

ITEM  
216**Customer Specific Carrier Wide Area Networking Services (“Carrier WAN Services”) – Specific Customer Only**ITEM  
216.1**Service Description**

The Carrier WAN Services provide bridged Ethernet connectivity between specified End-User Local Area Networks (“LANs”) and the Customer’s network(s) using the Company-provisioned facilities. The Carrier WAN Services are comprised of the following three categories of service:

1. The “Carrier Network Interface Services” which include the following tariffed services and which serve to connect the Customer’s network(s) to the Company core network via a physical access circuit (“CNI”):
  - CRTC 21461, Item 520.3A.1.a, OC-3 DNA Access, Linear Unprotected OC-3 (3-Year Minimum Contract Period, Rate Bands A, B);
  - CRTC 21461, Item 520.3A.2, OC-3 DNA Link; and
  - CRTC 21462, Item 217, ATM Network to Network Interface.
2. Forborne “Carrier WAN Access Services” which serve to connect the End-User LAN to the Company core network; and
3. Forborne “Carrier WAN Permanent Virtual Circuit (PVC) Services” which serve to logically interconnect Carrier WAN Access Services and the Carrier Network Interface Services or CNI via the Company core network.

Carrier Network Interface Services consist of Carrier Network Interface Ethernet/ATM – Fibre Services which, when deployed in conjunction with Carrier WAN Access Services and corresponding Carrier WAN PVC Services, deliver bridged Carrier WAN access traffic to and from the Customer’s data network, via the Company-provisioned fibre and terminating on a Company-furnished Customer Interface Unit (“CIU”).

Carrier WAN access traffic is delivered to the Customer via unique Ethernet/ATM PVCs on an un-managed ATM UNI 3.1 over OC-3 access circuit and is exchanged with the Customer in bridged protocol data unit encapsulation format. The Customer is responsible for termination of the bridged protocol data units.

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216.1 **Service Description - Continued**

Carrier WAN Access Services consist of either one of the following:

- a. Carrier WAN Access Ethernet – ADSL Service (“Carrier WAN ADSL Access Service”);
- b. Carrier WAN Access Ethernet – Fibre Service (“Carrier WAN Ethernet Access Service”); or
- c. Carrier WAN Access Fast Ethernet – Fibre Service (“Carrier WAN Fast Ethernet Access Service”)

which, when deployed in conjunction with Carrier WAN PVC Services and Carrier Network Interface Services, deliver bridged Carrier WAN access traffic to and from the End-User’s LAN, via the Company-provisioned facilities and the Company-furnished CIU. F

Carrier WAN PVC Services are logical network services interconnecting Customer-designed Carrier WAN Access Services and Carrier Network Interface Services at subscribed capacity levels. Carrier WAN PVCs are identified in terms of three criteria as follows:

- a. PVC Type, which includes Standard PVCs, Inter-Site PVCs and Redundant Paths;
- b. PVC Distance Type, which includes Metro PVCs, Regional PVCs and National PVCs; and
- c. PVC Capacity Type, which includes ADSL PVCs, Ethernet PVCs and Fast Ethernet PVCs.

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216.2

**Conditions of Service**

1. The Carrier WAN Services are provided under the terms and conditions of this Tariff item, the Company’s General Tariff (CRTC 21461) Item 100, General Terms of Service as applicable, and the Master Wholesale Internetworking Services Agreement and Amendment No. 1 to Master Wholesale Internetworking Services Agreement. In the event of any conflict or inconsistency between this Tariff or the Company’s General Tariff and the provisions of any written or unwritten agreement or arrangement with the Customer relating to this service, this Tariff or the Company’s General tariff shall prevail.
2. Service Contract Period: later of (i) initial three (3) years, or (ii) the expiration or termination of the last service term of any service orders issued and accepted hereunder; provided that the parties may not issue or approve any new service orders upon or subsequent to the expiration of the initial (3) year term set forth in subsection 2(i) above.
3. In consideration of the rates and charges set forth herein, the Customer agrees to purchase the minimum amount or volume of Carrier WAN Services set forth below (the “Minimum Annual Revenue Commitment”), during the first twelve (12) months of the initial three (3) year term (“Year 1”) of the Master Wholesale Internetworking Services Agreement:

	Minimum Annual Revenue Commitment
Year 1	\$825,000.00

- The Company will calculate the total charges received and due and payable for the Carrier WAN Services provided under the Master Wholesale Internetworking Services Agreement (the “Annual Revenue”) during Year 1. If the total Annual Revenue for Year 1 is less than the Minimum Annual Revenue Commitment for Year 1 set forth above, the Company will invoice the Customer for the difference between the Annual Revenue and the Minimum Annual Revenue Commitment (the “Revenue Shortfall”) for Year 1. The Revenue Shortfall for Year 1 will be payable by the Customer to the Company within thirty (30) calendar days of receipt of invoice. Interest on the Revenue Shortfall overdue shall be paid at the simple interest rate of one percent (1.0%) per month (twelve percent (12%) per annum).
4. Services will be provided subject to the availability of suitable facilities and sufficient capacity.

