

SPECIAL SERVICES TARIFF

SPECIAL SERVICES TARIFF

This Tariff is for subscribers in need of Telecommunications equipment and service which cannot be accommodated by the standard offerings contained in the Tariffs enumerated herein.

SPECIAL SERVICE
EXPLANATION OF SYMBOLS

EXPLANATION OF SYMBOLS

- (A) - to denote increases
- (R) - to denote reductions
- (C) - to denote changes in wording which result in neither increases nor reductions in rates or charges
- (D) - to denote material previously shown has now been deleted
- (M) - to denote information moved to or from another page
- (N) - to denote new rates or items
- (S) - to denote reissued matter
- (V) - not available for new installations or for expansion of existing
- (Z) - available on recovery basis only and at the discretion of the Company

(C)

(N)

(C)

(D)

**SPECIAL SERVICES
 CHECK SHEET**

Original and revised pages of this Tariff listed below are in effect.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
Title	1	34	1	67	Original
1	2	35	1	68	Original
2	56 (C)	36	3	69	Original
3	22 (C)	37	3	70	Original
3A	7	38	3	71	Original
3B	1 (C)	39	3	72	Original
4	3	40	3	73	Original
5	3	41	7	74	1
6	2	41A	4	75	Original
7	5	41B	4	76	Original
7A	Original	41C	5 (C)	77	1
8	6		(D)	78	Original
9	3			79	Original
10	6			80	Original
11	2			81	1
12	5			82	1
13	3			83	Original
14	3			87	Original
15	3			88	Original
16	5			89	1
17	8			90	Original
18	5			91	1
19	4			92	Original
20	3	51	1	93	Original
21	3	52	1	94	Original
22	3	53	Original	95	Original
23	3	54	1	96	Original
24	3	55	Original	97	Original
25	3	56	Original	98	Original
26	4	57	1	100	Original
27	4	58	2	101	Original
28	2	59	4	102	Original
29	3	60	1	103	Original
29A	1	61	3	104	Original
30	5	62	1	105	6
31	3	63	Original	106	Original
32	4	64	1		
33	3	65	1		
		66	1		

SPECIAL SERVICES
TABLE OF CONTENTS

	<u>Item</u>	<u>Page</u>
Explanation of Symbols	-	1
Check Sheet	-	2
Table of Contents	-	3
Index	-	3B
Definitions	101	4
General	201	5
Application of Other Tariffs.....	202	5
Bulk User Contracts.....	301	5
Customer Designed Systems.....	401	5
Construction Charges.....	501	7
Ancillary Services and Service Features.....	601	7
Miscellaneous Services and Service Features.....	701	7
Occupancy Rates for Radio Sites.....	702	8
Interconnection with the Equipment and Facilities of Telesat Canada	706	19
Private VHF Radio Repeater Station System.....	708	27
Digital Radio Facilities – Alascom	710	29
Arrangements.....	711	30
Use of Support Structures by Cable Television Undertakings & Telecommunication Carriers.....	713	36
Nunavut Rate Stability Plan Contracts.....	714	41
Custom-designed Private Packet Network.....	716	51
Special Assembly Contracts.....	717	53
Digital Circuit	720	55
Audio Feed (Conference Bridge Interface).....	721	56

(C)

For explanation of symbols see Page 1

Issued: 11 September 2007

Interim Approval in Telecom Order CRTC 2007-348, 20 September 2007

Effective: 26 October 2007

**SPECIAL SERVICES
TABLE OF CONTENTS**

(M)
(M₁)(C)

Continued	<u>Item</u>	<u>Page</u>
9-1-1 Public Emergency Reporting Service – Whitehorse & Area	722	57
56 KBPS & 32 KBPS ADPCM Digital Circuits	725	61
CSU/DSU for DS1 Circuits	727	63
Comprehensive Communications Package at Ekati (Koala)	729	65
Digital Communication Network Service to Ardicom Digital Communications Inc.	731	67
Multidrop Packet Network	733	75
Voice Grade Channels for Yukon Territorial Government	733	76
Centrex Automatic Call Distribution	735	80
Municipal Area Network for Indian & Northern Affairs Canada	741	87
Upper Halfway Digital Circuit.....	742	88
Municipal Area Data Network Switch	743	89
Occasional Use Broadcast Service.....	744	90
Central Office Co-location for ADSL Transmission Equipment	745	91
Co-location Arrangements for Interconnecting Canadian Carriers	746	92
Co-location Arrangements for Internet Service Providers	750	101
Digital High-Speed Satellite Circuit	751	106

(M) – Index moved to CRTC 3010, Original Page 3B
(M₁) – Moved from CRTC 3010, 19th Revised Page 3

