

ITEM 697 **OC-3 Inter-exchange Channels - Vancouver (Mutual) - West Vancouver, White Rock and Langley** N |

ITEM 697.1 **Service Description** |

This service provides the following as part of the monthly rate: |

- One (1) OC-3 IX channel in British Columbia between each of the following Company Central Offices: Mutual Central Office in Vancouver and the Central Office in West Vancouver; the Mutual Central Office in Vancouver and the Central Office in White Rock (via an intra-exchange circuit between Cloverdale and the White Rock Central Office); and the Mutual Central Office in Vancouver and the Central Office in Langley; and |
- One (1) local Access OC-3 channel between a remote cabinet in Cloverdale and the Company's White Rock Central Office. |

ITEM 697.2 **Conditions of Service** |

1. This tariff item shall be provided in accordance with the terms and conditions in the Company's Tariffs, including the General Terms of Service (General Tariff CRTC 21461, Items 101-124, as applicable), this tariff item (collectively, the "Tariffs") and the associated Item 697 Special Assembly Agreement (the "Item 697 Agreement"). 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 govern. |
2. Minimum Contract Period: One (1) year, which comes into effect when signed by both the Customer and the Company or the date of approval by the Canadian Radio-television and Telecommunications Commission, whichever is later. |
3. The Customer may terminate some or all of the services under this tariff item by giving at least 30 days advanced written notice to the Company. |
4. If the Customer terminates all or part of the Item 697 service prior to expiration of the Minimum Contract Period specified in Item 697.2.2 above, the Customer shall pay to the Company one half (50%) of all outstanding charges remaining for the unexpired portion of the Minimum Contract Period. |

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697.2 **Conditions of Service - Continued** |

5. The Company is not responsible for performance of, or in default of, any obligation or provision of this tariff item and the associated Item 697 Agreement where delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, legislation, regulation, judicial order, acts of civil or military authorities, accidents, fires, natural disasters or other catastrophes or events beyond the Company's reasonable control. |
6. The Customer shall be responsible for obtaining at its sole costs all rights-of-ways, permissions and/or third party consents required by the Company to install and maintain any facilities, equipment, software systems or processes used by the Company to provide the services in this tariff item from the legal boundary of the Customer's premises or any Customer Site to any service demarcation points located therein. |
7. The Customer shall not be entitled to replace the services offered under this tariff item with any other Company service(s). |
8. In order to move or relocate a channel provided pursuant to this tariff item from a Customer Site or service address specified in the Item 697 Agreement (other than to a location within the same building at an existing service address), the Customer must terminate the service at the existing service address and obtain new service at the new address by signing an additional service schedule prepared by the Company or by signing a new agreement with the Company at the new service address. |
  - 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. |
9. The Customer may obtain additional services from the Company by signing an additional Service Schedule prepared by the Company. |

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ITEM **Conditions of Service - Continued**  
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10. Upon expiry of the Minimum Contract Period, the Company shall continue to provide the Services set out in this tariff item on a month-to-month basis unless either the Customer of the Company give 30-days notice to the other that it does not wish to renew the Service Agreement.

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ITEM **Rates**  
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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.

<b>Service Item</b>	<b>Monthly Rate</b>	<b>Non-Recurring Service Charge</b>
Vancouver (Mutual) - West Vancouver Vancouver (Mutual) - White Rock Vancouver (Mutual) - Langley	\$26,643.65	\$9,000.00 (Note 1)

Note 1: Chargeable only once at the start of initial Minimum Contract Period.