Commitment (MAUC) of 27 million minutes (with a pro rata portion for any partial month).</p> <p>(e) These Services may be terminated without a termination charge if the Customer enters into a new MCP with the Company for similar Services, provided the following conditions are met:</p> <p>(1) the aggregate minutes are equal or greater under the new MCP than those remaining in the then current MCP; and</p> <p>(2) the new revenue commitment is equal or greater under the new MCP than the revenue commitment remaining under the then current MCP.</p>	N

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720.15	Customer Specific Information - continued	
	5. Long Distance and Toll-Free Services - continued	
Terms and Conditions	<p>(f) Subject to CRTC approval as required, rates and other terms can be renegotiated if the Customer and Company mutually agree, once at the end of each year of the MCP. If the Customer and the Company are unable to agree that such renegotiation is appropriate, or are unable to agree on a new rate structure, the Customer may terminate these Services, subject to termination charges if applicable.</p> <p>(g) The Customer may terminate the Long Distance and Toll-Free Services, without termination charges, if the Company fails to provide such Services for any reason (other than the occurrence of a force Majeure event) for 5 consecutive business days or more.</p> <p>(h) Credits</p> <p>(1) The customer will receive a credit of \$0.003 per minute payable every 3 months for all North American Outbound, Toll-free and Automated Credit Card calls.</p> <p>(2) The Customer is entitled to a one time payment of \$124,433.</p>	
	6. Frame Relay Service	
Service Description	<p>(a) Frame Relay Service provides high-speed digital communications between Customer locations. Connections to a Frame Relay network are required at each Customer location and are dedicated specifically to the Customer (Service Connections). Network access for Service Connections is available using a Frame Relay digital access, and through interexchange Digital Private Line Services provided by the Company. Rates and charges for Service Connections vary depending on Customer location and bandwidth requirements.</p> <p>(b) Optional features available in conjunction with Service Connections are:</p> <p>(1) Committed Information Rate (CIR), which is a network option referring to a Customer's specified bandwidth for which transmission throughput has been assured on a unidirectional Permanent Virtual Circuit (PVC) basis;</p> <p>(2) JoinNet, which is a bi-directional optional feature that allows a Customer's 2 different Frame Relay service networks to communicate; and</p> <p>(3) Frame Relay Network Reporting System, which allows a Customer to monitor its virtual Frame Relay network, providing periodic reports, event/alarm notification and query performance statistics.</p>	N

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720.15 Customer Specific Information - continued

6. Frame Relay Service – continued

Rates and Charges (c) The rates for the Service Connections are as follows.

Service Connection Rates					
Speed (Kbps)	Monthly Rate				Service Charge
	Band 1	Band 2	Band 3	Band 4	
56/64	\$ 200.00	\$ 200.00	\$ 281.00	\$ 339.00	\$ 500.00
128	380.00	380.00	380.00	380.00	750.00
256	644.00	644.00	644.00	644.00	750.00
336-512	824.00	824.00	824.00	824.00	750.00
1536	1,380.00	1,380.00	1,380.00	1,380.00	750.00

(d) Frame Relay digital access is provided to the Customer at the same rates, and subject to the same terms and conditions, as the Digital Network Access Service as detailed in National Services Tariff Item No. 301.

(e) The rates for JoinNet are as follows:

- (1) Monthly rate – \$25.00
- (2) Service Charge - \$50.00

Note: The JoinNet service charge is subject to a maximum of \$750 per Customer, when ordered at the same time.

Terms and Coniditions (f) Term: The rates, terms and conditions applicable to the Frame Relay Service, shall remain in effect for a term of 3 years and 3 months (the Minimum Contract Period or MCP).

(g) Subscription Commitment: In consideration of the Customer's commitment to maintain its subscription to Frame Relay Services, including the options and features associated with the Frame Relay customer network identifier (HYPID), for the duration of the MCP the Company agrees:

- (1) to waive the monthly rates per Permanent Virtual Circuit (PVC) for the Committed Information Rate (CIR) option for all PVC's with a bandwidth of 4 Kbps, 8 Kbps, 12 Kbps and 16 Kbps;
- (2) to waive the service charges for new installations; and
- (3) to waive the rates for the Frame Relay Network Reporting System.

**SPECIAL FACILITIES SERVICES
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Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.15	Customer Specific Information - continued	
	6. Frame Relay Service – continued	
Terms and Conditions	<p>(h) Termination: If the Customer terminates this arrangement effective prior to the last year of the MCP, other than as otherwise permitted under this arrangement, the termination charges will be calculated as an amount equal to one half of the recurring monthly committed revenues for the unexpired portion of the MCP.</p> <p>(i) Minimum Billing Commitment: The minimum annual billing commitment (MABC) for the Frame Relay Service shall be \$1,400,000 per year after the application of applicable discounts. If the Customer does not comply with this commitment during any year of the MCP, then the Customer shall pay the Company an amount equal to the difference between this MABC and the amount billed to the Customer for Frame Relay Service. The MABC shall not apply in the event that the Customer has exercised the right to terminate the contract pursuant to other provisions in this Tariff Item.</p> <p>(j) Partial Termination for Cause without Liability: If there are chronic service interruptions of a circuit, the Customer may discontinue receipt of Service on such element. A circuit with chronic service interruptions is one on which there have been 3 or more service interruptions, each consisting of 30 or more minutes, totaling 24 or more hours within 30 days. If the Customer discontinues receipt of Service on a data circuit having chronic service interruptions and does not take a substitute Service from the Company, the MBC shall be reduced by an amount equal to the monthly charge for the discontinued element.</p> <p>(k) Termination Due to Chronic Service Interruptions: If during the MCP, the Customer experiences chronic service interruptions on it circuits which materially and adversely affect the Customer's telecommunications usage, and as a result, discontinues Service on more than 40% of the Customer's elements receiving the Company's Service hereunder, the Customer may elect to terminate the Frame Relay Service without liability for early termination charges (such a termination under this clause constituting a "Termination for Cause"). A Termination for Cause shall not be effective unless the Customer has reported trouble on a element-specific basis to (and received a corresponding trouble ticket number from) the appropriate Company Support Center and a period of not less than 30 days after receipt of the Customer's written notice of termination has elapsed during which time the Company fails to reasonably correct such chronic service interruptions.</p>	N

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720.15 **Customer Specific Information - continued**

**Terms and
Conditions**

6. Frame Relay Service – continued

(1) Service Level Credits

(1) If the Company fails to meet the service level criteria, service credits will be provided to the Customer as outlined below for each Service Level Agreement (SLA) missed in consecutive months to a maximum of \$108,000 during the MCP.

(2) In the event the Customer experiences network or service performance for Frame Relay Service at levels below the stated objectives for the service categories below during the same month, the Customer shall be entitled to receive credits, if any pursuant to only one of the applicable categories, as selected by the Customer. Credits will be calculated and applied on a quarterly basis upon the request of the Customer.

(3) The Customer must submit a written request to be eligible for service credits.

(4) Service Level Credits are as follows:

<u>Credit for Each Service Category Measurement Missed</u>	
<u>Service Categories:</u> Network Availability Time	
<u>Company Objective:</u> 99.9% in any given month	
<u>Month 1</u>	N/A
<u>Month 2</u>	5% of the monthly rates for the Service Connection, the Intra-Canada CIR and JoinNet options for the applicable Frame Relay customer network identifier, for 2 nd month only.
<u>Month 3</u>	10% of the monthly rates for the Service Connection, the Intra-Canada CIR and JoinNet options for the applicable Frame Relay customer network identifier, for the 3 rd month.
<u>Month 4</u>	10% of the monthly rates for the Service Connection, the Intra-Canada CIR and JoinNet options for the applicable Frame Relay customer network identifier, for the 4 th month.

Service Categories: Frame Delivery

Company Objectives: 99.9% if CIR Frames and 99% of all non-CIR frames

<u>Month 1</u>	N/A
<u>Month 2</u>	5% of the monthly rates for the Service Connection, the Intra-Canada CIR and JoinNet options for the applicable Frame Relay customer network, for both the 1 st and 2 nd month.
<u>Month 3</u>	10% of the monthly rates for the Service Connection, the Intra-Canada CIR and JoinNet options for the applicable Frame Relay customer network, for the 3 rd month.
<u>Month 4</u>	10% of the monthly rates for the Service Connection, the Intra-Canada CIR and JoinNet options for the applicable Frame Relay customer network, for the 4 th month.

N/A = Not Applicable.