SPECIAL SERVICES

INDEX

<u>Description</u>	<u>Item</u>	<u>Page</u>
Ancillary Services and Service Features.....	601	7
Application of Other Tariffs	202	5
Arrangements.....	711	30
Audio Feed (Conference Bridge Interface).....	721	56
Bulk User Contracts.....	301	5
Central Office Co-location for ADSL Transmission Equipment	745	91
Centrex Automatic Call Distribution	735	80
Co-location Arrangements for Interconnecting Canadian Carriers.....	746	92
Co-location Arrangements for Internet Service Providers	750	101
Comprehensive Communications Package at Ekati (Koala).....	729	65
Conference Bridge Interface – Audio Feed	721	56
Confidentiality of Customer Information – 9-1-1 Public Emergency Reporting Service	722.12	58
Construction Charges	501	7
CSU/DSU for DSI Circuit	727	63
Custom Designed Private Packet Network	716	51
Custom Designed Systems.....	401	5
Definitions	101	4
Digital Circuit.....	720	55
Digital Communications Network Service to Ardicom Digital Communications Inc.	731	67
Digital High-Speed Satellite Circuit	751	106
Digital Radio Facilities – Alascom.....	710	29
Direct Line Advertising Board	401.1	6
Nunavut Rate Stability Plan Contracts	714	41
56 KBPS and 32 KBPS ADPCM Digital Circuits	725	61
General	201	5
Interconnection with the Equipment and Facilities of Telesat Canada	706	19
Internet – Co-location Arrangements for ISPs.....	750	101
Miscellaneous Services & Service Features	701	7
Multidrop Packet Network	733	75
Municipal Area Data Network Switch.....	743	89
Municipal Area Network for Indian and Northern Affairs Canada	741	87
9-1-1 Public Emergency Reporting Service – Whitehorse & Area.....	722	57
Occasional Use Broadcast Service	744	90
Occupancy Rates for Radio Sites.....	702	8
Private VHF Radio Repeater Station System	708	27
Special Assembly Contracts	717	53
Upper Halfway Digital Circuit	742	88
Use of Support Structures by Cable Television Undertakings and Telecommunications Carriers ...	713	36
Voice Grade Channels for Yukon Territorial Government.....	733	76

(C)

(M) – Moved from CRTC 3010, 5th Revised Page 3A

For explanation of symbols see Page 1

Issued: 11 September 2007

Effective: 26 October 2007

Interim Approval in Telecom Order CRTC 2007-348, 20 September 2007

SPECIAL SERVICES

Item

101 DEFINITIONS

Company means Northwestel Inc.

Customer means the sender, addressee or any other user authorized by the Company, and the respective successors or assigns of the sender, addressee or authorized user; unless otherwise specified.

(C)

SPECIAL SERVICES

**Item
201 GENERAL**

Many Company offerings, equipment and services, because of their specialized or limited application, etc., are not contained in other tariffs, i.e. Telex Tariff CRTC 3004, Broadband Exchange Service Tariff CRTC 3005 and Private Wire Service Tariff CRTC 3003.

Those offerings with limited application are covered under this Special Tariff and all equipment and services so provided are subject to all terms, conditions and limitations of liability agreed upon between the Company and the customer and subject further to all limitations of liability approved or authorized by the Canadian Radio-television Telecommunications Commission and contained in the tariffs aforementioned. All equipment and service offerings made under this Special Tariff are subject to the limitations of liability contained in the appropriate tariffs applicable to the particular offerings or mix of offerings provided to a customer by the Company under the Special Tariff, as if all such limitations of liability were reproduced in full in this Special Tariff.

**Item
202 APPLICATION OF OTHER TARIFFS**

A. Except as otherwise specified, this tariff supplements the Company's other tariffs. Without limiting the generality of the foregoing, the services, equipment and facilities in this tariff (except as otherwise specified) are subject to the following provisions in General Tariff CRTC 3001:

Definitions

Section I – Terms of Service

Section 1A – General

Item 101 – General

Item 102 – Application for Service

Item 103 – Alterations

Item 104 – Payment of Rates and Charges

Item 105 – Rate Rounding Procedure

Item 106 – Resale and Sharing

Item 107 – Bypass

Section III – Non-recurring Charges

**Item
301 BULK USER CONTRACTS**

Where the Company agrees to provide telecommunications equipment and service to customers in the circumstances where the scale of use by that customer enables the Company to furnish telecommunications equipment and services at less cost, the Company may issue its charges in relation to the reduction in its costs occasioned by the bulking of such equipment.

**Item
401 CUSTOM DESIGNED SYSTEMS**

Where a customer or potential customer requires the Company to develop and operate a special assembly of equipment and transmission facilities designed to meet specific needs, the Company may levy a charge upon the customer in respect of development and use based upon the particular circumstances associated with that particular customer's requirements.

SPECIAL SERVICES

Item

401.1 DIRECT LINE ADVERTISING BOARD

(C)(M₁)(M₂)

a) **General**

The Direct Line Advertising Board is a board which displays advertising for a number of businesses and allows direct access to that business by pushing a one or two digit code.

b) **Rates**

	<u>Monthly Rental</u> 5 Yr. Contract
Advertising Space Rental (Notes 1, 2 & 3)	\$60.00

Note 1: Direct Line Advertising Space provided subject to the availability of suitable facilities and approval of the advertising by the Company.

Note 2: The customer will be responsible for providing the advertising for the board.

Note 3: This rate includes local circuit rental as well as initial installation to the customer's premises.

M₁ – Previous material moved to Page 5

M₂ – Material moved from Page 8

For explanation of symbols see Page 1

Issued: 14 December 1987

Approved in Telecom Order CRTC 1987-801, 29 December 1987

© 1988 Northwestel Inc.

Effective: 14 January 1988

SPECIAL SERVICES
CUSTOMER DESIGNED SERVICES

Item
501 CONSTRUCTION CHARGES

Where the Company agrees to supply services at tariff rates in cases where unusual construction is required or where non-standard equipment is supplied, the Company may, at its option:

1. levy a construction charge designed to recover that portion of construction costs not provided for by the tariff;
2. require a contract term longer than that provided for in the tariff together with a termination liability sufficient to amortize costs not provided for by the tariff.

Item
601 ANCILLARY SERVICES AND SERVICE FEATURES

1. The Company, may, at its option, maintain customer owned equipment, subject to the availability of suitable labour. Charges will be based upon the Company's loaded cost for labour and materials.
2. A range of miscellaneous ancillary services is available. Generally, these may be described as means of enhancing the operating convenience of specific customer's systems. Examples are: teleprinter alarm systems, visual and audible; minor modifications to teleprinters, etc.
 - a) A non-recurring charge or,
 - b) Monthly rentals.

