

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

**Item 722 MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT**

**722.11 Customer Specific Information**

**1. General**

**Services Provided** (a) The Company provides the following Services to the Customer in the form of a Managed Digital Network as detailed in this Tariff Item.

	Services
Digital Network Access (DNA) Service	Regulated Service
Special Facilities Tariff B56(b)(1)a	Regulated Service
Dark Fibre	Regulated Service
Digital Private Line Services	Regulated Services / Otherwise Forborne Services (Note)
Frame Relay Service	Otherwise Forborne Service
Large Capacity Digital Network Service	Otherwise Forborne Service
Ethernet Internetworking Service	Otherwise Forborne Service
Third Party Satellite Services	Otherwise Forborne Service
Equipment Maintenance and Upgrades	Otherwise Forborne Service

**Note:** Digital Private Line Services are forborne on a route specific basis. Routes are forborne when competitors provide Services at DS-3 or higher bandwidth.

**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) Minimum Contract Period (MCP) N

(1) Services provided under this arrangement are provided subject to a 60 month Minimum Contract Period (MCP), unless otherwise specified herein. C

(2) The Minimum Revenue Guarantee (MRG) is \$1,571,656.20 for each month of the entire MCP as specified in 2(b)(1). If the Customer does not meet the MRG in any month of the initial MCP, the Customer agrees to pay, monthly, the MRG as stated. N  
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(d) Contract Renewal

(1) At the expiry of the MCP, the Customer may extend this arrangement for up to 2 additional periods of one year (each a Renewal Term) under the same terms and conditions by providing the Company with notice in writing of such intention.

(2) At the expiry of the final Renewal Term, the Customer may further extend this arrangement on a monthly basis under the same terms and conditions up to a maximum of 18 months by providing the Company with notice in writing of such intention. Upon having exercised this renewal option, the Customer may cancel this arrangement without penalty by providing the Company with at least 30 days notice in writing.

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**722.11 Customer Specific Information - continued**

**1. General - continued**

**General Terms  
and Conditions**

(e) Termination

(1) The Customer may terminate this arrangement at any time during the MCP upon giving the Company 12 months written notice of its intent.

(2) In the event of any such termination the Customer agrees to pay as a one time payment an amount equal to the MRG multiplied by the months remaining in the MCP. In addition to the MRG the Customer's liability to the Company shall be the payment for Services which have been accrued up to and including the date of termination.

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(3) The Customer shall reimburse the Company for any valid and reasonable expenses incurred by the Company for equipment and/or Services required under this arrangement that the Company could have amortized had the arrangement continued for the entire MCP.

(4) During the MCP, if the CRTC imposes rate increases or terms and conditions different than those agreed to by the Customer, the Customer, at its discretion, may discontinue purchases of Services and/or terminate the arrangement without penalty.

(f) Best Pricing

(1) The rates provided to the Customer for the Services were set and will be maintained at levels that are as low or lower than those charged to any other Customer for like Services and like quantities.

(2) The Customer reserves the right to conduct an independent audit of the Company's records to verify that it is receiving pricing at these levels.

(3) Where it is determined that other customers have been charged lower rates for like services and like quantities, the Company shall calculate the value of any overcharges to the Customer from the date those rates became available to others. Subject to CRTC approval, the Company shall credit the Customer with the amount of such over billings on the invoice for the monthly billing period in which the over billings have been detected and commence billing the Customer at the lower rates. The revised rates will be implemented when approved by the CRTC.

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<b>722.11</b>	<b>Customer Specific Information - continued</b>	
	<b>1. General - continued</b>	
<b>General Terms and Conditions</b>	(g) Change Management	
	(1) In order to meet the Customer's evolving requirements the Company may, from time-to-time, be required to add additional Services and/or capacity to this arrangement. This will only be allowed if one or more of the conditions stated below are met:	
	a. at the time of the request, the Company is not in a position to provide the requested Services through facilities other than those provided with this arrangement.	
	b. at the time of the request, the Customer and the Company mutually agree that meeting the requirement using facilities available under this arrangement is the best approach and the Services can be used for the purpose.	
	c. at the time of the request, the Customer's operational requirements would be adversely affected if this arrangement was not used to provide the required Services and this arrangement can be used for the purpose.	<b>N</b>

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<b>722.11</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company</b>	
<b>Service Description</b>	<p>(a) The Services consist of a Managed Digital Network and other related Services to meet the Customer's voice and data requirements at its locations across Canada. A detailed list of these Services is provided in 1(a) above.</p> <p>(1) The Services included local access services, equipment rental and maintenance, including maintenance of customer owned PBXs not otherwise associated with this arrangement, point-to-point and inter-building circuits, Wide Area Network (WAN) services and third party provided satellite services.</p> <p>(2) The Services use Furnished Equipment (FE), which is provided to the Company under a loan agreement, as well as equipment/software provided by the Company. The Customer also provides Furnished Facilities (FF) for use in connection with the Services (within the Customer's own property and premises).</p> <p>(3) The Customer's traffic will not be routed over the public Internet.</p> <p>(4) The Customer may add/close Service Delivery Areas (SDAs), increase Service Interface Points (SIPs) and increase the bandwidth as specified in this Tariff Item.</p>	<b>N</b>

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<b>722.11</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Rates and Charges</b>	(b) General	
	(1) The Services result in an estimated annualized revenue of \$25,146,500.	
	(2) The Services are provided at the rates outlined herein.	
	(3) There is no service charge to add Service Interface Points (SIPs) up to a 20% increase in the number of voice and data SIPs at each SDA. Service charges to add SIPs beyond the 20% limit will be determined based on the cost to provide any additional equipment or facilities required.	<b>N</b>

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**722.11                      Customer Specific Information - continued**

**2.    Services Provided by the Company - continued**

**Rates and  
Charges**

(c) SDA locations can be added/closed within the price ranges identified in the tables below.

(1) Large SDA

Range of Rates	Monthly Rate	Reduction to Close Site
Highest Rate	\$ 212,974.81    A	\$ 212,974.81    A
Lowest Rate	10,580.69	10,580.69    A

a. Large SDA Characteristics

- DS-3 and/or OC-3 and/or 100 Mbps Ethernet Internetworking Service access to managed network
- Customer premise Large Capacity Digital Network Service Enterprise Termination switch
- One / several multiplexers
- Voice Switch
- Large router and switches

b. Factors that affect pricing and vary SDA by SDA

- Number of data / voice circuits terminating on multiplexer and/or point to point circuit(s) (digital private line circuits, dark fibre, Special Facilities Tariff)
- Number of voice lines terminating on the PBX
- Amount of backhaul facilities required for DS-3/OC-3 and/or 100 Mbps access to a Company Point of Presence (PoP)
- Number and type of Service Delivery Point (SDP) devices
- Number of SIPs

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<b>722.11</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Rates and Charges</b>	(c) SDA locations can be added/closed within the price ranges identified in the tables below. - continued	
	(1) Large SDA - continued	
	c. The Large SDA with the highest rate, as identified in the table above, includes the following:	
	<ul style="list-style-type: none"><li>- up to DS-3 access bandwidth capacity</li><li>- Enterprise Termination switch</li><li>- DS-3 backhaul facilities of 149 miles to the nearest Company PoP</li><li>- a managed router</li><li>- a managed Voice Switch equipped for 3,100 lines</li><li>- a managed multiplexor equipped with 18 interfaces</li><li>- Connectivity from the Enterprise Termination switch terminating on a Customer provided router</li><li>- Connectivity from the Enterprise Termination switch terminating on the managed Voice Switch</li><li>- Connectivity from the Enterprise Termination switch terminating on the managed multiplexor</li><li>- Connectivity from the Enterprise Termination switch terminating on the managed router</li></ul>	<b>N</b>

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<b>722.11</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Rates and Charges</b>	(c) SDA locations can be added/closed within the price ranges identified in the tables below. - continued	
	(1) Large SDA - continued	
	d. The Large SDA with the lowest rate, as identified in the table above, includes the following:	
	- up to DS-3 access bandwidth capacity	
	- Enterprise Termination switch	
	- a managed router	
	- a managed Voice Switch equipped for 2,000 lines	
	- a managed multiplexor equipped with 12 interfaces	
	- Connectivity from the Enterprise Termination switch terminating on a Customer provided router	
	- Connectivity from the Enterprise Termination switch terminating on the managed Voice Switch	
	- Connectivity from the Enterprise Termination switch terminating on the managed multiplexor	
	- Connectivity from the Enterprise Termination switch terminating on the managed router	<b>N</b>

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**722.11 Customer Specific Information - continued**

**2. Services Provided by the Company - continued**

**Rates and  
Charges**

(c) SDA locations can be added/closed within the price ranges identified in the tables below. - continued

