CRTC 24005 Part 2 1st Revised Page 84 Cancels Original Page 84

MISCELLANEOUS SERVICES

ITEM

17560 NETWORK SERVICES - CUSTOMER SPECIFIC ARRANGEMENT

1. GENERAL

The Company provides the following Network Services to the customer, by Customer Specific Arrangement, as detailed in this Tariff Item:

- Tho
- A. 10 Mbps Urban provides a 10 Mbps dedicated Ethernet interface to a NAP. The Ethernet interface shall be the SIP.
- B. 100 Mbps Urban provides a 100 Mbps dedicated Ethernet interface to a NAP. The Ethernet interface shall be the SIP.
- C. 1000 Mbps Urban provides a 1000 Mbps dedicated Ethernet interface to a NAP. The Ethernet interface shall be the SIP.
- D. 10 Mbps Rural provides a 10 Mbps dedicated Ethernet interface to a SNAP. The Ethernet interface shall be the SIP.
- E. 100 Mbps Rural provides a 100 Mbps dedicated Ethernet interface to a SNAP. The Ethernet interface shall be the SIP.
- F. 1000 Mbps Rural provides a 1000 Mbps dedicated Ethernet interface to a SNAP. The Ethernet interface shall be the SIP.
- G. 768 Kbps provides a dedicated Ethernet interface to a SNAP with a throughput of up to 768 Kbps. The interface shall be the SIP.
- H. 512 Kbps Rural Satellite provides a dedicated Ethernet interface to a SNAP with a throughput of up to 512 Kbps. The Ethernet interface shall be the SIP.
- I. Network Services 56 Kbps provides a 56 Kbps dedicated digital facility with a router with a 10 Mbps Ethernet interface to certain specified Urban End Sites.
- J. Network Services 128 Kbps provides a 128 Kbps dedicated digital facility with a router with a 10 Mbps Ethernet interface to a certain specified Urban End Site.
- K. Network Services 1.544 Mbps provides a 1.544 Mbps dedicated digital facility with a router with a 10 Mbps Ethernet interface to certain specified Urban End Sites.

The Network Services which are described above in A. to C. and in I. to K. are provided at customer locations. The Network Services which are described above in D. to H. terminate at a Central Office. For the purposes of this Tariff Item, the Network Services described in A. to H. above are classified as Type 1 Network Services and the Network Services described I. to K. above are classified as Type 2 Network Services.

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CRTC 24005 Part 2 1st Revised Page 85 Cancels Original Page 85

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MISCELLANEOUS SERVICES

ITEM

17560 NETWORK SERVICES - CUSTOMER SPECIFIC ARRANGEMENT - continued

2. <u>DEFINITIONS</u>

For the purposes of this Tariff Item:

- A. "Access Services" means the data facility and management of the high-speed access service or the analogue service between a SNAP and an End Site.
- B. "End Site" means a location at which a customer's office will originate connections to Network Services and Access Services, which location is designated as either Rural or Urban.
- C. "Network Access Point" or "NAP" means a customer's End Site that has a direct connection to a Type 1 Network Service.
- D. "Network Services" means the (a) provision and management of a data facility between (i) a SNAP and a NAP, (ii) a SNAP and a SNAP, or (iii) a NAP and a NAP and (b) the provision of a dedicated digital facility with a router with a 10 Mbps Ethernet interface that is provided at speeds of 56 Kbps, 128 Kbps or 1.544 Mbps to certain specified End Sites.
- E. "Rural" means all areas within the province of Manitoba other than Urban areas.
- F. "Service Charges" means the amounts chargeable by the Company for the provision of Network Services, consisting of installation charges and monthly charges.
- G. "Service Interface Point" or "SIP" means an Ethernet-based interface that constitutes the demarcation point of a Type 1 Network Service.
- H. "Service Levels" means the service objectives and availability standards set out in this tariff to be met by the Company in the course of providing Network Services.
- I. "Service Level Credits" means the compensation to which the customer is entitled in the event the Company fails to meet the Service Levels.
- J. "Service Type" means a category of Network Services.
- K. "Shared Network Access Point" or "SNAP," means a network point of aggregation combining multiple Access Services onto a single Type 1 Network Service.
- L. "SNAP Location" means a Company Central Office in which a SNAP is located.
- M. "Urban" means all those areas of the City of Winnipeg that are located within, and bounded by, the Perimeter Highway and such other areas of the City of Winnipeg as mutually agreed between the Company and the customer in writing from time to time.

