

ITEM  
448      **Optical Carrier Network Service (National)**

ITEM  
448.1      **Service Description**

The Service provides the Customer with a private, secure, non-switched optical carrier network service between specific Customer Sites within specific Company local exchanges and between specific Company rate centres and US border crossings, using unprotected OC-192 (9,952 Gbps) SONET channels and one specific interexchange route that will be at 1 Gbps.

The Service is provided to the Customer in cities and on routes across Canada specified in Service Order No. 1 of the Service Agreement between the Company and the Customer, and will be resold by the Customer to the Customer's End-users on a non-commercial basis only to support various experimental and research activities by and between the End-users.

The Service is for an initial two-year period with a renewal option for a subsequent 5-year period. The Service for the Initial Service Term will be billed on the basis of a one-time, up-front, non-refundable charge. The optional 5-year renewal period will also be billed, if accepted by the Customer, on a one-time, up-front, non-refundable basis at the time of renewal.

The Service does not include Customer Premises Equipment or any service level guarantees. As an alternative to service level guarantees, service level objectives are provided. The service level objectives represent commercially reasonable efforts on the part of the Company to provide the specific bandwidths required by the Customer and do not include any financial penalties to the Company or rebates to the Customer in the event that objectives are not met.

**Definitions**

For the purposes of this Tariff item:

“*Customer Site*” is a site designated by the Customer where Service is to be provided and a Service Demarcation Point located.

“*End-user*” is a party to whom the Customer resells elements of the Service and is not deemed to be a customer of the Company for the Service.

“*Initial Service Term*” is the two-year term for the Service that expires two years after the effective date of this tariff.

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**Optical Carrier Network Service (National) - Continued**

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**Service Description – Continued**

**Definitions - Continued**

“*Network Facilities*” are equipment and transmission facilities operated and maintained by the Company to provide the Service to the Customer up to, and including the Service Demarcation Point. F

“*Service Demarcation Point (SDP)*” is a physical or logical interface on a network device managed by the Company at a Customer Site. |

“*Service Level Objectives (SLO)*” outline the processes under which, in the ordinary course of business, the Service will be provisioned and administered to the Customer by the Company. |

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**Conditions of Service**

1. The Network Management and Network Connectivity service is provided under the terms and conditions of this Tariff item, and the Company’s General Tariff (CRTC 21461), Item 100, General Terms of Service, as applicable, and the Special Assembly 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 tariff shall prevail. |
2. The Service is provided by the Company subject to the availability of applicable Network Facilities. |
3. The Customer may use and resell the Service to its End-users. |
4. Prior to provision of the Service, the Company shall conduct any acceptance tests it considers appropriate. Upon successful completion of acceptance testing, the Company shall deliver a Ready for Service Notification to the Customer. |
5. The Customer will be deemed to have accepted the Service unless it has notified the Company of any material defect, fault or impairment in the Service within seven calendar days of receipt of the Ready for Service Notification. |

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**Conditions of Service - Continued**

6. In the event that the Customer notifies the Company of a material defect, fault or impairment in Service as per Item 448.2.5 of this Tariff, the Company shall use all reasonable efforts to resolve such material defect, fault or impairment in Service. Upon resolution, the Company shall conduct further acceptance tests and deliver to the Customer a further Ready for Service Notification. F |
7. The Customer shall pay all reasonable costs incurred by the Company in remedying any material defects, fault or impairment in Service identified above which are attributable to: |
  - i. the act or omission of the Customer or its employees, contractors or agents;
  - ii. the act or omission of the End-user; or
  - iii. the failure or malfunction of the Customer's equipment.
8. The Company shall use commercially reasonable efforts to provide the Service in accordance with the SLO set out in the Service Agreement. |
9. The Customer shall be responsible for obtaining, installing, testing, operating and maintaining all customer premises equipment and communications services necessary for interconnection to the Company at each Service Demarcation Point at each Customer Site. |
10. The Company is not responsible for the installation, maintenance, compatibility or performance of any equipment or software not provided by or operated by or on behalf of the Company including customer premises equipment. |
11. If any customer premises equipment is believed by the Company to cause hazard or service obstruction, the Customer shall address any hazard or obstruction at the Company's request. |