Item
701 MISCELLANEOUS SERVICES AND SERVICE FEATURES

Where not otherwise provided for, when a customer requires the use of the Company's facilities or to perform services to meet specific needs, the Company may levy a charge upon the customer for such facilities used or services performed based upon the particular circumstances associated with that particular customer's requirements.

(D)

SPECIAL SERVICES
CUSTOMER DESIGNED SERVICES

(D)

This page is reserved for future use.

SPECIAL SERVICES

CUSTOMER DESIGNED SERVICES

Item 702 OCCUPANCY RATES FOR RADIO SITES

1. General

The Company's radio sites were designed primarily to provide those facilities necessary for the communications systems originally installed and for orderly additions up to pre-determined equipment densities.

Where there is excess capacity beyond that required for normal growth, the Company will accommodate plants owned by or leased to an outside party under the terms and conditions outlined below.

Conditions

- (a) On a written request from the customer, access to the Company's radio sites shall be provided with written authorization from the Company and under the direct supervision of the Company's personnel or its authorized contractors or agents. The Company does not permit any unescorted access to its radio sites by customers.
- (b) Any installation, maintenance, move, rearrangement and repair of the equipment owned by the customers at the radio sites will be allowed only under the direct supervision of the Company's personnel or its authorized contractors or agents. Such escorts will be rated and billed as per the Company's Tariff CRTC 3001, Item 305 in addition to the cost of the employee's travel time, transportation cost and lodging for each visit as may be required.
- (c) All connections of the customer-owned and Company equipment at radio sites shall be performed by the Company's personnel or its authorized contractors or agents.
- (d) All other terms and conditions as detailed in the Company's approved Tariff CRTC 3010 will apply in addition to any other conditions stipulated with the provision of these services.

2. Rates for Rental of Space in Buildings

	<u>Per Sq.Ft. Per Month</u>	<u>Minimum Per Month</u>	
Premium Site Rental Rate	11.61	174.15	(C)(A) (D)

Note: Minimum floor space per relay rack is 15 sq. ft.

SPECIAL SERVICES
CUSTOMER DESIGNED SERVICES

Item 702 OCCUPANCY RATES FOR RADIO SITES (cont'd)

3. Rates for Rental of Site Space on Cleared Land

	<u>Premium Sites</u>	
	<u>Road Access</u>	<u>Helicopter Access</u>
<u>Customer Owned Building</u> (max. height 10') Minimum		
Site Charge (min. 100 sq. ft.).....	\$303.00	\$333.00
Rate Per sq. ft.....	3.05	3.35
<u>Customer Owned Poles</u> (up to 40' above ground level (AGL))		
Unguyed.....	81.90	95.15
Guyed.....	123.00	133.00
<u>Customer Owned Tower</u>		
Self Supporting	155.00	175.00
Guyed.....	310.00	351.00
Towers higher than 100'	Note	Note

(D)

Note: Quotation on request with rate subject to individual evaluation of available space.

SPECIAL SERVICES
CUSTOMER DESIGNED SERVICES

Item 702 OCCUPANCY RATES FOR RADIO SITES (cont'd)

4. Power Rates	Monthly charge <u>Per Watt/Month</u> (Notes)
<u>Commercial Power</u>	
AC Power no Standby.....	0.33
AC Power with Standby.....	0.35
DC Power.....	0.49
 <u>Prime Power Road Accessible Sites</u>	
AC Power.....	0.23
DC Power.....	0.34
 <u>Prime Power helicopter Accessible Sites</u>	
AC Power.....	0.54
DC Power.....	0.81

- Notes: a) Minimum AC charge per site – 600 watts per customer.
b) Minimum DC charge per site – 100 watts per customer.

(A) (C)
|
(A)
|
(D)
|

5. Antenna Attachment to Company Owned Towers

Definitions

“*Antenna*” means a transmission device for the emission and/or reception of electromagnetic waves or signals by other wireless media.

“*Building*” means the building(s) that are owned or controlled by Northwestel and that are associated with a Tower at a Tower Site.

“*Site Preparation Charge*” means the charge to the Customer for the Site Preparation Work.

“*Site Preparation Work*” means all necessary work which must be carried out to provide the service requested by the Customer at the Tower Site(s) in question including, without limitation, any necessary construction, installation, design modifications or other modifications to the Tower Site(s) to accommodate the WSO Equipment.

“*Tower*” means all structures owned or controlled by Northwestel that support the placement of Antennas, including building rooftop or building side mounts, ground-mounted posts, ground-mounted pipes, ground-mounted poles or ground-mounted masts.

“*Tower Site*” means the site owned or controlled by Northwestel upon which a Tower and the associated Building(s) are located.

SPECIAL SERVICES
CUSTOMER DESIGNED SERVICES

Item
702

OCCUPANCY RATES FOR RADIO SITES (cont'd)

5. Antenna Attachment to Company Owned Towers (cont'd)

(M)(N)

“*WSO Equipment*” means all equipment, facilities and accessories owned by the Customer located at a Northwestel Site and includes the Customer’s Antenna(s).

“*Wireless System Operators (or “WSOs”)*” includes cellular service operators, public broadcasters, private radio system operators and service operators providing specialized mobile radio/enhanced mobile radio, fixed station services, mobile services and person communications services. A WSO must have received an appropriate radio authorization as defined under the *Radiocommunications Act* and maintain such authorization in effect.

