

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.88**                      **Customer Specific Information**

**1. General**

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

Services	
Megalink Service	Regulated Service
Long Distance and Toll-Free Services	Otherwise Forborne Services
Frame Relay Service	Otherwise Forborne Service
Equipment, Maintenance and Professional Services	Otherwise Forborne Services

**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. N

(c) Services provided pursuant to this Tariff Item shall have a Minimum Commitment Period (MCP) of 5 years unless otherwise noted 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 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) Renewal: Twelve months prior to the end of the MCP, the Company will commence negotiations with the Customer for the renewal of this arrangement. Subject to CRTC approval as required, the Company reserves the right to amend the charges for the next Renewal Term by providing the Customer with at least 60 days prior written notice of the amendment before the end of the then current MCP or Renewal Term. Should this arrangement not be renewed, at the Customer's request, the Company shall provide to the Customer a 7 month support to migrate to the Company's replacement solution, under the same terms and conditions as of this arrangement. N

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

**720.88**                      **Customer Specific Information - continued**

**1. General - continued**

**General Terms  
and Conditions**

(e) Payments: Invoices covering the Services will be issued monthly. All invoiced amounts are payable at the invoice date and are subject to a late payment charge of 1.25% per month (15% per year) calculated from the invoice date. If not paid within 30 days of the invoice date, the Customer will immediately notify the Company in writing of the nature of any disputed portion and the Company shall not apply a late payment charge to the disputed amount. The Customer will be entitled to negotiate a customized payment plan to address the disputed amount once settlement is completed.

(f) Business Downturn Network Optimization: In the event of a business downturn beyond the control of the Customer, or other compelling reasons which significantly reduce the volume of Services required by the Customer, which in turn results in the Customer being unable to meet its revenue and/or volume commitments, the Company will co-operate in restructuring the agreements and tariffs herein associated. For this provision, a significant impact shall constitute an expected reduction of committed revenue volume of 25% or greater. This provision shall not apply to a change resulting from the transfer of any of the Services to another service provider.

(g) The Company shall use its best efforts to provide the Services and to meet the service level objectives established for the Services. Service level credits and refunds are applicable as defined in this Tariff Item and related Customer agreements.

(h) If the Company and the Customer agree that rate adjustments are appropriate to an individual Service, the rates for such Service shall be renegotiated. If in the event the Company and the Customer fail to reach agreement for rate adjustments, the Customer may terminate the Service Schedule subject to termination charges where applicable.

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

**720.88**                      **Customer Specific Information - continued**

**1. General - continued**

**General Terms  
and Conditions**

(i) Termination and Migration

(1) Either Party (the Customer or the Company) may cause this arrangement to be terminated at the end of the MCP or any Renewal Term by notifying the other Party in writing of such intention no later than 30 days prior to the end of the MCP or Renewal Term. No termination charges shall apply.

(2) The Customer may terminate all or a portion of the Services at any time prior to the end of the MCP or any 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 the termination charges as set out herein. In the event that the Customer pays such termination charges, it shall be deemed to have exercised its option to purchase the Company Provided Equipment.

(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 having a term commitment as least as long as this arrangement. If it is determined that the existing Company Provided Equipment is not comparable with the comparable service, the Customer shall pay to the Company the termination charges as specified herein.

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**720.88**                      **Customer Specific Information - continued**

**1. General - continued**

**General Terms  
and Conditions**

(i) Termination and Migration - continued

(4) Either Party may, 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 other Party prior to the end of the MCP or Renewal Term for breach by a Party of any material obligation under this arrangement, including the failure by the Customer to make full payment of an invoice within 90 days of its issue date, provided that the notifying Party provides the other Party with notice of the material breach and provided that the material breach is not commenced to be remedied with 15 days after the delivery of such notice to the Customer. If this arrangement is so terminated or suspended by the Customer or the Company, the Customer agrees to pay to the Company the termination charges set forth herein. Termination charges will be paid by the Customer only if such termination or suspended condition was caused by a Customer unremedied breach.

In the event that the Customer pays such termination charges, it shall be deemed to have exercised its option to purchase the Company Provided Equipment.

(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. In the event that the Customer pays the termination charges, it shall be deemed to have exercised its option to purchase the Company Provided Equipment.

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**SPECIAL FACILITIES SERVICES  
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**Item 720**

**MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

N

**720.88**

**Customer Specific Information - continued**

**1. General - continued**

**General Terms  
and Conditions**

(i) Termination and Migration - continued

(6) In the event that all of the Services in this arrangement are terminated prior to the expiration of the MCP, the following termination charges shall apply.

N

After Month #	Termination Charge	After Month #	Termination Charge
1	\$ 1,004,766.90	31	\$ 680,720.75
2	989,244.26	32	665,890.61
3	973,695.68	33	651,029.24
4	956,503.04	34	636,135.59
5	944,009.39	35	621,211.61
6	931,489.70	36	606,256.25
7	918,943.93	37	591,268.48
8	906,372.03	38	576,249.25
9	893,773.97	39	561,199.50
10	881,149.69	40	546,117.20
11	868,499.16	41	531,003.30
12	956,626.33	42	515,857.75
13	942,380.15	43	500,680.51
14	928,103.58	44	485,470.53
15	913,796.59	45	470,229.76
16	899,459.12	46	454,956.16
17	885,091.12	47	439,650.68
18	870,693.57	48	424,313.28
19	856,264.40	49	408,942.90
20	841,805.58	50	393,541.51
21	827,316.07	51	378,107.05
22	812,794.81	52	362,640.48
23	798,243.77	53	347,141.76
24	783,661.90	54	331,609.82
25	769,049.15	55	316,045.64
26	754,405.48	56	300,449.15
27	739,730.84	57	284,820.32
28	725,024.20	58	269,158.10
29	710,287.50	59	253,463.43
30	695,519.70	60	237,736.28

N

N

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**SPECIAL FACILITIES SERVICES  
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**Item 720**

**MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

N

**720.88**

**Customer Specific Information - continued**

**Rates and  
Charges**

**2. Megalink Service**

Megalink Service is provided as follows.

N

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.

N  
N

**3. Long Distance and Toll-Free Services**

N

(a) The Long Distance and Toll-Free Services are provided to a 5 year MCP. The rates are as follows.

N

Service	Per Minute Rate	Per Call Surcharge
North American Toll-Free calls.....	\$ 0.058	N/A
North American Outbound calls (excluding calling card calls) .....	0.058	N/A
All other calls .....	Business Savings Plan *	Business Savings Plan *

N  
N  
N

N/A = Not Applicable

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

N  
N

(b) The following Minimum Annual Usage Commitment (MAUC) applies to these Services.

N  
N

Combined Long Distance and Toll-Free Minutes (millions)					
Usage	Year 1	Year 2	Year 3	Year 4	Year 5
Annual .....	6.5	6.5	6.5	6.5	6.5

N  
N

**Note:** If the MAUC is not achieved during any year of the MCP, the Company shall bill the Customer for the shortfall in annual minutes at the rate of \$0.05 per minute.

N  
N

**Terms and  
Conditions**

(c) Geographic Distribution: 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 shall result in the Company billing the Customer for the excess North American Toll-Free minutes and North American Outbound Toll minutes at the rate of \$0.04 per minute in addition to the rates specified in the table above.

N  
N  
N

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<b>720.88</b>	<b>Customer Specific Information - continued</b>	
	<b>3. Long Distance and Toll-Free Services - continued</b>	
<b>Terms and Conditions</b>	(d) Termination Charges	
	(1) The following termination charges apply for the termination of the Services prior to the expiration of the MCP:	
	a. Year 1 - 30% of MAUC for the unexpired portion of the MCP multiplied by a rate of \$0.063 per minute.	
	b. Year 2 - 20% of the MAUC for the unexpired portion of the MCP multiplied by a rate of \$0.063 per minute.	
	c. Year 3 - 10% of the MAUC for the unexpired portion of the MCP multiplied by a rate of \$0.063 per minute.	
	d. Year 4 - 5% of the MAUC for the unexpired portion of the MCP multiplied by a rate of \$0.063 per minute.	
	e. Year 5 - No termination charge.	
	(2) These Services may be terminated without termination charges if the Customer enters into a new arrangement with the Company for comparable Services, as specified in this Tariff Item.	
	(e) Service Level Agreements (SLA), as specified herein, apply for the Toll-Free Service.	<b>N</b>

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

**720.88**                      **Customer Specific Information - continued**

**4. 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.

(b) Access from the Customer premises to the Service Connection is available at each Customer location using a Frame Relay digital access.