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448.2**Conditions of Service - Continued**

12. The Company shall be responsible for installing and maintaining the Network Facilities required to provide the Service to the SDP at each Customer Site. F
13. The Customer may not change, add or delete Customer Sites during the term of this tariff.
14. The establishment of SDPs shall require agreement by both the Company and the Customer. Any changes to location of the SDPs shall be agreed upon by both parties. |
15. The Customer shall, at its own expense, be responsible for obtaining, at its sole cost, all necessary licenses, permits, or other registrations as may be required to permit the Company to install and maintain its Network Facilities from the legal boundary of each Customer Site to the SDP including all required rights-of-way, permissions and/or third party consents. |
16. The Customer shall be responsible for satisfying all requirements imposed by a building's design or by building management as it applies to the installation of the Service or of the Company's Network Facilities, including the payment of any additional fees, conduit installation, design submissions, and installation approvals. |
17. The Customer shall, at its cost, prepare the Customer Site for the installation of the Services and any Network Facilities as required by the Company. The Customer shall notify the Company of any existing technical or other facilities including water and gas that could be damaged during the installation of the Company's Network Facilities at the Customer Site. The Customer shall identify, monitor, remove, and dispose of any dangerous objects, hazardous materials and substances present at a Customer Site prior to any work being performed by the Company. The Customer shall advise the Company in writing of all health and safety at work rules and regulations and any other reasonable security requirements applicable at the Customer Site. The Customer is responsible for any additional installation costs incurred by the Company as a result of the Customer's failure to comply with the obligations set out in this section. |

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**Conditions of Service - Continued**

18. Any changes to the environment or location of any Network Facilities at the Customer Site will require the prior written consent of the Company. F
19. The Customer is responsible for the care and protection of (but not the support and maintenance of), and is liable to the Company for, all loss or damage, other than ordinary wear and tear, to any Network Facilities installed at a Customer Site. Any such Network Facilities are, and shall remain, the sole property of the Company or its suppliers or licensors. |
20. The Customer will allow the Company access to each Customer Site to install and maintain the Service and Network Facilities. The Company shall not be responsible for any delays, interruptions in the Services, damages or costs that may result if the Company is unable to obtain access to a Customer Site. |
21. Either party may terminate service if the other party is in breach of a material obligation under the tariff and the Service Agreement and fails to remedy the breach within thirty calendar days after receipt of a written notice from the non-breaching party notifying the other party of the breach and requiring that the breach be remedied.
22. The Customer is not entitled to any refund, rebate or service credits in the event that the Customer or the Company terminates service under this tariff. |
23. In the event that the Company becomes insolvent, the Customer will be entitled to a credit equal to 20 percent of the charges attributable to the balance of the Initial Service Term subsequent to the date of insolvency. |
24. This tariff is in effect for a two-year period commencing the effective date as approved by the Canadian Radio-television and Telecommunications Commission.
25. The Company will provide the Customer with 60 days notice of the expiry of the Initial Service Term. |
26. The Customer may renew the Service for a subsequent five-year period by providing the Company with written notice of its intention 60 days prior to the expiration of the Initial Service Term. |

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**Rates**

The Customer shall pay to the Company the following rates and charges for Optical Carrier Network Service (National). Such rates and charges are in addition to any other rates and charges that may be applicable.

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Initial Service Term	\$1,850,000 (Note 1)
Five-Year Optional Renewal Term	\$3,700,000 (Note 2)

**Note 1:** Payable in full at the commencement of the Initial Service Term.

**Note 2:** Payable in full at the commencement of the Renewal Term.

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