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	6. Frame Relay Service – continued	
Terms and Conditions	(1) Service Level Credits - continued	
	(4) Service Level Credits are as follows: - continued	N
Credit for Each Service Category Measurement Missed		N
<u>Service Categories:</u> Network Transit Delay		
<u>Company Objectives:</u> An average monthly one way network transit delay of 70 milliseconds or less within Canada		
<u>Month 1</u>	N/A	
<u>Month 2</u>	5% of the monthly rates for the Service Connection, the Intra-Canada CIR and JoinNet options for the applicable Frame Relay customer network, for both the 1 st and 2 nd month.	
<u>Month 3</u>	10% of the monthly rates for the Service Connection, the Intra-Canada CIR and JoinNet options for the applicable Frame Relay customer network, for the 3 rd month.	
<u>Month 4</u>	10% of the monthly rates for the Service Connection, the Intra-Canada CIR and JoinNet options for the applicable Frame Relay customer network, for the 4 th month.	
<u>Service Category:</u> Order Receipt Confirmation by the Company		
<u>Company Objective:</u> within 2 Business Days		
	\$100.00 credit for missed commitment concerning order receipt confirmation. However, if the installation date is successfully met, no credit will apply.	N
N/A = Not Applicable.		N

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	6. Frame Relay Service – continued	
Terms and Conditions	(1) Service Level Credits - continued	
	(4) Service Level Credits are as follows: - continued	N
	<hr/> Credit for Each Service Category Measurement Missed <hr/>	N
	<u>Service Category:</u> Missed Due Dates	
	<u>Company Objective:</u> Due date is not attained during 2 consecutive months	
	\$50.00 per order credit if a Service Level Agreement due date is not attained during 2 consecutive months.	
	Maximum credit of \$3,000 on a monthly basis.	
	<hr/> <u>Service Category:</u> Mean Time to Repair	
	<u>Company Objective:</u> In Metropolitan Areas – 3 hours (Note 1) In Non –metropolitan Areas – 4 hours (Note 2)	
	\$50.00 credit per Customer Network (HYPID) reported monthly if the service level arrangement is exceeded by .1 to .8 hours.	
	\$100.00 credit per Customer Network (HYPID) reported monthly if the service level arrangement is exceeded by .9 to 1.8 hours.	
	\$150.00 credit per Customer Network (HYPID) reported monthly if the service level arrangement is exceeded by 1.8 hours.	
	Maximum credit of \$3,000.00 per month.	N
	<hr/> Note 1: Metropolitan areas include those with the boundaries of a centre having a population equal to or greater than 50,000 people. These centres stop at all provincial/corporate borders as well as when land is separated by water.	N
	Note 2: Non-Metropolitan areas are 100km past the metropolitan city limits.	N

End

**SPECIAL FACILITIES SERVICES
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Item 720 MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT

720.36 Customer Specific Information

1. General

Services Provided (a) The Company provides the following Services to the Customer, as detailed in this Tariff Item.

Services	
Business Primary Exchange (Local) Service	Regulated Service
Centrex III Service	Regulated Service
Megalink Service	Regulated Service
Long Distance and Toll-Free Services	Otherwise Forborne Services
Frame Relay Service	Otherwise Forborne Service
Digital Network Access Service	Regulated Service
Ethernet Internetworking Service	Otherwise Forborne Service

General Terms and Conditions (b) In case of any inconsistency between this Tariff Item and any written or unwritten contract or agreement with the Customer, the rates, terms and conditions in this Tariff Item shall prevail.

(c) Fees and Invoicing

(1) The Customer shall pay the specified rates, under-utilization charges, and capital, development or installation costs as outlined in this Tariff Item. The Customer agrees to the minimum commitment levels for usage, if any, set out in this Tariff Item.

(2) Invoiced amounts are payable at the invoice date and are subject to a late payment charge of the prime rate plus 2% per annum.

(3) In the event the Customer cancels or delays a request for Services before the service commencement date, the Customer will be charged the actual installation costs incurred that cannot otherwise be reasonably recovered by the Company.

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	1. General - continued	
General Terms and Conditions	<p>(d) Term</p> <p>The Minimum Contract Period (MCP) applicable to each of the Services provided is specified herein. At the end of the MCP, this arrangement will automatically renew for additional one year terms (each a "Renewal Term"), unless appropriate notice of termination has been provided, the Company shall notify the Customer either on its monthly bill or by letter:</p> <p>(1) at least 60 days before contract expiry, that the arrangement will be automatically renewed; and</p> <p>(2) within 35 days following automatic renewal, that the contract has been renewed and that the customer may terminate the contract without penalty within 30 days of the date of the automatic renewal notice.</p> <p>(e) Limitation of Liability</p> <p>The Company's total cumulative liability, if any, to the Customer for damages arising out of or in connection with the provision of the Services will in no event exceed the total aggregate monthly charges (net of all discounts and credits) paid by the Customer during the period such damages were incurred, such period not to exceed 12 months, for the specific Services that allegedly give rise to the damages.</p> <p>(f) Termination and Migration</p> <p>(1) Either Party (the Customer or the Company) may cause this arrangement to be terminated at the end of the MCP or Renewal Term by notifying the other Party in writing of such intention not less than 30 days prior to the end of the MCP or Renewal Term, as the case may be.</p> <p>(2) The Customer may terminate all or a portion of the Services at any time prior to the end of the MCP or Renewal Term by giving notice to this effect to the Company at least 30 days prior to the proposed early termination date, provided that the Customer pays to the Company, an amount equal to (i) 50% of the remaining monthly charges for the terminated Services otherwise payable to the end of the MCP or Renewal Term, provided that for charges based on usage, such remaining monthly charges shall be deemed to be equal to the average monthly charge paid by the Customer prior to the early termination date multiplied by the number of months that would have otherwise remained under the arrangement and (ii) 100% of the reasonable out-of-pocket expenses that the Company incurs or will incur in connection with its contractual obligations hereunder performed by third-party providers for the MCP or Renewal Term.</p>	

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**SPECIAL FACILITIES SERVICES
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Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.36	Customer Specific Information – continued	
	1. General - continued	
General Terms and Conditions	<p>(f) Termination and Migration - continued</p> <p>(3) If the Customer migrates to a comparable service (as defined herein), the termination charges may be waived by the Company. A comparable service is one offered by the Company, having a duration at least as long as this arrangement, and to which the applicable monthly charges are no lower than those under this arrangement.</p> <p>(4) The Company may, in its absolute discretion, in addition to all other rights and remedies under this arrangement, immediately terminate this arrangement or suspend delivery of any or all Services by notice to the Customer prior to the end of the MCP or Renewal Term, as the case may be, for breach by the Customer of any term of this arrangement, including the failure by the Customer to make full payment of an invoice within 30 days of the issue date of the invoice, provided that the Company provides the Customer with notice of the breach and provided that the breach is not remedied within 15 days after the delivery of such notice to the Customer.</p> <p>(5) Either Party shall be entitled to terminate this arrangement immediately with notice in the event of the other Party's insolvency, receivership or voluntary or involuntary bankruptcy, or in the event that the Company ceases to offer the Services.</p> <p>(6) In the event of default by the Customer, any and all payments, including termination charges, are required to be made to the Company by the Customer and shall, in each case, be due and payable immediately. Termination of this arrangement shall not relieve the Customer from any liability, including amounts owing, accrued prior to the time that such termination becomes effective.</p> <p>(g) Change Management</p> <p>In the event the Customer submits requests for additional Services or to make changes to existing Services, where feasible, the Company will attempt to make such changes and will assess to the Customer the estimated costs for such work and Services.</p>	

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT		N
720.36	Customer Specific Information - continued		
	2. Business Primary Exchange (Local) Service		
Rates and Charges	(a) The following Service is provided at the rates specified in the following table.		
	(1) Business Primary Exchange (Local) Service		N

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 **MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

720.36 **Customer Specific Information - continued**

3. Centrex III Service

Rates and (a) Centrex III Service, including Centrex Microlink Access Service, is provided at
Charges the rates specified in the following table.

	Monthly Rates and Service Charges
Bell Canada	The monthly tariff rate is as detailed in General Tariff Item Nos. 675.1(a) Public Switched Telephone Network (PSTN) Connections 675.1(b) Voice Locals 675.1(c) Data Locals 675.1(d) Centrex Microlink Accesses 675.1(e) Centrex ISDN PRI Access Arrangements 675.1(f) Optional Features 675.1(g) Network Features 675.1(h) Bell Canada Aggregation 675.2 Integrated Centrex 675.3 Wide Area Centrex 675.4 Large Organization Centrex 675.5 National Centrex 675.6 Service Charge – Centrex 675.7 Station Connections – Centrex 675.8 Office System Connections – Centrex
Other Canadian ILECs	As per the ILECs approved General Tariff rate for the equivalent service.

Terms and (b) Term: Centrex III Service is provided pursuant to a 3 year MCP.
Conditions

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT

720.36 Customer Specific Information - continued

4. Megalink Service

Rates and Charges Megalink Service is provided at rates specified in the following table, pursuant to a 3 year MCP.

	Monthly Rates and Service Charges
Bell Canada	As detailed in General Tariff Item No. 5201.
Other Canadian ILECs	As per the ILECs approved Tariffs for the equivalent service.

5. Long Distance and Toll-Free Services

(a) Term

These Services are provided pursuant to a 3 year MCP.

(b) Rates

Service	Rate per Minute	Per Call Surcharge
North American Toll-Free calls	\$ 0.049	N/A
North American Outbound Toll calls (excluding calling card calls)	0.049	N/A
North American automated calling card calls	0.049	\$ 0.50
North American operator handled calling card calls	Business Savings Plan *	Business Savings Plan *
Overseas Outbound Toll calls (excluding calling card calls)	Business Savings Plan * with the exception of the United Kingdom @ \$0.14	N/A
Overseas Toll-Free calls.....	Business Savings Plan *	N/A
Overseas calling card calls	Business Savings Plan *	Business Savings Plan *
Optional features and service charges.....	Business Savings Plan *	N/A

N/A = Not Applicable.

* For specific Business Savings Plan rates, see Item No. 720.2 (c).