Filing Date: January 30, 2020 TN 824 Effective Date: March 6, 2020

CRTC 24005 Part 2 Original Page 86

MISCELLANEOUS SERVICES

ITEM

17560 NETWORK SERVICES - CUSTOMER SPECIFIC ARRANGEMENT - continued

Ν

3. <u>SERVICE AND EQUIPMENT</u>

- A. The minimum quantity requirement for the customer obtaining Network Services that is provided by this Tariff Item is 200 Network Services.
- B. This Customer Specific Arrangement (CSA) for Network Services is provided subject to a Network Services Agreement (the Agreement) executed between MTS Allstream and the customer. In the event of any inconsistencies between this Tariff Item and any written or unwritten agreement or arrangement with the customer, the rates, charges, terms and conditions specified in this Tariff Item shall prevail.
- C. The term of the Network Services Arrangement is 5 years (the Term) with an option of extending the arrangement for an additional period of 1 year (Renewal Term) on the same terms and conditions except that the customer shall not change an existing Service Type or add any new Network Services during the Renewal Term unless MTS Allstream agrees to any such changes or additions. The customer shall give MTS Allstream 90 days written notice prior to the end of the Term if it intends to exercise this option to extend.
- D. In respect of the installation of Network Services to serve the End Sites, the customer, at its own expense, shall be responsible for providing and maintaining all building facilities consisting of cabling support structures, entrance facilities, electrical power, appropriate temperature and humidity levels and security to protect the Network Services. All building facilities to be provided by the customer in connection with the Network Services shall meet the specifications and requirements prescribed by MTS Allstream.
- E. The installation and provision of Network Services in respect of new SNAP Locations and End Sites are subject to the availability of suitable underlying telecommunications facilities in the area where the SNAP Locations and End Sites are situated. Where such suitable underlying telecommunications facilities do not exist or are not available in an area where the SNAP Locations and End Sites are situated, MTS Allstream shall be under no obligation to install or provide Network Services in such locations.
- F. MTS Allstream does not warrant that the operation or delivery of the Network Services will be uninterrupted or error free.
- G. In respect of those portions of the Network Services to which Service Levels apply, a failure to meet those Service Levels will entitle the customer to Service Level Credits as set out in this Tariff Item.

CRTC 24005 Part 2 Original Page 87

MISCELLANEOUS SERVICES

ITEM

17560 <u>NETWORK SERVICES – CUSTOMER SPECIFIC ARRANGEMENT</u> - continued

Ν

3. <u>SERVICE AND EQUIPMENT</u> - continued

- H. MTS Allstream is not responsible for any failure to comply with the Service Levels where such failure is due to or caused by:
 - 1) Damage caused by or misuse by the customer or by those for whom it is in law responsible; or
 - 2) Failure on the part of the customer to properly supply all building facilities as described in Item 3.D. of this tariff; or
 - 3) The attachment or use of hardware or terminals provided by a party other than MTS Allstream that:
 - a) Are not compatible with the Network Services; or
 - b) That do not operate in accordance with the manufacturers' specifications; or
 - 4) The customers use of a Network Service or a Service Type that is insufficient or inadequate for its applications.
- I. The Service Charges for a Service Type may be increased in the event the number of Network Services or Service Types is increased by the customer at any time during the last 12 months of the Term by more than 10% of the number of Network Services and Service Types in use as at the end of the fourth year of the Term.
- J. The customer shall pay MTS Allstream any Service Charges due within 30 days after the receipt of a billing statement. The billing statements shall be deemed to be correct and binding if an objection in writing is not received by MTS Allstream within 60 days after the date on which the billing statement was received by the customer. Any Service Charges not paid by the customer within 30 days after receipt of the Billing Statement shall bear interest at the rate permitted by any Tariff in respect of late payment, from the 31st day after receipt until payment is made in full.
- K. The customer may terminate all of the Network Services provided, upon giving MTS Allstream at least 60 days prior written notice, and upon payment of any current amounts due plus reasonable wind-down expenses on a time and materials basis, which shall include (i) those costs directly related to the design, installation, removal or termination of a specific Network Services by MTS Allstream, and (ii) the cost of equipment and facilities purchased by MTS Allstream for the purpose of providing the Network Services to the customer where MTS Allstream is unable to use such equipment and facilities for another customer of MTS Allstream at the time of the termination, which cost shall be depreciated on a straight line basis over a five-year period.