Conditions

1. Antenna Attachment Service is provided under the terms and conditions of this Tariff Item.
2. Antenna Attachment Service is offered only where appropriate Tower space, Building space, floor space, facilities and necessary resources are available, as required, at the Tower Site in question, after the current and future needs of Northwestel are taken into account. These facilities and resources include, for example, but without limitation, adequate entrance ducts, riser space, and power. Requests for Antenna Attachment Service will be accommodated on a first-come, first-served basis, based on the date of submission of a completed application for Antenna Attachment Service. Northwestel is not obligated to retain existing, or acquire additional, Tower Sites, Towers, land, Buildings, plant or equipment, relinquish Building space, floor space, Tower space or Facilities designated for Northwestel future use, or undertake new construction to accommodate a request for Antenna Attachment Service.
3. Connection of WSO Equipment at a Tower Site to Northwestel's network or a Northwestel service shall be carried out only by Northwestel personnel or by an agent or contractor hired by Northwestel for that task, at the Customer’s expense. The use and interconnection of the WSO Equipment to Northwestel’s network, Facilities or service must conform to all applicable Tariff requirements and Northwestel or other technical standards, codes and regulations.
4. That portion of the facilities connecting WSO Equipment located at a Tower Site to the next immediate Customer site, where applicable, shall be either owned by the Customer or provided by Northwestel, and must conform to all applicable Tariff requirements and Northwestel or other applicable technical standards, codes and regulations.
5. Customers are required to meet all applicable health, safety, security, labour, environmental and technical standards or codes, regulatory requirements, and Northwestel operating procedures, guidelines or requirements, as specified or provided for by Northwestel in this Tariff Item or any other applicable Northwestel Tariff, or as otherwise prescribed by Northwestel or required by lawful authority. Without limiting the generality of the foregoing, the WSO Equipment shall comply with all technical standards established and amended from time to time including, without limitation, all Canadian Standards Association and applicable governmental standards (such as Industry Canada and Department of Communications certified standards), and any and all network performance and/or other standards established and amended from time to time by Northwestel, and the Customer shall provide Northwestel with written confirmation as to such compliance upon request.

(M) – Rates changed and moved to CRTC 3010, 5th Revised Page 18

SPECIAL SERVICES
CUSTOMER DESIGNED SERVICES

Item
702

OCCUPANCY RATES FOR RADIO SITES (cont'd)

(N)

5. Antenna Attachment to Company Owned Towers (cont'd)

6. The Customer is responsible for securing from Industry Canada, and maintaining in effect, all necessary authorizations as may be required by Industry Canada or any other lawful authority. The Customer shall provide to Northwestel, upon request, a copy of all applicable authorizations, and shall notify Northwestel of any changes or revocations to any applicable authorization.
7. In order to ensure compliance with the foregoing and that any other conditions specified in this Tariff Item are maintained by the Customer, Northwestel has the right to inspect the Customer's installation of WSO Equipment and facilities, without notice, and to make subsequent and periodic inspections of the WSO Equipment and facilities to ensure continued compliance. Northwestel shall provide the Customer with written notice of any non-compliance and a period of thirty (30) days, or such other period of time as reasonably determined by Northwestel, to remedy such non-compliance, failing which Northwestel shall be entitled, but not obligated, to remedy such non-compliance or remove the applicable WSO Equipment and terminate the Antenna Attachment Service in question, in either case at the Customer's expense and without incurring any liability of any kind to the Customer. Notwithstanding the foregoing or any other provision of this Tariff Item, where any failure to comply with the provisions of this Tariff Item, or any other situation or circumstance poses an immediate threat to the safety of Northwestel's employees or any other persons, interferes with or poses a threat to the integrity of Northwestel's property, Facilities, equipment or network or that of a third party, or interferes with the performance of Northwestel's services or those of any third party, Northwestel may perform such work or take whatever action Northwestel deems necessary or advisable to remove such threat or interference, without prior notice to the Customer, without incurring any liability of any kind to the Customer. All reasonable costs incurred for such work and/or actions shall be paid by the Customer. Where such threat or interference cannot be removed by Northwestel in a timely manner, using commercially reasonable efforts, Northwestel shall be entitled, at the Customer's expense, to remove the applicable WSO Equipment and terminate the Antenna Attachment Service in question upon written notice to the Customer, without incurring any liability of any kind to the Customer with respect to such removal and termination.
8. Northwestel does not assume responsibility for the design, engineering, testing, or performance of the end-to-end services operated or offered by the Customer, and design and engineering of the radio system and peripherals shall not be undertaken by Northwestel. The Customer assumes all responsibility for the selection and use of the WSO Equipment, notwithstanding any Northwestel approval or requirements relating to, among other things, standards. The Customer represents and warrants to Northwestel that it has selected the specific item(s) comprising the WSO Equipment and has not relied in any way upon Northwestel regarding the suitability, choice, function, design or operation of such WSO Equipment. The Customer acknowledges and agrees that it is responsible to ensure that the WSO Equipment meets its requirements.
9. Northwestel is not liable for any act or omission on the part of the Customer or its employees, agents or contractors arising from or associated with the furnishing of service by the Customer to its end-customers.
10. Subject to 702.5.2 Antenna Attachment Service shall be available when a Customer requests the use of either or both the Tower and associated Building(s) on a Tower Site.
11. Placement and removal of WSO Equipment at a Tower Site is subject to the prior written approval of Northwestel, and will only be performed by Northwestel personnel or agents hired by Northwestel, at the Customer's expense.