(2) Medium SDA

Range of Rates	Monthly Rate	Reduction to Close Site
Highest Rate	\$ 71,372.34 A	\$ 71,372.34 A
Lowest Rate	2,881.27	2,881.27 A

a. Medium SDA Characteristics

- Up to 4 x DS-1 access to managed network
- Frame Relay Service, point to point digital private lines, up to 10 Mbps Ethernet Internetworking Service and/or large Capacity Digital Network Service
- Possibly a Multiplexer
- Possibly a Voice Switch
- Router

b. Factors that affect pricing and vary SDA by SDA

- Number of data / voice circuits terminating on multiplexer and/or point to point circuit(s)
- Number of voice lines terminating on the Voice Switch
- Amount of backhaul facilities required for access to a Company PoP
- Number and type of SDP devices
- Number of SIPs

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<b>722.11</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Rates and Charges</b>	<p>(c) SDA locations can be added/closed within the price ranges identified in the tables below. - continued</p> <p>(2) Medium SDA - continued</p> <p>c. The Medium SDA with the highest rate, as identified in the table above, includes the following:</p> <ul style="list-style-type: none"><li>- up to 4 DS-1 access bandwidth capacity</li><li>- backhaul facilities of 506 miles to the nearest Company PoP</li><li>- a managed router</li><li>- a managed Voice Switch equipped for 65 lines</li><li>- Fractional DS-1, DS-1 and/or multiple DS-1's terminating on the managed Voice Switch</li><li>- Fractional DS-1, DS-1, multiple DS-1's or Ethernet Internetworking service terminating on the managed router</li><li>- Fractional DS-1, DS-1 and/or multiple DS-1's terminating on a Customer provided modem</li></ul> <p>d. The Medium SDA with the lowest rate, as identified in the table above, includes the following:</p> <ul style="list-style-type: none"><li>- up to 4 DS-1 access bandwidth capacity</li><li>- a managed router</li><li>- Ethernet Internetworking access terminating on the managed router</li></ul>	<b>N</b>

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**722.11 Customer Specific Information - continued**

**2. Services Provided by the Company - continued**

**Rates and  
Charges**

(c) SDA locations can be added/closed within the price ranges identified in the tables below. - continued

(3) Small SDA

Range of Rates	Monthly Rate	Reduction to Close Site
Highest Rate	\$ 103,844.72 A	\$ 103,844.72 A
Lowest Rate	3,570.54 A	3,570.54 A

a. Small SDA Characteristics

- Up to 3 x DS-1 access to managed network
- Frame Relay Service, point to point digital private lines, up to 3 Mbps Ethernet Internetworking Service and/or large Capacity Digital Network Service
- If required a multiplexer
- If required a Voice Switch
- Small router

b. Factors that affect pricing and vary SDA by SDA

- Number of data / voice circuits terminating on multiplexer and/or point to point circuit(s)
- Number of voice lines terminating on the Voice Switch
- Amount of backhaul facilities required for access to a Company PoP
- Number and type of SDP devices
- Number of SIPs

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<b>722.11</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Rates and Charges</b>	(c) SDA locations can be added/closed within the price ranges identified in the tables below. - continued	
	(3) Small SDA - continued	
	c. The Small SDA with the highest rate, as identified in the table above, includes the following:	
	<ul style="list-style-type: none"><li>- up to 3 DS-1 access bandwidth capacity</li><li>- backhaul facilities of 196 miles to a Company PoP</li><li>- a managed router</li><li>- a managed Voice Switch equipped for 192 lines</li><li>- Fractional DS-1, DS-1 and/or multiple DS-1's terminating on the managed Voice Switch</li><li>- Fractional DS-1, DS-1, multiple DS-1's or Ethernet Internetworking service terminating on the managed router</li><li>- 141.25 Kbps facilities terminating on Customer provided equipment</li></ul>	
	d. The Small SDA with the lowest rate, as identified in the table above, includes the following:	
	<ul style="list-style-type: none"><li>- up to 3 DS-1 access bandwidth capacity</li><li>- a managed router</li><li>- Fractional DS-1, DS-1, multiple DS-1's or Ethernet Internetworking service terminating on the managed router</li><li>- Fractional DS-1, DS-1, multiple DS-1's or Ethernet Internetworking service terminating on a Customer provided router</li></ul>	<b>N</b>

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**Item 722**                      **MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT**

**722.11**                      **Customer Specific Information - continued**

**2. Services Provided by the Company - continued**

**Rates and Charges**                      (c) SDA locations can be added/closed within the price ranges identified in the tables below. - continued

(4) Basic SDA

Range of Rates	Monthly Rate	Reduction to Close Site
Highest Rate	\$5,204.59	\$5,204.59 <b>A</b>
Lowest Rate	1,567.86 <b>A</b>	1,567.86 <b>A</b>

a. Basic SDA Characteristics

- Pre-defined amount of access bandwidth (typically DS-1 or less) to managed network
- Frame Relay Service, point to point analog or digital private lines, Ethernet Internetworking Service and/or large Capacity Digital Network Service (terrestrial or satellite)
- If required a multiplexer
- If required a Voice Switch
- If required a small router

b. Factors that affect pricing and vary SDA by SDA

- Number of data / voice circuits terminating on multiplexer and/or point to point circuit(s)
- Number of voice lines terminating on the Voice Switch
- Amount of backhaul facilities required for access to a Company PoP
- Number and type of (SDP) devices
- Number of SIPs

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<b>722.11</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Rates and Charges</b>	(c) SDA locations can be added/closed within the price ranges identified in the tables below. - continued	
	(4) Basic SDA - continued	
	c. The Basic SDA with the highest rate, as identified in the table above, includes the following:	
	- 6.732 Mbps access bandwidth	
	- Fractional DS-1, DS-1, multiple DS-1's or Ethernet Internetworking service terminating on the managed router	
	- low speed circuits terminating on the customer provided equipment	
	d. The Basic SDA with the lowest rate, as identified in the table above, includes the following:	
	- Ethernet Internetworking (ADSL) access bandwidth	
	- a managed router	
	- Ethernet Internetworking ADSL access terminating on the managed router	<b>N</b>

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**Item 722 MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT**

**722.11 Customer Specific Information - continued**

**2. Services Provided by the Company - continued**

**Terms and  
Conditions**

(d) Additional bandwidth can be added at SDA locations as follows:

Location of SDA (per DS-1)	SDA Within Servicing Area of PoP (Monthly Rate)	SDA Outside Servicing Area of PoP (Monthly Rate)
Inside <b>Bell Canada</b> Territory .....	\$ 934.40 <b>A</b>	\$ 1,276.80 <b>A</b>
Outside <b>Bell Canada</b> Territory .....	1,492.80 <b>A</b>	6,374.40 <b>A</b>

(e) Service Adjustments

(1) The Company will increase Service Interface Points (SIPs), Service Delivery Points (SDPs) and bandwidth as necessary to support the Customer's evolving service requirements. These increases shall be at no additional cost to the Customer, except as specified below.

(2) Due to changing operational requirements, the Customer may, on occasion, reclassify or reclassify SDAs in order to either increase or decrease the bandwidth provisioning and/or the range of services offered at a particular SDA. Adjustments to the fixed monthly rate resulting from SDA reclassifications and reclassifications will be negotiated on a case-by-case basis based on the rates specified in this Tariff Item.

(3) The increase to the fixed monthly rate to reclassify or reclassify a SDA upwards (from small to medium to large or from Class C to Class B to Class A) shall be no more than the differential between the monthly rate to add a new SDA (of the same category and class to which the Customer wants to reclassify or reclassify the SDA) and the credits that would be applied in closing the SDA being reclassified or reclassified.

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<b>722.11</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Terms and Conditions</b>	(e) Service Adjustments - continued	
	(4) The decrease to the fixed monthly rate to recategorize or reclassify a SDA downwards (for example, from medium to small or from Class A to Class B) shall be no more than the differential between the credits that would be applied in closing the SDA being recategorized or reclassified and the monthly rate to add a new SDA (of the same category and class to which the Customer wants to recategorize or reclassify the SDA).	
	(5) Within the fixed monthly rate, the Company shall provision for and support up to a 20% increase (rounded up) in the number of voice and data SIPs at each SDA, relative to the number provided at the start of the MCP, calculated separately for each of voice and data SIPs. Additional one time and ongoing charges shall apply to add SIPs beyond the 20% limit. Such one time charges shall reflect the cost to provide the additional equipment and facilities. Ongoing charges shall be consistent with rates levied for similar equipment provided under this tariff.	
	(6) Increases in Bandwidth	
	a. The bandwidth associated with each SIP shall be allowed to increase at no extra cost to the Customer as long as the increase can be accommodated within the SDA bandwidth capacity originally purchased by the Customer.	
	b. Over the MCP and Renewal Terms, the Customer may have a requirement to add bandwidth over and above the bandwidth originally purchased by the Customer. Should this be the case, the monthly rate to add additional bandwidth shall be as indicated in this Tariff Item.	
	c. The bandwidth capacity at an SDA will be considered exceeded when the purchased bandwidth capacity, minus the Company's management overhead (which shall not exceed 30% of the then current purchased bandwidth capacity), equals the sum of the actual Customer traffic presented at the SIPs for that SDA.	<b>N</b>