CRTC 24005 Part 2 Original Page 88

MISCELLANEOUS SERVICES

ITEM

17560 NETWORK SERVICES - CUSTOMER SPECIFIC ARRANGEMENT - continued

Ν

3. <u>SERVICE AND EQUIPMENT</u> - continued

- L. MTS Allstream may terminate any Network Services or suspend performance of any of its obligations under this Agreement at any time, with or without notice, and without incurring any liability to the customer, in any of the following circumstances:
 - Upon the customer's default in payment of any amounts payable when due, or upon the customer's failure to perform any other obligation under the Agreement, provided that MTS Allstream gives the customer written notice of any such default, and the default is not remedied within 15 business days after receipt of such written notice; or
 - 2) Any representation or warranty made by the customer is false or misleading in any respect.
- M. Except in respect of a failure to meet Service Levels, the customer may terminate all of the Network Services at any time, with or without notice, and without incurring any wind-down expenses or any other liability to MTS Allstream, in any of the following circumstances:
 - Upon MTS Allstream's failure to carry out or perform any of its obligations under the Agreement, provided that the customer gives MTS Allstream written notice of the alleged default, and the alleged default is not remedied within 15 business days, or within such longer period of time as may be reasonable in view of the nature of the default, after receipt of such written notice; or
 - Any representation or warranty made by MTS Allstream is false or misleading in any respect; or
 - 3) In the event MTS Allstream becomes or threatens to become insolvent or bankrupt, commits or threatens to commit any act of insolvency or bankruptcy or any offence under the Bankruptcy and Insolvency Act (Canada), makes or threatens to make an assignment for the benefit of creditors, ceases or threatens to cease payment of any of its obligations as they generally become due for any reason whatsoever, or is unable to pay all of its obligations due and accruing due; or
 - In the event a trustee or a receiver is appointed in respect of MTS Allstream or in respect of any part of its assets by any court or under any instrument, or a proceeding is instituted under any provision of the Bankruptcy and Insolvency Act by or against MTS Allstream and is acquiesced in or results in adjudication of the bankruptcy by an authority of competent jurisdiction.

CRTC 24005 Part 2 Original Page 89

MISCELLANEOUS SERVICES

ITEM

17560 NETWORK SERVICES - CUSTOMER SPECIFIC ARRANGEMENT - continued

Ν

3. <u>SERVICE AND EQUIPMENT</u> - continued

- N. Notwithstanding any other provision, the Service Level Credits shall be the customer's sole and exclusive remedy, relating to MTS Allstream's failure to meet the Service Levels. If MTS Allstream fails to meet the Service Levels for a Network Service for a period of 3 consecutive months, then the customer, at its option, may immediately terminate such Network Services without incurring any wind-down expenses or any other liability to MTS Allstream.
- O. Where MTS Allstream terminates this Network Services Arrangement for cause, the customer shall be required to pay to MTS Allstream reasonable wind-down expenses.

4. SERVICE LEVELS

- A. Service Interface Point (SIP) Availability. A Type 1 Network Service SIP is to be available 99.95% of the total SIP hours per month subject to any adjustment that may be necessary.
- B. Packet Transit Delay (PTD). The objective for PTD is 75 milliseconds or less for 95% of all test packets during a one day period, excluding weekends and holidays.
- C. Packet Accuracy. The objective for Packet Accuracy is 99% in a one day period, excluding weekends and holidays.
- D. Maximum Time to Restore Service (MTTRS). The objective for responding to a trouble report is 2 hours for locations inside the Perimeter Highway, and 4 hours for locations outside the Perimeter Highway.
- E. Committed Service Due Date (CSDD). The following CSDD objectives shall apply:
 - For a new installation with a SIP interface rate greater than or equal to 10 Mbps, the CSDD objective is 50 business days.
 - 2) For a new installation with a SIP interface rate less than 10 Mbps, the CSDD objective is 35 business days.
 - 3) For the modification of the software parameters of an existing SIP, the CSDD objective is 20 business days.

