ITEM 217  Network-to-Network Interface Service

ITEM 217.1  Service Description

The Network-to-Network Interface Service (NNI) provides an interconnection between the Company’s Network and a Service Provider’s Network. The interface options available are OC-3, OC-12, E100 or E1000. The services that are available with each interface are contingent upon the interface chosen (refer to section 217.2). This interconnection allows the Service Provider to receive and transmit traffic that is supported by the Company’s Network. These services include, but are not limited to, Wide Area Network (WAN) Services, Ethernet Transport Services, Frame Relay Services and Asymmetrical Digital Subscriber Line (ADSL). Such traffic will be exchanged in RFC 1483 Section 4.2 or RFC 1490 bridged protocol data unit encapsulation format (the “Protocol”).

Because the Commission has forborne, in Telecom Regulatory Policy CRTC 2009-19, with respect to the regulation of this service as set out in that decision, the Company may also provide the service in this tariff at rates and on terms different from the tariffed rates and terms pursuant to an agreement entered into between the Company and a competitor that has been filed with the Commission for the public record.

ITEM 217.2  Conditions of Service

1. NNI Service is provided under the terms and conditions in this Tariff Item and the Network to Network Interface Service Agreement (the “Agreement”).

2. NNI is available in designated Central Offices and shall be provided subject to the availability of suitable equipment and facilities. The Company shall determine the Company Central Office(s) from which NNI shall be provided. Not all Company Central Offices with NNI are capable of provisioning every NNI interface option. If suitable equipment and/or facilities are not available for certain interface option, the Company will not provision that particular NNI option.

3. The provision of NNI is subject to the ability of the Company and the Service Provider to satisfactorily test and exchange data using the standards stated in section 217.1.

4. When it is necessary for the Company to install special equipment or to incur an unusual expense to establish NNI, the Service Provider shall pay an additional charge based on the equipment installed or the unusual expense incurred.
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Network-to-Network Interface Service - Continued

ITEM 217.2

Conditions of Service - Continued

5. NNI Service may be connected to Service Provider equipment using either Co-location, or an access service configuration:

OC-3/OC-12

a. Services available with OC-3/OC-12 are limited to Wide Area Network ADSL Services, Ethernet Transport Services, Frame Relay Services (Internet ADSL Services are not supported on OC-12, but may be supported on OC-3, contingent on the Company equipment deployed);

b. In the Co-location configuration, the Service Provider must subscribe to Co-location, where applicable; obtain a Company OC-3/OC-12 DNA Link, provided under General Tariff (CRTC 21461) Item 520; provide its own fibre-patch panel, as well as the connection between the patch panel and its equipment. In Alberta, Co-location is provided under former TCI Carrier Access Tariff (CRTC 18008), Item 255 or 250. In British Columbia, Co-location is provided under TCBC Carrier Access Tariff (CRTC 1017), Item 110.

c. In the access service configuration, the Service Provider must subscribe to the Company OC-3/OC-12 DNA Access as well as an OC-3/OC-12 DNA Link, provided under General Tariff (CRTC 21461) Item 520.

E100/E1000

a. E1000 only supports Internet ADSL Services in Edmonton, Calgary and Lower Mainland.

b. E100 supports Wide Area Network ADSL and Internet ADSL Services, however separate NNIs are required for each service.

c. In the Co-location configuration, the Service Provider must subscribe to Co-location, where applicable; obtain a Company Ethernet CO Link, provided under Tariff Item 221; provide its own fibre-patch panel, as well as the connection between the patch panel and its equipment. In Alberta, Co-location is provided under former TCI Carrier Access Tariff (CRTC 18008), Item 255 or 250. In British Columbia, Co-location is provided under TCBC Carrier Access Tariff (CRTC 1017), Item 110.

d. In the access service configuration, the Service Provider must subscribe to the Company’s Ethernet Access Service, provided under General Tariff (CRTC 21461) Item 519, as well as an Ethernet CO Link.
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Network-to-Network Interface Service - Continued

ITEM 217.2  
Conditions of Service - Continued

6. The Service Provider is solely responsible for the installation, operation and maintenance of customer owned equipment.

7. Customer premises equipment attached to the Company's network must be certified or connected through a certified network protection device in accordance with former TCI General Tariff (CRTC 18001) Item 110 (Attachments) in Alberta, or TCBC General Tariff (CRTC 1005) Item 170 (Interconnection Services – General) in British Columbia, as applicable.

8. If the Service Provider terminates the Agreement or a portion of the Agreement for NNI prior to the expiry date of the Agreement term, early termination charges apply. Early termination charges equal to one half of the charges for the terminated NNI for the unexpired portion of the Agreement term will be payable in a single payment upon the effective date of the termination of the Agreement or portion thereof, as the case may be.

9. For any tariffed service subscribed to or approved contract entered into prior to 2 April 2008, early termination charges, as defined in Telecom Decision CRTC 2008-17, will be waived if the customer terminates the contract early for any reason.

10. In the event that the Service Provider wishes to relocate, move NNI service location(s) or change NNI service speeds, prior to the expiration of the Agreement term, the Service Provider will be required to terminate the applicable portion of the Agreement for NNI in relation to the service location(s) or service speeds no longer required and pay the NNI change fee specified in Item 217.3. The minimum agreement term for NNI Service at any new location or new speed will be one year, and the corresponding monthly rate and service charge will apply.

11. Upon the expiration of an NNI Agreement, NNI shall continue to be provided on a month-to-month basis, at the 1-year contract rates.

12. The Customer is responsible for managing the capacity of the NNI. The Company is not responsible for any service deterioration or packet loss due to the Customer over utilization of the NNI.
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Network-to-Network Interface Service – Continued

ITEM 217.2

Conditions of Service – Continued

12. The point of demarcation for each NNI option is as follows:

  a. OC-3: Fibre patch panel
  b. OC-12: Fibre patch panel
  c. E100: Ethernet patch panel
  d. E1000: Ethernet patch panel.

ITEM 217.3

Rates

Service Provider shall pay to the Company the following rates and charges for the NNI. Such rates and charges are in addition to any other rates and charges that may be applicable.

<table>
<thead>
<tr>
<th>Service Item</th>
<th>Monthly Rate</th>
<th>Service Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum Contract Period</td>
<td>1 Year</td>
</tr>
<tr>
<td>OC-3 Interface (per interface)</td>
<td>$800.00</td>
<td>$685.00</td>
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<tr>
<td>OC-12 Interface (per interface)</td>
<td>$2,000.00</td>
<td>$1,710.00</td>
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<tr>
<td>E100 Interface (per interface)</td>
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<td>$685.00</td>
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<tr>
<td>E1000 Interface (per interface)</td>
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<td>$1,710.00</td>
</tr>
<tr>
<td>NNI Change Fee (one time)</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>