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<b>722.11</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Terms and Conditions</b>	(e) Service Adjustments - continued	
	(7) Adjustments to the fixed monthly rate associated with changes approved by the Customer that will result in service improvement, introduction of new technology, support for new standards or lower operating costs, will be negotiated on a case by case basis, as applicable. Such rate changes shall be subject to CRTC approval.	
	(8) During the MCP or Renewal terms, the Company may submit proposals for the delivery of the Services which would result in cost savings to the Customer. If such proposals are accepted and implemented by the Customer, the Company will receive a percentage of all savings directly attributable to the proposal, as negotiated on a case by case basis. Any changes of the rates for the Services shall be subject to CRTC approval.	
	(f) Service Level Agreements – Maximum Time to Restore Services (MTTRS)	
	(1) A mandatory one hour MTTRS may apply for 10% of the SIPs at Class A SDAs.	
	(2) The MTTRS for the remaining SIPs at Class A SDAs will be 2 hours.	
	(3) The mandatory MTTRS for all other SDAs will be 4 hours or 24 hours.	<b>N</b>

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<b>722.11</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Terms and Conditions</b>	<p>(f) Service Level Agreements – Maximum Time to Restore Services - continued</p> <p>(4) Class A SDAs are defined to be those Customer sites that support essential services whose loss could have a detrimental impact on the Customer's business.</p> <p>(5) A monthly amount of \$25,000 will be held back from the fixed monthly rate and paid to the Company on an annual basis, as a year-end lump sum payment, for meeting the MTTRS of 2 hours or less at the Class A SDAs, based on the following:</p> <p>a. if the Company had, and has kept in place, the support infrastructure to support a 2 hour MTTRS and there were no more than 2 instances per Class A SDA where the lower 2 hour MTTRS was not met, then the Company will be paid an amount of \$300,000 as a year-end lump sum payment.</p> <p>b. if the Company only had the support infrastructure in place for a fraction of the 12 month period or if there were more than 2 instances for any Class A SDAs where the lower 2 hour MTTRS was not met, then the lump sum payment of \$300,000 shall be on a pro rata basis (\$25,000 times the number of months the support infrastructure was in place). The resulting lump sum payment shall then be reduced for failure to meet the 2 hour MTTRS at Class A SDAs, on a pro rata basis (lump sum times the number of Class A SDAs where the 2 hour MTTRS was met, divided by the total number of Class A SDAs).</p>	<b>N</b>

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<b>722.11</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Terms and Conditions</b>	(g) Service Level Agreements – Non-Performance Credits	
	(1) The Customer will be eligible for credits in the event that the Company does not meet the SLAs it provides to the Customer, based on the number of Service Interface Points (SIPs) affected and the duration of the fault condition or delays in delivering Services.	
	(2) SLAs are provided as follows:	
	a. Faulty SIPs: A SIP is deemed to be faulty wherever the Services to be provided by the interface are not available or are not meeting quality or performance standards.	
	b. Late Delivery of Services: If the Company fails to deliver a Service at the time and date specified on the service order, then the SIPs that have not been delivered on time will be treated as faulty SIPs, unless the delay is due to unavailability of Customer furnished facilities that is beyond the Company's control.	
	c. Degraded Performance: If the monthly report provided by the Company indicates a service problem, the Company must fix the problem within 30 calendar days. If the report that immediately follows the end of the 30 calendar day period indicates that the problem still exists, then all SIPs of the affected service type(s) at the affected SDP(s)/SDA(s) will be placed in a fault condition.	
	d. Failure to Meet Service Availability: The Company must calculate the service availability for all voice and data SIPs separately for each SDA once a month on the date of the invoice. If the Company fails to meet the minimum service availability for either, or both, voice and data SIPs for that month, the Company must correct the problem within the next reporting period. If the Company fails to meet the minimum service availability for either, or both, voice and data SIPs during the subsequent reporting period, then all SIPs of the type, either voice or data or both, for which the minimum availability figure was not met, will be considered at fault for the entire monthly reporting period during which the Company failed to meet the minimum service availability figure and any subsequent period. Credits specified below will be applied to each affected SIP for the entire reporting period.	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

**Item 722** **MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT** N

**722.11** **Customer Specific Information - continued**

**2. Services Provided by the Company - continued**

**Terms and  
Conditions**

(g) Service Level Agreements – Non-Performance Credits – continued

(3) Non-performance credits are calculated per SIP, with the value of the credit being dependent on the interface type, as follows. N

Type of Interface	First MTTRS of 1, 4 and 24 hours and subsequent multiple of MTTRS for MTTRS of 24 hours	Subsequent multiple of MTTRS for MTTRS of 1 and 4 hours	N
Voice SIP (Note 1) .....	\$ 5.00	\$ 1.00	N
Private Line SIP (Note 2) .....	100.00	20.00	N
Data SIP up to 10 Mbps (Note 3) .....	500.00	100.00	N
Data SIP larger than 10 Mbps (Note 4) ...	2,000.00	400.00	N

**Note 1:** Includes analog and digital lines and trunks. Where voice is multiplexed, each voice channel is considered a separate SIP. N

**Note 2:** Includes all point-to-point private line links and alarm circuits of all speeds.

**Note 3:** Includes all network addressable packet switched data services that operate up to and including bit rates of 10 Mbps. These SIPs include Internet Protocol (IP) over DS-1, IP over 10BT, IP over Frame Relay (DS-1).

**Note 4:** Includes the higher speed data SIPs such as IP over 100BT, IP over 1000BT, IP over DS-3 and IP over OC-3. N

(4) Following notification by the Customer of a service problem at a SIP, if the Company does not restore Service within the period of time specified by the MTTRS for that SIP, then the Company will apply the credit value as identified in (2) above. Credits will be applied for each multiple of the MTTRS during with a SIP experiences a service problem. N

(5) Credits only apply to the mandatory requirements, i.e., where the Company provides a 2 hour MTTRS in lieu of the mandatory 4 hours, credits only apply for failure to meet the mandatory 4 hours. N

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.11</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Terms and Conditions</b>	<p>(g) Service Level Agreements – Non-Performance Credits – continued</p> <p>(6) Maximum Allowable Credits: There will be maximum allowable credits based on the following:</p> <p>a. during any given monthly billing cycle, the credits associated with a single faulty SIP will be capped at 25% of the monthly charges for the SDA which comprises the SIP; and</p> <p>b. during any given monthly billing cycle the sum of all credits for all SIPs at a single SDA will be capped at the monthly charges for that SDA. If the service problems span 2 monthly billing cycles, then the cap applies separately to each monthly billing cycle.</p> <p>(7) During the MCP or Renewal Term, should the total monthly amount of credits for any given monthly billing cycle reach a level of 10% of the fixed monthly rate, the Customer reserves the right to terminate this arrangement upon giving the Company 6 months written notice of its intent. Should the Customer choose not to exercise this right, subsequent Company non-performance will continue to be addressed pursuant to this Tariff Item.</p> <p>(8) The Customer shall have the right to holdback, drawback, deduct and set off from and against the amounts of any charges owing at any time by the Customer to the Company, any credits owing and unpaid pursuant to this Tariff Item.</p>	<b>N</b>

*End*

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

**Item 722**                      **MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT**                      **N**

**722.15**                      **Customer Specific Information**

**1. General**

**Services Provided**                      (a) The Company provides various Services to the Customer, as detailed in this Tariff Item. These Services may be supplemented, enhanced, modified or replaced during the period under which they are offered, subject to CRTC approval as required. Services are also provided by third parties.                      **N**

Services		N
Centrex III Service and Other Local Access Services	Regulated Services	             <b>N</b>
Project Management and MACs (Moves, Additions, Changes)	Otherwise Forborne Services	
Long Distance and Toll-Free Services	Otherwise Forborne Services	
Voice Over Internet Protocol (VOIP) Service	Otherwise Forborne Service	
Private Branch Exchange (PBX) and Voice Mail Systems	Otherwise Forborne Services	
Audio Conference Service	Otherwise Forborne Service	
Managed Solution Service	Otherwise Forborne Service	

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

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

- (1) at least 60 days before contract expiry, that the arrangement will be automatically renewed for up to 3 successive 1-year periods; and
- (2) within 35 days following automatic renewal, that the contract has been renewed and that the customer may terminate the contract without penalty within 30 days of the date of the automatic renewal notice.

(d) Service Levels: At least annually, the Customer and the Company shall review the service levels and make adjustments as appropriate. To the extent that these adjustments alter the service levels described in this Tariff Item, they will be subject to CRTC approval and become effective as of the requested effective date or as otherwise specified by the CRTC.                      **N**

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

**Item 722** **MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT** N

**722.15** **Customer Specific Information – continued**

**1. General - continued**

**General Terms  
and Conditions**

(e) Audits: From time to time the Customer and/or the Company may perform audits of or pertaining to the Services provided pursuant to this Tariff Item. To the extent that any overcharges or duplicate payments are uncovered and verified, these will be refunded plus interest thereon at 1.25% per month from the date of payment of the overcharge to the date of refund, subject to a 9 month limit on the total interest that may accrue. In the case of a Customer-conducted audit, when overcharges or duplicate payments are uncovered, the Company will also refund to the Customer the full cost of the audit.