The CSDD objectives specified above shall apply only where suitable underlying telecommunications facilities are available.

CRTC 24005 Part 2 Original Page 90

MISCELLANEOUS SERVICES

ITEM

17560 NETWORK SERVICES - CUSTOMER SPECIFIC ARRANGEMENT - continued

Ν

4. SERVICE LEVELS - continued

- F. Problem Call Response (PCR). The objective for PCR is that 90% of all problem calls received in a month by MTS Allstream's Business Communication Service Centre between the hours of 06:30 and 20:00 (Central Time) are to be answered by a live person within 90 seconds.
- G. SIP Availability Service Level Credit. The Service Level Credit shall be equal to 50% of the monthly charge for the Type 1 Network Service for which the SIP availability has not been met. For each 24 hour period that the SIP is unavailable, an additional Service Level Credit in an amount equal to 50% of the monthly charge for the Type 1 Network Service shall apply to a maximum of 100% of the monthly charge for the affected Type 1 Network Service.
- H. PTD Service Level Credit. The Service Level Credit shall be equal to 5% of the monthly charge for the Type 1 Network Service for which the PTD has not been met to a maximum of 100% of the monthly charge for the affected Type 1 Network Service.
- Packet Accuracy Service Level Credit. The Service Level Credit shall be equal to 5% of the monthly charge for the Type 1 Network Service for which the Packet Accuracy objective has not been met to a maximum of 100% of the monthly charge for the affected Type 1 Network Service.
- J. MTTRS Service Level Credit. The Service Level Credit shall be equal to 50% of the monthly charge for the Type 1 Network Service for which the MTTRS objective has not been met to a maximum of 100% of the monthly charge for the affected Type 1 Network Service.
 - Where a Type 1 Network Service fails to meet both the SIP availability objective and the MTTRS objective, only one Service Level Credit per Type 1 Network Service per month shall apply.
- K. CSDD Service Level Credit. The Service Level Credit shall be equal to 50% of the monthly charge for the Type 1 Network Service for which the CSDD objective has not been met. For each additional day beyond the original CSDD that the Type 1 Network Service is not available, an additional Service Level Credit in an amount equal to 5% of the monthly charge for the affected Type 1 Network Service shall apply to a maximum of 100% of the monthly charge for the affected Type 1 Network Service.

CRTC 24005 Part 2 Original Page 91

MISCELLANEOUS SERVICES

ITEM

17560 NETWORK SERVICES - CUSTOMER SPECIFIC ARRANGEMENT - continued

Ν

4. <u>SERVICE LEVELS</u> - continued

- L. PCR Service Level Credit. Where the PCR objective above is not met for two consecutive months, or when the PCR is not met for any three months in a sixmonth period, a Service Level Credit shall apply. The Service Level Credit shall be 5% of the monthly charge for all affected Type 1 Network Services.
- M. Mean Time to Respond (MTTR). The objective for responding to a trouble report is two hours. The monthly MTTR shall be the average of the response times for trouble reports made by the customer.
- N. Type 2 Network Service Availability. Type 2 Network Service availability shall be 99.95% of the total Type 2 Network Service hours per month.
- O. Type 2 Network Service Availability Service Level Credit. Where MTS Allstream, in any month, fails to meet the Type 2 Network Service Availability, a Service Level Credit shall apply as follows:
 - 1) Where the Type 2 Network Service Availability is less than 99.95% but equal to or greater than 99.85%, the Service Level Credit shall be equal to the highest monthly charge for a Type 2 Network Service.
 - 2) Where the Type 2 Network Service Availability is less than 99.85% but equal to or greater than 99.75%, the Service Level Credit shall be equal to one and a half times the highest monthly charge for a Type 2 Network Service.
 - 3) Where the Type 2 Network Service Availability is less than 99.75%, the Service Level Credit shall be equal to twice the highest Type 2 Network Service monthly charge for a Type 2 Network Service.