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.36	Customer Specific Information - continued	
	5. Long Distance and Toll-Free Services - continued	
Terms and Conditions	<p>(c) Geographic Traffic Distribution Commitment</p> <p>The Customer agrees that a maximum of 20% of its combined North American Toll-Free minutes and North American Outbound Toll minutes shall be U.S. to Canada Toll-Free minutes and Canada to U.S. Outbound Toll minutes. Any failure to comply with this commitment during any year of the MCP or Renewal Term shall result in the Company's billing the Customer for the excess in North American Toll-Free minutes and North American Outbound Toll minutes at the rate of \$0.03 per minute, in addition to the rates and charges specified in the table above.</p> <p>(d) Minimum Monthly Usage Commitment</p> <p>The Minimum Monthly Usage Commitment (MMUC) shall be 1/12 of 6,000,000 minutes per year.</p> <p>(e) Termination</p> <p>The termination charges applicable to the termination of the Services prior to the end of the MCP or Renewal Term shall be an amount equal to one-half of the MMUC for the unexpired portion of the MCP or Renewal Term multiplied by a rate of \$0.049 per minute.</p> <p>(f) Waiver or Reduction of Termination Charge</p> <p>These Services may be terminated without a termination charge if the Customer enters into a new arrangement with the Company for similar Services offered by the Company, provided that the financial value of the new arrangement is equal to or greater than the committed revenues remaining under the MCP or Renewal Term. The committed revenues remaining shall be equal to one-half of the MMUC multiplied by the number of months remaining in the MCP or Renewal Term (with a pro-rata portion for any partial month).</p>	N

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.36	Customer Specific Information - continued	
	5. Long Distance and Toll-Free Services - continued	
Terms and Conditions	<p>(g) Loyalty Bonus</p> <p>The Customer shall receive a loyalty bonus of \$31,500 at the end of year 2 and year 3 of the MCP. Each bonus will be payable in the form of a credit, provided that the following conditions are met:</p> <p>(1) the Customer fully meets its obligations outlined within this arrangement. If the Customer does not, but pays for any billed shortfalls, the Customer is deemed to have fully met its obligations for the purposes of this condition; and</p> <p>(2) the Customer does not terminate this arrangement during the MCP.</p> <p>In the event that the Customer does not comply with the above conditions during the MCP, the Customer shall forfeit any accrued and/or unpaid loyalty bonus. In the event that the Customer has received the loyalty bonus and is not in compliance with the above conditions, the Company shall invoice the Customer a pro-rated amount for the period of time for which the Customer was not in compliance with the above conditions.</p> <p>(h) Usage of Services</p> <p>The Company expects the Customer's usage of its Long Distance and Toll-Free Services to exceed 6,000,000 minutes per year. If, during any year of the MCP or Renewal Term, the Customer's usage of these Services falls below 6,000,000 minutes per year, the Company reserves the right to review and, if appropriate, adjust the rates and charges and the loyalty bonus.</p> <p>(i) Renegotiation</p> <p>If the Company and the Customer mutually agree that rate adjustments are appropriate during the MCP or Renewal Term, then this renegotiation may occur once at the end of each year of the MCP or Renewal Term. Any adjusted rates shall be subject to CRTC approval and shall take effect on the date specified by the CRTC. If the Company and the Customer are unable to agree that renegotiation is appropriate, or are unable to agree on a new rate structure, then the Customer may terminate the arrangement for these services subject to a termination charge.</p>	

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.36	Customer Specific Information - continued	
	6. Frame Relay Service	
Service Description	(a) Frame Relay Service provides high speed digital communications between Customer locations. Connections to a Frame Relay network are required at each Customer location and are dedicated specifically to the Customer ("Service Connections"). Rates and charges for Service Connections vary depending on Customer location and bandwidth requirements.	
Terms and Conditions	<p>(b) Service Level and Availability Objectives</p> <p>(1) Network Availability: The service objective is an average of 99.9% in any given month.</p> <p>(2) Customer Network Frame Delivery: The service objectives, calculated monthly, are:</p> <p>a. 99.9% of CIR frames; the percentage of all CIR frames that are successfully delivered.</p> <p>b. 99% of all non-CIR frames; the percentage of non-CIR frames that are successfully delivered.</p> <p>(3) Network Transfer Delay: The service objective is an average monthly one-way network transit delay of 70 milliseconds or less within Canada.</p> <p>(4) Service Availability: Service Availability is the ratio of the length of time measured in minutes over a calendar month that a virtual circuit connection is available to a customer to send information relative to the total time during the month. The service objective is 99.85%, measured end to end.</p>	N

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.36	Customer Specific Information - continued	
	6. Frame Relay Service - continued	
Terms and Conditions	<p>(c) Service Level and Availability Credits</p> <p>(1) In the event that the Company is unable to satisfy the Service Level and Availability Objectives for 2 consecutive months, the Customer will be eligible, upon request to the Company, to receive a credit equal to 5% of the charge for the Service, for the applicable Frame Relay customer network identifier for both the first and second month. In the event that the Company is unable to satisfy the Service Level and Availability objectives for a 3rd consecutive month, the Customer will be eligible, upon request to the Company, to receive a credit equal to 10% of the charge for the Service, for the applicable Frame Relay customer network identifier for the third month. In the event that the Company is unable to satisfy the Service Level and Availability objectives for a 4th consecutive month, the Customer will have the option to terminate its subscription to Frame Relay Service under the arrangement or be eligible to receive a credit equal to 10% of the charge for the Service, for the applicable Frame Relay customer network identifier for the fourth month. Should the Customer choose the option to terminate its subscription to Frame Relay Service as described above, the Customer may do so upon 24 hours notice to the Company and, notwithstanding anything to the contrary in the arrangement, the Company will waive the termination charges.</p> <p>(2) In the event the Customer experiences network or service performance for Frame Relay Service at levels below the stated objectives for Network Availability Time, Network Transfer Delay or Customer Network Frame Delivery during the same month, the Customer shall only be entitled to receive credits, if any, pursuant to only one of the applicable service performance objectives, as selected by the Customer.</p>	N

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 **MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

720.36 **Customer Specific Information - continued**

6. Frame Relay Service - continued

Rates and (d) Rates and Charges
Charges (1) Term

Frame Relay Service is provided pursuant to a 3 year MCP.

(2) Rates for Service Connections are as follows.

Speed	Monthly Rate Smart Building	Monthly Rate Band 1	Monthly Rate Band 2	Monthly Rate Band 3	Monthly Rate Band 4	Service Charge
56/64 Kbps.....	\$ 215.00	\$ 239.00	\$ 259.00	\$ 281.00	\$ 339.00	\$ 500.00
128 Kbps.....	409.00	454.00	491.00	533.00	642.00	750.00
256 Kbps.....	771.00	857.00	927.00	1,008.00	1,214.00	750.00
384/512 Kbps..	1,163.00	1,292.00	1,398.00	1,520.00	2,024.00	750.00
1024 Kbps.....	1,630.00	1,811.00	1,980.00	2,130.00	3,036.00	750.00
1536 Kbps.....	1,630.00	1,811.00	1,980.00	2,130.00	3,036.00	750.00
DS-3.....	2,876.00	3,195.00	N/A	N/A	N/A	1,500.00

N/A = Not Applicable.

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.36	Customer Specific Information - continued	
	7. Digital Network Access Service	
Terms and Conditions	<p>(a) Term</p> <p>The MCP for the Services shall be 3 years.</p> <p>(b) Termination</p> <p>The Customer may terminate any Service or this Service arrangement at any time upon written notice to the Company. If a Service is terminated prior to the end of the MCP or Renewal Term, termination charges, which shall amount to one-half of the remaining charges for such Service for the unexpired portion of the MCP or Renewal Term, shall apply.</p> <p>(c) In the event the Customer wishes to relocate from one location to another with a period of concurrent Service in both locations greater than 48 hours, the Customer may request the Company to install the same type of Service at the new location, and will pay for each access service at the rates applicable to the MCP or Renewal Term for the period the concurrent Service is in place. However, the Customer will pay the Company, in a single payment at the time of relocation, the total amount of all remaining construction charges applicable for the unexpired portion of the MCP or Renewal Term for the old location.</p> <p>(d) If the Customer requests additional access service(s) or channelizing features, the term for such Services shall be co-terminous with, and shall be provided at the rates applicable to such access service(s) or features under the then current MCP or Renewal Term.</p>	

N

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT

720.36 Customer Specific Information - continued

7. Digital Network Access Service - continued

**Terms and
Conditions**

(e) If the Customer requests additional DTC(I) Port(s), the term for such additional Services shall be co-terminous with, and shall be provided at the rates applicable to the Services during the MCP or Renewal Term, unless six months or less remain in MCP or Renewal Term for such Service, in which case the Company's non-contracted monthly rates will apply to the additional Service(s). If, however, the Customer has entered into a new arrangement which shall take effect upon the expiry of the MCP or Renewal Term, then the additional Service(s) will be provided during the last six months of the MCP or Renewal Term at rates applicable to such MCP or Renewal Term.

**Rates and
Charges**

(f) Digital Network Access (DNA) Services are provided at the following rates.

	Monthly Rates and Service Charges
Bell Canada	As detailed in National Services Tariff Item Nos. 301.3(a) Low Speed Access 301.3((b) DS-1 Access 301.3(c)1. DS-3 Link & Intra-Exchange Channel 301.3(c)2. DS-3 Access 301.3(c)3. DS-3 Channelizing Feature 301.3(d) Optional Payment Plan for Construction Charges for DS-1 and DS-3 Access 301.3(e) 10 Mbps Access 301.3(f) OC-3 Access and OC-12 Access
Other Canadian ILECs	As per the ILECs approved Tariffs for the equivalent service.

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 **MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

720.36 **Customer Specific Information - continued**

8. Ethernet Internetworking Service

Service Description (a) Ethernet Internetworking Service is a Local Area Network (LAN) extension Service that provides connectivity between 2 or more Customer sites. The Service provides a Virtual Private Connection (VPC) over a network consisting of broadband facilities. The Service includes equipment and management to support the connectivity between the Service Interface Points (SIPs) at Customer sites.

(b) The MCP for this Service shall be 3 years.

Rates and Charges (c) Access provides the portion of the network from the Customer's premises to the Company's Point of Presence. The rates for access and related features are as follows.