(c) Subscription Commitment: The Customer agrees to commit to the Frame Relay Service for a 5 year MCP.

**Rates and Charges**

(d) Rates and Charges

Service Connection Speed (Kbps)	Monthly Rate				Service Charge (Note)
	Band 1	Band 2	Band 3	Band 4	
56/64 .....	\$ 285.00	\$ 308.00	\$ 335.00	\$ 385.00	\$ 500.00
128 .....	540.00	584.00	635.00	730.00	750.00
256 .....	1,020.00	1,104.00	1,200.00	1,380.00	750.00
336-512 .....	1,700.00	1,840.00	2,000.00	2,300.00	750.00
672-1024 .....	2,550.00	2,760.00	3,000.00	3,450.00	750.00
1536 .....	2,550.00	2,760.00	3,000.00	3,450.00	750.00

**Note:** The service charge applies per connection.

(e) Discounts: A 15% discount is applicable to the charges for Service Connections and features provided that the Customer retains the Service for the term of the MCP.

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.88**                      **Customer Specific Information - continued**

**4. Frame Relay Service - continued**

**Rates and  
Charges**

(f) The Frame Relay digital access is provided to the Customer at the same rates, and subject to the same conditions, as the Digital Network Access (DNA) Service as outlined in National Services Tariff Item No. 301, and as per other ILECs approved Tariffs for the equivalent Service.

(g) Features: The Company provides the following features as part of the Frame Relay Service.

(1) Committed Information Rate (CIR): refers to a Customer's specified bandwidth and transmission throughput has been assured on a unidirectional permanent virtual circuit (PVC) basis.

(h) The rates for the CIR option are as follows.

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

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**SPECIAL FACILITIES SERVICES  
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<b>720.88</b>	<b>Customer Specific Information - continued</b>											
	<b>4. Frame Relay Service - continued</b>											
<b>Rates and Charges</b>	(i) The rates for the Network Reporting System are as follows.	<b>N</b>										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Service Option</th> <th style="text-align: center;">Monthly Rate</th> <th style="text-align: center;">Service Charge</th> </tr> </thead> <tbody> <tr> <td>Network Performance Management Reports.....</td> <td align="center">\$ 80.00</td> <td align="center">\$ 250.00</td> </tr> </tbody> </table>	Service Option	Monthly Rate	Service Charge	Network Performance Management Reports.....	\$ 80.00	\$ 250.00	<b>N</b>				
Service Option	Monthly Rate	Service Charge										
Network Performance Management Reports.....	\$ 80.00	\$ 250.00										
	(j) Moves, Additions and Changes (MACs): The following rates apply for Customer requested MACs.	<b>N</b>										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Activity</th> <th style="text-align: center;">Service Charge</th> </tr> </thead> <tbody> <tr> <td>Frame Relay Digital Access.....</td> <td align="center">Note</td> </tr> <tr> <td>PVC .....</td> <td align="center">N/A</td> </tr> <tr> <td>Service Connection .....</td> <td align="center">\$ 200.00</td> </tr> <tr> <td>Customer requested feature changes to change from one location to another.....</td> <td align="center">75.00</td> </tr> </tbody> </table>	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	<b>N</b>
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	<b>N</b>										
	<b>Note:</b> Same as the DNA tariff service charge for the ILEC where the access is located.	<b>N</b>										
<b>Terms and Conditions</b>	(k) Service Performance Level: The Company commits to maintaining the Service performance levels of Frame Relay Service as stated in this Tariff Item.	<b>N</b>										
	(l) The following termination charges apply for the termination of the Services prior to the expiration of the MCP.											
	(1) Year 1 - 30% of the Average Monthly revenues multiplied by the unexpired portion of the MCP.											
	(2) Year 2 - 20% of the Ave. Monthly revenues multiplied by the unexpired portion of the MCP.											
	(3) Year 3 - 10% of the Average Monthly revenues multiplied by the unexpired portion of the MCP.											
	(4) Year 4 - 5% of the Average Monthly revenues multiplied by the unexpired portion of the MCP.											
	(5) Year 5 - no termination charges apply.	<b>N</b>										

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.88**                      **Customer Specific Information - continued**

**5. Equipment, Maintenance and Professional Services**

**Service  
Description**

(a) Customer Location Equipment, Rental and Maintenance: The Company provides the required equipment at 9 Customer locations to provide a managed network for the Customer's point of sale network. The network equipment includes a managed Point-of-Sale (POS) network complete with a host Gateway node, site nodes, Frame Relay cards, necessary modems, back-up processors with expansion slots, digital serving units, local area networking cards and the necessary cabling.

(b) Internetworking Maintenance: Maintenance of the Customer's network arrangement is provided by the Company. The Company uses its best efforts to provide the Services listed in this Tariff Item to meet the stated service level objectives applicable to this Tariff Item. The Customer acknowledges that the Company does not warrant uninterrupted or error free Services or content, availability, accuracy or information of data files made available to its Customer through the use of the Company's Services.

(c) Professional Services: Professional Services include design, engineering and installation activities. The Company provides the referenced equipment and Services either directly or through sub-contract and third party providers to the Customer at the following rates.

(d) For all service elements not otherwise delineated in this tariff, the Company provides the same pursuant to the 5 year MCP as follows:

(1) Service Level Agreements (SLA) are provided for Frame Relay, Meglalink Primary Rate ISDN and 1-800 Toll-Free at the designated rates.

(2) SLA provides single number access for trouble calls, help desk availability 7 days a week, 24 hours a day, technical escalation and remote diagnostics.

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<b>720.88</b>	<b>Customer Specific Information - continued</b>	
	<b>5. Equipment, Maintenance and Professional Services - continued</b>	
<b>Rates and Charges</b>	(g) Change Requests	
	(1) Type 1 – includes enabling and disabling interfaces and changing accessing lists. These are provided at no additional charge.	
	(2) Type 2 – includes changing IP addresses, removing LAN protocol or routing protocol, enabling LAN protocol and adding static route. These are provided at a flat rate charge of \$150 per change during normal business hours (9:00 AM – 5:00 PM) or \$225 per change after hours.	
	(3) Type 3 – includes change of routing protocol, enabling internetworking operating system (IOS) feature, global configuration change, building access lists, executing text changes, split or joining networks, enabling internet access, change projects (5 or more Type 1 and Type 2 changes, and additions to new routers). These are provided at the rate of \$150 per hour during normal business hours (9:00 AM – 5:00 PM) or \$225 per hour after hours.	
	(h) At the Customer's request and expense, the Company may:	
	(1) repair any problems or damage caused by the Customer or by a third party, or other externally caused problems, including cosmetic defects;	
	(2) move existing equipment;	
	(3) inspect equipment added by the Customer;	
	(4) sell and install additional equipment;	
	(5) service equipment on a parts and labor basis, as long as parts are available, or replace such equipment with comparable equipment;	
	(6) provide other Services as agreed to between the Parties; and	
	(7) be required to service equipment outside of contracted hours including installation of Manufactured Optional updates, upgrades, fixes, modifications, replacements or enhancements; and	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
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<b>Item 720</b>	<b>MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>720.88</b>	<b>Customer Specific Information - continued</b>	
	<b>5. Equipment, Maintenance and Professional Services - continued</b>	
<b>Rates and Charges</b>	<p>(i) Charges for the preceding Services shall be at the Company's prevailing rates, on a parts and labour basis. Other time maintenance includes a 2 hour minimum charge during regular business hours and a 4 hour minimum charge after regular business hours.</p> <p>(j) The Company will endeavour to repair defective equipment prior to replacement. Should replacement equipment be necessary in connection with maintenance that is excluded under this arrangement, the replacement equipment shall be charged to the Customer at the Company's prevailing rates. Replacement equipment shall be new or equivalent to new and, once installed, shall become the property of the Customer.</p>	
<b>Terms and Conditions</b>	<p>(k) Termination</p> <p>(1) In the event of the termination of the Internetworking Maintenance Service or the Professional Services prior to the expiration of the then current MCP or Renewal Term, the Customer shall pay termination charges equal to 100% of the remaining charges otherwise payable to the end of the MCP or Renewal Term.</p> <p>(2) In the event of the termination of the Customer Location Equipment Service prior to the expiration of the then current MCP or Renewal Term, the Customer shall pay termination charges equal to the termination value set out in Item No. 1(i)(6) above.</p>	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.106 Customer Specific Information**

**1. General**

**Services Provided** (a) The Company provides the following services to the customer, as detailed in this Tariff Item. Except where set out below, the rates, terms and conditions stipulated elsewhere in the Company's tariffs apply. Services may also be provided by Third Party Service Providers.

