

ITEM 699 **OC-3 Inter-exchange Channels – Newton-Cloverdale with CDNA Local Access** N

ITEM 699.1 **Service Description**

This service provides

- one (1) OC-3 inter-exchange channel in British Columbia between the Company’s Newton Central Office and the Company’s Cloverdale Central Office; and,
- one (1) local OC-3 Competitor Digital Network Access (“CDNA”) channel between the Customer’s point-of-presence in Cloverdale and the Company’s Cloverdale Central Office

ITEM 699.2 **Conditions of Service**

1. This tariff item shall be provided in accordance with the terms and conditions in the Company’s Tariffs, including the General Terms of Service (Tariff CRTC 21461, Items 101-124, as applicable), this tariff item (collectively, the “Tariffs”) and the associated Item 699 Special Assembly Agreement (the “Item 699 Agreement”). In the event of any conflict or inconsistency between this tariff and the provisions of any written or unwritten agreement or arrangement with the Customer relating to this service, the Company’s Tariffs shall govern.
2. Minimum Contract Period: Thirty-six (36) months, which comes into effect when signed by both the Customer and the Company or the date of approval by the Canadian Radio-television and Telecommunications Commission, whichever is later.
3. The Customer or the Company may terminate some or all of the services under this tariff item by giving at least 30 days advanced written notice to the Company.
4. If the Customer terminates all or part of the Item 699 Agreement prior to expiration of the Minimum Contract Period specified in Item 699.2.2 above, the Customer shall pay to the Company one half (50%) of all outstanding charges remaining for the unexpired portion of the Minimum Contract Period.
5. The Company is not responsible for performance of, or in default of, any obligation or provision of this tariff item and the associated Item 699 Agreement where delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, legislation, regulation, judicial order, acts of civil or military authorities, accidents, fires, natural disasters or other catastrophes or events beyond the Company’s reasonable control.

---

ITEM 699      **OC-3 Inter-exchange Channels – Newton-Cloverdale with CDNA Local Access (continued)**      N

ITEM 699.2

**Conditions of Service - Continued**

6. The Customer shall be responsible for obtaining at its sole costs all rights-of-ways, permissions and/or third party consents required by the Company to install and maintain any facilities, equipment, software systems or processes used by the Company to provide the services in this tariff item from the legal boundary of the Customer's premises or any Customer Site to any service demarcation points located therein.
7. The Customer shall not be entitled to replace the services offered under this tariff item with any other Company service(s).
8. In order to move or relocate a channel provided pursuant to this tariff item from a Customer Site or service address specified in the Item 699 Agreement (other than to a location within the same building at an existing service address), the Customer must terminate the service at the existing service address and obtain new service at the new address by signing an additional service schedule prepared by the Company or by signing a new agreement with the Company at the new service address.
  - a. The Customer must pay any applicable installation and construction charges and all other rates and charges for the services at the new service address.
  - b. Termination charges will become payable unless the services at the new service address are of equal or greater value than the value of the services at the existing Service Address for the unexpired portion of the Minimum Contract Period.
9. The Customer may obtain additional services from the Company by signing an additional Service Schedule prepared by the Company.

ITEM 699 **OC-3 Inter-exchange Channels – Newton-Cloverdale with CDNA Local Access (continued)** N

ITEM 699.2 **Conditions of Service - Continued** |

10. Upon expiry of the Minimum Contract Period, the Company shall continue to provide the services set out in this tariff item on a month-to-month basis unless either the Customer or the Company give 30-days notice to the other that it wishes to terminate the service offered under this tariff item. |

ITEM 699.3 **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 rates and charges are in addition to any other rates and charges that may be applicable. |

Service Item	Monthly Rate	Non-Recurring Service Charge
Newton-Cloverdale with CDNA access	\$ 13,597.00	\$20,147.00 (Note 1)

Note 1: Chargeable only once at the start of initial Minimum Contract Period. |