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**Conditions of Service - Continued**

5. If the Customer terminates the Carrier WAN Services or the Master Wholesale Internetworking Services Agreement (as amended by Amendment No. 1 to Master Wholesale Internetworking Services Agreement) prior to the expiry of the Service Contract Period stated in Item 216.2.2 above, the Customer shall pay to the Company all charges for services provided through to the effective date of termination plus, as liquidated damages, a termination charge equal to 50% of all related monthly charges for the entire remaining service term of each terminated service order. Termination charges will be applied on a service-by-service basis. F
  
6. The Customer shall have the option to replace any existing Carrier WAN Services, provided pursuant to this Tariff, with new or alternate technologies and services available from the Company, which are subsequently offered to the Customer by the Company, during the term of the Carrier WAN Services, with the prior written consent of the Company. In the event that the Customer exercises this option and adopting such new technologies or services results in the replacement or termination of any existing Carrier WAN Services provided under this Tariff, the termination charge will be waived, provided that:
  - (a) the Customer adopts the new technologies or services for a period of time that is equal to or longer than the remaining term of the terminated Carrier WAN Services; and
  - (b) the monthly charges for the new technologies or services are equal to or greater than the charges payable for the terminated Carrier WAN Services.
  
7. Except for any claims for damage to tangible property and/or personal injuries (including death) arising out of the negligence or willful act or omissions of the Company, the Company’s aggregate liability to the Customer relating to or arising out of the Master Wholesale Internetworking Services Agreement (as amended by Amendment No. 1 to Master Wholesale Internetworking Services Agreement), whether in contract, tort or otherwise, shall not exceed:
  - (a) the total amounts paid to the Company by the Customer for the service in question, during the one-year period immediately preceding the event which gave rise to the claims; or
  - (b) \$500,000, whichever is less.

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216.3

**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.

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1. On-Net Carrier WAN Services:

a. Access Service Pricing

Service Name	1-Year Contract Period Monthly Charge	3-Year Contract Period Monthly Charge	Service Charge
Carrier WAN ADSL Access Service	\$120	N/A	\$300
Carrier WAN Ethernet Access Service	\$1,100	\$700	\$4,250
Carrier WAN Fast Ethernet Access Service	\$1,650	\$1,250	\$4,250

b. Standard and Inter- Site PVC Pricing

Service Name	Distance Type	1-Year Contract Period Monthly Charge	3-Year Contract Period Monthly Charge	Service Charge
Carrier WAN ADSL Access Service	Metro PVC	\$60	N/A	\$250
	Regional PVC	\$120	N/A	\$250
Carrier WAN Ethernet Access Service	Metro PVC	\$250	\$250	\$250
	Regional PVC	\$700	\$700	\$250
Carrier WAN Fast Ethernet Access Service	Metro PVC	\$500	\$500	\$250
	Regional PVC	\$1,350	\$1,250	\$250

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216.3 **Rates - Continued**

c. Redundant Path PVC Pricing

Redundant Paths are available at half the Monthly Charges of Standard PVCs and at the same Service Charge of Standard PVCs.

2. Optional Service Pricing:

a. Change Orders and Change Order Pricing

	Service Charge
PVC Changes	\$250/change order (up to 5 PVC changes may be handled under one Change Order)
Other Changes	\$250/hour for Engineering or on-site labour; \$150/hour for other labour

3. Trouble Resolution Pricing \$250/incident

This charge is waived if it is discovered that the trouble was caused by, or within, services under the Company’s control. For troubles traced back to Customer equipment, the above charge will be levied as a minimum charge, and additional charges will apply at a rate of \$250/hours plus materials.

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4. Carrier Network Interface Services

	Monthly Rate
ATM Network to Network Interface	Carrier Access Tariff (CRTC 21462) Item 217
OC-3 DNA Access (3-Year Minimum Contract Period, Rate Band A, B)	General Tariff (CRTC 21461) Item 520.3A.1.a.
OC-3 DNA Link	General Tariff (CRTC 21461) Item 520.3A.2