

ITEM
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Private Line Data - OC-3 Local Access to Interexchange Facilities (B.C. Only)

ITEM
589.1

Service Description

Provides digital access at the OC-3 level to interexchange facilities. The local access is between the customer's premises and the Company's serving central office.

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Conditions of Service

1. Initial Contract Period: 5 years. (Note 1)
2. Data Communications Channel is not accessible to the customer's Data Communications Channel.
3. Availability:
A period of unavailable time begins at the onset of 10 consecutive Severely Erred Second (SES) events. These 10 seconds are considered to be part of unavailable time. A new period of available time begins at the onset of 10 consecutive non-SES events. These 10 seconds are considered to be part of available time. A path is in the unavailable state if either one or both directions are in the unavailable state.

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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.

Service Item	Monthly Rate	Service Charge (One-time)
Network Service Charge	---	\$ 50,000.00
Local Access Facilities: (Note 2)		
1st OC-3	\$ 7,400.00	---
2nd OC-3	2,000.00	---
3rd OC-3	2,000.00	---
4th OC-3	2,000.00	---

Note 1: Termination Liability:

The customer may terminate this Agreement without penalty if the availability of the Network as defined in Condition 3. above is less than 99.7 percent for more than two (2) consecutive months; provided that

- (i) the cause of the reduced availability was not beyond the reasonable control of the Company; and
- (ii) The Company fails to take commercially reasonable efforts to remedy the problem causing the lack of availability;

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589**Private Line Data - OC-3 Local Access to Interexchange Facilities - Continued****Note 1:** (Continued):

- (iii) The Company fails to provide the customer with alternate capacity at the rates provided for in Monthly Rate above; and F
- (iv) the customer provides the Company with notice of termination within 30 days of such reduced availability, in which case the contract will terminate 30 days after the day of receipt by the Company of a notice of termination. |

The customer may terminate the contract without penalty on providing 30 days written notice to the Company, provided that |

- i) at the end of the 30 day period the customer shall have migrated the digital capacity volume commitments for which it is obligated to pay the Company as at the date of notice to a General Tariff of the Company or |
- ii) the customer has paid the Company amounts owing under this Agreement which meet or exceed the cost of two (2) OC-3's for a period of five (5) years. In the event of termination of the contract for any reason except for termination pursuant to the above provisions after the effective date but prior to the expiration of the contract period, the customer agrees to pay the Company by way of liquidation damages, and not as a penalty, an amount equal to one-half of the total of the rates that would have otherwise been charged for the unexpired portion of the contract period. |

Note 2: The customer must subscribe to a minimum quantity of two (2) OC-3 facilities. The customer has a ramp-up period of six (6) months within which the customer will be billed for one (1) OC-3 until the second OC-3 is installed. The customer will be billed for the second OC-3 when it is installed or six (6) months after the first OC-3 is installed, whichever occurs first.