

ITEM 704 **Digital Network Service: OC3 Channel – Calgary AB - East Pine BC**

ITEM 704.1 **Service Description**

This service provides one unchannelized OC3 digital network service between a customer premises in East Pine, British Columbia and a customer premise in Calgary-Killarney, Alberta. The customer premises is in unserved territory with the nearest Serving Central Office at the East Pine Exchange.

ITEM 704.2 **Conditions of Service**

1. This service shall be provided in accordance with the terms and conditions in the Company's Tariffs, including the General Terms of Service (Tariff CRTC 21461, Items 101-124, Tariff CRTC 18001 Items 25 and 26 and Tariff 1005 Item 97) as applicable) and the associated Item 704 Special Facilities Agreement (the Item 704 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. Initial Service Period: One (1) year.
3. The cancellation charges payable by the Customer for cancelling the Services prior to the commencement of the Minimum Contract Period specific in Item 704.2.2 above or completion of installation of the Services are equal to (a) one half of the non-recurring service charge, plus (b) all costs or expenses (internal and external) incurred by TELUS in connection with or arising from design, planning, implementation, construction and installation of the Services and Service Components, up to and including the effective date of cancellation. The termination charge payable by the Customer for terminating the Services during the Minimum Contract Period is equal to one half of the monthly recurring charges remaining for the unexpired or remaining part of the Minimum Contract Period.
4. The Company is not responsible for performance of, or in default of, any obligation or provision of this service and the associated Item 704 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.
5. The Customer will provide appropriate space and power on the Customer's property to permit the Company to deliver the OC3 service. Maintenance of the space will be the responsibility of the Customer, and includes provision of appropriate access to TELUS' equipment for maintenance purposes.

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ITEM **Conditions of Service - Continued**
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6. After the expiration of the Minimum Contract Period, the Services will continue to be provided for successive one (1) year renewal terms, at the monthly recurring charge set forth in Item 704.3, unless either party provides the other party with ninety (90) calendar days prior written notice of its intent not to renew. The Minimum Contract Period together with any renewal terms shall be collectively referred to herein as the “Contract Period”.

ITEM **Rates**
 704.3

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.

Service Item	Monthly Rate	Service Charge	Construction Charge
OC3 service between customer premises in East Pine, B.C. to customer premises in Calgary-Killarney, AB	\$67,510.00	\$10,120.00	\$700,000.00