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**ITEM 301 Maintenance of Customer-Provided Equipment - Specific Customer Only****ITEM 301.1 Service Description**

This Item provides for the operation, administration and maintenance services (the OA&M Arrangement) associated with Customer-provided equipment in various the Company Central Offices (the Co-location Arrangement\*) to support the Customer's own network in various Company and Customer localities in Alberta.

(\* The Co-location Arrangement is no longer part of the Item 301 service and is provided pursuant to the conditions, rates and charges specified in the Company's General Tariff (CRTC 21461), Item 405, Business Co-location, effective 2004 11 28, further to Telecom Order CRTC 2004-294.)

**ITEM 301.2 Terms and Conditions**

1. The OA&M Arrangement is subject to the terms and conditions of this Item and the Operations, Administration and Maintenance Agreement effective as of 2003 01 01, as amended by an amending agreement effective as of 2004 11 28 (together the "OA&M Agreement") specific to the Customer and the Customer's network. The OA&M Agreement is incorporated by reference in and forms part of this Tariff Item. In the event of any conflict or inconsistency between the OA&M Agreement and the Company's Tariffs, including this Item 301, the Company's Tariffs shall apply to the extent of the conflict or inconsistency.
2. Service term: OA&M Arrangement - initial three (3) year term commencing as of 2003 01 01, together with all monthly renewal periods thereafter.
3. If the Customer wishes to continue service for the OA&M Arrangement after the expiration of the initial service term as specified in Item 301.2.2, the Customer shall pay the monthly rates shown in this Special Facilities Tariff, on a month-to-month basis, subject to rate review at any time thereafter.

ITEM        **Maintenance of Customer-Provided Equipment**  
301        **- Specific Customer Only – Continued**

ITEM  
301.2        **Terms and Conditions - Continued**

4. If the Customer terminates service prior to the expiration of the initial service term as specified in Item 301.2.2 for the OA&M Arrangement, or if the Company exercises certain termination rights as provided for in the OA&M Agreement (Schedule “D”), the Customer shall pay termination charges, on or before the effective date of termination and in addition to any other charges payable by the Customer, as follows: F
- a. OA&M Arrangement – equal to the amount equivalent to all monthly charges for the quantity of processor elements and customer access connections in place at time of termination for the entire remaining term, multiplied by the applicable percentage as specified below -
- i. if terminated during the first 12 months: 100%;
  - ii. if terminated between the 13th to 24th month: 75%; and
  - ii. if terminated between the 25th to 36th month: 50%.

ITEM 301 **Maintenance of Customer-Provided Equipment - Specific Customer Only – Continued**

ITEM 301.3 **Rates**

The Customer shall pay to the Company the following rates and charges for the OA&M Arrangement. Such rates and charges are in addition to any other rates and charges that may be applicable. F

1. OA&M Arrangement:

a. Customer’s DPN/Passport Equipment: (Note 1)

Number of Processor Elements (in service)	3-year Contract** Monthly Rate (per Element)
0 - 149	\$111.00
150 - 300	93.00
301 - 450	80.00
451 or over	74.00

b. Customer’s DSLAM Equipment:

Number of Customer Access Connection (active Access Connections)	3-year Contract** Monthly Rate (per Access Connection)
0 - 149	\$ 14.00
150 - 300	12.00
301 or over	10.00

\*\* From 2003 01 01, per Item 301.2.2 above.

**Note 1:** The specified rates do not include charges for installation and installation-related activities (e.g., acceptance testing), all of which shall be charged separately.