

ITEM
689

Customer Specific Business Service – (Alberta Only)

ITEM
689.1

Service Description

This service provides the facilities, consisting of eleven (11) Shared Diagnostic Unit (SDU) cards plus one (1) maintenance spare, and the associated cabling in eight (8) Company Central Offices in Alberta, and their maintenance, to allow the Customer to remotely access and monitor Customer-owned modem equipment located at the Customer's subscriber premises throughout Alberta. This service is designed to work in concert with a specific diagnostic workstation owned by the Customer and located at a Customer premises in Alberta, and specific Company-owned modems located in the Company's Central Offices in Alberta.

ITEM
689.2

Conditions of Service

1. Item 689 is provided under the terms and conditions of this tariff, and the Company's General Tariff (CRTC 21461) Item 100, General Terms of Service as applicable, and the Special Assembly Agreement and Amending Agreement associated with this service. In the event of any conflict or inconsistency between this tariff and the provisions of any written or unwritten agreement or arrangement with the Customer relating to this service, the Company's tariffs shall prevail.
2. The provisioning of this service is subject to the availability of suitable facilities.
3. Contract period: Effective until 29 July 2008.
4. The Customer may terminate this service upon thirty (30) days written notice, subject to the charge set out in Item 689.2.5 below.
5. If the Customer terminates service prior to the expiry of the service term, the Customer shall pay to the Company all outstanding charges up to the effective date of termination plus the remaining monthly charges for the unexpired portion of the service term.
6. The Company may, in its sole discretion, suspend or terminate this service without liability: (a) in the event the Customer fails to make full payment of the charges for this service when due and payable and fails to cure such default within fifteen (15) days after written notice to the Customer; (b) in the event the Customer is in breach of a material obligation, and fails to cure such breach within thirty (30) days after written notice to the Customer; or (c) a receiver or administrative receiver is appointed over any of the Customer's assets or undertaking or a resolution or petition to wind the Customer up is passed or presented and such petition is not set aside within fourteen (14) days of presentation or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order.

ITEM
689**Customer Specific Business Service – (Alberta Only) - Continued**ITEM
689.2**Conditions of Service - Continued**

7. The Customer may, in its sole discretion, terminate the agreement to purchase this service without paying the charge set out in Item 689.2.5: (a) in the event the Company is in breach of a material obligation, and fails to cure such breach within thirty (30) days after written notice to the Company; or (b) a receiver or administrative receiver is appointed over any of the Company's assets or undertaking or a resolution or petition to wind the Company up is passed or presented and such petition is not set aside within 14 days of presentation or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order. F |
8. In addition to the limitation of liability set out in the General Tariff, the Company will not be liable for damages or any other fees, charges or liabilities arising out of the act, neglect or omission of the Customer in the use or operation of software on the SDU cards or any of the Company's or the Customer's property. If the Customer causes a service disruption due to its act, neglect or omission, the Customer shall bear all costs associated with re-establishing service. |
9. The Customer will have sole responsibility for ensuring that this service is compatible with the Customer's network. In no event will the untimely installation or non-operation of services (if such non-operation is due solely to the Customer's action or omission) entitle the Customer to a refund of the One-time Fee paid by the Customer to the Company for this service. |
10. Payment of the monthly fees in full, without deduction or set off, of the amounts in each invoice is due on the due date shown on the invoice or, if no due date is shown on the invoice, within 30 days of the date of the invoice. The Customer shall pay interest on all overdue amounts at the rate shown on the invoice or, if no interest rate is shown on the bill, at the simple interest rate of 2% per month (24% per year).

ITEM
689**Customer Specific Business Service – (Alberta Only) - Continued**ITEM
689.3**Rates**

The Customer shall pay the following rates, and is subject to all applicable terms and conditions of the Company's Tariffs.

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Service Item	Rate
Recurring charge	\$887.50 per month

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