Where a province or territory is served by an Incumbent Local Exchange Carrier (ILEC) affiliated with the Company, specifically, Bell Aliant, NorthernTel, Limited Partnership, Northwestel Inc, or Télébec, société en commandite, services in that province or territory will be provided by that ILEC or by the Company. C

<u>Services</u>	
Service Level Agreement associated with tariffed Centrex III Service, Hosted IP Voice (HIPV) Service and Value Added Service	Regulated Service
Other terms and conditions associated with tariffed Centrex III Service and HIPV Service	Regulated Service
Service Level Agreement associated with forborne Centrex III Service and HIPV Service	Otherwise Forborne Service
Terms and conditions associated with forborne Centrex III Service and HIPV Service	Otherwise Forborne Service
Telephone sets	Otherwise Forborne Service
Centrex and other services as required provided by Third Party Service Providers	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) This service is available to the customer in the operating territory of: Bell MTS; Bell Canada; Bell Aliant; Télébec and NorthernTel. In order to be eligible for this service, the customer must: C

- subscribe to the Company's National Centrex Service (NCS), General Tariff Item 675.5; C
- subscribe to HIPV Service, National Services Tariff Item 517 (collectively, the NCS and HIPV Services); and C
- have a minimum annual revenue commitment of at least \$6,600,000.

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SPECIAL FACILITIES SERVICES  
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Item 720 MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT

720.106 Customer Specific Information - continued

1. General - continued

General Terms  
and Conditions

(d) The Minimum Contract Period (MCP) is 84 months.

(1) At least 180 days prior to the expiry of the MCP, the Company shall provide the customer with notice in writing of the expiration of the MCP for the service. Upon such notice, the customer may provide notice of its intent to terminate or to renew the MCP.

(2) Failing mutual agreement to negotiate changes for the renewal of this Tariff Item prior to the current term or if following receipt of the Company provided notice set out in Item 1.(d)(1), the customer does not provide the Company with notice of its intent to terminate or renew the MCP, the MCP for the service shall renew for two successive one year periods on the same terms and conditions.

(3) In the event that the Commission's disposition of the Company's application for renewal, if required, is not received by the expiry date of the current MCP, the service subject to said MCP will continue to be provided on a month-to-month basis in accordance with the provisions of this Tariff Item.

N  
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N

C t<sup>1</sup>  
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<sup>t1</sup> Transferred from page 721.108.  
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**SPECIAL FACILITIES SERVICES  
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**Item 720 MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

**720.106 Customer Specific Information - continued**

**1. General - continued**

**General Terms  
and Conditions**

(e) Payment for the services provided to the customer is due within 30 days of the date the invoice is received by the customer. Should the customer fail to pay any amount required to be paid by that date, the Company may charge the customer interest at the rate of four percent (4%) per annum calculated and accrued monthly, not in advance, starting on the first day after the payment due date of the invoice until the date payment is made. **C**

(f) Either party (when either is the non-defaulting party) is entitled to terminate the service provided hereunder on notice effective immediately when a defaulting party:

- has stopped or threatened to stop conducting business in the normal course, or
- becomes insolvent, or
- makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceedings under the applicable bankruptcy and insolvency legislation or any other statutes of any country, province or state relating to insolvency or the protection of rights of creditors, or
- a receiver or other officer with like powers has been appointed for the defaulting party or a substantial part of the assets of the defaulting party, or
- a resolution is passed or an order made for the winding-up, liquidation, revocation, or cancellation of incorporation of defaulting party, or a petition is filed for the winding up, liquidation.

(g) In the event the termination of the service is the result of the insolvency or bankruptcy of the Company, it shall use its commercially reasonable efforts to assist the customer to arrange for the Company's receiver or trustee in bankruptcy, as the case may be, to provide the service and Transition Assistance.

*Continued on page 721.108.2*

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# NATIONAL SERVICES TARIFF

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## SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

### Item 720 MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT

#### 720.106 Customer Specific Information - continued

##### 1. General - continued

#### General Terms and Conditions

(h) In the event the termination of a service is the result of the insolvency or bankruptcy of the customer, the customer shall use commercially reasonable efforts to ensure that the receiver or trustee in bankruptcy and/or Office of the Superintendent of Financial Institutions of Canada (OSFI), as the case may be, shall pay for the service and Transition Assistance that the Company is required to provide in accordance with Item 1.(m) below; provided that the Company is only required to provide the service and the Transition Assistance for 45 days without payment, which 45 days shall start to run after notice has been received by the Company of the customer's insolvency or bankruptcy. In the event the Company does not receive any payment from the receiver, trustee in bankruptcy or OSFI and no alternative arrangements have been made for the payment of the service and Transition Assistance, then the Company may terminate the service and Transition Assistance effective immediately upon notice to the receiver, trustee in bankruptcy and/or OSFI, as the case may be.

(i) The customer is entitled to terminate the service provided hereunder effective immediately when the Company or an encumbrancer provides notice to the customer that an encumbrancer has taken possession of any of the Company's equipment required to provide the service or execution or distress becomes enforceable or is levied upon such equipment.

(j) The customer may terminate the service provided hereunder, effective immediately upon expiry of 30 days prior written notice given by the customer to the Company, in the event the Company, through no fault of the customer, has breached any material representation, covenant, term or warranty under the applicable service or has failed to perform any of its material obligations under this Tariff Item or service provided and the Company has not cured the failure within 30 days, or such other longer period as agreed upon by the parties, after the Company receives written notice of the failure from the customer. Upon termination, all of the customer's payment obligations for the terminated service shall cease, except for: (i) any payment obligations of the service hereunder arising prior to the date of termination; and (ii) Transition Assistance payments.

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.106 Customer Specific Information - continued**

**1. General - continued**

**General Terms  
and Conditions**

(k) The Company is entitled to terminate the provision of service to the customer and/or its affiliate effective immediately upon the expiry of 60 days prior written notice given by the Company to the customer and/or its affiliate, in the event the customer or its affiliate, as the case may be, has failed to meet its payment obligations for the service and the customer or its affiliate, as the case may be, has not cured the failure within 30 days, or such other longer period as agreed upon by the parties, after the customer or its affiliate, as the case may be, received written notice of the failure from the Company. **C**

(l) The customer may terminate this service at any time before the end of the MCP or renewal MCP by giving notice of termination to the Company at least 30 days before the proposed early termination date. If the customer exercises this option, the customer must pay to the Company all charges and taxes due for the service up to the date of termination.

(m) Subject to Items 1.(g) and 1.(h) above and notwithstanding any other provision of this Tariff Item, in the event of termination or expiry of the MCP, provided all amounts owing (excluding disputed portions of invoices) to the Company under the MCP have been paid, the Company agrees to assist the customer to transition the Value Added Service from the Company, as required, which may include the ongoing provisioning of the Value Added Service and other activities associated with such transition of the Value Added Service (Transition Assistance) to the customer and its affiliates as the case may be, according to the charges for the ongoing provision of the Value Added Service, and such other terms, conditions and charges, as applicable, for the other activities associated with the Transition Assistance as may be set out for the applicable service, until the customer has found another service provider and has implemented the services, provided:

(1) In the event the Company terminated a service pursuant to its rights under Item 1.(k) above, that the customer and its affiliate, as the case may be, shall pay for the Transition Assistance 45 days in advance of the receipt, by the customer or its affiliate, as the case may be, and

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## SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

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

**720.106**                    **Customer Specific Information - continued**

**1. General - continued**

**General Terms  
and Conditions**

(2) The Company's obligation to provide the Transition Assistance shall not exceed six (6) months (Transition Assistance Period) which shall start to run on the effective date of termination or expiry, as the case may be. For the avoidance of doubt, notwithstanding the reference to termination or expiry of this Tariff Item, the parties expressly acknowledge and agree that the MCP shall continue in full force and affect until the completion of the Transition Assistance Period following termination or expiry of the MCP for the service for the purpose of giving effect to each parties' obligations in connection with the Transition Assistance during the Transition Assistance Period.