SPECIAL SERVICES
CUSTOMER DESIGNED SERVICES

Item
702

OCCUPANCY RATES FOR RADIO SITES (cont'd)

5. Antenna Attachment to Company Owned Towers (cont'd)

(N)

12. In requesting Antenna Attachment Service from Northwestel, the Customer shall submit to Northwestel all working drawings, specifications, maintenance procedures and other related documentation and information as may be required by Northwestel. This information shall include, but not be limited to, power consumption of the WSO Equipment and the associated Canadian Standards Association (CSA) approval, and shall be in such form as may be required by Northwestel.
13. Once accepted and approved by Northwestel, no variation, amendment or change to the aforementioned documentation shall be made by the Customer without Northwestel's prior written approval. Each change order per Tower Site shall be subject to an additional charge not less than the Consultation Fee provided for in this Tariff Item. Subsequent modifications which the Customer may request to existing Antenna Attachment Service shall be treated as a new request for Antenna Attachment Service.
14. The Customer shall pay, upon invoice, a one-time Consultation Fee to Northwestel, in accordance with this Tariff Item, for each request for Antenna Attachment Service. This fee will cover the cost of assessing the availability of the Tower, associated Building(s) and other Northwestel facilities required to accommodate the Customer's request for Antenna Attachment Service, as well as the cost of developing an estimate of the Site Preparation Charge, as applicable, for the specified Tower Site(s). The Customer shall pay the Consultation Fee regardless of whether or not Northwestel accepts or rejects a request, or whether the Customer proceeds with the service requested.
15. Upon receipt of notification from the Customer that it wishes to proceed with the site preparation for the requested Antenna Attachment Service, Northwestel shall proceed with the Site Preparation Work, at the expense of the WSO. The Site Preparation Charge shall be paid by the Customer upon invoice. Northwestel may, at its option, require full or partial payment in advance of the Site Preparation Charge, or the provision of appropriate security in lieu thereof. The Customer shall pay the Site Preparation Charge whether or not the Customer proceeds with the service requested.
16. Access to the Building(s) by the Customer's personnel must be arranged through prior request to Northwestel and upon approval from Northwestel. Access will be provided by Northwestel under the direct supervision of Northwestel personnel at all times, at the maintenance charge rate.
17. Such access shall be limited to specific individuals identified to Northwestel by the Customer in the manner specified in Item 702.5.18 below. Upon arrival at the Tower Site(s) and, at all times upon request while at the Tower Site(s), such individuals shall provide appropriate identification. At all times while at the Tower Site(s), such individuals shall wear visible identification as specified by Northwestel. Such individuals will comply with all Northwestel rules, regulations, policies and procedures, including all safety and security measures in effect, while at the Tower Site(s).
18. Northwestel may require at any time that the Authorized Personnel be subject to the same security restrictions and clearance processes and procedures and/or bond coverage as Northwestel may require of its own employees.
19. Northwestel reserves the right to expel any person (including the Authorized Personnel) from, or to deny, limit or restrict access by any person (including the Authorized Personnel) to, the Tower Site(s), including the Building(s) thereon, at any time where Northwestel, in its discretion, considers such action to be necessary or appropriate due to security or safety considerations.

SPECIAL SERVICES
CUSTOMER DESIGNED SERVICES

Item
702

OCCUPANCY RATES FOR RADIO SITES (cont'd)

5. Antenna Attachment to Company Owned Towers (cont'd)

(N)

20. Access to the Tower(s) on Tower Sites is restricted to Northwestel personnel or Northwestel's authorized contractors or agents. Northwestel or its authorized contractors or agents shall perform all installation and maintenance in respect to the Customer's Antenna(s) on the Tower(s) on the Tower Site(s).
21. The Customer may request Northwestel to perform installation and maintenance services in respect to the WSO Equipment located in the Building(s). If Northwestel agrees to perform this work, all installation and maintenance services provided by Northwestel shall be provided only as and when specifically instructed by the Customer.
22. In no event shall Northwestel be liable to the Customer in the event of inadequate power, heat or other utility services, the loss of utility services or failure to provide utility services.
23. The Customer shall not cause or permit to be caused, any nuisance to, or interference with, the equipment or services of Northwestel or any third party, nor interfere with or in any way impair the rights of Northwestel or any other party authorized by Northwestel to use the Tower Site or the Tower(s) or Building(s) located on the Tower Site.
24. The Customer shall, at its own expense, prevent and eliminate any and all nuisance to, or interference with, the equipment or services of Northwestel or any other party authorized by Northwestel to use a Tower Site, for which the Customer is responsible. If the Customer fails to take any steps to prevent and eliminate such nuisance or interference after having been notified by Northwestel to do so or, in the opinion of Northwestel, any precautionary or remedial measures taken by the Customer do not eliminate or sufficiently reduce such nuisance or interference, Northwestel reserves the right to take whatever corrective action Northwestel deems necessary, without incurring any liability to the Customer, and to charge the Customer for all costs incurred by Northwestel in order to eliminate or reduce the nuisance or interference. Northwestel also reserves the right to remove the WSO Equipment, in whole or in part, from the Tower Site and terminate the related Antenna Attachment Service if such nuisance or interference continues, or if Northwestel deems the cause of the nuisance or interference to be incapable of correction, without Northwestel incurring any liability to the Customer in respect of such removal and termination of service.
25. Use of the Tower Site, Tower(s) or associated Building(s) is subject to any applicable rules, regulations, policies or restrictions adopted by Northwestel or imposed by a third party including, without limitation, the owner of the property upon which the Tower Site is located, or any legal requirements or agreements which, from time to time, govern use of such property. Such rules, regulations, policies or restrictions, legal requirements or agreements shall include, without limitation, Northwestel policies, procedures and practices, applicable collective agreement provisions, zoning restrictions, other municipal by-law provisions, restrictive covenants, rights-of-way, servitudes or terms and conditions in leases between Northwestel and the owner of such property. Northwestel shall not be liable to the Customer or its customers for any acts or omissions of the owner of the property upon which the Northwestel Site is located where Northwestel is not the owner thereof, including the exercise by the owner of any rights it may have pursuant to any lease or other agreement with Northwestel in respect to such property.