(f) New Services: Services that are materially different from, and in addition to, the services provided under this Tariff Item may be added to this Tariff Item, subject to filing and CRTC approval, as required, of the rates, charges terms and conditions that would apply to such Services.

(g) Best Pricing: If it is determined that, based on similar financial commitments, term commitments and existing and new business commitments, other Customers are being charged lower rates for the Services offered under this Tariff Item, the Company will, subject to CRTC approval, as required, revise the rates in this Tariff Item accordingly.

(h) Benchmarking and Termination: The Customer may, beginning in the second year of the MCP for the services provided under this Tariff Item, benchmark the rates and charges for all or a portion of the services provided herein. Such benchmarking cannot be undertaken more than once in any rolling 2 year period. If the rates and charges detailed in this Tariff Item are not within the top 5% of the representative sample of benchmarked rates and charges for the particular Service(s):

(1) the Company will, subject to CRTC approval, as required, revise its rates and charges to the extent required, within a reasonable time frame not to exceed 6 months, so as to be compliant with the 5% threshold; or

(2) the Customer may, if such compliance is not acknowledged by the Company and forthcoming within the reasonable period, terminate all or a portion of the benchmarked Services without paying termination charges. Notice of such termination to be at least 60 days prior to its effective date.

N

**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.15</b>	<b>Customer Specific Information – continued</b>	
	<b>1. General - continued</b>	
<b>General Terms and Conditions</b>	<p>(i) The Company will deploy resident technicians as required to perform routine and preventive maintenance on the Services. Specifically, the Company shall provide 2.5 full-time technicians on-site, at Customer locations on all the Customer's normal business days.</p> <p>(j) Invoice Payment: All undisputed invoiced amounts due are payable within 45 days of the invoice date and are subject to a late payment charge of 1.25% per month (16.08% per year), applied from the due date.</p> <p>(k) Disputed Charges: The Customer shall pay all disputed and undisputed charges when such payments are due. The Parties will work together in good faith to resolve any disputed charges. If a disputed charge is resolved in favour of the Customer, the Company shall reimburse the Customer for the amount of such disputed charge and interest at 1.25% per month with a 9 month limit on the total amount of interest that may accrue, from the date the Customer notified the Company of such disputed charges of payment of such disputed amount by the Customer until the date of reimbursement by the Company which shall be within 5 days of resolution of such dispute.</p> <p>(l) The Company represents and warrants that it has not violated any applicable laws or regulations, decree, decision, order or policy statement of the CRTC, or any Customer policies of which it has been given notice regarding the offering of unlawful inducements in connection with the Services provided herein. If, at any time during the MCP, the Customer determines that the foregoing warranty is inaccurate, then, in addition to any other rights it may have at law or in equity, the Customer shall have the right to terminate the Services provided herein for cause without affording the Company an opportunity to cure and without paying any termination charges.</p> <p>(m) Limitation of Liability</p> <p>(1) In no event, shall either Party be liable for indirect or consequential (including economic consequential), exemplary, punitive or special damages, even if such Party has been advised of the possibility of such damages in advance.</p>	