Only one Service Level Credit per month shall apply where the Type 2 Network Service Availability is not met.

P. Entitlement to Service Level Credits. The total amount of the Service Level Credits applicable in respect of a Network Service shall not exceed the total monthly charges payable for such a Network Service in any one month.

MTS Allstream and the customer shall review the customer's entitlement to any Service Level Credits.

CRTC 24005 Part 2 Original Page 92

MISCELLANEOUS SERVICES

ITEM

17560 NETWORK SERVICES - CUSTOMER SPECIFIC ARRANGEMENT - continued

Ν

4. <u>SERVICE LEVELS</u> – continued

- Q. Exclusions. The provisions in A. to P. above shall not apply where failure to meet a Service Level objective is caused by, or due to, circumstances beyond the reasonable control of MTS Allstream, including, but not limited to:
 - Force majeure consisting of fire, flood, earthquake, elements of nature or acts of God; acts of war, terrorism, riots, civil disorders, rebellions or revolutions in North America or in other countries outside of North America that manufacture hardware and software used in the provision of the Network Services; strikes, lockouts or other labour disruptions; or any other similar or dissimilar cause beyond MTS Allstream's reasonable control;
 - 2) The acts, or failure to act, of any third party acting on behalf of the customer;
 - 3) Failure of the customer to provide and maintain the required building facilities as described in Item 3.D. of this tariff.
 - 4) Improper use of a Network Service by the customer that, directly or indirectly, causes the failure of MTS Allstream to meet the Service Level objective.
- R. Measurement. MTS Allstream shall monitor Service Level performance for the Service Level objectives 7 days per week, 24 hours per day, except where MTS Allstream is precluded from performing such monitoring as a result of the customer's use of a Network Service that is insufficient or inadequate for its applications, or where MTS Allstream's monitoring tools are temporarily inoperable.

CRTC 24005 Part 2 Original Page 93

MISCELLANEOUS SERVICES

ITEM

17560 <u>NETWORK SERVICES – CUSTOMER SPECIFIC ARRANGEMENT</u> - continued

Ν

5. SCHEDULE OF LOCATIONS AND PRICE TIERS

A. The price tier that applies to each SNAP location is as follows:

SNAP LOCATION	PRICE TIER
ALTONA	Tier 2
ARBORG	Tier 3
ASHERN	Tier 3
BALDUR	Tier 3
BEAUSEJOUR	Tier 2
BENITO	Tier 3
BIRDS HILL	Tier 2
BIRTLE	Tier 3
BOISSEVAIN	Tier 2
BRANDON	Tier 1
CARBERRY	Tier 3
CARMAN	Tier 2
CHURCHILL	Tier 4
CRYSTAL CITY	Tier 3
DAUPHIN	Tier 1
DELORAINE	Tier 3
DOMINION CITY	Tier 3
DUGALD	Tier 2
EMERSON	Tier 3
ERICKSON	Tier 3
ERIKSDALE	Tier 3
FALCON LAKE	Tier 3
FISHER BRANCH	Tier 3
FLIN FLON	Tier 1
GILLAM	Tier 3
GIMLI	Tier 2
GLADSTONE	Tier 2

CRTC 24005 Part 2 Original Page 93A

MISCELLANEOUS SERVICES

ITEM

17560 <u>NETWORK SERVICES – CUSTOMER SPECIFIC ARRANGEMENT</u> - continued

Ν

- 5. <u>SCHEDULE OF LOCATIONS AND PRICE TIERS</u> continued
 - A. The price tier that applies to each SNAP location is as follows:

SNAP LOCATION	PRICE TIER
GLENBORO	Tier 3
GRANDVIEW	Tier 3
HADASHVILLE	Tier 3
HAMIOTA	Tier 3
KILLARNEY	Tier 2
LA BROQUERIE	Tier 3
LAC DU BONNET	Tier 2
LEAF RAPIDS	Tier 4
LUNDAR	Tier 3
LYNN LAKE	Tier 4
MACGREGOR	Tier 3
MANITOU	Tier 3
MCCREARY	Tier 3
MELITA	Tier 3
MILNER RIDGE	Tier 4
MINNEDOSA	Tier 2
MORDEN	Tier 1
MORRIS	Tier 2
NEEPAWA	Tier 2
NOTRE DAME	Tier 3
OAKBANK	Tier 2
PILOT MOUND	Tier 3
PINAWA	Tier 2
PINE FALLS	Tier 2
PORTAGE LA PRAIRIE	Tier 1
RENNIE	Tier 3
RESTON	Tier 3

CRTC 24005 Part 2 Original Page 93B

Ν

MISCELLANEOUS SERVICES

ITEM

17560 <u>NETWORK SERVICES – CUSTOMER SPECIFIC ARRANGEMENT</u> - continued

5. <u>SCHEDULE OF LOCATIONS AND PRICE TIERS</u> - continued

A. The price tier that applies to each SNAP location is as follows:

SNAP LOCATION	PRICE TIER
RIVERS	Tier 3
RIVERTON	Tier 3
ROBLIN	Tier 3
ROSSBURN	Tier 3
RUSSELL	Tier 2
SANFORD	Tier 2
SELKIRK	Tier 1
SHOAL LAKE	Tier 3
SNOW LAKE	Tier 3
SOMERSET	Tier 3
SOURIS	Tier 2
ST. ANNE	Tier 2
ST. CLAUDE	Tier 3
ST. PIERRE	Tier 2
RIVERS	Tier 3
RIVERTON	Tier 3
ROBLIN	Tier 3
ROSSBURN	Tier 3
RUSSELL	Tier 2
SANFORD	Tier 2
SELKIRK	Tier 1
SHOAL LAKE	Tier 3
SNOW LAKE	Tier 3
SOMERSET	Tier 3
SOURIS	Tier 2
ST. ANNE	Tier 2
ST. CLAUDE	Tier 3
ST. PIERRE	Tier 2
WHITEMOUTH	Tier 3
WINKLER	Tier 1
WINNIPEGOSIS	Tier 3

CRTC 24005 Part 2 Original Page 93C

MISCELLANEOUS SERVICES

ITEM

17560 <u>NETWORK SERVICES – CUSTOMER SPECIFIC ARRANGEMENT</u> - continued

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- 5. <u>SCHEDULE OF LOCATIONS AND PRICE TIERS</u> continued
 - B. The price tier that applies to each End Site location is as follows: (All End Site locations are in Winnipeg)

END SITE LOCATION	PRICE TIER
1031 AUTUMNWOOD DRIVE	Tier C
312 BLAKE STREET	Tier C
280 BROADWAY	Tier A
326 BROADWAY	Tier A
360 BROADWAY	Tier A
373 BROADWAY	Tier A
379 BROADWAY	Tier A
386 BROADWAY	Tier A
405 BROADWAY	Tier A
450 BROADWAY	Tier A
720 BROADWAY	Tier C
155 CARLTON STREET	Tier A
185 CARLTON STREET	Tier A
300 CARLTON STREET	Tier A
200 CATHEDRALE AVENUE	Tier C
1680 CHURCH AVENUE	Tier C
1100 CONCORDIA AVENUE	Tier C
CONCORDIA HOSPITAL	Tier C
906 COTTONWOOD DRIVE	Tier C
1021 COURT AVENUE	Tier C
DEER LODGE HOSPITAL	Tier C
123 DONCASTER BOULEVARD	Tier C
170 DONCASTER STREET	Tier C
269 DUFFERIN AVENUE	Tier C
79 EAGLE DRIVE	Tier C
254 EDMONTON STREET 2ND FLOOR	Tier A
400 ELLICE AVENUE	Tier A
1395 ELLICE AVENUE	Tier C
1680 ELLICE AVENUE	Tier C