SPECIAL SERVICES
CUSTOMER DESIGNED SERVICES

Item
702

OCCUPANCY RATES FOR RADIO SITES (cont'd)

5. Antenna Attachment to Company Owned Towers (cont'd)

(N)

26. Notwithstanding any other provisions in Northwestel's Tariffs, the Customer shall:

- a) indemnify and save harmless Northwestel, its directors, officers, employees and agents from and against any and all manner of liabilities, awards, claims, demands, suits, proceedings, actions, causes of actions or other claims which may be brought or made against Northwestel or such persons or which Northwestel or such persons may be come subject to;
- b) be liable to Northwestel, its directors, officers, employees and agents for any and all manner of losses, costs, charges, expenses and damages (including, without limitation, damage to property and personal injury or death resulting there from and any other direct losses, costs, charges, expenses and damages of Northwestel or such person, including costs as between a solicitor and his own client), which Northwestel or such persons may sustain, pay or incur;

as a result of, arising out of, or in connection with:

- c) any act or omission of the Customer in connection with the performance of its obligations under this Tariff Item;
 - d) any acts or activities in respect to the WSO Equipment or its installation, use, inability to use, operations or maintenance or the use or occupation of the Tower Site by the Customer;
 - e) damage to the Tower Site or any personal property (including loss of use thereof) of Northwestel or any third party or physical injury (including death resulting therefrom) caused directly or indirectly by the WSO Equipment or by the Customer, its employees, agents or contractors;
 - f) any disruption in service provided by Northwestel or any third party to any other party as a result of, arising out of or in connection with the presence, installation, use, operation or maintenance of the WSO Equipment or any acts or omissions of the Customers, its employees, agents or contractors; or
 - g) relating in any way to any breach or violation on the Tower Site of any federal, provincial, municipal or other governmental or regulatory statutes, bylaws, regulations and rules in effect for the environment, occupational safety, health or transportation, caused directly or indirectly by the Customer or any person for whom it is in law responsible or over whom the Customer may reasonably be expected to exercise authority or control.
27. Notwithstanding any other provision of this Tariff Item, Northwestel shall under no circumstances be liable to the Customer or any party claiming through or under the Customer for any claim for lost profits, lost revenue, failure to realize expected savings, loss of use or any other commercial or economic loss of any kind, or any punitive, exemplary, special, indirect, incidental or consequential damages, whether or not Northwestel has been advised of the possibility of such potential losses or damages, and the Customer indemnifies and holds harmless Northwestel in relation to the foregoing.

SPECIAL SERVICES
CUSTOMER DESIGNED SERVICES

Item
702

OCCUPANCY RATES FOR RADIO SITES (cont'd)

(N)

5. Antenna Attachment to Company Owned Towers (cont'd)

28. In no event whatsoever, regardless of the form or cause of action or the number of claims asserted, shall the aggregate liability of Northwestel and its servants, employees, directors, officers, and agents to the Customer and any third party for all claims in any way connected with this Tariff Item exceed, on a cumulative basis, the total amount of recurring charges paid by the Customer to Northwestel for the Antenna Attachment Service in respect to the specific Tower Site at which the cause of action arose, during the twelve (12) month period immediately preceding the date of the cause of action (or, where no specific Tower Site is involved, the average amount of recurring charges paid by the Customer over all Tower Sites for Antenna Attachment Service during such period).
29. The Customer shall not be entitled to any claim against Northwestel in the event of Northwestel's failure to provide services or any other failure to perform where such failure is directly or indirectly caused by or results from a breach by the Customer of its obligations under this Tariff Item, or by an event or events beyond the reasonable control of Northwestel. These events shall include, but not be limited to, fire, flood, explosion, earthquake, accident, other disaster, telecommunications line failure, power failure, civil disturbance, riot, sabotage, laws imposed after the fact, war, rationing, embargoes, strikes or labour problems, delays in transportation, acts of God or acts of government.
30. The Customer shall, at its own expense, maintain the following insurance coverage for so long as it subscribes to the Antenna Attachment Service under this Tariff Item:
 - a) Commercial general liability insurance in an amount of not less than \$20,000,000 per occurrence insuring against bodily injury (including death), property damage (including loss of use thereof), employers contingent liability, blanket contractual liability, environmental liability and where applicable, products liability. Such policies shall provide for severability of interests and cross liability and name Northwestel as an additional insured.
 - b) "All Risks" property insurance (including flood and earthquake) and, where applicable, broad form boiler and machinery insurance naming Northwestel as an additional insured, insuring all property of every kind owned by the Customer or for which the Customer is legally liable located in or on the Tower Site including, without limitation, the WSO Equipment and any leasehold improvements made by the Customer in or on the Tower Site.
 - c) Automobile liability insurance on a non-owned form including contractual liability and on an owner's form covering all licensed vehicles operated by or on behalf of the Customer, which insurance shall have inclusive limits of not less than \$2,000,000.
 - d) Workers Compensation coverage or its Provincial or Territorial equivalent, for all employees is any, engaged by the Customer in accordance with the laws of the Province or Territory in which the Customer operates.
 - e) Any other form of insurance which the Customer or Northwestel, acting reasonably, requires from time to time in form, in amounts and for risks against which a prudent Customer would insure.
 - f) The Customer shall provide to Northwestel, prior to installation of the WSO Equipment and upon request thereafter, documents proving insurance coverage, renewals and changes in the form of a certificate of insurance, issued and signed by the insurer. The Customer shall ensure that its insurer provides Northwestel with thirty (30) days prior written notice of cancellation or material change on any insurance policies provided above.