Detailed Component Rate Structure				
Location	Monthly Rate			Service Charge
	Access	VLAN Trunk(s)	Port(s)	
Montréal - City A.....	\$ 2,100.00	\$ 200.00	N/A	N/A
Toronto - City B.....	1,500.00	100.00	N/A	N/A
Edmonton - City C.....	1,500.00	N/A	N/A	N/A
Vancouver - City D.....	1,500.00	N/A	N/A	N/A
Winnipeg - City E.....	1,500.00	N/A	N/A	N/A
Calgary - City F.....	1,500.00	N/A	\$ 100.00	N/A
Sillery, PQ - City G.....	1,500.00	N/A	N/A	N/A
Halifax - City H.....	1,500.00	N/A	N/A	N/A
Ottawa - City I.....	1,500.00	N/A	N/A	N/A
Toronto - City B.....	1,400.00	N/A	N/A	N/A
Hamilton - City J.....	1,500.00	N/A	N/A	N/A
North York - City K.....	1,500.00	N/A	N/A	N/A

N/A = Not Applicable

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 **MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

720.36 **Customer Specific Information - continued**

8. Ethernet Internetworking Service - continued

Rates and Charges (d) Network Connectivity provides connectivity within the core network as standard LAN speeds.

Network Connectivity Rate Schedule		
From	To	Monthly Rate
City B	City A	\$ 105.00
City C	City F.....	105.00
City D	City F.....	380.00
City E	City B	380.00
City F	City A	380.00
City G	City A	105.00
City H	City A	380.00
City I	City A	105.00
City B	City B	70.00
City J	City B	90.00
City K	City B	90.00

(e) Change Management is provided at the following rates.

Change Management Rates			
Type	Service Level	Example	Cost
Type 1	3 business days	- enable interface - disable interface - change access lists	\$ 200.00/change (Up to 5 changes at one time are 1 charge)
Type 2	3 business days	- change Internet Protocol (IP) - remove protocol - enable LAN protocol - add static route	\$ 200.00/change (Up to 5 changes at one time are 1 charge)
Type 3	5 business days (scheduled and priced)	- enable Internet Operating System (IOS) - change IOS features - build access list - split or join networks - execute a Disaster Recovery Protocol (DRP) test	\$ 150.00/hour

N
N

N
N

End

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT

720.56 Customer Specific Information

1. General

Services Provided (a) The Company provides the following Services to the Customer, as detailed in this Tariff Item.

Services	
Business Primary Exchange (Local) Service	Regulated Service
Megalink Service	Regulated Service
Digital Network Access Service	Regulated Service
Long Distance and Toll-Free Services	Otherwise Forborne Services
Frame Relay Service	Otherwise Forborne Service
Ethernet Internetworking Service	Otherwise Forborne Service
Terminal Equipment and Maintenance	Otherwise Forborne Service

General Terms and Conditions (b) In the event of any inconsistencies between this Tariff Item and any written or unwritten contract or agreement with the Customer, the rates, charges, terms and conditions specified in this Tariff Item shall prevail.

(c) Term: The rates, terms and conditions applicable to the Services offered in this Tariff Item shall remain in effect for a term of 3 years (the Minimum Contract Period or MCP), unless specified otherwise in this Tariff Item. Unless renewed or terminated as specified in this Tariff Item, this arrangement shall be renewed automatically for successive one month periods pursuant to the same terms and conditions until a Renewal Term is renegotiated. The MCP or Renewal Term applicable to a specific Service offered under this tariff may differ from the MCP or Renewal Term applicable to other Services as may be specified in the applicable section of this Tariff Item.

(d) Renegotiation: The Company represents that the rates for the Services do not exceed the rates offered to other Customer's for a comparable service. For the purposes of this provision, comparable service means a service acquired in substantially similar circumstances and conditions in terms of volume, quality, pattern of use, topology, technology, equipment, service level commitments, network cross-sections, geographic location, and other terms and conditions, as determined by the Company acting reasonably. The rates for the Services provided under this Tariff Item may be reviewed once per year. Any adjustments to existing rates must be approved by the CRTC and will be effective on the date specified by the CRTC.

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.56	Customer Specific Information - continued	
	1. General - continued	
General Terms and Conditions	<p>(e) Termination and Migration</p> <p>(1) Either Party (the Customer or the Company) may terminate the Services provided herein at the end of the MCP or Renewal Term by notifying the other Party of such intention no later than 30 days prior to the end of the MCP or Renewal Term. No termination charges shall apply.</p> <p>(2) Unless otherwise specified in this Tariff Item, the Customer may terminate a Service upon 30 days written notice and the payment of termination charges equal to 50% of the remaining monthly charges otherwise payable to the end of the MCP or Renewal Term. For charges based on usage, the remaining monthly charges shall be equal to the average monthly charge paid by the Customer prior to the early termination date multiplied by the number of months that would have otherwise remained under this arrangement. The Company will also invoice the Customer the reasonable out-of-pocket expenses that the Company incurs or will incur in connection with obligations performed by third parties as part of this arrangement.</p> <p>(3) Termination charges may be waived if the Customer migrates to a comparable service where a comparable service is defined as a Service offered by the Company with a duration as long as this arrangement where the committed revenues are equal to or greater than the remaining revenue commitment associated with the MCP or Renewal Term for the terminated Service.</p> <p>(4) The Company may terminate or suspend delivery of any or all of the Services in the event the Customer has breached any term of this arrangement, including failure to make full payment of an invoice within 60 days of the issue date of the invoice, provided that the Company provides the Customer with notice of breach and provided that the breach is not remedied within 30 days after delivery of such notice to the Customer.</p> <p>(5) In the event that the Customer cancels or delays a request for Service before the service commencement date, the Customer will be charged the actual installation costs incurred that cannot otherwise be recovered by the Company.</p>	

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**SPECIAL FACILITIES SERVICES
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Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.56	Customer Specific Information - continued	
	1. General - continued	
General Terms and Conditions	<p>(e) Termination and Migration - continued</p> <p>(6) Either Party may terminate the Services provided herein immediately upon written notice in the event of the other Party's insolvency, receivership or voluntary or involuntary bankruptcy or in the event that the Company ceases to offer the Services. In the event of default by the Customer, any and all payments required to be made to the Company by the Customer will be due and payable immediately. Termination of part or all of the Services will not relieve the Customer from any liability, including amounts owing, accrued prior to the time that such termination becomes effective.</p> <p>(f) Change Management: The Customer must submit requests for additional Services or to make changes to existing Services in writing to the Company. The Company will respond in writing, within 30 days, identifying whether the changes can be made and providing estimates of the costs and time to complete the changes. The Customer may respond to such change requests within 30 days to either accept the Company's response or withdraw the request entirely. If the Customer does not respond in this timeframe, the Company will deem the change request to have been withdrawn.</p> <p>(g) Warranty: The Company does not guarantee error-free or uninterrupted operation of the Services. In the event of Service interruption lasting 24 hours or longer from receipt of notification thereof by the Customer, the Company, upon the Customer's written request, will provide the Customer a credit or refund of the charges proportionate to the length of the Service interruption commencing from the Company's receipt of the Customer's notification.</p> <p>(h) Billing errors: In the case of a recurring charge that should not have been billed or that was over-billed, the Customer will be credited provided that the Customer disputes the charge within one year of the date of the bill. Non-recurring charges that should not have been billed that were over-billed will be credited, provided that the Customer disputes them within 150 days of the date of the bill.</p>	N

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.56	Customer Specific Information - continued	
	1. General - continued	
General Terms and Conditions	<p>(i) Limitation of Liability</p> <p>(1) The Company's total cumulative liability, to the Customer for damages related to this arrangement, for any cause whatsoever, including damages arising directly or indirectly from a breach of this arrangement, negligence, any action or omission by the Company or its representatives, will be limited to those damages actually proven as directly attributable to the Company and will in no event exceed the total in aggregate monthly charges paid by the Customer during the period such damages were incurred, such period not to exceed 3 months, for the specific Services that allegedly gave rise to the damages.</p> <p>(2) Under no circumstances will the Company be liable to the Customer for any indirect incidental, special, consequential, economic or punitive damages, including, loss of data, loss of income, loss of profit or failure to realize expected savings, even if the Company had been advised of, had knowledge of, or reasonably could have foreseen the possibility of such damages.</p> <p>(3) The Company will not be liable to the Customer or any third party for:</p> <p>a. Any act or omission of the Customer or any carrier;</p> <p>b. Any claims or actions related to defamation, copyright or trademark infringement, or the violation of any third party rights, arising from use of the Services;</p> <p>c. Infringement of patents arising from combining or using Customer provided facilities with the Services or Company facilities; or</p> <p>d. Any unauthorized use of the Services.</p>	N

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT		N
720.56	Customer Specific Information - continued		N
	2. Business Primary Exchange (Local) Service		N
Rates and Charges	Business Primary Exchange (Local) Service is provided as follows. Within Bell Canada territory a 3 year MCP applies.		N
		Monthly Rates and Service Charges	N
	Bell Canada	As detailed in General Tariff Item No. 70.2 (h) for both PIC (Primary Exchange Carrier) and non-PIC applications as appropriate and General Tariff Item No. 100.4 to the extent applicable.	N
	Other Canadian ILECs	As per the ILECs approved Tariffs for the equivalent service, as applicable.	N
	Note: Related Features, such as Calling Features, Direct Inward Dialing and Equivalency, may also be provided with this Service in accordance with the appropriate General Tariff Item.		N
	3. Megalink Service		N
	(a) Megalink Service is provided to the Customer as follows.		N
		Monthly Rates and Service Charges	N
	Bell Canada	As detailed in General Tariff Item No. 5201.	N
	Other Canadian ILECs	As per the ILEC's approved Tariffs for the equivalent service, as applicable.	N
Terms and Conditions	(b) The terms and conditions applicable to this Service are those specified in the approved tariffs for Megalink service.		N
	4. Digital Network Access (DNA) Service		N
Rates and Charges	(a) Digital Network Access Service is provided to the Customer as follows.		N
		Monthly Rates and Service Charges	N
	Bell Canada	As detailed in National Services Tariff Item No. 301, as applicable.	N
	Other Canadian ILEs	As per the ILEC's approved Tariffs for the equivalent service, as applicable.	N
Terms and Conditions	(b) The terms and conditions applicable to this Service are those specified in the approved tariffs for DNA Service.		N

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 **MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

720.56 **Customer Specific Information - continued**

5. Long Distance and Toll-Free Services

Rates and Charges (a) Long Distance (outbound) and Toll-Free (inbound) Services are provided by the Company pursuant to a 2 year MCP and a Minimum Annual Usage Commitment (MAUC) of 3 million minutes in each year of the MCP at the rates specified below.

