

ITEM 694      **2.5 Gbps Wavelength Service - Vancouver (Mutual) – Abbotsford**      N

ITEM 694.1      **Service Description**

This Service provides the Customer with 2.5 Gbps Wavelength Service in British Columbia between the Company's Mutual Central Office in Vancouver and the Company's Central Office in Abbotsford via the Company's Langley Central Office.

**Definitions**

“*Customer Site*” is any Customer facility or site specified in the Service Agreement to or at which Service is to be provided by the Company and includes any facilities or sites of the Customer's end-users.

“*Minimum Contract Period*” is the two (2) year period commencing on the effective date of this tariff item.

“*Service Components*” are any facilities equipment, software, systems or processes used by the Company to provide the Service.

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| ITEM  |                              |  |
| 694.2 | <b>Conditions of Service</b> |  |

1. Item 694 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 and the Special Assembly Agreement and any applicable schedules or appendices (the “Service Agreement”) associated with this tariff item. In the event of any conflict or inconsistency between this tariff item and the provisions of the Service Agreement or any written or unwritten agreement or arrangement with the Customer relating to this service, the Company’s Tariffs shall govern.
  
2. The Company is not responsible for performance of, or in default of, any obligation or provision of the Service and the Service 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.
  
3. The Customer may not assign all or any part of this Service without the prior written consent of the Company. The Company may withhold its consent to a proposed assignment by the Customer to a person who is in the business of providing telecommunications or telecommunications-related products or services.
  
4. The Company may assign or subcontract all or any part of its rights and obligations under the Service Agreement or with respect to the Service.
  
5. Upon expiry of the Minimum Contract Period, the Company shall continue to provide the Service for an additional Minimum Contract Period of two (2) years (the “Renewed Minimum Contract Period”) unless:
  - a. the Customer or the Company provide notice to each other indicating that the party does not wish to renew the Service;
  - b. the Customer signs a new agreement with the Company for services at least thirty (30) days prior to the end of the Minimum Contract Period; or
  - c. the Customer terminates the Service within sixty (60) days after the start of the Renewed Minimum Contract Period.

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|               | 6. The charge payable by the Customer for termination of the Service prior to the end of the Minimum Contract Period will be equal to one-half (50%) of the charges remaining for the unexpired or remaining Minimum Contract Period.   |       |
|               | 7. The Customer shall be responsible for the following:   |       |
|               | a. obtaining at its sole cost all rights-of-way, permissions and/or third party consents required to permit the Company to install and maintain Service Components from the legal boundary of the Customer’s premises or any customer Site to any service demarcation points located therein, including the consent of the Customer’s landlord or building owner; |       |
|               | b. satisfying all requirements imposed by a building’s design or by building management as it applies to the installation of the Service or the Service Components, including the payment of any additional fees, conduit installation, design submissions and installation approvals;  |       |
|               | c. making available to the Company adequate, secure, well-heated, well-ventilated and well-lighted space within the Customer’s premises or any applicable Customer Site for the installation of the Service or Service Components; and  |       |
|               | d. granting the Company with access to the Customer’s premises or any applicable Customer Site in order to install and maintain the Service and Service Components.   |       |
|               | 8. During the Minimum Contract Period, the Customer may obtain additional services by signing an additional schedule (the “Additional Service Schedule”) to the Service Agreement with the Company.   |       |
|               | 9. The Additional Service Schedule will specify the minimum contract period specific to the additional services referenced therein.   |       |
|               | 10. Any Additional Service Schedule will be subject to Commission approval in the form of either a new tariff item or proposed amendment to Item 694.   |       |

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**2.5 Gbps Wavelength Service - Vancouver (Mutual) – Abbotsford - Continued**

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**Conditions of Service – Continued**

11. In order to relocate the Service from a Customer Site or service address specified in the Service Agreement or its schedules, the Customer must:

- a. terminate the Service at the existing Service Address and obtain new service at the new service address by signing an Additional Service Schedule; or
- b. sign an Additional Service Schedule with the Company for services at the new service address.

12. In the event that the Customer relocates the Service pursuant to Item 694.2.11:

- a. a termination charge will be payable to the Company unless the services at the new Service Address are of equal or greater value than the value of the services at the previous Service Address for the unexpired portion of the Minimum Contract Period; and
- b. the minimum contract period for the services at the new service address will be specified in the Additional Service Schedule or new service agreement for the services at that new service address.

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**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 | Service Charge |
|--|--------------|----------------|
| 2.5 Gbps Wavelength Service<br>(Vancouver Mutual CO to<br>Abbotsford CO) | \$20,000.00  | \$5,000.00     |