SPECIAL SERVICES
CUSTOMER DESIGNED SERVICES

Item
702 OCCUPANCY RATES FOR RADIO SITES (cont'd)

5. Antenna Attachment to Company Owned Towers (cont'd)

- (N)
31. In the event that Northwestel requires additional space on the Tower Site, Tower(s) or Building(s) or elects to relocate, evacuate, dismantle, decommission, abandon, sell, transfer or otherwise dispose of a Tower Site, or the Tower(s) or Building(s) located on a Tower Site, Northwestel shall provide the Customer with written notice of same and the Customer shall make arrangements, at its expense, to remove or relocate the WSO Equipment from the Tower Site, Tower(s) or Building(s), as the case may be, within ninety (90) days of the date of the written notice from Northwestel, or such later date for removal as may be specified by Northwestel in such notice. In the event that the Customer does not remove the WSO Equipment in question or make alternative arrangements with Northwestel for the WSO Equipment on or before the removal date pursuant to the notice from Northwestel, the WSO Equipment may be removed and disposed of at the discretion of Northwestel without further notice or compensation to the Customer, and without any liability being incurred on the part of Northwestel to the Customer.
 32. The Customer may use the WSO Equipment for its own purposes, or may lease or sublease the WSO Equipment for use by other parties that have received (and maintain) appropriate radio authorization as defined under the Radiocommunications Act upon the prior written consent of Northwestel. The Customer must provide Northwestel, upon request and prior to the effective date of such lease or sublease, a copy of all applicable authorizations granted to such other parties, and subsequently from time to time upon request. Any such licensee or sublicensee shall be bound by the provisions of this Tariff Item.
 33. The Customer shall, upon request, furnish to Northwestel legal documents which evidence its ownership of the WSO Equipment. Any change in ownership of the WSO Equipment shall be subject to the prior written consent of Northwestel. Any transferee of the WSO Equipment must comply with the provisions of this Tariff Item.
 34. In the event of a transfer of ownership of the WSO Equipment, the Customer shall ensure that all related software licenses, warranties and any other ancillary rights associated with the WSO Equipment are transferred or assigned to the transferee of the WSO Equipment, and shall provide to Northwestel evidence of same.
 35. Failure of the Customer to adhere to the obligations of this Tariff Item and other applicable Tariff Items will result in termination of the Antenna Attachment Service and removal, at the Customer's expense, of the WSO Equipment, after Northwestel having provided the Customer with written notice of such default and a period of thirty (30) days within which to cure such default, and where such default remains unremedied at the end of such thirty (30) day period. Such termination and removal of the WSO Equipment shall be without liability on the part of Northwestel to the Customer. Northwestel shall be entitled, in its sole discretion, to immediately terminate the Antenna Attachment Service and remove, at the Customer's expense, the WSO Equipment, if the Customer becomes insolvent, ceases to do business in the normal course, is adjudged bankrupt, makes a general assignment for the benefit of creditors, if a receiver or receiver-manager is appointed or if the Customer takes the benefit of any statute in force for the winding up or liquidation of corporations. Such termination and removal of the WSO Equipment shall be without liability on the part of Northwestel to the Customer.

SPECIAL SERVICES
CUSTOMER DESIGNED SERVICES

Item 702 OCCUPANCY RATES FOR RADIO SITES (cont'd)

5. Antenna Attachment to Company Owned Towers (cont'd)

Rates for Antenna Attachment to Company Owned Towers

(M)(C)

Non-recurring Charges

Consultation Fee (Note 1)	Actual Cost Incurred
Site Preparation Fee (Note 2)	Actual Cost Incurred

Monthly Recurring Charges

Tower Space (Note 3)	
Type 1 Antenna	\$60.00 per month
Type 2 Antenna	\$300.00 per month
Special Antenna	\$3.90 per sq.ft. of projected area per month

- Notes:
1. Consultation Fee covers the cost of the preliminary work which is required to be carried out in order to assess the availability of the Tower, associated Building(s) and other Northwestel facilities required to accommodate the Customer's request for Antenna Attachment Service, as well as the cost of developing and estimate of the Site Preparation Charge, as applicable, for the specified Tower Sites. The Consultation Fee is a combination of, but not limited to, Northwestel labour charges as per CRTC 3001, item 305 and tower analysis study costs.
 2. Site Preparation Fee refers to the costs associated with all necessary work which must be carried out to provide the service requested by the Customer at the Tower Site(s) in question including, without limitation, any necessary construction, installation, design modifications or other modifications to the Tower Site(s) to accommodate the WSO Equipment.
 3.
 - a) Type 1 Antenna: UHF/VHF or similar antennae attached directly to the radio tower or parabolic antenna less than 4 feet in diameter.
 - b) Type 2 Antenna: UHF/VHF or similar antenna attached to a pinwheel, boom or similar structure or parabolic antenna 4 feet in diameter or greater but not exceeding 10 feet.
 - c) Special Antenna: Any antenna that is not considered to be a Type 1 or Type 2 Antenna.

(M) – Rates changed and moved from CRTC 3010, 1st Revised Page 11

For explanation of symbols see Page 1

Issued: 14 April 2004

Approved in Telecom Order CRTC 2004-175, 31 May 2004

© 2004 Northwestel Inc.

