

Co-Location

ITEM

302 **Co-Location of Customer Provided Equipment – (Alberta Only – excluding the City of Edmonton)**

ITEM

302.1 **Service Description**

Provides for the right to occupy space on a Company Antenna system as well as accommodation for Customer owned equipment in the Company's Grande Prairie Central Office. F |

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302.2 **Conditions of Service**

1. The Customer shall furnish to the Company legal documents which support its ownership of the Customer Equipment. The Customer shall inform the Company in writing of all changes to the ownership of the Customer Equipment. |
2. The Customer shall provide at its own expense all normal and specialized software and equipment required for testing, maintenance, programming and operation of the Customer Equipment at the Company Site as is recommended by the manufacturer and/or supplier or as otherwise deemed necessary by the Company. |
3. The Customer shall provide, at no cost to the Company, all site licensing for software and firmware programs used by the Customer Equipment and shall provide proof of same to the Company. Where applicable, appropriate and sufficient copies of these programs and instructions shall be provided to the Company for purposes of maintenance and failure recovery. |
4. In the event of transfer of ownership of the Customer Equipment, the Customer shall provide to the Company proof of changes to all software and hardware rights associated with the Customer Equipment. |
5. The Customer shall provide to the Company, prior to the initial turn-up of the Customer Equipment, a copy of the current annual license issued by the Department of Communications (DOC) for the Customer to operate the Customer Equipment. The Customer shall also forward to the Company, no later than May 1 of each year, a copy of its renewed annual license. |
6. In requesting this Service from the Company, the Customer shall submit to the Company all working drawings, specifications, maintenance procedures and other related documentation as may be required by the Company. This information shall include, but not be limited to, power consumption of the Customer Equipment and the associated Canadian Standards Association (CSA) approval. |
7. Once accepted and approved by the Company, no variation, amendment or change to the aforementioned documentation shall be made by the Customer without the Company's prior written approval. Each change order per the Company Site shall be subject to an additional charge not less than a Consultation Fee provided for in the former TCI General Tariff (CRTC 18001), Item 695, Wireless System Operators (WSO) - Tower Service. |

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302 **Co-Location of Customer Provided Equipment – (Alberta Only – excluding the City of Edmonton) – Continued**

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302.2 **Conditions of Service - Continued**

8. The Company shall provide all design modifications to the Company Site to accommodate the Customer Equipment, at the expense of the Customer. Design and engineering of the radio system and peripherals shall not be undertaken by the Company. F
9. All installation, connections, maintenance, moves, changes, rearrangements, repair and removal of Customer Equipment at a Company Site shall be performed by the Company personnel or an authorized agent of the Company under specific order from the Company to perform the assigned work.
10. Access to the Company Sites shall be restricted to the Company personnel or the Company's authorized contractors or agents. Access by Customer personnel must be arranged through prior written request to the Company and upon approval from the Company in writing. Access will be provided by the Company under the direct supervision of the Company personnel at all times. Access to Towers located on the Company Sites shall be restricted at all times to the Company personnel only.
11. In the event the Company requires technical support from the Customer in order to perform the installation, connection, maintenance, move, change, rearrangement, repair or removal of Customer Equipment, the Customer shall, at its own expense, provide qualified technical support. Where the Company deems it necessary, the Customer shall provide training to the Company personnel, at the expense of the Customer, for instruction, classroom space and labour for the training period.
12. The Customer shall, at its own expense, furnish the Company with components or spare parts at the required location, to be used in the maintenance or repair of the Customer's Equipment.
13. When requested by the Customer, the Company shall, at the expense of the Customer, return defective component parts to the location specified by the Customer.
14. The Customer Equipment, and the placement of such equipment at a Company Site, shall conform with the Company's current standards as amended from time to time.
15. The Company shall provide utilities for the Company Site, including electrical power and heat as the Company deems necessary. In no event shall the Company be liable to the Customer in the event of inadequate utility services, the loss of utility services or failure to provide utility services.
16. The Customer shall not cause or permit to be caused any nuisance to or interference with the equipment or services of the Company or any other party, nor infringe upon the rights of the Company or any other party, authorized by the Company to use the Company Site.

