

ITEM
687**OC-192 Wavelength Service**ITEM
687.1**Service Description**

This Special Facilities Tariff allows for the Company to provide access facilities to bring OC-192 Wavelength Service from one Customer premises in Edmonton and one in Calgary through a fibre connection to two Company Offices in Edmonton and two Company Offices in Calgary for interexchange point to point digital service to Company Points of Presence (“POPs”) in Saskatoon, Regina and Winnipeg. The Company will provision Customer Premise Equipment and provide associated maintenance to support this service. This arrangement allows the Customer to establish a research network for conducting telecommunications testing and research (the “Customer Research Network”).

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ITEM
687.2**Conditions of Service**

1. OC-192 Wavelength Service (the “Service”) is provided under the terms and conditions of this tariff item, and the TELUS OCN Master Services Agreement (the “Agreement”). In the event of any conflict or inconsistency between this tariff and the provisions of the Agreement, this tariff shall prevail.
2. The provision of this service pursuant to this tariff item is subject to General Tariff (CRTC 21461), General Terms of Service as applicable.
3. The initial contract period is for four (4) years. There is no provision for an automatic extension of the initial contract period.
4. The Service will be provisioned within its operating limitations and equipment capabilities.
5. The Service will allow the Customer to establish a network connection in order to have a Customer Research Network. Results created or received from the Customer Research Network shall be provided by the Customer to the Company. The Customer may also provide research studies and results to other parties according to the Customer’s agreements with these other parties.
6. The Customer shall only use the Service for telecommunications research and testing activities and shall not use it for any third party telecommunications needs.

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687.2**Conditions of Service - Continued**

7. The Service shall not be interconnected to any other voice or data network other than the connection which links the Customer premises to the Company POPs in Saskatchewan and Manitoba. F
8. The Company may use any part of its network or the Optical Network Equipment used for the Customer Research Network at any time upon the Company providing five (5) business day's notice to the Customer for the Company's commercial use for a maximum unavailability to the Customer of two months per year during each year of the contract period. |
9. When it is necessary for the Company to install special equipment or to incur an unusual expense to establish the Service, the Customer shall pay an additional charge based on the equipment installed or the unusual expense incurred. |
10. Customer Premise Equipment and Optical Networking Equipment attached to the network must be compatible with Company equipment and certified or connected through a certified network protection device in accordance with former TCI General Tariff (CRTC 18001), Item 110, Attachments. |
11. The term for the provision of the Service shall commence on the date specified by the CRTC and shall continue for the contract period unless terminated pursuant to the following:
 - a. The Company may, in its sole discretion, suspend the Service or terminate this without liability: |
 - i. in the event the Customer fails to make full payment of the Provisioning Charge when due and payable hereunder and fails to cure such default within fifteen (15) days after written notice to the Customer;
 - ii. in the event the Customer is in breach of a material obligation under the Agreement, and fails to cure such breach within thirty (30) days after written notice to the Customer; or
 - iii. a receiver or administrative receiver is appointed over any of the Customer's assets or undertaking or a resolution or petition to wind the Customer up is passed or presented and such petition is not set aside within fourteen (14) days of presentation or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order.

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b. The Customer may, in its sole discretion, terminate the Service or the Agreement:

i. in the event the Company is in breach of a material obligation under the Agreement, and fails to cure such breach within thirty (30) days after written notice to the Company; or

ii. a receiver or administrative receiver is appointed over any of the Company's assets or undertaking or a resolution or petition to wind the Company up is passed or presented and such petition is not set aside within 14 days of presentation or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order.

c. Termination of the Agreement will not affect the accrued rights or remedies of either party under the Agreement.

d. The Company may suspend any affected portion of the Service without liability:

i. immediately without notice if the Company deems that such action is necessary to prevent or protect against fraud, to protect its personnel or agents, or otherwise prevent damage or degradation to its service facilities or network, which may be caused by the Customer or anyone using the Customer's access; or

ii. immediately without notice to comply with any law, regulation, court order or other governmental request or order which requires immediate action.

In the event that Service is suspended as a consequence of the breach or an act or omission of the Customer in accordance with Item 687.2.11.d and the Customer requests that the Service be restored, if the Company elects to restore the Service, the Customer shall pay to the Company all costs and expenses incurred by the Company in the recommencing Service.

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12. Notwithstanding any other provisions in the Company's Tariffs, including this Tariff Item, the Customer shall: F
- a. indemnify and hold harmless the Company from and against; |
 - b. be liable to the Company for; |
- any and all losses, costs, charges, damages and expenses whatsoever (and without limiting the generality of the foregoing, any direct losses, costs damages and expenses of the Company, including cost as between a solicitor and his own client) which the Company may sustain, pay or incur, as a result of, arising out of, or in connection with: |
- c. the use or misuse by the Customer of the Service; |
 - d. any breach, violation or non-performance of any condition, covenant, obligation, representation or warranty on the part of the Customer pursuant to this Tariff Item or the Agreement, or any act or omission of the Customer in connection with the performance of its obligations under this Tariff Item; |
 - e. any acts or omissions of the Customer in connection with the presence, installation, use, operation or maintenance of any facilities or equipment of the Customer; |
 - f. any disruption in service provided by the Company to any other party as a result of, arising out of, or in connection with the presence, installation, use, operation or maintenance of any facilities or equipment of the Customer; or |
 - g. any act or omission of the Customer in furnishing or providing of service by the Customer to the Customer's customer, or any service interruption, failure or impairment. |
13. In no event will the Company be liable to the Customer or any party claiming through or under the Customer for any claim for lost profits, lost revenue, failure to realize expected savings, loss or use or any other commercial or economic loss of any kind, or any punitive, exemplary, indirect, incidental, consequential or special damages, or any third party claims arising out of the use by the Customer of any service provided by the Company under this Tariff Item. |

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ITEM
687.3

Rates

The Customer shall pay the following rates and charges and is subject to all applicable terms and conditions of the Company's Tariffs. Such charges are in addition to any other rates and charges that may be applicable.

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Service Item	Provisioning Charge (one-time)	Rates
OC-192 Wavelength Service	\$3,645,800.00	
Labour (hourly rate) – Maintenance on Customer Premise Equipment		Former TCI Competitive Network Services Tariff (CRTC 18002), Item 1820, Network Diagnostics and Maintenance Service