

ITEM 695 **10 Gbps Wavelength Intra-exchange Channels – Vancouver (Mutual – Trinity)** N

ITEM 695.1 **Service Description**

This Service provides the Customer with 10 Gbps wavelength intra-exchange channels, and associated 10 Gbps wavelength link, in British Columbia between the Company’s Mutual Central Office and Trinity Central Office in Vancouver.

ITEM 695.2 **Conditions of Service**

1. Item 695 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 Item 695 Special Assembly Agreement and any applicable schedules or appendices (the “Item 695 Agreement”) associated with this tariff item. In the event of any conflict or inconsistency between this tariff item and the provisions of the Item 695 Agreement or any written or unwritten agreement or arrangement with the Customer relating to this service, the Company’s Tariffs shall govern.

2. Initial Service Period (the “Minimum Contract Period”): 33 months.**

(** With automatic renewal on a month-to-month basis thereafter, unless either the Customer or the Company gives to the other party thirty (30) day prior notice of termination effective on expiry of the Minimum Contract Period or during the renewal.)

3. Unless otherwise specified in the Item 695 Agreement or in the Company’s Tariffs, the Customer is responsible for the selection, supply, installation and maintenance of all data, equipment, software and services necessary for use or used in conjunction with the Item 695 service.

4. The Company may restrict the use of the Item 695 service by the Customer as provided for in the Item 695 Agreement or in the Company’s Tariffs.

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ITEM 695.2 **Conditions of Service – continued**

5. The Customer may terminate some or all of the Item 695 service at any time by giving at least thirty (30) days advance written notice to the Company, and provided that it pays the required termination charges.
6. The termination charge payable by the Customer for terminating the Item 695 service prior to the end of the Minimum Contract Period are equal to one half (1/2) of the charges remaining for the unexpired or remaining part of the Minimum Contract Period. Termination charges may be waived as provided for in Item 695.2.9 below.
7. During the Minimum Contract Period, the Customer may obtain additional Item 695 service by signing an additional service schedule to the Item 695 Agreement (the “Service Schedule”) prepared by the Company. The Minimum Contract Period for the additional Item 695 service will be specified in the additional Service Schedule, and will begin on the date the additional Item 695 service has been installed by the Company (or the date of approval by the CRTC, whichever is later, if the service added requires additional approval from the CRTC in the form of either a new tariff item or proposed amendment to Item 695).
8. To relocate the Item 695 service from a service address specified in an approved Service Schedule (the “existing Service Address”) to a new service address, other than to a location within the same building at an existing Service Address, the Customer must:
 - a. terminate the Item 695 service at the existing Service Address, and obtain new service at the new service address by signing an additional Service Schedule prepared by the Company; or
 - b. by signing a new agreement with the Company for services at the new service address.

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ITEM 695.2 **Conditions of Service – continued**

- 9. In the event that the Customer relocates the Item 695 service in accordance with Item 695.2.8:
 - 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; and
 - c. the Minimum Contract Period that will apply to the Item 695 service that is relocated will be specified in the additional Service Schedule or the new agreement, and will begin on the date the relocated Services have been installed by the Company (or the date of approval by the CRTC, whichever is later, if the service added requires additional approval from the CRTC in the form of either a new tariff item or proposed amendment to Item 695).

ITEM 695.3 **Rates**

The Customer shall pay to the Company the following rates and charges for the Item 695 Service 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
10 Gbps Wavelength Intra-exchange Channel with associated 10 Gbps Wavelength Link, each circuit	\$8,100.00	\$0.00