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.15</b>	<b>Customer Specific Information – continued</b>	
	<b>1. General - continued</b>	
<b>General Terms and Conditions</b>	(m) Limitation of Liability – continued	
	(2) Each Party's total liability to the other Party shall be limited to an amount equal to the total charges payable to the Company pursuant to this Tariff Item for proper performance of the Services for the 12 months prior to the month in which the most recent event giving rise to liability occurred; provided that if such event giving rise to liability occurs during the first 12 months after the effective date, liability shall be limited to an amount equal to the total charges that would be payable to the Company pursuant to this tariff Item for proper performance for the Services during such 12 month period.	
	(n) Insurance Coverage	
	(1) The Company will cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements identified and required by the Customer are maintained in force. The Company will give written notice more than 30 days prior to any modifications, cancellations or non-renewals of such coverages that would be to the detriment of the Customer.	
	(2) Such insurances to include: Employer's Liability Insurance, Worker's Compensation Insurance, Comprehensive General Liability Insurance, Electronic Data Processing Insurance, Property Insurance, Automotive Liability Insurance, Commercial Crime Insurance, Errors and Omissions Liability Insurance and Umbrella Liability Insurance. Such insurances will be primary, and all coverage will be non-contributing with respect to any other insurance or self insurance which may be maintained by the Customer. The Comprehensive General Liability Insurance and the Electronic Data Processing Insurance will include a waiver of subrogation and a waiver of any insured-versus-insured exclusion regarding the Customer. The Comprehensive General Liability Insurance will also identify the Customer as an additional insured. In addition, the Electronic Data Processing Insurance and the Property Insurance will include the Customer as a loss payee.	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
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<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.15</b>	<b>Customer Specific Information – continued</b>	
	<b>1. General - continued</b>	
<b>General Terms and Conditions</b>	<p>(o) Termination</p> <p>(1) The Customer may terminate the Services provided in this Tariff Item without cause, at any time, by giving the Company at least 2 months prior written notice designating the termination date and paying to the Company on the effective date of termination the applicable termination charges specified in this Tariff Item.</p> <p>(2) The Customer may, by giving written notice to the Company, terminate the Services provided in this Tariff Item, in whole or in part, with cause, as of a date specified in the notice of termination, without paying termination charges, if the Company:</p> <p>a. commits a breach of a material obligation and does not cure such breach within 15 days;</p> <p>b. commits a breach of a material obligation that is not subject to cure with due diligence within 30 days after notice of breach;</p> <p>c. commits numerous breaches of its duties or obligations which collectively constitute a material breach (even if cured); or</p> <p>d. fails in any 3 consecutive months, or any 6 of 12 consecutive months to meet the services levels for Mean Time to Restore and Problem Frequency for Severity Level 1 or Severity Level 2 problems.</p>	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
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<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.15</b>	<b>Customer Specific Information – continued</b>	
<b>General Terms and Conditions</b>	<p><b>1. General - continued</b></p> <p>(o) Termination - continued</p> <p>(3) If the Customer subscribes to the Managed Solution Service option, then the foregoing provision, with respect to service levels, shall apply except that Service Level Failures outside of the Company's territory shall not permit the Customer to terminate for cause until such times as the parties have agreed to Service Level Failures that will give rise to a breach outside of the Company's territory, such agreement to be completed within 6 months after the Customer requests the Managed Solution Service.</p> <p>(4) If the first material breach described above is the failure of the Company's national network and it is reasonably foreseeable that such network will continue to be down for 5 days or more (or, such network is actually down for 5 days or more), then the Customer may immediately procure any impacted services from an alternate source, at the Company's expense, until such network failure is cured (or a suitable workaround is provided) or the Customer terminates the impacted Service(s).</p> <p>(5) The Customer may extend the effective date of termination/expiration one or more times as it elects in its discretion, provided that the total of all such extensions shall not exceed 180 days following the effective date of termination/expiration in place immediately prior to the initial extension, provided that the Customer may not extend the effective date of termination/expiration if (i) such extension would violate any CRTC regulations; or (ii) the Company is terminating the Services provided in this Tariff Item. For any notice or notices of such extensions provided to the Company within 30 days of the then-scheduled date of termination/expiration, the Customer shall reimburse the Company for additional out-of-pocket expenses caused by such notices. For the avoidance of doubt, if the Customer extends the effective date of termination and the underlying termination is for convenience and without cause, termination charges will be adjusted based on the new termination effective date.</p>	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
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<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.15</b>	<b>Customer Specific Information – continued</b>	
<b>General Terms and Conditions</b>	<p><b>1. General - continued</b></p> <p>(p) Force Majeure</p> <p>(1) If a Force Majeure event substantially prevents, hinders or delays performance of the Services necessary for the performance of functions reasonably identified by the Customer as critical for more than 24 hours, then the Customer may, after, taking into consideration cost effective solution, procure such services from an alternate source, and the Company shall be liable for payment for the incremental cost of such services from the alternate source (beyond the charge for such services under this Tariff Item) for so long as the delay in performance shall continue.</p> <p>(2) If, despite using commercially reasonable efforts, the Customer is unable to temporarily procure such alternate services, or only the affected portion of such services, from an alternate source, the Customer may terminate any portion of this Tariff Item without paying termination charges. Such terminate to be effective 30 days after providing written notice of such termination, to the extent that the Force Majeure event still exists after such 30 days.</p> <p>(q) Termination/Expiration Assistance</p> <p>(1) Commencing 6 months prior to expiration of the Services provided in this Tariff Item, or upon a notice of termination, or upon a notice of non-renewal of the MCP or Renewal Term, and continuing through the effective date of expiration or, if applicable, of termination, the Company shall provide the reasonable termination/expiration assistance requested by the Customer to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the services to the Customer or its designee. Such assistance will include but is not limited to:</p>	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
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<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.15</b>	<b>Customer Specific Information – continued</b>	
<b>General Terms and Conditions</b>	<b>1. General - continued</b>  (q) Termination/Expiration Assistance - continued  a. the provision, review and explanation of customer-specific documentation such as procedures manuals, recovery plans, service configurations, etc. pertaining to the Services provided in this Tariff Item;  b. a list of staff positions required to perform the Services and reasonable access to such individuals for consultative purposes;  c. a copy of the plans and status of current and pending customer projects, including the identification of any process changes; and  d. the transfer of physical assets (equipment) to the extent required, including the sale thereof and the assignment of third-party leases if applicable.  (2) Charges for additional incremental resources and out-of-pocket expenses (i.e., resources needed in excess of the resources in place at the time the Termination Expiration Assistance commences in order to provide such assistance) by the Company shall be at the Project Management rates, or, in the case of out-of-pocket expenses, be approved by the Customer prior to being incurred.  (3) For a period of 12 months following the effective date of termination/expiration under other provisions of this arrangement, the Company shall continue to provide, at the Customer's request, Termination/Expiration Assistance. Charges for such activities by the Company shall be at the Project Management rates, or at such lower rates as are equitable in the circumstances.	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
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<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.15</b>	<b>Customer Specific Information – continued</b>	
	<b>1. General - continued</b>	
<b>General Terms and Conditions</b>	(r) Regulatory Approval: The Customer may terminate the Services provided under this Tariff Item as of a date specified in the notice of termination without any further responsibility or liability to the Company as a result of or in connection with such termination if:  (1) the Company is unable to obtain the required regulatory approval within 60 business days of filing for approval; or  (2) such approval is granted only on the condition that the customer's total charges hereunder increase by 10% or more; or  (3) such approval is granted only on the condition that the scope or volume of Services decrease by 10% or more.	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
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<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.15</b>	<b>Customer Specific Information – continued</b>	
	<b>2. Voice Network Co-ordination</b>	
<b>General Overview</b>	<p>(a) The Company is responsible for the end-to-end operation, administration, troubleshooting and management of the customer's Voice Network, including Centrex, Centrex ACD, other Local Access Services, Voice Systems and Communications as such Services may evolve, e.g., Voice Over Internet Protocol telecommunications (VOIP), Voice Mail, Long Distance and Toll-Free Services and Audio Conferencing, as well as procedures documentation and services planning and optimization.</p> <p>(b) For the purposes of this Tariff Item:</p> <p>(1) "Implement" means to perform the activities necessary to configure, install, modify, upgrade, replace and test equipment, software, systems or services.</p> <p>(2) "Support" means to perform the activities necessary to operate, monitor, troubleshoot and perform preventative and remedial maintenance for equipment, software, systems or services.</p> <p>(3) "Voice Network" means, for an applicable Customer location, the equipment, software, telecommunications facilities, lines, interconnect devices, wiring, cabling, fibre and wireless technologies that are used to provide the Services. The Voice Network associated with an applicable Customer location commences with and includes the Public Switched Telephone Network (PSTN) and ends at and includes the telephone devices at the Customer location.</p> <p>(4) "Voice Systems" means voice telecommunications services provided through private branch exchanges (PBXs), call accounting systems, automatic call distribution systems (ACDs), ACD call management systems, key systems, and systems providing similar functionality, associated equipment, software, systems and services, including handsets, voicemail, audio conference bridges, Centrex III systems, access lines and stations, private voice telecommunications networks, VOIP and Long Distance and Toll-Free Services.</p>	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
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<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.15</b>	<b>Customer Specific Information – continued</b>	
	<b>2. Voice Network Co-ordination - continued</b>	
<b>General Overview</b>	<p>(c) Centrex III Service and Centrex ACD Service: The Company will implement and support Centrex III Services. Its responsibilities with respect to Centrex III Service, including Centrex ACD, are provided pursuant to Item 670 of the Company's General Tariff.</p> <p>(d) Voice Systems and Communications: The Company will implement and support the Customer's voice systems or Services providing compatible functionality in the voice network for all in scope Customer locations. The Company will be responsible for all matters related to ordering telecommunications carrier and local phone company services, upon the Customer's approval, except for Centrex III Services and Centrex ACD Service provided outside of the Company's territory.</p> <p>(e) Voice Mail: The Company will manage and operate the Customer's voice network so as to provide voice mail services to all of the Customer's voice mail locations.</p> <p>(f) Long Distance and Toll-Free Services: The Company will implement and support Long Distance and Toll-Free Services. The Company will be responsible for the availability and functionality of such Services and all equipment and software relating thereto, including call set-up, testing, and implementation of changes, problem determination, repair dispatch, and escalation of problems.</p> <p>(g) Calling Card Services: The Company will provide and manage calling cards for end users approved by the Customer.</p> <p>(h) Audio Conferencing: The Company will implement and support Audio Conference Services. The Company will be responsible for the availability and functionality of the Audio Conference Services and all audio conference equipment and software, including call set-up, testing, and implementation of changes, bridge operation, problem determination, repair dispatch, and escalation of problems.</p>	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.15</b>	<b>Customer Specific Information – continued</b>	
	<b>2. Voice Network Co-ordination - continued</b>	
<b>General Overview</b>	<p>(i) Procedures Documentation: The Company will, in consultation with the Customer, develop, maintain and update documentation on all operations, procedures, processes and services related to the Voice Network (including any end user related documentation specific to the procedures of the Company's operations such as voice mail, station set usage, dialing instructions, and service initiation).</p> <p>(j) Services Planning and Optimization: No less frequently than annually, the Company will work with the Customer to prepare a 2 year technology plan and to facilitate, shape, refresh, and enhance the voice network and voice system and communications services consistent with the Customer's evolving business posture and the then current and deployable technologies.</p> <p>(k) Other Services:</p> <p>(1) Installations, Moves, Additions, and Changes (IMACs) shall include physical or logical moves, changes, installation/de-installation, removal or relocation of voice equipment, voice mailboxes and access arrangements.</p> <p>(2) Migration to an Alternate Technology Solution: The Parties may agree to migrate the Customer's services or a portion thereof to a new technology (e.g., VOIP, different ACD applications). To the extent required, new rates and charges for the resulting serving arrangement will be filed for CRTC approval. The Company shall provide a seamless transition, with no interruption to the Customer's business or reduction in the Service Levels. The Company's responsibilities with respect to any such migration shall include the following, but the Customer shall provide the private network and sets:</p> <p>a. Prepare for the Customer's approval prior to the initiation of the migration, a migration plan describing the methods, procedures and timing of the steps the Company will take to (i) migrate the Customer's existing environment (or a portion thereof) to the new technology and (ii) avoid interruptions and degradations of the Services during the migration, including contingency plans.</p>	