Service	Per Minute Rate	Per Call Surcharge
North American Outbound calls (excluding calling card calls)	\$0.047	N/A
North American Toll-Free calls.....	0.025	N/A
North American automated calling card calls.....	0.10	N/A
North American operator-handled calling card calls	Business Savings Plan *	Business Savings Plan *
Overseas Outbound Toll calls (excluding calling card calls).....	0.25	N/A
Overseas Toll-Free calls	Business Savings Plan *	N/A
Overseas automated calling card calls.....	0.30	N/A
Overseas operator handled calling card calls.....	Business Savings Plan *	Business Savings Plan *
Optional features and service charges	Business Savings Plan *	N/A

N/A = Not Applicable.

* For specific Business Savings Plan rates, see Tariff Item No. 720.2 (c).

Terms and Conditions (b) Termination Charge: The termination charges for Long Distance and Toll-Free Services are calculated as an amount equal to one half of the Minimum Monthly Usage Commitment (MMUC) for the unexpired portion of the MCP or any Renewal Term multiplied by the then current rate per minute for North American Outbound calls. The MMUC shall be the monthly average of the actual minute usage for the six months prior to the termination date.

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.56	Customer Specific Information - continued	
	5. Long Distance and Toll-Free Services - continued	
Terms and Conditions	<p>(c) Credits</p> <p>(1) The Customer shall receive \$135,000 in the first year of the MCP, payable on a semi-annual basis in the form of a credit.</p> <p>(2) If the ownership of the Customer changes, the Customer may forfeit any accrued or unpaid credits.</p> <p>(3) In the event that the Customer has received a credit but the Customer is not in compliance with the terms and conditions of this arrangement, the Company may invoice the Customer a pro-rated amount for the period for which the Customer was not in compliance with this arrangement.</p>	N

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.56	Customer Specific Information - continued	
	6. Frame Relay Service	
Service Description	<p>(a) Frame Relay Service provides high speed digital communications between Customer locations. Connections to a Frame Relay network are required at each Customer location and are dedicated specifically to the Customer (Service Connections). Network access for service connections is available using Frame Relay digital network accesses. Rates and charges for service connections vary depending on the Customer location and bandwidth requirements.</p> <p>(b) The following optional features are available in conjunction with Service Connections:</p> <p>(1) Committed Information Rate (CIR), which is a network option referring to the Customer's specified bandwidth for which transmission throughput has been assured on a unidirectional Permanent Virtual Circuit (PVC) basis.</p> <p>(2) A Permanent Virtual Circuit (PVC) provides a logical path between Customer locations. PVC Priority provides a higher transfer priority than normal traffic.</p> <p>(3) JoinNet, which is a bi-directional optional feature that allows the Customer's two different Frame Relay Service networks to communicate.</p> <p>(4) Frame Relay Network Reporting System is an option that allows the Customer to monitor its virtual Frame Relay network, providing periodic reports, event/alarm notification and query performance statistics.</p> <p>(5) Frame Relay End to End Management Reports, which is an option that allows the Customer to monitor its network from their Service Interface Point (SIP) at each location. This feature is delivered through Intelligent Customer Service Units (ICSUs).</p>	N

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 **MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

720.56 **Customer Specific Information - continued**

6. Frame Relay Service - continued

Rates and (c) Frame Relay Service is provided pursuant to a 3 year Minimum Contract Period
Charges (MCP) at the following rates and charges.

(1) Service Connection

Speed	Monthly Rate per Service Connection (Note 1)			Service Charge (Note 2)
	Band 2	Band 3	Band 4	
56K/64K	\$ 239.00	\$ 281.00	\$ 339.00	\$ 500.00
128K	491.00	N/A	N/A	750.00

N/A = Not Applicable.

Note 1: Bands are those generally applicable for the Company's Frame Relay Service.

Note 2: Construction charges are \$18,000.

(2) Frame Relay digital accesses are provided at the same rates as Digital Network
Access (DNA) Service, as specified in National Services Tariff Item No. 301.

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 **MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

720.56 **Customer Specific Information - continued**

6. Frame Relay Service - continued

Rates and (c) Frame Relay Service is provided pursuant to a 3 year Minimum Contract Period
Charges (MCP) at the following rates and charges – continued

(3) CIR Options are provided at the following rates.

CIR	Monthly Rate
4 Kbps.....	\$ 10.00
8 Kbps.....	18.00
12 Kbps.....	26.00
16 Kbps.....	35.00
32 Kbps.....	61.00
48 Kbps.....	71.00
64 Kbps.....	81.00
128 Kbps.....	142.00
192 Kbps.....	223.00
256 Kbps.....	304.00
320 Kbps.....	385.00
384 Kbps.....	466.00
448 Kbps.....	547.00
512 Kbps.....	628.00
576 Kbps.....	709.00
640 Kbps.....	790.00
704 Kbps.....	871.00
768 Kbps.....	952.00
832 Kbps.....	1,033.00
896 Kbps.....	1,114.00
960 Kbps.....	1,195.00
1024 Kbps.....	1,276.00

(4) JoinNet, PVC Priority and Frame Relay Network Reporting System Options are provided at the following rates.

Service Option	Monthly Rate	Service Charge
PVC Priority.....	\$ 25.00	N/A
JoinNet, per Connection – Simplex Class of Service ...	25.00	\$ 50.00
Network Performance Management Reports.....	80.00	250.00

N/A = Not Applicable.

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 **MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

720.56 **Customer Specific Information - continued**

6. Frame Relay Service - continued

Rates and (5) Intelligent CSUs (ICSUs) are provided at the following rates.
Charges

Speed (kbps)	Monthly Rate	Service Charge
56.....	\$ 87.00	\$ 250.00
128.....	175.00	250.00
256 - 512	250.00	250.00
1,024 - 1,544	300.00	250.00
1,024 - 1,544	375.00 *	250.00
DS-3	1,800.00	250.00

* Unit with built in modem

(d) Moves, Additions and Changes (MACs): The following rates apply for Customer requested MACs.

Activity	Service Charge
Frame Relay Digital Access	Note
PVC.....	N/A
Service Connection.....	\$ 200.00
Customer requested feature changes to change from one location to another	75.00

N/A = Not Applicable

Note: Same as the DNA tariff service charge for the ILEC where the access is located.

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.56	Customer Specific Information - continued	
	6. Frame Relay Service - continued	
Terms and Conditions	<p>(e) The Service is provided subject to the following Service Level Agreements:</p> <p>(1) Network Availability: Defined as the number of minutes in a calendar month during which the Frame Relay network components are available to be used divided by the total minutes in a month. The service objective is 99.9% in any month.</p> <p>(2) Network Availability Time (NAT) Credits: In the event that the Company is unable to satisfy the NAT objective for 2 consecutive months, the Customer will be eligible, upon request, to receive a credit equal to 5% of the charge for the Service, for the applicable Frame Relay Customer network identifier for both the first and second month. In the event that the Company is unable to satisfy the NAT objective for a third consecutive month, the Customer will be eligible to receive a credit equal to 10% of the charge for the Service, for the applicable Frame Relay Customer network identifier for the third month. In the event that the Company is unable to satisfy the NAT objective for a fourth consecutive month, the Customer will have the option to terminate its subscription to Frame Relay Service or be eligible to receive a credit equal to 10% of the charge for the Service, for the applicable Frame Relay Customer network identifier for the fourth month. Should the Customer choose the option to terminate its subscription to Frame Relay Service as described above, the Customer may do so upon 24 hours notice to the Company and the Company will waive the termination charges.</p> <p>(3) Customer Network Frame Delivery: The Frame Delivery Ratio (FDR) is the ratio of successful frame receptions to attempted frame transmissions. These loads may be differentiated between those that fall within the Customer's CIR and those that are in excess of the CIR. The service objective is for an FDR of 99.9% for all CIR frames and 99% for all non-CIR frames.</p>	N

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.56	Customer Specific Information - continued	
	6. Frame Relay Service - continued	
Terms and Conditions	<p>(e) The Service is provided subject to the following Service Level Agreements: - continued</p> <p>(4) Customer Network Frame Delivery Credits: In the event that the Company is unable to satisfy the Frame Delivery objective for 2 consecutive months, the Customer will be eligible upon request, to receive a credit equal to 5% of the charge for the Service, for the applicable Frame Relay Customer network for both the first and second month. In the event that the Company is unable to satisfy the Frame Delivery objective for a third consecutive month, the Customer will be eligible, upon request to receive a credit of 10% of the charge for the Service, for the applicable Frame Relay Customer network for the third month. In the event that the Company is unable to satisfy the Frame Delivery objective for a fourth consecutive month, the Customer will have the option to terminate its subscription to Frame Relay Service, or be eligible to receive a credit equal to 10% of the charge for the Service, for the applicable Frame Relay Customer network for the fourth month. Should the Customer choose the option to terminate its subscription Frame Relay Service as described above, the Customer may do so upon 24 hours notice to the Company and the Company will waive the termination charges.</p> <p>(5) Network Transfer Delay: Network Transfer Delay measures the time between the last bit of a ping frame being sent from the origination access switch connection in Canada to the first bit of the frame being received by the destination access switch connection in Canada. Network Transfer Delay is measured over the business day using a frame size 200 bytes in length. The service objective is an average monthly one way transit delay of 70 milliseconds or less within Canada.</p>	N