CRTC 24005 Part 2 Original Page 93D

Ν

MISCELLANEOUS SERVICES

ITEM

17560 <u>NETWORK SERVICES – CUSTOMER SPECIFIC ARRANGEMENT</u> - continued

5. <u>SCHEDULE OF LOCATIONS AND PRICE TIERS</u> - continued

B. The price tier that applies to each End Site location is as follows: (All End Site locations are in Winnipeg)

END SITE LOCATION	PRICE TIER
189 EVANSON STREET	Tier C
900 FERRY ROAD	Tier C
21 FORKS MARKET ROAD	Tier B
114 GARRY STREET	Tier A
125 GARRY STREET	Tier A
215 GARRY STREET	Tier A
1513A GATEWAY ROAD	Tier C
GRACE HOSPITAL	Tier C
200 GRAHAM AVENUE	Tier A
175 HARGRAVE STREET	Tier A
HEALTH SCIENCES CENTRE	Tier C
1122 HENDERSON HIGHWAY	Tier C
626 HENRY AVENUE	Tier C
290 JARVIS AVENUE	Tier C
930 JEFFERSON AVENUE ROOM 103	Tier C
1030 KEEWATIN STREET ROOM 17	Tier C
357 KENNEDY STREET	Tier B
180 KING STREET, 5 TH FLOOR	Tier A
400A LOGAN AVENUE	Tier B
123 MAIN STREET	Tier A
896 MAIN STREET	Tier C
1357 MAIN STREET	Tier C
1386 MAIN STREET	Tier C
219 MARION STREET	Tier C
136 MARKET STREET	Tier A
MISERICORDIA HOSPITAL	Tier C
40 MUIR ROAD	Tier C
1970 NESS AVENUE	Tier C
2393 NESS AVENUE, STE S	Tier C

CRTC 24005 Part 2 Original Page 93E

Ν

MISCELLANEOUS SERVICES

ITEM

17560 <u>NETWORK SERVICES – CUSTOMER SPECIFIC ARRANGEMENT</u> - continued

5. <u>SCHEDULE OF LOCATIONS AND PRICE TIERS</u> - continued

B. The price tier that applies to each End Site location is as follows: (All End Site locations are in Winnipeg)

END SITE LOCATION	PRICE TIER
213 NOTRE DAME AVENUE	Tier A
470 NOTRE DAME AVENUE	Tier A
533 NOTRE DAME AVENUE	Tier C
791 NOTRE DAME AVENUE	Tier C
2055 NOTRE DAME AVENUE	Tier C
210 OSBORNE STREET N.	Tier A
270 OSBORNE STREET N.	Tier A
600 PANET ROAD	Tier C
233 PORTAGE AVENUE	Tier B
258 PORTAGE AVENUE	Tier B
330 PORTAGE AVENUE	Tier B
500 PORTAGE AVENUE	Tier C
800 PORTAGE AVENUE	Tier C
831 PORTAGE AVENUE	Tier C
1075 PORTAGE AVENUE	Tier C
1181 PORTAGE AVENUE	Tier C
1700 PORTAGE AVENUE	Tier C
2015 PORTAGE AVENUE	Tier C
2031 PORTAGE AVENUE	Tier C
2527 PORTAGE AVENUE	Tier C
151 PRINCESS STREET BUILDING 406	Tier C
222 PROVENCHER BOULEVARD	Tier C
227 PROVENCHER BOULEVARD	Tier C
233 PROVENCHER BOULEVARD	Tier C
77A REDWOOD AVENUE	Tier C
1615 REGENT AVE.	Tier C
RIVERVIEW HOSPITAL	Tier C
200 SAULTEAUX CRESCENT	Tier C
SEVEN OAKS HOSPITAL	Tier C
185 SMITH STREET	Tier A

CRTC 24005 Part 2 Original Page 93F

Ν

MISCELLANEOUS SERVICES

ITEM

17560 <u>NETWORK SERVICES – CUSTOMER SPECIFIC ARRANGEMENT</u> - continued

- 5. <u>SCHEDULE OF LOCATIONS AND PRICING TIERS</u> continued
 - B. The price tier that applies to each End Site location is as follows: (All End Site locations are in Winnipeg)