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302**Co-Location of Customer Provided Equipment – (Alberta Only – excluding the City of Edmonton) - Continued**ITEM
302.2**Conditions of Service - Continued**

17. The Customer shall, at its own expense, prevent and eliminate any and all nuisance to or interference with the equipment or services of the Company or any other party authorized by the Company to use a Company Site. If, in the opinion of the Company, such precautionary or remedial measures do not eliminate or sufficiently reduce such nuisance or interference, the Company reserves the right to take whatever corrective action the Company deems necessary and to charge the Customer for all costs incurred by the Company in order to eliminate or reduce the interference.
18. Notwithstanding any other provisions in the Company's Tariffs, the Customer agrees to save, defend, keep harmless and fully indemnify the Company from and against any and all loss, costs, charges, damages (including but not limited to damage to property and personal injury), actions, claims, demands, awards, suits or other claims which the Company may at any time or times hereafter bear, sustain, suffer, or become subject to, arising out of, from or by reason of any act or omission of the Company in connection with the performance of its obligations under this Tariff Item, the carrying out by the Company of its obligations in accordance with this Tariff Item or the use or occupation of the Company Site by the Customer Equipment, damage or destruction of the Company Site, damage to or destruction of the Customer Equipment, termination of the right to occupy the Company Site by the Customer due to damage, destruction or abandonment of the Company Site, or any installation, connection, maintenance, move, change, rearrangement, repair or removal of the Customer Equipment by the Company.
19. Notwithstanding any other provisions in the Company's Tariffs, the Company shall under no circumstances be liable to the Customer for any special, indirect, incidental or consequential damages including, without limitation, business loss, economic loss or loss of anticipated profits, and whether or not the Company has been advised of the possibility of such damages.
20. In no event whatsoever, regardless of the form or cause of action or the number of claims asserted, shall the total collective liability of the Company and its servants, employees, directors, officers, and agents to the Customer for all claims exceed the amount paid by the Customer for use of the Company Site.
21. The Customer shall not be entitled to any claim against the Company in the event of failure to provide services where such failure is directly or indirectly caused by or results from an event or events beyond the control of the Company. These events shall include, but not be limited to, fire, flood, earthquake, accident, civil disturbance, war, rationing, embargoes, strikes or labour problems, delays in transportation, acts of God or acts of government.

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Conditions of Service - Continued

22. The Customer shall, at its expense, maintain commercial general third party liability insurance covering damage to the Company Site including, but not limited to, all equipment located at the Company Site, including loss of use thereof. Such insurance shall be in amounts agreeable to both the Customer and the Company, but in no circumstances shall the limit be less than \$5 million. The Customer shall provide to the Company documents proving insurance coverage, renewals and changes. F |
23. In the event that the Company elects to relocate, evacuate, dismantle or abandon a the Company Site, the Customer shall, at its own expense, have the Company remove, subject to the terms and conditions of service in this Tariff Item, the Customer Equipment from the Company Site within ninety (90) days of the date set forth in the written notice from the Company. In the event that the Customer does not acknowledge receipt of the Company's written notice or make alternative arrangements for its Customer Equipment located at the Company Site by the date specified in the notice from the Company, the Customer Equipment may be disposed of as determined by the Company without further notice or compensation to the Customer. |
24. Connection of Customer Equipment at a Company Site to the Company's network or a Company service shall be carried out only by the Company personnel or by an agent approved by the Company for that task. The use and interconnection of the Customer equipment must conform to all applicable the Company and Tariff regulations. |
25. That portion of the facilities connecting Customer Equipment located at a Company Site to the next immediate Customer site, where applicable, shall be either owned by the Customer or provided by the Company, and must conform to all applicable Tariff regulations. |
26. Failure of the Customer to adhere to the obligations of this Tariff and other applicable Tariff items will result in termination of the service and removal, at the Customer's own expense, of the Customer Equipment.
27. The Availability Date is March, 1999.
28. Service term: initial one (1) year term as of the Effective Date of this Tariff, together with all monthly renewal periods thereafter.

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Conditions of Service - Continued

- 29. If the Customer wishes to continue service after the expiration of the initial one (1) year term, the Customer shall pay the monthly rate shown in this Special Facilities Tariff, on a month to month basis, subject to rate review at any time thereafter.
- 30. If the Customer terminates this Special Assembly prior to the expiration of the initial one (1) year 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 initial one (1) year term.
- 31. The Company maintains the right to terminate the Arrangement, without penalty, if the Arrangement is not technically workable.

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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	Provisioning Charge (One-time) (Note 1)
Site Category III per unit	former TCI General Tariff (CRTC 18001), Item 695.4, Wireless System Operators (WSO)- Tower Service	\$24,122.73

Note 1: One, one-time Provisioning Charge in the total amount of \$24,122.73 is payable with respect to the costs associated with provisioning connections at the Central Office pursuant to this Arrangement.

As appropriate, a portion of the construction charge amount, which is part of the one-time Provisioning Charge, may subsequently be refunded to the Customer, without interest, in the event additional co-location Customers enter the Company Premises in question, as determined by the Company in its sole discretion. Notwithstanding the foregoing, however, the Company shall be under no obligation whatsoever to refund any of such amounts to the Customer at any time.