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.15</b>	<b>Customer Specific Information – continued</b>	
	<b>2. Voice Network Co-ordination - continued</b>	
<b>General Overview</b>	(k) Other Services - continued	
	(2) Migration to an Alternate Technology Solution - continued	
	b. Ensure that the Company will complete the migration in accordance with the time schedule specified in the migration plan approved by the Customer, including, as necessary, assigning additional resources to the migration at no additional charge.	
	c. Provide, at no additional charge, any telecommunications lines required to accomplish the migration while continuing to perform the Services.	
	d. Allow the Customer to monitor, test and otherwise participate in the migration as the Customer may from time to time request.	
	e. Assume responsibility for any costs incurred by the Customer as a result of the Company's failure to perform the migration as set forth in the migration plan (unless such failure is the result of the Customer's actions or failure to comply with its obligations).	
	f. Utilize the Company's laboratory (at no additional cost to the Customer) to perform laboratory testing functions, including, in all instances, constructing, providing, and maintaining laboratory environments, systems, and networks that simulate the Customer's production environment. Upon the Company's successful completion of testing, pilot and readiness of facilities to implement the new technology and only if the Customer elects to continue with the transfer of the applicable Services to the new technology, the Customer will assume financial responsibility for the one time charge of any necessary auxiliary functionality for the Customer production environment in order to successfully implement the new technology.	
	g. Following implementation of any new technology, the Company shall train (including providing documentation for) any of the Customer personnel who shall be using the Services that incorporate such new technology on utilization of the Services with such new technology.	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.15</b>	<b>Customer Specific Information – continued</b>	
	<b>2. Voice Network Co-ordination - continued</b>	
<b>General Overview</b>	(k) Other Services - continued	
	(3) Equipment: The Company shall be responsible for the voice equipment and software (acquired during the MCP) and used by the Customer. This shall include modifications, upgrades, enhancements, additions to and replacement of existing equipment as necessary or appropriate to provide the Services provided pursuant to this Tariff Item.	
	(4) Reports: The Company shall provide to the Customer periodic reports measuring the performance of the Services provided to the Customer. The format of such reports requires the agreement of the Customer and the Company and shall separately address the Company's performance in each area of the Services provided pursuant to this Tariff Item.	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.15</b>	<b>Customer Specific Information – continued</b>	
<b>Terms and Conditions</b>	<p><b>4. Service Level Measurement Plan</b></p> <p>(a) The Service Levels identified in this Tariff Item are Unmanaged Solution Service Levels. There are also Managed Solution Service Levels and, to the extent that the customer decides to have the Company provide this optional solution (see section 11), such levels and the corresponding credits for failure to meet them will be filed for CRTC approval.</p> <p>(b) Service Levels may be added, deleted and modified in accordance with a process agreed to between the Company and the Customer in order to achieve a fair, accurate, and consistent measurement of the Company's performance of the Services.</p> <p>(1) The Customer may change the designation of a Service Level to a Critical Service Level and change the designation of a Critical Service Level to a non-critical Service Level by sending written notice to the Company no later than 90 calendar days prior to the first day of the month in which such change is to be effective, provided that the Customer may not:</p> <ul style="list-style-type: none"><li>a. send such a notice more than once every six months; and</li><li>b. change the designation of a non-critical Service Level that the Company is not responsible to measure to a Critical Service Level without the Company's approval.</li></ul> <p>(2) The Customer may make changes to the weighting factors for any Service Level by sending written notice to the Company at least 90 calendar days prior to the first day of the month in which such new percentages are to be effective, provided that:</p> <ul style="list-style-type: none"><li>a. such notice may not be sent more than once every 6 months;</li><li>b. in no event may the total of the weighting factors for any month exceed the respective total pool of assigned weighting factors for the Managed and Unmanaged Solution Service Levels; and</li><li>c. no single weighting factor will be greater than 20.</li></ul>	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.15</b>	<b>Customer Specific Information – continued</b>	
	<b>4. Service Level Measurement Plan - continued</b>	
<b>Terms and Conditions</b>	<p>(c) Except as otherwise specified, the Service Levels shall apply at all locations at which the Company provides Services, as of the effective date of those Services.</p> <p>(d) For the purposes of this Tariff Item:</p> <p>(1) "Service Tower 1" includes Centrex, PBX, and VOIP services at the Customer's corporate locations and national Long Distance/Toll-Free and Audio Conferencing services at all Customer locations.</p> <p>(2) "Service Tower 2" includes all lines in the Company's territory at the Customer's urban locations (Rate Bands A, B, C and D as defined in General Tariff Item 60) that are not part of Service Tower 1.</p> <p>(3) "Service Tower 3" includes all lines outside of the Company's territory and all lines in remote Customer locations.</p> <p>(4) "Severity Level 1" (Critical) problems are problems with a severe business impact to the Customer involving one or more of the following:</p> <ul style="list-style-type: none"><li>a. severe and extended disruptions to critical business system(s) and operations or potential for same;</li><li>b. extensive and visible service impact to many clients/customers;</li><li>c. activity with potentially material impact to the Customer; or</li><li>d. 25% or more the Company's Services are out of service at any Customer location, excluding problems caused by telephone devices that the Company is not required to manage.</li></ul>	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.15</b>	<b>Customer Specific Information – continued</b>	
	<b>4. Service Level Measurement Plan - continued</b>	
<b>Terms and Conditions</b>	(d) For the purposes of this Tariff Item - continued	
	(5) "Severity Level 2" (Serious) problems are problems with a severe business impact contained within a specific business unit, with one or more of the following: a. significant and serious levels of system/service disruptions or potential for same; b. extensive and visible service impact to many clients/customers is large/growing; c. reduced Service Level is expected to deteriorate to a Severity 1 problem; or d. 12 to 25% of the Company's Services are out of service at any Customer location, excluding problems caused by telephone devices that the Company is not required to manage.	
	(6) "Amount At Risk", for each month during the MCP, varies depending on the type of service level. For failure, in a particular month, to meet the Problem Frequency Service Levels and the Mean Time to Restore Problems Service Levels, the amount at risk will be equal to 7% of the aggregate amount payable by the Customer for Services rendered by the Company during such month within the Service Tower in which the failure occurs. For failure, in a particular month, to meet any other Service Level, the amount at risk will be equal to 1% of the aggregate amount payable by the Customer for all Services rendered by the Company during such month under this Tariff Item.	
	(e) The Company provides Service Level Credits if it fails to meet a Critical Service Level during any calendar month during the MCP. The aggregate amount of Service Level Credits payable by the Company for Critical Service Level failures in a single month may not exceed the applicable amount at risk multiplied by the weighting factor that has been assigned by the Customer to the Service Level for which the Critical Service Level failure occurred.	
	(f) If more than one Critical Service Level failure occurs in a single month, the sum of the corresponding Service Level Credits shall be credited to the Customer. If a single event causes multiple Critical Service Level failures in a month, the Customer may elect to recover only the highest Service Level Credit associated with such single event for such month.	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

**Item 722**                      **MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT**                      **N**

**722.15**                      **Customer Specific Information – continued**

**4. Service Measurement Plan - continued**

**Terms and Conditions**                      (g) Unmanaged Solution Service Levels, applicable in the Company's territory only, are defined below.                      **N**

Problem Category	Service Level	Critical Level	Weighting Factor	N
<b><u>Problem Frequency</u></b>				
Tower 1:				
Severity Level 1	No more than 1 in any 4 month rolling period. (x)	Yes	12	
Severity Level 2	No more than 1 in any 2 month rolling period. (x)	Yes	6	
Tower 2:				
Severity Level 1	No more than 2 in a month.	Yes	12	
Severity Level 2	No more than 3 in a month.	Yes	6	
Tower 3:				
Severity Level 1	No more than 4 in a month.	Yes	12	
Severity Level 2	No more than 6 in a month.	Yes	6	
<b><u>Mean Time to Restore</u></b>				
The following applies to all problems within the Call Centre and PBX environments:				
- that can be resolved remotely, or				
- where the Company maintains on-site technicians				
Severity 1 Problems	= or < 3 hours during business hours.	Yes	15	
	= or < 5 hours outside business hours.	Yes	10	
Severity 2 Problems	= or < 5 hours.	Yes	5	
The following applies to all problems within the Call Centre and PBX environments:				
- that cannot be resolved remotely, or				
- where the Company does not maintain on-site technicians				
Severity 1 Problems	= or < 6 hours during business hours.	Yes	15	
	= or < 8 hours outside business hours.	Yes	10	
Severity 2 Problems	= or < 8 hours.	Yes	5	
The following applies to all problems in remote locations:				
Severity 1 & 2 Problems	= or < 24 hours, and the Time To Restore any individual problem shall be = or < 48 hours.	Yes	12	
<b><u>Long Distance</u></b>				
Grade of Service	Locations within Service Tower 1: = or < P.01.	Yes	14	
<b><u>Service Requests</u></b>				
Project IMACs (y)	Complete 95% of all project IMACs due in a particular month based on agreed upon time period.	Yes	4	N

(x) Service Levels that are measured on a rolling basis shall be measured monthly using measurements from the current month and the previous months making up the rolling period.                      **N**

(y) IMAC = installations, moves, additions and changes.                      **N**









**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

**Item 722**                      **MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT**                      **N**

**722.15**                      **Customer Specific Information – continued**

**7. Long Distance and Toll-Free Services - continued**

**Rates and Charges**                      (c) The rates for International calls are identified below. In addition, calling card calls are subject to a per-use surcharge of \$0.25.                      **N**

Service	Applicable Discounts	N
Business Savings Plan, Item 720.2 (c)	- Volume 25%	
	- Contract 17%	N

**Terms and Conditions**                      (d) If the Customer terminates the MCP for Long Distance and Toll-Free Services prior to its expiration, termination charges equal to 25% of the remaining monthly commitment for the unexpired portion of the MCP apply. The minimum monthly commitment is that for the appropriate tier that is in effect at the time of termination.                      **N**





**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

**Item 722** **MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT** N

**722.15** **Customer Specific Information – continued**

**10. Audio Conference Service**

**Rates and  
Charges**

(a) The per-minute rates specified below apply to Audio Conference calls. For the first year of the MCP, the applicable tier is Tier 4 and the applicable North American toll rate is \$.035 per minute. The applicable long distance rate in subsequent years will be as determined for long distance usage. The Company will provide local phone numbers for conferences originated in the following cities: Calgary, Edmonton, London, Montreal, Ottawa, Toronto, Vancouver, Victoria and Winnipeg.

(b) At each anniversary of the MCP, the Parties shall determine the appropriate tier and resulting per-minute rate to be applied to the Customer's Audio Conference calls for the next 12 months. The appropriate tier will be based on actual volumes plus 15% from the previous 12 months and any other relevant information that will assist the Parties in estimating audio conference usage for the next 12 months.

