
ITEM

165 **Digital Exchange Access (DEA)**

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165.1 **Service Description**

Digital Exchange Access (DEA) service provides digital access between the Customer's premises and the Company's Public Switch Telephone Network (PSTN). The access is provided on a DS-1 basis (1.544 Mbps), subdivided into 24 DS-0 time slots or channels at the Company's digital Central Office switching systems.

Note: Effective 2005 02 03, Canadian Carriers and registered Resellers see also Competitor Digital Network (CDN) Services in TCI Carrier Access Tariff (CRTC 21462), Item 224, if applicable.

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165.2 **Conditions of Service**

1. DEA is available only from Central Offices equipped with DEA service capability and shall be subject to the availability of suitable equipment and facilities.
2. DEA service is offered on a 1-Year, 3-Year or 5-Year Contract Period basis.
3. DEA service consists of the following components:
 - a. "Access Facility" provides the Customer with a digital local loop from the Customer's Connection Point to the Serving Central Office. The Access Facility is only provided on a DS-1 basis consisting of 24 DS-0 time slots as set out in General Tariff Item 500, Digital Network Access.
 - b. "PSTN Termination" provides the connection between the Access Facility and the PSTN. The PSTN Termination is available on a DS-1 basis, which is subdivided into 24 DS-0 time slots or channels. A PSTN Termination is required for each DS-1 Access Facility the Customer obtains.
 - c. "Network" provides for the use of services, which can be accessed through DEA. These services are the network portion of Basic Exchange Service. One DS-0 time slot is required for each network service.
4. Customer provided terminal equipment attached to TCI's network must be certified or connected through a certified network protection device in accordance with TCI's General Tariff Item 110, Attachments.
5. When TCI determines that it is necessary to install special equipment or to incur any unusual expense in order to establish DEA according to specific Customer requirements, the Customer shall pay to TCI an additional charge based on the cost of the special equipment installed and the unusual expense incurred.

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165.2 **Conditions of Service - Continued**

6. The Customer shall pay, in addition to the regular DEA Service Charges, a time and labor charge for installation, or special translation, performed outside of TCI's regular working hours. The additional labor charge shall be determined based on time and charges at the hourly rates as set out in the former TELUS Communications Inc.'s Competitive Network Services Tariff Item 1820, and TCEI's General Tariff Item 4005.
7. The Customer shall pay a time and labor charge for Customer initiated moves or rearrangements of DEA service within a Customer's Premises. The labor charge to be paid shall be determined based on hourly rates as set out in the former TELUS Communications Inc.'s Competitive Network Services Tariff Item 1820, and TCEI's General Tariff Item 4005.
8. If a Customer requests the relocation of DEA service to a new Customer service location, the Customer shall pay all charges applicable to the relocation of the DEA service.
9. To connect the DEA service to other TCI services, or services of Interexchange Carriers, the Customer shall be subject to the appropriate rates, charges, terms and conditions of the service to be connected.

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165.2 **Conditions of Service - Continued**

10. In the event of termination of DEA prior to the expiration of the Contract Period, the Customer shall pay to TCI a termination charge as follows:
- a. If the Customer terminates the Agreement at any time during the Contract Period and within 30 days of such termination enters into another TCI access service Agreement for the same location, which has an equal or greater monthly charge, then the Customers shall not be required to pay any termination charges to TCI;
 - b. If the Customer terminates the Agreement at any time during the Contract Period and within 30 days of such termination enters into another TCI access service agreement which has a lower monthly charge, then the Customer shall pay to TCI, on demand, in one lump sum, fifty (50%) percent of the difference between the value of the unexpired portion of the Agreement and the value of the concurrent portion of the new Agreement between the Customer and TCI; or
 - c. If the Customer terminates the Agreement at any time during the Contract Period without entering into another TCI access service agreement, the Customer shall immediately pay to TCI, on demand, in one lump sum, all outstanding invoiced charges and fifty percent (50%) of all future remaining contract charges to the end of the contract period.
 - d. Upon the expiry of the Contract Period for DEA, TCI shall continue to provide the service on a month-to-month basis at the monthly rates that are applicable to the then 1-year Contract Period, until the Customer signs a new Agreement.
 - e. The Customer may terminate the Agreement without termination charges, in the event the customer contracts for Megalink Service, and the charges under such new contract are equal to or exceed those remaining under the current DEA contract.

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165.3 **Rates and Charges**

The Customer shall pay to TCI the following rates and charges for Digital Exchange Access service. Such rates and charges are in addition to other rates and charges that may be applicable.

1. Access Facility

The contracted rates and service charges are those specified for DS-1 Access (1-Year, 3-Year and 5-Year Contract Periods) as set out in General Tariff 21461 Item 500.4.2, Digital Network Access. Where no DS-1 Access is used, a DS-1 DNA Link charge will apply as described in Item 500.2 to connect to a DS-3 channelizing feature.

2. PSTN Termination:

| Service Item | Monthly Rate, per each Access Facility (DS-1 Access) | | | Installation Charge, per each DS-1 PSTN Termination |
|------------------------|--|----------|----------|---|
| | Contract Period | | | |
| | 1-Year | 3-Year | 5-Year | |
| PSTN Termination, each | \$266.20 | \$212.85 | \$166.10 | \$250.00 |

3. Network:

For the use the use of services, which can be accessed through DEA, the rates and charges per the following Tariff Items apply. Other applicable rates and charges include but are not limited to charges for Extended Area Service (EAS) (General Tariff CRTC 18001 Item 240), Service Charges (General Tariff CRTC 18001 Item 550) and Calling Features (General Tariff CRTC 21461 Item 300).

| Service Item | General Tariff Item |
|--|---------------------|
| Exchange Service – as applicable | CRTC 18001 Item 425 |
| Direct In Dial Service – as applicable | CRTC 21461 Item 215 |
| Extended Area Service (EAS) | Note 1 |

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165.3 **Rates and Charges - Continued**

Note 1: To facilitate the replacement of former Extended Flat Rate Calling (EFRC) charges with an Extended Area Service (EAS) structure (see General Tariff Item 240), the following EAS surcharges, as indicated by Rate Sub-bands, shall apply to each DEA DS-0 channel:

| <u>Rate Sub-band*</u> | <u>Monthly EAS Surcharge</u> § | |
|-----------------------|--------------------------------|---|
| A1, A2, B1 and B3, | N/A | C |
| B2, C1, C2, D1 and D3 | \$1.00 | F |
| C3 | \$12.66 | |
| D2 | \$15.79 | |
| D4 | \$3.61 | |
| D5 | \$6.87 | |
| D6 | \$0.49 | |

(* Rate Sub-band classifications are based on those specified in General Tariff Item 435 for Individual/Multi-line Service.)

§ The rates shown in this tariff do not apply to Sub-Rate Bands A1, A2, B1 and B3 as exchanges in these sub-rate bands, listed in General Tariff (CRTC 21461) Item 212, *Forborne Business Local Exchange Services*, are forborne from regulation. C