END SITE LOCATION	PRICE TIER
490 ST. ANNES ROAD, STE A	Tier C
ST. BONIFACE HOSPITAL	Tier C
1026 ST. MARY'S ROAD	Tier C
677 STAFFORD STREET, RM6	Tier C
139 TUXEDO AVENUE	Tier C
362 U OF M, ELLIS BLDG.	Tier C
545 UNIVERSITY CRESCENT	Tier C
VICTORIA HOSPITAL	Tier C
1 WESLEY AVENUE	Tier A
301 WESTON STREET	Tier C
750 WILLIAM AVENUE	Tier C
391 YORK AVENUE	Tier A
401 YORK AVENUE	Tier A

CRTC 24005 Part 2 Original Page 94

MISCELLANEOUS SERVICES

ITEM

17560 <u>NETWORK SERVICES – CUSTOMER SPECIFIC ARRANGEMENT</u> - continued

Ν

6. RATES AND CHARGES

A. The rates and charges for each Type 1 Network Service, are as follows:

Ethernet-Based Type 1 Network	Price Tier	Service Charges (Note 1)	
Services Service Type		Installation Charges (Notes 2 and 3 and 7)	Monthly Charges (Notes 3 and 4)
10 Mbps Urban	Α	\$500	\$859
10 Mbps Urban	В	\$1,000	\$859
10 Mbps Urban	С	\$1,600	\$859
10 Mbps Urban	D	\$30,000	\$859
100 Mbps Urban	Α	\$874	\$2,567
100 Mbps Urban	В	\$1,374	\$2,567
100 Mbps Urban	С	\$1,974	\$2,567
1000 Mbps Urban	Α	\$1,668	\$4,207
1000 Mbps Urban	В	\$2,168	\$4,207
1000 Mbps Urban	С	\$2,768	\$4,207
Upgrade 10 Mbps Urban to 100 Mbps Urban	A, B, C & D	\$374	\$2,567
Upgrade 100 Mbps Urban to 1000 Mbps Urban	A, B & C	\$794	\$4,207
10 Mbps Rural	1	\$700	\$1,135
10 Mbps Rural	2	\$700	\$1,396
10 Mbps Rural	3	\$1,200	\$2,197
768 Kbps	4	\$1,200	\$2,197
512 Kbps Rural Satellite	4	\$61,525	\$5,622
100 Mbps Rural	1	\$7,850	\$7,340
100 Mbps Rural	2	\$7,850	\$9,208
100 Mbps Rural	3	\$7,850	\$14,923
1000 Mbps Rural	Note 5	\$44,748	\$41,839
Service Type other than as specified	above	Individual case basis	Individual case basis

CRTC 24005 Part 2 Original Page 95

MISCELLANEOUS SERVICES

ITEM

17560 <u>NETWORK SERVICES – CUSTOMER SPECIFIC ARRANGEMENT</u> - continued

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6. RATES AND CHARGES – continued

Notes:

- (1) All Service Charges are subject to applicable taxes.
- (2) Where suitable underlying telecommunications facilities are not available in a location requiring a Type 1 Network Service with a bandwidth capacity in excess of 10 Mbps, the installation charges will include construction charges for the construction of the required telecommunications facilities in such location.
- (3) These charges may be adjusted if the Type 1 Network Services are not implemented in accordance with the implementation dates agreed between MTS Allstream and the customer.
- (4) If there is any decrease in the number of SNAP Locations designated as Tier 1 and Tier 2 in Item 17560.5, the monthly recurring charges applicable to Tier 3 SNAP Locations will increase by 0.9% for each decrease in the number of Tier 1 SNAP Locations and for each decrease in the number of Tier 2 SNAP Locations.
- (5) 1000 Mbps Rural is available only in Brandon and in such other locations as mutually agreed between MTS Allstream and the customer in writing from time to time.
- A. The following Service Types and Service Charges shall apply in respect of Type 2 Network Services:

Type 2 Network Services	Service Charges (Note 1)	
Service Type	Monthly Charges	
Type 2 Network Services 56 Kbps	\$822	
Type 2 Network Services 128 Kbps	\$1,041	
Type 2 Network Services 1.544 Mbps	\$1,436	

Note:

(1) All Service Charges are subject to applicable taxes.