Tier	Over 5 Years	Usage Minutes			
		Customer Handled		Operator Assisted	
		Reservationless Per Minute Rate	Automated Per MinuteRate	Standard Per Minute Rate	Premium Per Minute Rate
1	Up to 29,999,999 .....	\$ 0.120	\$ 0.14	\$ 0.20	\$ 0.23
2	30,000,000 to 59,999,999 .....	0.081	0.11	0.16	0.22
3	60,000,000 to 89,999,999 .....	0.070	0.11	0.16	0.21
4	90,000,000+.....	0.065	0.11	0.16	0.20

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.22</b>	<b>Customer Specific Information</b>	
	<b>1. General</b>	
<b>Service Description</b>	(a) This Service is for the provision of Internet Dial Port Service (IDPS) in Aliant's operating territory. This Service includes the following:  (1) a block of dedicated modems.  (2) Digital Connectivity to the Public Switched Telephone Network (PSTN).  (3) Broadband Connectivity to the Internet to facilitate Internet traffic, direct email and newsgroup access to the Customer's server.  (4) Data Circuit connectivity to the Customer's site for the purpose of the Customer's authentication of the end-dial user.  (5) a 24x7 Customer Support Help Desk to provide support for installation, configuration of all network equipment, as well as resolution/escalation of problems, complaints and service issues received from the Customer.  (6) up to 5 dedicated dial access number for each Point of Presence (PoP) site.	
<b>Terms and Conditions</b>	(b) Minimum Contract Period (MCP)  The MCP of this arrangement is 3 years.  (c) Termination  (1) The Customer may terminate this contract in whole or in part at any time before the expiration of the MCP. In such cases termination charges apply and would be equal to one half of the charges remaining for the unexpired portion of the MCP.  (2) The Customer may migrate their Internet Dial Ports to lines or locals of any access service (e.g., Digital Access Service) which are subject to the terms of an MCP. In such cases, termination charges do not apply provided that the charges remaining on the MCP for the service that they are migrating from are less than those being committed under the new MCP for the other service. If the charges remaining are greater than those committed under the MCP for the other service, then termination charges as determined in (1) above apply on the difference between the two amounts.	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.22</b>	<b>Customer Specific Information – continued</b>	
	<b>1. General – continued</b>	
<b>General Terms and Conditions</b>	(d) Demarcation Point	
	For purposes of provisioning this service, the demarcation point is :	
	(1) The Primary Rate Interface (PRI) to the Internet port at Bell’s Point of Presence (PoP).	
	(2) The Ethernet 10 Base T interface on the authentication data circuit termination router at the customer PoP.	
	(e) Customer Responsibility	
	(1) The Customer is responsible for port sizing and analyzing the contention on the ports, at each PoP site.	
	(2) The Customer is responsible for providing the appropriate Internet Access services required to address the needs of the incoming user email and newsgroup application.	
	(f) Coverage area	
	The Customer’s end-customer is responsible for any long distance charges incurred for calls made outside of the local calling area.	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.22</b>	<b>Customer Specific Information – continued</b>	
	<b>1. General – continued</b>	
<b>Terms and Conditions</b>	(g) Customer Provided Equipment  The Company will not be responsible for failure to meet service level objectives, or to provide additional Help desk services where it has been determined by the Company that such failure or help desk call is due in any way to an incompatibility between the end-user's equipment and the Company's equipment.  (h) Market Price  Any time after the first anniversary of the arrangement, and not more than every 6 months thereafter during the term of the MCP, the Customer may receive competitive prices from another service provider. Should the Company decide to match the competitive offer which reduction shall not be more than 5% of the annual fees, it will notify the Customer within 30 calendar days of its acceptance which will then be subject to CRTC approval. If the Company decides not to match the competitive prices, or the CRTC does not approve the Company's tariff application for the rate reduction, the Customer may cancel any or all of the Services without penalty upon 30 days written notice to the Company.	<b>N</b>

*Continued on page 723.22.3*

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

**Item 722                    MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT**

**722.22                    Customer Specific Information – continued**

**1.    General – continued**

**Rates and  
Charges**

(i) Ports are provided in blocks of 23 per PoP site, with an initial minimum order of 46 ports per PoP site. The following are the rates and charges associated with the provisioning of the ports.

PoP Locations		Monthly Recurring Charges per Port (Note)	Service Charges for 23-Port Block per PoP Site		Service Charge per PoP site
			Connect	Disconnect	Activate/Deactivate
Halifax, Nova Scotia	<b>C</b>	\$ 44.50	\$ 200.00	\$ 100.00	\$ 500.00
Saint John, New Brunswick	<b>C</b>	44.50	200.00	100.00	500.00
St. John's, Newfoundland and Labrador	<b>C</b>	44.50	200.00	100.00	500.00

**Note:** New installations are billed upon activation and the charges prorated accordingly.

(j) Installation charge for access circuit to customer's site.

Location of Customer's Authentication, Authorization and Accounting (AAA) Server	Service Charge
Calgary	\$ 500.00

*End*



**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.23</b>	<b>Customer Specific Information - continued</b>	
	<b>1. General - continued</b>	
<b>General Terms and Conditions</b>	(e) Rates and Charges	
	(1) The Customer agrees to pay to the Company a monthly rate of \$4,200,000.00 for the first 12 months of the MCP.	
	(2) For months 13 through 15 of the MCP the Customer agrees to pay to the Company a monthly rate of \$3,500,000.00.	
	(3) For month 16 of the MCP the Customer agrees to pay to the Company a monthly rate of \$3,250,000.00.	
	(4) For months 17 and 18 the Customer agrees to pay to the Company a monthly rate of \$3,200,000.00.	
	(5) For months 19 through 24 the Customer agrees to pay to the Company a monthly rate of \$410,000.00.	
	(6) Should the Customer choose to extend this arrangement as described in 1.(d)(1) above, the Customer agrees to pay to the Company \$410,000.00 for each month of the 12 month extension period.	
	(f) Termination Discounts	
	(1) The Customer is eligible for early termination discounts, in the first 2 years of the MCP, if it meets certain early termination thresholds. The Customer is eligible for up to a maximum of \$1,000,000.00 in discounts in year one of the agreement, and an additional potential discount of up to \$10,000,000.00 in year two.	
	(2) Payment of the termination discounts are based upon the Customer meeting negotiated, target unwind, thresholds within the following regions: Pacific, Western, Central Ontario, Central Québec, Atlantic and Northern Regions. Target termination thresholds are assessed in December 2009, February 2010 and April 2010.	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.23</b>	<b>Customer Specific Information - continued</b>	
	<b>1. General - continued</b>	
<b>General Terms and Conditions</b>	(g) Termination	
	(1) The Customer may terminate this arrangement at any time during the MCP upon giving the Company 12 months written notice of its intent.	
	(2) In the event the arrangement is terminated during the Initial Term, all remaining payments for the Initial Term will be payable upon termination. In the event that the arrangement is terminated during a renewal period, all remaining payments for the renewal period will be payable upon termination.	
	(h) Change Management	
	(1) In order to meet the Customer's evolving requirements the Company may, from time-to-time, be required to add additional Services and/or capacity to this arrangement. This will only be allowed if one or more of the conditions stated below are met:	
	a. at the time of the request, the Customer and the Company mutually agree that meeting the requirement using facilities available under this arrangement is the best approach and the Services can be used for the purpose.	
	b. at the time of the request, the Customer's operational requirements would be adversely affected if this arrangement was not used to provide the required Services and this arrangement can be used for the purpose.	<b>N</b>

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SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.23</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company</b>	
<b>Service Description</b>	<p>(a) The Services consist of a Managed Digital Network and other related Services to meet the Customer's voice and data requirements at its locations across Canada. A detailed list of these Services is provided in 1.(a) above.</p> <p>(1) The Services include local access services, equipment rental and maintenance, including maintenance of customer owned PBXs not otherwise associated with this arrangement, point-to-point and inter-building circuits, and Wide Area Network (WAN) services.</p> <p>(2) The Services use Furnished Equipment (FE), which is provided to the Company under a loan agreement, as well as equipment/software provided by the Company. The Customer also provides Furnished Facilities (FF) for use in connection with the Services (within the Customer's own property and premises).</p> <p>(3) The Customer's traffic will not be routed over the public Internet.</p> <p>(4) The Customer may add/close Service Delivery Areas (SDAs), increase Service Interface Points (SIPs) and increase the bandwidth as specified in this Tariff Item.</p>	
<b>Rates and Charges</b>	<p>(b) Firm monthly rates are applied on a minimum revenue guarantee basis as outlined in 1.(e). The tracking of SDA characteristics (i.e., large, medium, small and basic) will continue to align with service adjustments as outlined in 2.(d) and 2.(e).</p> <p>(c) SDA locations can be added/closed.</p> <p>(1) Large SDA</p> <p>a. Large SDA Characteristics may include the following:</p> <ul style="list-style-type: none"><li>- DS-3 and/or OC-3 and/or 100 Mbps Ethernet Internetworking Service access to managed network;</li><li>- Customer premise Large Capacity Digital Network Service Enterprise Termination switch;</li><li>- One/several multiplexers;</li><li>- Voice Switch; and</li><li>- Large router and switches.</li></ul>	