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.56	Customer Specific Information - continued	
	6. Frame Relay Service - continued	
Terms and Conditions	<p>(e) The Service is provided subject to the following Service Level Agreements: - continued</p> <p>(6) Network Transfer Delay (NTD) Credits: In the event that the Company is unable to satisfy the Network Transit Delay objective for 2 consecutive months, the Customer will be eligible upon request to the Company, to receive a credit equal to 5% of the charge for the Service, for the applicable Frame Relay Customer network for both the first and second month. In the event that the Company is unable to satisfy the Network Transit Delay objective for a third consecutive month, the Customer will be eligible, upon request to the Company to receive a credit equal to 10% of the charge for the Service, for the applicable Frame Relay Customer network for the third month. In the event that the Company is unable to satisfy the NTD for the fourth consecutive month, the Customer will have the option to terminate its subscription to Frame Relay Service or receive a credit equal to 10% of the charge for the Service, for the applicable Frame Relay Customer network for the fourth month. Should the Customer choose the option to terminate its subscription to Frame Relay Service as described above, the Customer may do so upon 24 hours notice and the Company will waive the termination charges.</p> <p>(7) Credit Limitations: In the event the Customer experiences network or service performance for Frame Relay Service at levels below the stated Company objectives for Network Availability Time, Network Transfer Delay or Customer Network Frame Delivery during the same month, the Customer shall only be entitled to receive credits, if any, pursuant to only one of the above applicable service level objectives, as selected by the Customer.</p>	N

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.56	Customer Specific Information - continued	
	6. Frame Relay Service - continued	
Terms and Conditions	<p>(e) The Service is provided subject to the following Service Level Agreements: - continued</p> <p>(8) Service Availability: Service Availability is the ratio of the length of time that a Virtual Circuit (VC) connection is available to the Customer to send information relative to the total time for all the Customer's VCs in a month. This is normally measured end to end between SIPs using the ICSUs. The service objective is 99.85%.</p> <p>(9) Service Availability Credits: In the event that the Company is unable to satisfy the Service Availability objective for 2 consecutive months, the Customer will be eligible upon request to the Company, to receive a credit equal to 5% of the charge for the Service, for the applicable Frame Relay Customer network for both the first and second month. In the event that the Company is unable to satisfy the Service Availability objective for a third consecutive month, the Customer will be eligible, upon request to the Company to receive a credit equal to 10% of the charge for the Service, for the applicable Frame Relay Customer network for the third month. In the event that the Company is unable to satisfy the Service Availability objective for the fourth consecutive month, the Customer will have the option to terminate its subscription to Frame Relay Service or receive a credit equal to 10% of the charge for the Service, for the applicable Frame Relay Customer network for the fourth month. Should the Customer choose the option to terminate its subscription to Frame Relay Service as described above, the Customer may do so upon 24 hours notice and the Company will waive the termination charges.</p>	N

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT

720.56 Customer Specific Information - continued

7. Ethernet Internetworking Service

Service Description (a) Ethernet Internetworking Service is a Local Area Network (LAN) extension Service that provides connectivity between 2 or more Customer sites. The Service provides a Virtual Private Connection (VPC) over a network consisting of broadband facilities, equipment and management to support the connectivity between the Service Interface Points (SIPs) at Customer sites. The Service consists of the following chargeable elements:

(1) Access provides the portion of the network from the Customer's premises, including the SIP, to the Company's Point of Presence (POP).

(2) Network Connectivity provides connectivity within the core network at standard LAN speeds.

Rates and Charges (b) Ethernet Internetworking Service is provided by the Company pursuant to a 3 year MCP as outlined below.

Province	Speed	Monthly Rate per Access		Service Charge
		Access	Network Connection (Note)	
Ontario	1.5 Mbps	\$ 760.00	\$ 85.00	N/A
Québec	1.5 Mbps	760.00	55.00	N/A
Québec	10 Mbps	1,120.00	70.00	N/A
Other Provinces	1.5 Mbps	1,050.00	310.00	\$1,000.00

N/A = Not Applicable.

Note: Applies to native Unspecified Bit Rate (UBR) Service.

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 **MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

720.56 **Customer Specific Information - continued**

7. Ethernet Internetworking Service - continued

Rates and Charges (c) The Router Switch Module (RSM) feature provides for the routing of traffic between Virtual LANs where a high degree of connectivity is required. The RSM Network Bridge feature is provided as follows.

Option	Monthly Rate	Service Charge
RSM Network Bridge	\$ 950.00	\$ 500.00

(d) Change Management Services: Charges for moves, adds and changes for logical network connectivity are as specified below.

Type of Change	Description	Charge
Type 1	Enabling/disabling interface, change access lists.	\$ 200.00 for a maximum of 5 changes
Type 2	Change IP, remove protocol, enable LAN protocol, add static route.	200.00 for a maximum of 5 changes
Type 3	Change routing protocol, enable Internetworking Operating System (IOS), change IOS features, build access list, split or join networks, enable internet access, execute a Disaster Recovery Plan (DRP) test, change projects, multiple Type 1 or Type 2 changes.	150.00 per hour

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 **MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

720.56 **Customer Specific Information - continued**

8. Terminal Equipment and Maintenance

Service Description (a) The terminal equipment interfaces to the Frame Relay Service and provides voice to packet conversion. The Company provides the terminal equipment on an outright sale basis and also provides ongoing maintenance.

Rates and Charges (b) Terminal Equipment is provided to the Customer as follows.

One Time Outright Sale Cost Per Unit	Maintenance Monthly Rate	Service Charge	N I N
\$ 2,857.00	\$ 440.00	\$ 500.00	

End

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT

720.65 Customer Specific Information

1. General

Services Provided (a) The Company provides the following Services to the Customer, as detailed in this Tariff Item.

Services	
Business Primary Exchange (Local) Service	Regulated Service
Centrex III Service	Regulated Service
Megalink Service	Regulated Service
Long Distance and Toll-Free Services	Otherwise Forborne Services
Business Internet Dedicated Service	Otherwise Forborne Service

General Terms and Conditions (b) In the event of any inconsistencies between this Tariff Item and any written or unwritten contract or agreement with the Customer, the rates, charges, terms and conditions specified in this Tariff Item shall prevail.

(c) Term: The rates, terms and conditions applicable to the Services offered in this Tariff Item shall remain in effect for a term of 5 years (the Minimum Contract Period or MCP), unless specified otherwise in this Tariff Item. Unless appropriate notice of termination has been provided, the Company shall notify the Customer either on its monthly bill or by letter:

(1) at least 60 days before contract expiry, that the arrangement will be automatically renewed; and

(2) within 35 days following automatic renewal, that the contract has been renewed and that the customer may terminate the contract without penalty within 30 days of the date of the automatic renewal notice.

(d) Rebates

(1) During the MCP and each Renewal Term, the Customer shall receive a monthly rebate equal to the product of \$12.35 multiplied by the number of telephone numbers being utilized by the Customer. In any month, such rebate shall not exceed the total amount billed for Long Distance Service.

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.65	Customer Specific Information - continued	
General Terms and Conditions	<p>1. General - continued</p> <p>(d) Rebates - continued</p> <p>(2) If the Customer's actual usage pattern for the Services falls below acceptable levels as determined by the Company, the Company will provide the Customer with 30 days written notice of suitable usage pattern adjustments. Thereafter, the Customer will have 30 days to implement such usage pattern adjustments, failing which the Company may reduce or remove the monthly rebate.</p> <p>(3) The Customer shall also be granted a rebate (the "one-time rebate") of \$35 per Business Long distance access upon installation of each access. Such rebate will be credited to the applicable monthly bill.</p> <p>(e) Payments: All invoices provided to the Customer shall be paid in full within 30 days of the date of receipt. Unless an invoice otherwise provides, interest at the equivalent rate of the Royal Bank of Canada prime rate plus 2% per annum shall be paid, on all amounts which are not paid within 30 days of receipt of the invoice.</p> <p>(f) Termination</p> <p>(1) Unless otherwise specified in the termination conditions applicable to a particular Service in this Tariff Item, either Party (the Customer or the Company) may terminate this arrangement:</p> <p>a. effective immediately upon receipt of a written notice sent by one Party to the other Party, if one or the other Party commits or is subject to an Act of Insolvency.</p> <p>b. upon 30 days prior written notice, if the other Party is in breach of a material obligation under the terms and conditions of this arrangement, including failure to pay amounts due, provided such breach is not cured within a 30 day period.</p> <p>c. immediately upon receipt of a written notice if a Party relies on a Force Majeure to excuse its failure to perform or comply with any of its obligations under this arrangement and such reliance continues for a period of more than 60 days.</p> <p>d. upon 90 days written notice prior to the end of the MCP or any Renewal Term.</p>	