(n) The Company's obligations to provide the service and Transition Assistance upon expiry or termination of the MCP does not prohibit or otherwise restrict the customer's or the Company's remedies that each has available to it when the customer or the Company, as the case may be, has terminated the MCP for cause but is subject to the Company's applicable limitation of liability provisions and the customer's applicable limitation of liability provisions.

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SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)

Item 720 MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT

720.106 Customer Specific Information - continued

1. General - continued

General Terms  
and Conditions

(o) The Company shall maintain the following insurance coverage during the MCP and any subsequent renewal of the MCP:

(1) Commercial general liability insurance, including coverage for non-owned and hired automobile liability with a minimum combined single limit of \$10,000,000 per occurrence. Umbrella insurance may be used to achieve the required insured limit; C  
C

(2) Worker's Compensation Insurance or any alternative plan or coverage as permitted or required by applicable Law and Employer's Liability insurance with a minimum insured limit of not less than \$1,000,000 per occurrence; C  
C

(3) Errors and omissions liability insurance covering the liability for financial loss due to error, omission or negligence arising from the services of the Company as described in this Tariff Item and including coverage for technology and Internet errors and omissions liability, with a minimum insured limit of \$20,000,000 per claim in the aggregate annually; C  
|  
C

(4) Automotive liability insurance covering use of all owned and leased automobiles with a minimum combined single limit of \$2,000,000 per occurrence for bodily injury and property damage liability. Umbrella insurance may be used to achieve the required insured limit; C  
C

(5) "All Risk" property insurance in an amount equal to the full replacement value of the premises, equipment, and network owned; leased or in the Company's care, custody or control; used to provide the service; and

(6) Crime insurance policy covering employee dishonesty and computer fraud for loss arising out of or in connection with fraudulent or dishonest acts committed by the employees of the Company, acting alone or in collusion with others except when in collusion with the customer's employees, and for computer fraud by a third party, with a minimum insured limit of \$30,000,000 per loss. C  
|  
C

(p) The Company shall maintain in full force and effect until the end of MCP and any subsequent renewal of the MCP, which includes any Transition Period as applicable, the Errors and Omissions Liability Insurance in satisfaction of its obligation pursuant to Item (o)(3). If for any reason such policy insurer cancels or fails to renew such policy, and to the extent that such insurance can be purchased, the Company shall immediately purchase a replacement policy containing substantially the same terms as such policy and including a prior acts coverage endorsement effective from the effective date of the service.

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# NATIONAL SERVICES TARIFF

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## SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

### Item 720 MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT

#### 720.106 Customer Specific Information - continued

##### 1. General - continued

#### General Terms and Conditions

(q) All insurance policies that the Company is required to carry pursuant to this Tariff Item shall:

(1) Be primary as to the Company's negligence and non-contributing with respect to any other insurance or self-insurance the customer, on its own behalf and on behalf of its affiliates, may maintain; and

(2) Be provided by insurance carriers maintaining a minimum A.M. Best "A-" rating.

The insured limits required under Items (o)(3) and (o)(4) shall be composed of any combination of primary and excess (umbrella) insurance policies. The Company shall cause its insurers or insurance brokers to issue to the customer on or before the effective date of the service and within a reasonable period following each policy renewal date certificates of insurance evidencing that the coverages and policy endorsements required by this Tariff Item are in effect along with the requirement to notify the customer in writing at least thirty (30) days in advance of cancellation or modification; and the Company will promptly notify the customer with intention to cancel or modify each policy.

(r) The insurance coverages referred to in Item (o)(1) above shall name the customer, its affiliates, and their respective officers, directors and employees as additional insureds in respect of, as such parties' interests may appear with respect to this Tariff Item.

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## SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

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

**720.106**                      **Customer Specific Information - continued**

**General Terms  
and Conditions**

**1. General - continued**

(s) Audits:

(1) Once per year during the MCP, the customer may request the Company to perform an audit or examination of the Company's records associated with this service. If such audit or examination reveals that the Company's invoices for the audited period are not correct for such period, then, if the Company overcharged, the Company shall refund to the customer the amount of the overcharge. If the audit or examination reveals an undercharge, then the customer shall pay the Company for the amount of the undercharge.

(2) The customer may request an audit, in connection with the Company's provision of this service. The audit may be performed by the Company's internal or external auditors. However, the customer may direct the Company to have its external auditor perform the audit.

(3) During the MCP and any subsequent renewal of the MCP, which includes any Transition Period as applicable, unless otherwise agreed by the parties in writing, any audits performed under Item 1.(s) shall be paid from an "Audit Fund" to be established by the Company up to a maximum amount of \$285,000. Once the Audit Fund is fully depleted, unless otherwise agreed to by the parties by written agreement, additional audit costs shall be the responsibility of the customer.

(t) Agency:

(1) The Company will act as an agent to the customer, with the power and authority described below, to assist the customer in the management of the NCS Services with respect to each of the telecommunications carriers (Telcos) under the NCS Services Agreement and any independent Centrex services agreements. This agency is effective as of the effective date of this service and will remain in effect with respect to each NCS Services Agreement schedule and independent Centrex services agreement signed by a Telco and the customer as long as such schedule or agreement, as applicable, remains in effect, unless this agency is revoked by written notice from the customer to the Company and the applicable Telco. Each agency appointment for each schedule and agreement with each Telco is a separate and independent agency relationship between the customer and the Company.

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## SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

### Item 720 MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT

#### 720.106 Customer Specific Information - continued

#### General Terms and Conditions

##### 1. General - continued

(t) Agency: - continued

(2) The Company will act as the customer's agent consistent with the customer's rights and obligations in relation to and in accordance with each NCS Services Agreement schedule and independent Centrex services agreement for the following purposes:

- a. receiving invoices relating to the NCS Services;
- b. remitting payment of such invoices to each Telco;
- c. ordering and provisioning of Centrex lines, locals and mailboxes;
- d. changing functions, features, options of Centrex lines, locals and mailboxes;
- e. obtaining moves, adds, changes and deletions of Centrex lines, locals, mailboxes;
- f. administering associated service features of the NCS Services under each applicable independent Centrex services agreement and NCS Services Agreement schedule, whether ordered for the entire term of such independent Centrex services agreement or NCS Services Agreement schedule or on a month-to-month basis;
- g. corresponding with the applicable Telco on issues relating to the performance of the NCS Services;
- h. administering on behalf of the customer the performance and delivery of the NCS Services, and any incidents relating to the NCS Services; and
- i. change management for the NCS Services.

The Company shall not be entitled nor authorized to enter into, on the customer's behalf, any amendments to any independent Centrex services agreement or the NCS Services Agreement or any NCS Services Agreement schedule.

(3) The Company shall not have any liability for and to the extent of a Telco's failure to comply with any Telco obligations under this Agency arrangement.

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.106                    Customer Specific Information - continued**

**2.    Value Added Service**

**Rates and Charges** (a) All services provided pursuant to this Tariff Item (Value Added Service) will be provided at a monthly rate of \$218,000.

(b) Service Charges apply as follows:

(1) During each year of the MCP, the Company will perform 6,000 Moves, Adds, Changes and Deletions (MACDs) for the NCS and HIPV services provided under the NCS and HIPV Service Agreements, included in the monthly charge for the Value Added Service, provided that the requests for such activities are performed during the regular business hours for the applicable province. **C**

(2) All requests for MACDs in excess of the 6,000 allowance or performed outside of regular business hours in the applicable province will be chargeable in accordance with applicable tariffed rates. **C**

(c) Repair Charges apply as follows:

(1) Should a required repair not be as a result of normal wear and tear, applicable tariffed rates will apply.

SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)

Item 720 MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT

720.106 Customer Specific Information - continued

2. Value Added Service - continued

Rates and Charges (d) Standard Telephone Sets:

(1) For NCS only, the Company shall provide, included in the monthly rate for this service, up to a maximum of 1,000 standard single-line or multi-line Electronic Business Sets (EBS) associated with the installation of a new local during each year of the MCP and renewals of the MCP, but excluding any Transition Assistance Period. Additional sets beyond the 1,000 threshold may be purchased by the customer at prices established by the Company. C

(2) If an NCS set fails as a result of normal wear and tear or manufacturer defect, it will be repaired or replaced with a like set as defined below. Sets used for MACDs or maintenance purposes will not count toward the 1,000 sets in Item (d)(1). C

(3) The standard telephone set models for NCS are defined below. Non-standard sets may be provided as reasonably required and mutually agreed to by the parties. C

Standard Telephone Set Models

- M8009
- M9116
- M9316
- M9417
- M5208
- M5316

Terms and Conditions

(e) Voice Analysts:

The Company will provide, as required, included in the monthly rate for this service, Voice Analysts to work in a consultative capacity with the customer, to assist the end-users of the NCS and HIPV Services and the Value Added Service in the areas of provisioning of service and problem resolution. C

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.106 Customer Specific Information - continued**

**2. Value Added Service - continued**

**Terms and  
Conditions**

(f) A Service Level Measurement Plan will apply to the Value Added Service, NCS and HIPV Services as described below. **C**

(1) Service Level Categories: Service Level Categories identify the type of remedy that is applied to the Service Level Measurement(s) (SLM(s)) that are used to assess and report on the Value Added Service, NCS and HIPV Services that are being delivered, should the SLM(s) be missed. SLMs have also been categorized into three levels of remedies: Category 1, Category 2 and Category 3. **C**

(2) Category 1: These are SLM(s) that measure critical or production impacting elements of the NCS and HIPV Services and, if the SLM is not attained, then the missed SLM(s) are subject to corrective action in and after the first month and service credits in the second and subsequent months. **C**

(3) Category 2: These SLM(s) are less critical with minimal or no direct service impacts to the customer's production environment and, if the SLM(s) are not attained for the Value Added Service, NCS and HIPV Services, then the missed SLM(s) are subject to corrective action in and after the first month and service credits in the third and subsequent months. **C**

(4) Category 3: These are SLM(s) that may or may not be critical or production impacting to the NCS and HIPV Services and, if the SLM(s) are not attained, then the missed SLM(s) are subject to corrective action and service credits will not apply. **C**

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.106 Customer Specific Information - continued**

**2. Value Added Service - continued**

**Terms and Conditions** (f) Service Level Measurement Plan - continued

(5) The Service Level Measurement criteria are outlined below:

No.	Service Level Measurement (SLM)	Cat.	Service	Objective
<b>Mean Time to Repair</b>				
1.	Overall	3	NCS	≤14 hours
2.	Region 1 - West	3	NCS	≤24 hours
3.	Region 2 - Ont & Que	1	NCS	≤9 hours
4.	Region 3 - East	3	NCS	≤24 hours
<b>Success of Delivering MACD</b>				
5.	Overall	3	NCS	≥98%
6.	Region 1 - West	3	NCS	≥98%
7.	Region 2 - Ont & Que	1	NCS	≥98%
8.	Region 3 - East	3	NCS	≥98%
9.	Success of Delivering MACD	2, 1	HIPV	≥98%
10.	Success of NCS Telephone Set Replacement	1	NCS	Delivered within ≤33 hours, success rate ≥98%, or For 10-15 deliveries, 1 miss allowed For 16-26 deliveries, 2 misses allowed > 26 deliveries, success rate ≥92%
11.	HIPV Telephone Set and ATA Delivery	1	HIPV	Delivered within ≤33 hours, success rate ≥98%, or For 10-15 deliveries, 1 miss allowed For 16-26 deliveries, 2 misses allowed > 26 deliveries, success rate ≥92%
<b>Repetitive Failure Rate</b>				
12.	Overall	3	NCS	Blended
13.	Region 1 – West	3	NCS	<14.7%
14.	Region 2 - Ont & Que	1	NCS	<14.7%
15.	Region 3 – East	3	NCS	<14.7%
16.	Repetitive Failure Rate	1	HIPV	<14.7%
17.	Success Rate of Delivering Invoices	2	NCS	<1% for accuracy; 100% on delivery
18.	Success Rate of Delivering Invoices	2	HIPV	<1% for accuracy; 100% on delivery
19.	Delivery of Reports	2	NCS and HIPv	10-15 reports, 1 missed report allowed 16-26 reports, 2 missed reports allowed >26 reports due at the same time, success rate ≥92%
20.	Mean Time to Repair for No Call Outages	1	HIPV	≤4 hours – for No Call Outages where Service Recipients cannot receive or place calls
21.	Mean Time To Repair for Service Impairments	1	HIPV	≤24 hours – for Service Impairment conditions
22.	Mean Time To Repair for No Call Outages (Hot Branch)	1	HIPV	≤4 hours – for No Call Outages where Service Recipients cannot receive or place calls
23.	Mean time to Notify (Edgemarc device and Dedicated Voice Access Connectivity)	1	HIPV	≤20 minutes
24.	HIPV Voice Core Availability	1	HIPV	≥99.999%
25.	Edgemarc Availability – Enterprise wide	1	HIPV	≥99.9%
26.	Site Availability IPVPN Access	1	HIPV	≥99.95%
27.	Latency (Round Trip)	1	HIPV	As per Service Level
28.	Jitter	1	HIPV	As per Service Level
29.	Packet Loss	1	HIPV	Network Average IP Packet Loss (%) ≤0.1 percent

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.106                    Customer Specific Information - continued**

**2.    Value Added Service - continued**

**Terms and  
Conditions**

(f) Service Level Measurement Plan - continued

(6) Should the Company fail to meet the service level criteria, service credits, subject to a cap, will be provided to the customer as outlined below for each SLM missed in consecutive months.

Credits for Each Service Level Measurement Missed and Service Credit Caps						
Service Category	Month 1 missed	Month 2 missed	Month 3 missed	Month 4 missed	Month 5 missed	Month 6 and subsequent months missed
1 - Individual SLM	none	\$ 5,000.00	\$ 10,000.00	\$ 17,000.00	\$ 20,000.00	\$ 20,000.00
1 - Cap	N/A	7,500.00	15,000.00	25,000.00	30,000.00	30,000.00
2 - Individual SLM	none	none	2,500.00	4,000.00	6,000.00	8,000.00
2 - Cap	N/A	N/A	2,500.00	4,000.00	6,000.00	8,000.00
3	none	none	none	none	none	none

**C**

**S**

(7) For the NCS Service, in the event that either:

**C**

(i) any same Category 1 SLM described above is not achieved for 6 consecutive months; or

(ii) any same Category 2 SLM described above is not achieved for 9 consecutive months; and

(iii) subject to available remaining regional or national float for the NCS Services,

The customer may remove up to 1,000 Centrex lines from the affected SLM region without paying any termination fees one time during the initial MCP and one time during each Renewal MCP. In the event that there are fewer than 1,000 lines available in the applicable NCS regional or national float in the affected SLM region, the remaining Centrex lines may be removed from the Company's forborne exchanges only (in Ontario and Québec).

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## SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

<b>Item 720</b>	<b>MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>720.106</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Value Added Service - continued</b>	
<b>Terms and Conditions</b>	(f) Service Level Measurement Plan - continued	
	(8) For HIPV Service, in the event that any of the Category 1 Service Levels are not achieved for six consecutive months, during the SOW Initial MCP or any Renewal Term, for each occurrence under each of listed subsections, the customer may require:	
	(i) during the HIPV Initial Implementation, that the Company perform the removal of up to 5.6 percent of the total HIPV Service lines that have been successfully cutover and any related HIPV features without paying any termination fees and removal fees; or	
	(ii) following the HIPV Initial Implementation, that the Company perform the removal of up to 5.6 percent of the total HIPV Service lines and any related HIPV features without paying any termination fees and removal fees.	
	(b) Following any removal of HIPV Service lines in accordance with Section (8) above, the customer will cease to pay any fees in respect of such removed HIPV Service lines and associated HIPV features, and the customer's minimum revenue commitments will be reduced by the annual fees associated with the removed HIPV Service lines and any related HIPV features for the remainder of the Initial MCP and applicable renewal term.	
	(c) If there are two or more Severe Outages (as defined below) of a duration of five hours or more in any consecutive three-month period, the customer may terminate the HIPV Services Agreement for cause. For purposes of this Section, a "Severe Outage" means the HIPV Service is inoperable resulting in total or major loss of functionality to the customer's operations. The HIPV Service is deemed to be inoperable when a business critical service or more than 150 customer sites for the HIPV Service are in an Outage condition.	<b>N</b>

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## SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

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

**720.106**                    **Customer Specific Information - continued**

**Terms and  
Conditions**

**2. Value Added Service - continued**

(g) Transition Assistance

(1) The Company shall provide Transition Assistance as provided for in Item (1)(m).