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.23</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Rates and Charges</b>	(c) SDA locations can be added/closed. - continued	
	(1) Large SDA - continued	
	b. Factors that affect service delivery and vary SDA by SDA:	
	- Number of data/voice circuits terminating on multiplexer and/or point-to-point circuit(s) (digital private line circuits, dark fibre, etc.);	
	- Number of voice lines terminating on the PBX;	
	- Amount of backhaul facilities required for DS-3/OC-3 and/or 100 Mbps access to a Company Point of Presence (PoP);	
	- Number and type of Service Delivery Point (SDP) devices; and	
	- Number of SIPs.	
	(2) Medium SDA	
	a. Medium SDA Characteristics:	
	- Up to 4 x DS-1 access to managed network;	
	- Frame Relay Service, point-to-point digital private lines, up to 10 Mbps Ethernet Internetworking Service and/or large Capacity Digital Network Service;	
	- Possibly a multiplexer;	
	- Possibly a Voice Switch; and	
	- Router.	
	b. Factors that affect service delivery and vary SDA by SDA:	
	- Number of data/voice circuits terminating on multiplexer and/or point-to-point circuit(s);	
	- Number of voice lines terminating on the Voice Switch;	
	- Amount of backhaul facilities required for access to a Company PoP;	
	- Number and type of SDP devices; and	
	- Number of SIPs.	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.23</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Rates and Charges</b>	(c) SDA locations can be added/closed. - continued	
	(3) Small SDA	
	a. Small SDA Characteristics:	
	- Up to 3 x DS-1 access to managed network;	
	- Frame Relay Service, point-to-point digital private lines, up to 3 Mbps Ethernet Internetworking Service and/or large Capacity Digital Network Service;	
	- If required a multiplexer;	
	- If required a Voice Switch; and	
	- Small router.	
	b. Factors that affect service delivery and vary SDA by SDA:	
	- Number of data/voice circuits terminating on multiplexer and/or point-to-point circuit(s);	
	- Number of voice lines terminating on the Voice Switch;	
	- Amount of backhaul facilities required for access to a Company PoP;	
	- Number and type of SDP devices; and	
	- Number of SIPs.	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.23</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Rates and Charges</b>	(c) SDA locations can be added/closed. - continued	
	(4) Basic SDA	
	a. Basic SDA Characteristics:	
	- Pre-defined amount of access bandwidth (typically DS-1 or less) to managed network;	
	- Frame Relay Service, point-to-point analog or digital private lines, Ethernet Internetworking Service and/or large Capacity Digital Network Service;	
	- If required a multiplexer;	
	- If required a Voice Switch; and	
	- If required a small router.	
	b. Factors that affect service delivery and vary SDA by SDA:	
	- Number of data/voice circuits terminating on multiplexer and/or point-to-point circuit(s);	
	- Number of voice lines terminating on the Voice Switch;	
	- Amount of backhaul facilities required for access to a Company PoP;	
	- Number and type of SDP devices; and	
	- Number of SIPs.	<b>N</b>

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SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.23</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Rates and Charges</b>	<p>(d) Additional non Specialized Alarm Circuit bandwidth can be added at SDA locations as a last resort and under special circumstances associated with operational urgency. The charges associated with this additional bandwidth will be identified through the Request for Engineering (RFE) process.</p> <p>(e) Service Adjustments</p> <p>(1) The Company can increase SIPs, SDPs and bandwidth if necessary to support the Customer's evolving service requirements. These increases will be at an additional cost to the Customer, and will be negotiated on a case-by-case basis.</p> <p>(2) Due to increased demand to supply additional Specialized Alarm Circuits, the Customer may increase the number of Specialized Alarm Circuits at existing or new SDAs. The additional Specialized Alarm Circuits can be added as follows:</p> <ul style="list-style-type: none"><li>- Incremental monthly recurring charge (MRC) = \$81.52 per circuit;</li><li>- Any Non-Recurring Charges (NRC), if applicable, will be identified through the RFE quote and ordering process.</li></ul> <p>(3) Adjustments to the fixed monthly rate associated with changes approved by the Customer that will result in service improvement, introduction of new technology, support for new standards or lower operating costs, will be negotiated on a case-by-case basis, as applicable. Such rate changes shall be subject to CRTC approval.</p> <p>(4) During the MCP or Renewal Terms, the Company may submit proposals for the delivery of the Services which would result in cost savings to the Customer. If such proposals are accepted and implemented by the Customer, the Company will receive a percentage of all savings directly attributable to the proposal, as negotiated on a case-by-case basis. Any changes of the rates for the Services shall be subject to CRTC approval.</p>	

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.23</b>	<b>Customer Specific Information - continued</b>	
<b>Terms and Conditions</b>	<b>2. Services Provided by the Company - continued</b>  (f) Service Level Agreements – Mean Time to Restore Services (MTTRS)  (1) A mandatory one hour MTTRS may apply for 10% of the SIPs at Class A SDAs.  (2) The MTTRS for the remaining SIPs at Class A SDAs will be 2 hours.  (3) The mandatory MTTRS for all other SDAs will be 4 hours or 24 hours.  (4) Class A SDAs are defined to be those Customer sites that support essential services whose loss could have a detrimental impact on the Customer's business.  (5) A monthly amount of \$25,000.00 will be held back from the fixed monthly rate and paid to the Company on a monthly basis, as a monthly lump sum payment to be paid in the following month, for meeting the MTTRS of 2 hours or less at the Class A SDAs, based on the following:  a. if the Company had, and has kept in place, the support infrastructure to support a 2 hour MTTRS and there were no more than two instances per Class A SDA where the lower 2 hour MTTRS was not met, then the Company will be paid an amount of \$25,000.00 as a monthly lump sum payment.  b. if the Company only had the support infrastructure in place for a fraction of the month or if there were more than two instances for any Class A SDAs where the lower 2 hour MTTRS was not met, then the lump sum payment of \$25,000.00 shall be on a pro rata basis. The resulting lump sum payment shall then be reduced for failure to meet the 2 hour MTTRS at Class A SDAs, on a pro rata basis (lump sum times the number of Class A SDAs where the 2 hour MTTRS was met, divided by the total number of Class A SDAs).	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.23</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Terms and Conditions</b>	(g) Service Level Agreements (SLAs) – Non-Performance Credits	
	(1) The Customer will be eligible for credits in the event that the Company does not meet the SLAs it provides to the Customer, based on the number of SIPs affected and the duration of the fault condition or delays in delivering Services.	
	(2) SLAs are provided as follows:	
	a. Faulty SIPs: A SIP is deemed to be faulty wherever the Services to be provided by the interface are not available or are not meeting quality or performance standards.	
	b. Late Delivery of Services: If the Company fails to deliver a Service at the time and date specified on the service order, then the SIPs that have not been delivered on time will be treated as faulty SIPs, unless the delay is due to unavailability of Customer FF that is beyond the Company's control.	
	c. Degraded Performance: If the monthly report provided by the Company indicates a service problem, the Company must fix the problem within 30 calendar days. If the report that immediately follows the end of the 30 calendar day period indicates that the problem still exists, then all SIPs of the affected service type(s) at the affected SDP(s)/SDA(s) will be placed in a fault condition.	
	d. Failure to Meet Service Availability: The Company must calculate the service availability for all voice and data SIPs separately for each SDA once a month on the date of the invoice. If the Company fails to meet the minimum service availability for either, or both, voice and data SIPs for that month, the Company must correct the problem within the next reporting period. If the Company fails to meet the minimum service availability for either, or both, voice and data SIPs during the subsequent reporting period, then all SIPs of the type, either voice or data or both, for which the minimum availability figure was not met, will be considered at fault for the entire monthly reporting period during which the Company failed to meet the minimum service availability figure and any subsequent period. Credits specified below will be applied to each affected SIP for the entire reporting period.	
	e. For the transition and migration, the network availability performance will be reviewed, evaluated and agreed to by both parties and applied on a case-by-case basis.	<b>N</b>

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**SPECIAL FACILITIES SERVICES  
(SPECIAL ASSEMBLIES)**

<b>Item 722</b>	<b>MANAGED UTILITY SERVICE - CUSTOMER SPECIFIC ARRANGEMENT</b>	<b>N</b>
<b>722.23</b>	<b>Customer Specific Information - continued</b>	
	<b>2. Services Provided by the Company - continued</b>	
<b>Terms and Conditions</b>	(g) Service Level Agreements (SLAs) – Non-Performance Credits - continued	
	(6) Maximum Allowable Credits: There will be maximum allowable credits based on the following:	
	a. during any given monthly billing cycle, the credits associated with a single faulty SIP will be capped at 25% of the monthly charges for the SDA which comprises the SIP; and	
	b. during any given monthly billing cycle the sum of all credits for all SIPs at a single SDA will be capped at \$9,600.00 for each SDA. If the service problems span 2 monthly billing cycles, then the cap applies separately to each monthly billing cycle.	
	(7) The Customer shall have the right to holdback, drawback, deduct and set off from and against the amounts of any charges owing at any time by the Customer to the Company, any credits owing and unpaid pursuant to this Tariff Item.	<b>N</b>

*End*