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.65	Customer Specific Information - continued	
	1. General - continued	
General Terms and Conditions	<p>(f) Termination – continued</p> <p>(2) The Customer may terminate this arrangement upon 30 days written notice. However, where such termination occurs prior to the end of the third year of the MCP, the Customer will pay to the Company a termination charge equal to the total rebates granted, both monthly and one-time rebates as of the date of termination.</p> <p>(g) Change Management: The Customer must submit requests for additional Services or to make changes to existing Services in writing to the Company. The Company will respond in writing as soon as practicable, with regards to whether the changes can be made, to make alternative proposals if applicable, and to provide estimated costs and time to complete the changes. The Customer may respond to such proposals as soon as practicable to either accept the Company's response, propose alternatives or withdraw the request entirely.</p> <p>(h) Limitation of Liability</p> <p>(1) Each Party's total cumulative liability for direct damages arising as a result of the breaching Party's failure to perform its obligations under this arrangement, including without limitation direct damages arising from or related to the performance or use or non-performance of the Services shall be limited to \$50,000.</p> <p>(2) Notwithstanding, other provisions of this arrangement, in no event will any Party have any liability whether based on contract, tort or any other legal or equitable grounds (including, without limitation, negligence), breach of any warranty, representation or condition, for any loss of interest, profit or revenue by the other Party, or customers of the Customer, for any consequential, indirect, incidental, special, punitive or exemplary damages suffered by a Party or customers of the Customer, including, without limitation, any business or economic loss or failure to realize expected savings whatsoever arising from or related to this arrangement or any of the Services and arising from or related to the performance or use or non-performance of any of the Services, even if another Party has been advised of the possibility of such losses or damages.</p>	N

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT

720.65 Customer Specific Information - continued

2. Business Primary Exchange (Local) Service

Rates and Charges Business Primary Exchange (Local) Service is provided by the Company as follows.

Monthly Rates and Service Charges (Note)	
Bell Canada	As detailed in General Tariff Item No. 70.2(h) for both PIC (Primary Exchange Carrier) and non-PIC applications as appropriate and General Tariff Item No. 100.4.

Note: Related Features, such as Calling Features, Direct Inward Dialing and Equivalency, are also provided with this Service in accordance with the appropriate General Tariff Item.

3. Centrex III Service

(a) Centrex III Service, including Centrex Microlink Access Service, is provided by the Company pursuant to a 5 year Minimum Contract Period (MCP).

(b) Centrex III Service is provided, as follows.

Monthly Rates and Service Charges	
Bell Canada	As detailed in General Tariff Item No. 675.

Terms and Conditions (c) The terms and conditions of this Service are specified in the Company's General Tariff Item Nos. 670 and 675.

4. Megalink Service

Rates and Charges (a) Megalink Service is provided by the Company as follows.

Monthly Rates and Service Charges	
Bell Canada	As detailed in General Tariff Item No. 5201.

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT	N
720.65	Customer Specific Information - continued	
Rates and Charges	<p>5. Long Distance Service</p> <p>(a) Long Distance (outbound) Service is provided by the Company pursuant to a 5 year Minimum Contract Period (MCP), and an Annual Monetary Commitment (AMC) of \$1,800 in each year of the MCP. The applicable rates are contained in Tariff Item No. 720.2(c).</p> <p>(b) Contract Discount Percent (CDP): Rates for Long Distance and Toll-Free Services (The Business Savings Plan) are specified in Tariff Item No. 720.2(c). A CDP of 44% is applied against the Company's Business Savings Plan rates for the Services provided.</p>	
Terms and Conditions	<p>(c) The Customer may terminate the MCP or Renewal Term with a minimum of 30 days written notice without paying termination charges if the Customer enters into a new MCP or Renewal Term to increase the AMC or extend the MCP or Renewal Term in order to obtain a greater discount.</p>	N

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 **MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

720.65 **Customer Specific Information - continued**

6. Business Internet Dedicated Service

Service Description (a) The Company provides dedicated access to the Internet and the network management services required to maintain Internet services. The Service includes Permanent Virtual Circuits (PVCs) from the Customer's Frame Relay connections to the Internet. The Service also consists of supplying, configuring, maintaining and managing a router on the Customer's premises.

Rates and Charges (b) The Service is provided to the Customer at the following rates, pursuant to a 5 year Minimum Contract Period (MCP).

Service	Monthly Rate	Service Charge
10 Mbps	\$ 10,500.00	\$ 500.00 (Note)

Note: Includes the Local Loop.

Terms and Conditions (c) Termination: The Customer may terminate this arrangement by notifying the Company in writing at least 30 days prior to the end of the MCP or Renewal Term that it wishes to terminate this arrangement. If the Customer terminates this arrangement prior to the end of the MCP or Renewal Term, the Customer shall pay to the Company, in a single payment, an amount equal to 100% of the remaining payments outstanding to the end of the MCP or Renewal Term.

End

SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

Item 720 **MASTER AGREEMENT – CUSTOMER SPECIFIC ARRANGEMENT**

720.71 **Customer Specific Information**

1. General

Services Provided (a) The Company provides the following Services to the Customer, as detailed in this Tariff Item.

Services	
Packet Switched Network	Regulated Service
Fully Redundant Solution (Optical Fibre)	Regulated Service
Digital Access Solution	Otherwise Forborne Service

General Terms and Conditions (b) In the event of any inconsistencies between this Tariff Item and any written or unwritten agreement with the Customer, the rates, charges, terms and conditions specified in this Tariff Item shall prevail.

(c) The Services in this Tariff Item have a Minimum Contract Period (MCP) of 5 years, unless otherwise specified herein. Unless appropriate notice of termination has been provided, the Company shall notify the Customer either on its monthly bill or by letter:

(1) at least 60 days before contract expiry, that the Service will be automatically renewed at the same terms and conditions for successive 1-year periods; and

(2) within 35 days following automatic renewal, that the contract has been renewed and that the customer may terminate the contract without penalty within 30 days of the date of the automatic renewal notice.

(d) The rates and terms and conditions pertaining to the provision of a Service that will be developed during the MCP will be effective following approval by the Canadian Radio-television and Telecommunications Commission (CRTC).

(e) In the event that the tariffs and/or service terms and conditions of the Company and of other regulated carriers for the Services covered by the General Tariff are subject to any amendment endorsed by the CRTC, the charges payable by the Customer will be adjusted to reflect those of the General Tariff as of the effective date of such amendment.

SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

Item 720 MASTER AGREEMENT – CUSTOMER SPECIFIC ARRANGEMENT

720.71 Customer Specific Information - continued

1. General - continued

General Terms and Conditions

(f) The telecommunication services are provided in accordance with the tariffs and other service terms and conditions, including the limitations of liabilities, approved by the CRTC and any amendments made by the CRTC. Should the Services become forborne during the term of the MCP, the service terms and conditions in effect at the time of the forbearance will continue to apply until such time as a written agreement signed by the Parties modifies such terms and conditions.

(g) Over the course of the minimum contract period (MCP), the Customer undertakes to pay the Company for the Services contemplated herein, a total amount of no less than \$60,000,000 as a total financial commitment and, during each of the first 3 years of the term, a total amount of no less than \$12,000,000 per year as an annual financial commitment, which amount is included in the total financial commitment.

(h) The Customer shall pay the amount due within 30 days of the monthly invoice date. Should no payment be received by the Company within 30 days of the invoice date, late payment charges at the rates indicated below shall be billed to the Customer: C

When the Bank of Montreal rate is	The late-payment charge rate is	N
0.00% to 2.25%	0.75% per month (9.38% per annum)	
2.50% to 5.50%	1.00% per month (12.68% per annum)	
5.75% to 9.00%	1.25% per month (16.07% per annum)	
9.25% to 12.50%	1.50% per month (19.56% per annum)	
12.75% to 16.00%	1.75% per month (23.14% per annum)	
16.25% to 19.75%	2.00% per month (26.82% per annum)	
20.00% to 23.75%	2.25% per month (30.60% per annum)	N

(i) The Company and the Customer undertake not to request revision of the rates and charges applicable to the telecommunication services provided under the MCP, as approved by the CRTC. The Parties (the Customer and the Company) agree that these rates, charges and special assemblies remain fixed for the duration of the MCP and that the Parties shall not amend the rates, charges or conditions applicable to the equipment or Services unless the CRTC orders such an amendment.

(j) Either Party may terminate the services if the other Party fails to fulfill its obligations in respect of the Services contemplated in this Tariff Item by providing a 60-day notice to the defaulting Party, allowing it to remedy the default and fulfill its obligations. The Parties also waive application of Articles 2125 and 2126 of the Civil Code of Québec.

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 MASTER AGREEMENT – CUSTOMER SPECIFIC ARRANGEMENT

720.71 Customer Specific Information - continued

1. General - continued

**General Terms
and Conditions**

(k) Technological migration: It is agreed between the Parties hereto that any technological migration, move or change shall not reduce the amount of the total financial commitment of the MCP to less than \$60,000,000 or reduce the annual financial commitments to less than \$12,000,000 so as to protect the investments made by the Company to serve the Customer. It is understood that any technological migration shall be carried out for all the Services contemplated and all the sites served by the digital packet network (DPN) in a given Wire Centre and not for only a portion of the sites served or a portion of the Services. **C**

(1) Technological migration of Point of Sale Terminals (POS) with the Company: At any time as of the beginning of the third year of the MCP, the Customer may request that the Company migrate its POS, without penalty, to another technology offered by the Company, provided that the charges applicable to this other Service are at least equivalent to those of the migrated Services and that these new Services are contracted for a period not less than the unexpired portion of this MCP.

(2) Technological migration of POS with another Carrier: As of the beginning of the third year of the MCP, the Customer may notify the Company that it intends to migrate its POS to another technology offered by another Carrier or by a third party, maintaining however, with each Carrier, the minimum number of POS described hereinafter. In the event of such a migration, the MCP may, at the Customer's discretion, be extended for an additional term of 12 months for the portion of the Services not migrated. In all cases, it is understood that the Customer shall respect its total financial commitment.