(2) The following summarizes the types of activities that constitute Transition Assistance:

- To continue providing to the customer the Value Added Service.
- To assist the customer in developing a plan for the transition of the Value Added Service from the Company. This shall include preparing and executing that part of the plan covering activities for which the Company is responsible under such plan.
- To provide the customer with all information regarding the Value Added Service that may be necessary to implement the transition plan, and to provide such information regarding the Value Added Service as may be necessary for the customer or its designee to assume responsibility for continuing performance of the Value Added Service in an orderly manner, so as to minimize disruption in the customer organization.

(3) The Company and the customer, or its designee, shall each use commercially reasonable efforts to assemble a transition management team no later than one-week following the effective date of the termination of this service.

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

**720.106 Customer Specific Information - continued**

**2. Value Added Service - continued**

**Terms and  
Conditions**

(g) Transition Assistance - continued

(4) The Company's transition management team will provide the customer, or its designee, the following listed documentation no later than 60 days following the formation of the transition management team:

- List of all premise based assets (e.g.: telephone sets and voice mail systems maintained and managed by the voice analyst), including any HIPV hardware in customer sites. **C**
- For HIPV Service, a Service Recipient report that consists of: service recipient name, telephone set type and service pack. **N**
- List of all help desk database equipment and software that the Company's voice analysts use to manage the NCS and HIPV Services. **C**
- List of all vendor management reports that the Company's voice analysts created and used to manage the NCS and HIPV Services, as applicable. **C**
- Company developed service recipient documentation for the Value Added Service, as applicable. **C**
- Price schedules for all assets being transferred, as determined at the time of termination and expiration. **C**
- The Company will make available all key Company personnel knowledgeable and experienced in the customer's operations, configuration and processes associated with the Value Added Services, as applicable. **C**

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.106**                    **Customer Specific Information - continued**

**2. Value Added Service - continued**

**Terms and  
Conditions**

(g) Transition Assistance - continued

(5) The Company shall:

- Provide a list of all extra or potentially extra billing situations (e.g.: professional services).

- Identify, record and provide release levels for all premised based voice mail systems software associated with the NCS and HIPV Services. **C**

**S**

- Provide an asset listing of sets used with the NCS and HIPV Services line and tracked by the Voice Analyst. **C**

- Provide copies of all escalation processes with associated contact information.

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*Continued on page 721.108.17*

**Issued 2014 10 29**

Authority: Telecom Order CRTC 2014-594 November 14, 2014.  
TN 934

**Effective 2015 01 01**

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.106 Customer Specific Information - continued**

**2. Value Added Service - continued**

**Terms and  
Conditions**

(g) Transition Assistance - continued

(6) These are the activities for the actual transfer of the Value Added Service, and continue through until transition is completed. Items which the customer obtains without charge by the Company are marked as 'no charge'; all other activities will be provided via a change request where the cost of the service to be provided will be developed on a case by case basis.

- Providing customer personnel reasonable training in the performance of the Value Added Services that are to be transferred.
- Identifying significant potential risk factors relating to the transition being planned for the Value Added Service, and designing plans and contingencies to mitigate such risk.
- Preparing that portion of the Transition Plan detailing the Company's responsibilities, including schedules and resource commitments as mutually agreed to (no charge).
- Reviewing documentation prepared by the Company as part of the Value Added Service with the customer's operations staff (no charge).
- Providing assistance to the customer or its designee in notifying outside vendors of the procedures to be followed during the transition.
- Assist the customer in its analysis of contingency planning for the Value Added Service and capacity planning for the NCS and HIPV Services.
- Co-operating with the customer or its designee in the preparation and the conducting of transition testing for the Value Added Service.
- Providing assistance to the customer or its designee with the turn-over of operational responsibility for the Value Added Service, including providing assistance and co-operation in the execution of parallel operation and testing.

**S**

**C**

*Continued on page 721.108.18*

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TN 934

# NATIONAL SERVICES TARIFF

www.bell.ca/tariffs

## SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

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

**720.106**                    **Customer Specific Information - continued**

**2. Value Added Service - continued**

**Terms and  
Conditions**

(g) Transition Assistance - continued

(7) These are the activities following the transfer of the Value Added Service. Items which the customer obtains without charge by the Company are marked as '(no charge)'; all other activities will be provided via change request where the cost of the service to be provided will be developed on a case by case basis.

- The Company shall provide to the customer any remaining reports, configuration diagrams and database(s) information, and all other customer information for the Value Added Service (no charge).
- Providing additional assistance as reasonably requested by the customer to assure continuity of the Value Added Service.

N  
N

*Continued on page 721.108.19*

**Issued 2009 11 20**

Authority: Telecom Order CRTC 2009-733 November 30, 2009.

**Effective 2009 11 30**

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.106 Customer Specific Information - continued**

**2. Value Added Service - continued**

**Terms and  
Conditions**

(h) Contingency Plan

(1) The Company has a contingency plan in place that addresses the loss of a switching or transport entity in its Ontario and Québec territory. Exercises of the plan are conducted on a regular basis and the Company's critical business units have business resumption and continuity plans. All critical network components are fully redundant and the CCS-7 signaling network is redundant at alternate sites.

(2) The method of procedure for the provision of help desk support has been developed to ensure the continued support of the services provided to the customer. These procedures are reviewed annually in detail with each responsible employee.

(3) Should the contingency plan be invoked, the Company will assist the customer to re-establish service at a designated alternate site, when given direction by authorized customer personnel.

(4) The Company will re-route NCS and HIPV Services traffic in its Ontario and Québec territory to a designated alternate site upon invocation of pre-established switch redirect plans by the customer. **C**

(i) Reserved for future use. **C**

(j) Indemnification and Limitation of Liability: This service is provided under the terms and conditions of articles 15 and 16 of the associated master services agreement. **C**

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.113**                      **Customer Specific Information**

**1. General**

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

<u>Services</u>
Automatic Call Distribution (ACD) Services
Dial Modems and Related Services
Centrex III 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) The Services provided pursuant to this Tariff Item are subject to Minimum Contract Periods (MCPs) as specified herein for the particular Service.

(d) Either Party (the Customer or the Company) may negotiate with the other Party, from time to time, reasonable changes to the Services, the service levels and other items of the schedules. Any changes the Parties agree to must be in writing and, to the extent applicable, must be filed with and approved by the CRTC before becoming effective.

(e) Invoice Payment: All invoiced amounts due are payable within 30 days of the invoice date and are subject to a Late Payment Charge as specified below:

When the Bank of Montreal rate is	The late-payment charge rate is
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)

**C**

**N**  
**N**

(f) Best Pricing: Subject to filing and CRTC approval, if the Customer and the Company agree that rate adjustments are appropriate for any of the Services provided in this Tariff Item, the rates and charges associated with those Services may be re-negotiated once annually.

*Continued on page 721.115.1*

**Issued 2009 08 17**

**Effective 2009 09 01**

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.113 Customer Specific Information - continued**

**1. General - continued**

**General Terms  
and Conditions**

(g) Limitation of Liability: Except for a breach in confidentiality and except for damages due to bodily injury or death, neither Party will be liable to the other Party with respect to the Services provided herein for any damages in excess of the greater of:

(1) \$500,000; and

(2) The amounts payable by the Customer for the Services during the 6 months previous to the time those damages occurred.