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 **MASTER AGREEMENT – CUSTOMER SPECIFIC ARRANGEMENT**

720.71 **Customer Specific Information - continued**

1. General - continued

General Terms and Conditions (k) Technological migration - continued

Contract Year	Minimum number of POS remaining on the network of each Company (Note)		
	Bell	Other Carrier 1	Other Carrier 2
1	6,600	835	450
2	6,600	835	450
3	5,600	735	400
4	4,600	635	350
5	3,600	535	300

Note: Any migration beyond the quantities stipulated above will require immediate payment of termination charges equal to the actualized value of the total charges for the unexpired portion of this arrangement's minimum contract period applicable to the excess portion of the migrated Services.

(3) The Parties agree that the following provisions apply to the technological migration of the backbone network (DPN):

a. At any time as of the beginning of the third year of the MCP, the Customer may notify the Company that it plans to migrate its DPN to another technology offered by another carrier.

b. During the minimum contract period, the charges set out in this Tariff Item will remain applicable to any portion of the Customer's network not affected by the migration.

SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

Item 720	MASTER AGREEMENT – CUSTOMER SPECIFIC ARRANGEMENT	N
720.71	Customer Specific Information - continued	
	1. General - continued	
General Terms and Conditions	(l) Moves, adds and changes: The Customer may at any time request moves, adds or changes to the Services contemplated by this MCP. In response, the Company will provide an estimate of applicable charges as well as the time required to make these moves, adds or changes. The Company may refuse any request to change, move or add Services that would materially modify the existing network topology or materially change this arrangement.	N

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 MASTER AGREEMENT – CUSTOMER SPECIFIC ARRANGEMENT

720.71 Customer Specific Information - continued

2. Packet Switched Network

**Service
Description**

(a) Digital and Analog Access Links

(1) Through digital and analog multipoint access links at 9600 Bps, the Company offers connectivity between the Customer's POS terminals and the digital packet backbone network (DPN) located in the Company's Wire Centres and provides the required maintenance. **C**

**Rates and
Charges**

(2) The digital links include the modem in the Central Office, inter-office links, the local loop between the terminal and the Wire Centre, the bridges as well as the jack at the rates indicated below: **C**

Service	Monthly Rates and Service Charges
Bell Canada-Digital links	As set out in the Special Facilities Tariff Item D65.
Bell Canada-Analog links	As set out in the Special Facilities Tariff Item D9(c).
Other Canadian ILECs	According to the equivalent approved Tariff of the ILEC.

**Terms and
Conditions**

(3) If the infrastructures such as cables, poles and conduits are not available for a given site and the Company must perform work to offer the Service at this site, the Customer will pay additional charges for such work to be performed.

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SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

Item 720 MASTER AGREEMENT – CUSTOMER SPECIFIC ARRANGEMENT

720.71 Customer Specific Information - continued

2. Packet Switched Network - continued

**Service
Description**

(b) X-25 packet switches

(1) The X-25 packet switches make it possible to switch the Customer's transactions between the POS (Point-of-sale terminals) and the Customer's data centre. The Company provides the engineering, network configuration and maintenance.

**Rates and
Charges**

(2) The Company provides X-25 packet switches at the rates set out below:

Service	Monthly Rates and Service Charges
Bell Canada	As set out in the Special Facilities Tariff – Item D-65
Other Canadian ILECs	According to the equivalent approved Tariff of the ILEC

**Service
Description**

(c) Transport Links

(1) The Transport Links are provided through managed digital private line services and make it possible to inter-connect the backbone network (DPN) with the Customer's data centre. The Company provides the engineering, service configuration, the Service and its maintenance.

**Rates and
Charges**

(2) The Service is provided at the rates set out below:

Service	Monthly Rates and Service Charges
Transport links Managed digital private line service	As set out in the National Services Tariff Item Nos. 303 and 307.

SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

Item 720 **MASTER AGREEMENT – CUSTOMER SPECIFIC ARRANGEMENT**

720.71 **Customer Specific Information - continued**

2. Packet Switched Network - continued

**Service
Description**

(d) Backup Links

(1) The Company provides backup links through data locals and Centrex Microlink Access Service in order to ensure network robustness by connecting the DPN to the Customer's data centre in the event of transport network failure.

**Rates and
Charges**

(2) The service is provided at the rates set out below:

Service	Monthly Rates and Service Charges
Centrex Microlink Access Service (Backup links)	As set out in the General Tariff Item 675.

N
|
N

N
|
N

SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

Item 720 MASTER AGREEMENT – CUSTOMER SPECIFIC ARRANGEMENT

720.71 Customer Specific Information - continued

3. Fully Redundant Service (Optical Fibre)

Service Description (a) The Company provides a fully redundant Service comprised of optical fibres and equipment that connect the Customer's data centres.

(b) The minimum contract period for the optical fibre service is 5 years.

Rates and Charges (c) The Company sells the Customer the following equipment:

Equipment	Charge Per Unit	Installation Charge Per Unit
ITU WS200.....	\$ 13,740.00	\$ 5,000.00
LGX13 (MUX/DEMUX).....	21,724.00	5,000.00
DMS.....	928.00	5,000.00
Corning shelves.....	1,000.00	5,000.00
DC power supply and patch cords	7,000.00	5,000.00

(d) Optical Fibre

(1) The Company provides the Customer with Optical Fibre Service (OFS) at the rates and charges set out below:

Service	Monthly Rates and Service Charges
Optical fibre	As set out in General Tariff – Item 960.

(e) Other Charges

(1) Additional facilities, new facilities and moves are provided at the following rates.

Service	Charge
Installation of additional optical equipment.....	\$ 150.00/hour
New facilities and moves, per site	6,000.00

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 MASTER AGREEMENT – CUSTOMER SPECIFIC ARRANGEMENT

720.71 Customer Specific Information - continued

3. Fully Redundant Service (Optical Fibre) - continued

**Service
Description**

(f) Maintenance Service

(1) The Company provides 24/7 maintenance service for the optical equipment, including maintenance (parts and labour) of the DC power supply. The Customer must supply the replacement parts for the optical equipment and make it available to the Company's technicians.

**Rates and
Charges**

(2) The Service is offered at the rates set out below:

Service	Annual Charge
Maintenance service (Note)	\$ 15,000.00

Note: Any new equipment added to the fully redundant service for growth purposes will be included in the maintenance service described above at no additional charge.

(g) Pilot project

(1) A pilot project was carried out at a cost of \$30,000.00. It included the following activities:

- a. detailed engineering and configuration of the solution;
- b. loan of equipment required for the pilot project;
- c. installation and loan of optical fibre strands;
- d. planning, execution and documentation of tests;
- e. technological and financial recommendation.

(2) The equipment and components installed for this project are part of the equipment sold to the Customer.

**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720	MASTER AGREEMENT – CUSTOMER SPECIFIC ARRANGEMENT	N
720.71	Customer Specific Information - continued	
	3. Fully Redundant Service (Optical Fibre) - continued	
Terms and Conditions	(h) If the Customer terminates the MCP prior to expiration, the Customer shall pay the Company, in a single payment at the time of the termination, half the remaining revenue provided for in the MCP. The remaining revenue equals the monthly rates multiplied by the number of fibres for the unexpired portion of the MCP. This monthly rate is set out in section 3.(d)(1).	N

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**SPECIAL FACILITIES SERVICES
(SPECIAL ASSEMBLIES)**

Item 720 MASTER AGREEMENT – CUSTOMER SPECIFIC ARRANGEMENT

720.71 Customer Specific Information - continued

4. Digital Access Solution

Service Description (a) The Company provides the Customer with a digital high-speed access solution with entrance diversity at sites designated by the Customer. This solution includes:

- (1) a data service unit (DSU);
- (2) a router;
- (3) 56Kbps Frame Relay Network access; and
- (4) management service and remote monitoring.

Rates and Charges (b) The Service is offered at the rates set out below:

Service	Monthly Rate (Notes 1 and 2)
Digital access solution per site	\$ 420.00

Note 1: If the network bandwidth must be increased to meet the Customer's needs, the monthly charges will be revised accordingly.

Note 2: The monthly charges include two 10 Base T high-speed digital lines between the Customer's main site and the Company's network.

(c) Other charges apply as follows.

Service	Charge
Moving a facility on a site	\$ 140.00 / hour
New facilities and moves, per site	800.00

SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

Item 720	MASTER AGREEMENT – CUSTOMER SPECIFIC ARRANGEMENT	N
720.71	Customer Specific Information - continued	
	4. Digital Access Solution - continued	
Terms and Conditions	<p>(d) The monthly charges are established based on maintaining a minimum number of sites.</p> <p>(1) Until June 12, 2005, the Customer undertakes to maintain at least 125 sites. If during this period the number of sites falls below this minimum, the Customer shall continue to pay 100% of the monthly charges otherwise applicable to 125 sites.</p> <p>(2) Between June 13, 2005 and June 12, 2006, the minimum is 120 sites. If the number of sites falls below this minimum, the Customer shall continue to pay 100% of the monthly charges otherwise applicable to the 120-site minimum, plus 50% of the monthly charges set out in Item 1 above for the difference between the 120 sites and the 125-site minimum.</p> <p>(3) Between June 13, 2006 and June 12, 2007, the minimum is 115 sites. If the number of sites falls below this minimum, the Customer shall continue to pay 100% of the monthly charges otherwise applicable to the 115-site minimum, plus 50% of the monthly charges set out in Item 1 above for the difference between the 115 sites and the 125-site minimum,</p>	N

End