(h) Termination: Either Party may terminate any Service by providing at least 60 days notice to the other Party if:

(1) The other Party materially breaches the terms and conditions of this arrangement and does not remedy the breach within 30 days after it is notified of the breach; or

(2) The other Party is bankrupt, takes advantage of the insolvency or bankruptcy laws of any jurisdiction, admits in writing its inability to pay debts as they become due, or winds up its business voluntarily or otherwise. The termination of the Service will be effective immediately after a Party having the right to terminate the Service notifies the other Party of its decision to terminate the Service.

(i) If a Service is terminated prior to the expiry of its MCP, for any other reason than in (h) above, the Company will, on request, continue to provide the Service to the Customer at the rates and charges specified for the particular Service in this Tariff Item, for a period no greater than that specified for the wind-up activities.

(j) Winding-up activities, subject to a charge where specified, will be performed as outlined for the particular Services herein.





**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 720</b>	<b>MASTER AGREEMENT – CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>720.113</b>	<b>Customer Specific Information – continued</b>	
	<b>2. Automatic Call Distribution (ACD) Services – continued</b>	
<b>Terms and Conditions</b>	<p>(e) Moves, adds and changes (MACs) will be performed in accordance with the Company's standard charges for the type of work to be done.</p> <p>(f) The version of the Perimeter software provided by the Company for this Service shall be no more than two releases behind the most current release available.</p> <p>(g) Winding-Up Activities: The Company will perform the following during a Winding-Up period of 6 months:</p> <p>(1) Co-operate with the Customer in transferring the Services to the Customer or a third party, including the development of a plan for the transfer of Services to the Customer or a third party, including a list of tasks.</p> <p>(2) Assist the Customer to develop procedures to replace the then current methods of delivering the Services and to understand specifications for the Services delivery items.</p> <p>(3) Transfer to the Customer the service materials and negatives and libraries kept for the Customer.</p> <p>(4) Assist the Customer to install any third party software then used in the provision of the Services.</p> <p>(5) Make appropriate back-up of items and run appropriate tests to protect the integrity of the database and other data of the Customer during the transfer of the Services.</p> <p>(6) Provide a list of staff positions needed to perform the Services.</p>	<b>N</b>

*Continued on page 721.115.4*

**Issued 2003 11 03**

Authority: Order CRTC 2005-294 August 11, 2005.

**Effective 2005 08 11**

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.113**                      **Customer Specific Information – continued**

**3. Dial Modems and Related Services**

**Rates and  
Charges**

(a) Dial Modems and related Services are provided by the Company pursuant to a 3 year Minimum Contract Period (MCP).

(b) The modems and other components are provided at the following rates and charges:

Service	Monthly Rate	Service Charge
Modems, each .....	\$ 110.00 (w)	(x)
Modem Moves/Adds/Changes (MACs) (y) .....	N/A	No Charge
Other Moves/Adds/Changes		
Normal Business Hours, per hour (2 hr min.).....	N/A	\$ 140.00
Off-Normal Hours, per hour (4 hr. min.).....	N/A	189.00
Servers and Cables .....	(z)	(z)
Optional Reports, all .....	3,500.00	48,000.00

N/A = Not Applicable

(w) This rate applies for each modem, to a maximum of 380 modems and is subject to a monthly bill minimum charge of \$25,300 for 230 modems.

(x) The Customer paid a one-time installation charge of \$52,220 to cover all design, engineering, installation of network and equipment and testing required to provide the Service.

(y) Applies only to MACs that do not involve the movement of equipment or upgrades beyond 380 modems, including any Central Office based modem equipment such as line connections.

(z) The Company provides the Customer with leased equipment valued at \$312,320.38. In the event of early termination of this Service, the residual value payable after year one of the MCP is 85% and that payable after year 2 is 58%.

(c) Long Distance usage charges, if any, generated through the use of the related Services, are not part of this Tariff Item.

(d) Related services provided by the Company, as required, are Megalink Service and Digital Private Line Service. These Services are included in the monthly rate for the modems specified in (b) above.

*Continued on page 721.115.5*

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 720</b>	<b>MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>720.113</b>	<b>Customer Specific Information - continued</b>	
	<b>3. Dial Modems and Related Services - continued</b>	
<b>Terms and Conditions</b>	(h) Winding-Up Activities: The Company shall charge the Customer its standard rates and charges to perform the following during a Winding-Up Period of 6 months: (1) Develop a plan for the transfer of Services to the Customer or a third party, including a list of tasks. (2) Assisting the Customer to develop procedures to replace the then current methods of delivering the Services and to understand specifications for the Services delivery items.	<b>N</b>

*Continued on page 721.115.7*

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Authority: Order CRTC 2005-294 August 11, 2005.

**Effective 2005 08 11**

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.113**                      **Customer Specific Information - continued**

**4. Centrex III Service**

**Rates and Charges**                      (a) Centrex III Service (Centrex Service) is provided by the Company pursuant to a 5 year Minimum Contract Period (MCP), in accordance with the Tariff Items outlined below.

<u>Monthly Rates and Service Charges</u>	
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

*Continued on page 721.115.8*

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.113**                      **Customer Specific Information - continued**

**4. Centrex III Service - continued**

**Terms and  
Conditions**

(b) Termination

(1) The Customer may terminate all or part of the Centrex Services subject to the terms and conditions set forth in this Tariff Item. The lines/locals and mailboxes subject to such termination charges are:

a. the initial lines/locals and mailboxes added after the commencement date of the MCP; and

b. all additional lines/locals and mailboxes added after the commencement date of the MCP;

(2) Lines/locals and mailboxes may be relocated to other Customer locations (existing or new), without the payment of termination charges, so long as they remain part of this arrangement. The Customer shall be responsible for any other relocation charges as specified in either the Company's or third party service providers' applicable tariffs.

(3) The Customer may remove from service, without incurring termination charge, a portion of the maximum number of lines/locals located within the respective territory of either the Company or that of a third party service provider. The maximum number of lines/locals is defined as the greatest number of lines/locals in-service at any point in time during the term of this arrangement.

N  
N

*End*

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

N

**720.117 Customer Specific Information**

**1. General**

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

N

Services	
Analog Private Line Service	Regulated Service
Digital Services	
- Digital Private Line Service	Regulated Service / Otherwise Forborne Service
- Digital Network Access Service	Regulated Service
Microlink Service	Regulated Service
Megalink Service	Regulated Service

N

N

**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.

N

(c) Term: The Minimum Commitment Period (MCP) of this arrangement shall be 2 years, with the option for the Customer to renew the Services for 3 additional Renewal Terms of one year each (each a Renewal Term).

(d) Termination and Migration

(1) The Customer may terminate this entire arrangement for convenience with 30 calendar days' written notice, at no cost to the Customer. In the event of termination, the Customer shall be liable only for the charges of Services delivered and accepted up to the date of termination.

(2) The Customer may terminate any individual Service with 5 days written notice. No termination charges shall apply.

N



**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

**Item 720**

**MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT**

**N**

**720.117**

**Customer Specific Information - continued**

**1. General - continued**

**General Terms  
and Conditions**

(e) Limitation of Liability

(1) The Company is responsible for the following:

a. all damages and costs resulting from intellectual property right infringement;

b. all damages for personal injury, including death, caused by the Company or its subcontractors;

c. all direct damages for physical harm to tangible property and real property caused by the Company or its subcontractors;

d. all other direct damages resulting from the Company's default pursuant to the General Conditions forming part of this Contract, but excluding reprourement costs;

e. claims for liens, attachments, charges or other encumbrances resulting from claims against the Company upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by, the Customer; and

f. indirect and consequential damages associated with all direct damages for physical harm to tangible property and real property caused by the Company or its subcontractors and reprourement costs up to a cap equal to \$100,000.

(2) For the purpose of this Tariff Item, reprourement costs shall mean all identifiable direct costs incurred by the Customer to repro cure the work with another contractor, including de-installation and return of the work to the Company, administrative costs of selecting another contractor or retendering the contract, as applicable, and any increase in the price payable by the Customer for the other work having equivalent functionalities, performances and quality.

**N**

*Continued on page 721.119.2*

**Issued 2004 03 17**

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**Effective 2004 09 07**



# NATIONAL SERVICES TARIFF

www.bell.ca/tariffs

## SPECIAL FACILITIES SERVICES (SPECIAL ASSEMBLIES)

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

**720.117**                      **Customer Specific Information - continued**

### 2. Analog Private Line Service

**Terms and Conditions**                      (a) Analog Private Line Services are provided pursuant to a 2 year Minimum Contract Period (MCP) with the option to renew for 3 Renewal Terms of one year each, as outlined below.

A End Site	Z End Site	Miles	Monthly Rate	Service Charge (Notes 1 and 2)
City 1, Ont.	City 2, Ont.	9	\$ 550.00	\$ 650.00
City 3, Ont.	City 4, Ont.	178	2,250.00	650.00

**Note 1:** Service charges are waived until 2004 12 31.

**Note 2:** Service charges for moves are the same as for a new installation.

*Continued on page 721.119.4*

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SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)

Item 720 MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT

720.117 Customer Specific Information - continued

3. Digital Services - continued

Rates and  
Charges

(c) In the event an existing circuit is moved from one location to another, it shall be treated as a new install and all service charges will apply.

(d) In the event a 56 Kbps circuit is upgraded to a 1536 Kbps access, all service charges applicable to a new 1536 Kbps access shall apply.

(e) In the event a 1536 Kbps circuit is upgraded, service charges shall apply for the number of additional time slots being activated.

(f) Service Charges to activate a Digital Network Service are as follows:

Description	Service Charge
DPLS-56 Kbps: Activation of an interexchange DS-0.....	\$ 100.00
DPLS-1536 Kbps: Activation of an interexchange DS-1.....	1,375.00
DPLS-45 Mbps: Activation of an interexchange DS-3.....	3,750.00

N  
N

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.117 Customer Specific Information - continued**

**4. Microlink and Megalink Services**

**Rates and  
Charges**

(a) Integrated Digital Services Network (ISDN) Services are provided by the Company as outlined below, subject to a 2 year Minimum Contract Period (MCP) with the option to renew the Services for 3 Renewal Terms for one year each.

Service	Location	Monthly Rate	Service Charge
Microlink Access	Ontario and Quebec	\$ 100.00	\$ 250.00
Microlink Access	New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador <b>C</b>	200.00	250.00
Megalink Access	All locations	ICB	ICB

ICB = Charges will be determined on an individual case basis, based on the configuration required.

(b) In the event an existing circuit is moved, it shall be treated as a new installation.

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.117                    Customer Specific Information - continued**

**5.    Service Level Agreement**

**Terms and  
Conditions**

(a) Service Level Credits

(b) In the event the Customer experiences network or service performance at levels below the stated objectives for the Service categories below, the Customer shall be entitled to receive credits. Credits will be calculated and applied on a monthly basis.

(c) Service Level Credits are as follows:

Credit for Each Service Category Measurement Missed		
Service Category	Objective	Credit
Analog Private Line Service (APLS) and Digital Private Line Service (DPLS) Availability	99.7% in any given month	Equal to the monthly 40% of the monthly recurring cost of each APLS/DPLS Service Interface Point (SIP) affected
Analog Private Line Service (APLS) Maximum Time To Restore Service (MTTRS)	Maximum of 8 hours (From the point in time when the Customer Network Operations center initiate a trouble ticket with the Company, until the Customer accepts service restoral. This applies to each client site SIP)	10% of SIP monthly charge if the MTTR is between 8 to 12 hours; 20% of SIP monthly charge if the MTTR is exceeded by more than 12 hours
Digital Private Line Service (DPLS) Maximum Time To Restore Service (MTTRS)	Maximum 4 hours (From the point in time when the Customer Network Operations center initiates a trouble ticket with the Company, until the Customer accepts service restoral. This applies to each client site SIP)	20% of SIP monthly charge if the MTTR is between 4 to 6 hours; 40% of SIP monthly charge if the MTTR is exceeded by more than 6 hours

*Continued on page 721.119.8*

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

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

**720.117**                      **Customer Specific Information - continued**

**5. Service Level Agreement - continued**

**Terms and**                      (d) Service Level Credits are as follows: - continued  
**Conditions**

<b>Credit for Each Service Category Measurement Missed</b>		
<b>Service Category</b>	<b>Objective</b>	<b>Credit</b>
Order receipt acknowledgement and requests for service price quotes	Within 1 business day	\$500 service credit for the second and each additional occurrence in each calendar year for missing the objective
Service order response and committed delivery dates	Complete implementation of the network service by the date to which the Company committed	\$500 service credit for the second and each additional occurrence in each calendar year for missing the objective

N  
|  
N  
|  
N

*End*



**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 720</b>	<b>MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>				
<b>720.120</b>	<b>Customer Specific Information</b>					
	<b>1. General</b>					
<b>Services Provided</b>	(a) The Company provides the following Service to the Customer, as detailed in this Tariff Item.	<b>N</b>				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th align="center" colspan="2" style="text-decoration: underline;">Services</th> </tr> </thead> <tbody> <tr> <td style="width: 50%;">High Speed Metro Service</td> <td style="width: 50%;">Regulated Service</td> </tr> </tbody> </table>	Services		High Speed Metro Service	Regulated Service	<b>N</b> <b>N</b>
Services						
High Speed Metro Service	Regulated Service					
<b>General Terms and Conditions</b>	<p>(b) In the event of any inconsistencies between this Tariff Item and the Company's General Tariff Item 5030 – High Speed Metro Service (HSM), or any written or unwritten contract or agreement with the Customer, the rates, charges, terms and conditions specified in this Tariff Item shall prevail.</p> <p>(c) Term</p> <p>(1) The rates, terms and conditions applicable to the Services offered in this tariff, shall remain in effect for a term of 5 years (the Minimum Contract Period or MCP), unless specified otherwise in this Tariff Item.</p> <p>(2) In the event this arrangement is renegotiated, any resulting changes to the arrangement are subject to CRTC approval and cannot be implemented until such approval has been granted.</p>	<b>N</b> <b>N</b> <b>N</b>				

*Continued on page 721.122.1*

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 720</b>	<b>MASTER AGREEMENT - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>								
<b>720.120</b>	<b>Customer Specific Information</b>									
	<b>2. High Speed Metro Services</b>									
<b>Service Description</b>	(a) High Speed Metro Service (HSM) provides the Customer with managed, high bandwidth capabilities over high speed optical data channels (wavelengths) between two or more locations in the Greater Toronto Area. These optical data channels are provided at 1.25, 2.5 and 10 Gigabits per second (Gbps).	<b>N</b>								
<b>Rates and Charges</b>	(b) 1.25, 2.5 and 10 Gbps HSM is provided to the Customer subject to a 5 year MCP at the rates outlined below.	<b>N</b>								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td align="center"><b>Monthly Rate and Service Charge</b></td> <td align="right"><b>N</b></td> </tr> <tr> <td>Bell Canada</td> <td>As detailed in General Tariff Item No. 5030.</td> <td align="right"><b>N</b></td> </tr> </table>		<b>Monthly Rate and Service Charge</b>	<b>N</b>	Bell Canada	As detailed in General Tariff Item No. 5030.	<b>N</b>			
	<b>Monthly Rate and Service Charge</b>	<b>N</b>								
Bell Canada	As detailed in General Tariff Item No. 5030.	<b>N</b>								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th align="center"><b>Service</b></th> <th align="center"><b>Monthly Rate</b></th> <th align="center"><b>Service Charge</b></th> <td align="right"><b>N</b></td> </tr> </thead> <tbody> <tr> <td>Unprotected 10 Gbps wavelength, each</td> <td align="center">\$ 8,600.00</td> <td align="center">\$ 12,000.00</td> <td align="right"><b>N</b></td> </tr> </tbody> </table>	<b>Service</b>	<b>Monthly Rate</b>	<b>Service Charge</b>	<b>N</b>	Unprotected 10 Gbps wavelength, each	\$ 8,600.00	\$ 12,000.00	<b>N</b>	
<b>Service</b>	<b>Monthly Rate</b>	<b>Service Charge</b>	<b>N</b>							
Unprotected 10 Gbps wavelength, each	\$ 8,600.00	\$ 12,000.00	<b>N</b>							
<b>Terms and Conditions</b>	(c) 10 Gbps HSM is provided on the basis that the Customer extends its commitment with respect to the 1.25 and/or 2.5 Gbps services for an additional 3 years.	<b>N</b>								

*End*