Effective: 28 June 2004

TN_806

SPECIAL SERVICES

Item

706

INTERCONNECTION WITH THE EQUIPMENT AND FACILITIES OF TELESAT CANADA

(N)

1. General

- (a) In this Tariff "Telesat" means Telesat Canada.
- (b) This Item, pursuant to Telecom Letter Decision CRTC 89-10, provides for the connection of Company-provided equipment and facilities with those of Telesat for use by Telesat in providing service or facilities to their customers. This Item prescribes the terms and conditions relating to such connection or use by Telesat and their customers, including the restrictions, protections and terms of compensation applicable to such connection or use.
- (c) Insofar as reasonably applicable and not inconsistent with this Item, the Company's Tariffs, 3001 through 3009 including any amendments thereto or replacements thereof, extend and apply to this Item. The Company's Terms of Service, Tariff 3001, Section I including any amendments thereto or replacements thereof, apply with such modifications, as the circumstances require.
- (d) Upon request, and subject to the conditions set out in this Item, the Company will provide connections to Telesat for the purpose of furnishing data service, voice service, or both, on condition that the request sufficiently specifies the type of connection, the name and address of the Telesat customer where required for installation or billing purposes and the proposed location and technical requirements of the requested connections.
- (e) The provision of such connections as set forth in the Item does not constitute a joint undertaking with Telesat in the furnishing of any service.
- (f) In the furnishing of such connections the Company is not responsible to the customers of Telesat for end-to-end service.
- (g) Telesat is considered to be the Company's customer with regard to the connections provided under this Item.
- (h) Charges for message toll service provided through any connections furnished to Telesat will be billed to and be payable by Telesat's customer. For such message toll service, Telesat's customer will be deemed to be the Company's customer.
- (i) The Company does not make any representation that its equipment and facilities are adapted or will remain adapted for use in connection with Telesat-provided equipment and facilities.

SPECIAL SERVICES

Item

706 INTERCONNECTION WITH THE EQUIPMENT AND FACILITIES OF TELESAT CANADA (cont'd)

(N)

1. General (cont'd)

- (j) Telesat will furnish or arrange to furnish to the Company, at no charge, adequate equipment space and electrical power required by the Company to provide the connections under this Item at Telesat premises, or at their customer's premises, as appropriate.
- (k) The Company reserves the right to change in whole, or in part, the design, function, operation or layout of its equipment, apparatus, lines, circuits or devices as it considers necessary. The Company shall not be responsible to Telesat or their customers for any of their equipment, apparatus, lines, circuits, or devices, either in whole or in part, which cease to be compatible with the Company's facilities or become inoperative because of such changes to the Company's equipment, apparatus, lines, circuits or devices. The Company will, however, provide Telesat with 3 months advance notice of minor changes and one year advance notice of major changes to the design, function, operation or layout of its equipment, apparatus, lines, circuits or devices.
- (l) Telesat will furnish or arrange to furnish to the Company, at no charge, any additional facilities or protective apparatus as required because of the particular use or hazardous locations of the connections.
- (m) Where a connection is furnished by the Company to Telesat under this Item, the following conditions shall apply:
 - i) The operating characteristics of any equipment or communication system provided by Telesat or by their customer shall be such as not to interfere with any of the services offered by the Company;
 - ii) The equipment or system provided by Telesat or by their customer shall not endanger the safety of Company employees or the public; shall not damage or interfere with the proper functioning of the Company's equipment or facilities; and shall not impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's service;
 - iii) Upon notice from the Company that the equipment or system provided by Telesat or by their customers is causing or is likely to cause such hazard or interference, Telesat shall take such steps as shall be necessary to remove or prevent such hazard or interference; and
 - iv) In the case of customer-provided equipment or facilities, the interface with the Company's equipment or facilities shall comply with General Tariff 3001, Section 8

SPECIAL SERVICES

Item

706 INTERCONNECTION WITH THE EQUIPMENT AND FACILITIES OF TELESAT CANADA (cont'd)

(N)

2. Definitions

In this Item:

Circuit means one or more facilities which, connected in tandem, provide a single transmission path between two or more points.

Type 1T Connection means the connection of a circuit owned or leased by Telesat to the Company's local central-office switching equipment through a circuit owned by the Company.

Type 2T Connection means the connection of a circuit owned or leased by Telesat to a customer's equipment or facilities or a customer's centrex facility which in turn is connected to the Company's central-office switching equipment or to a Company private circuit.

Voice Service means a two-way telecommunications service involving direct real-time voice communications between two or more natural persons, but does not include a service the voice aspect of which is limited to the coordination or setting up of a data service.

Data Service means a telecommunications service other than a voice service.

Customer means a person for whom telecommunications equipment, facilities or service have been provided by Telesat.

Person includes a partnership, firm, body corporate or politic government or department thereof and the legal representatives of such person.

Supplemental Equipment is that equipment required to provide the functions requested by Telesat to meet Telesat specified design parameters and is in addition to that equipment provided under Tariff 3003.

User means a sharing group or a customer of a reseller using Telesat's telecommunications services for the user's private communications needs.

SPECIAL SERVICES

Item

706 INTERCONNECTION WITH THE EQUIPMENT AND FACILITIES OF TELESAT CANADA (cont'd)

(N)

3. Restrictions Upon Use

- (a) Where a Type 1T or Type 2T connection is intended or used for the purpose of providing voice service, the following restrictions apply in addition to any other terms or conditions imposed by Telesat:
- i) the service utilizing such connection shall be limited to the private communications needs of a customer or a user;
 - ii) one end of the transmission circuit provided by Telesat, which is used by the service utilizing such connection, must be terminated at the customer's or user's premises or at a Centrex facility dedicated to the customer or user;
 - iii) the transmission circuit provided by Telesat, which is used by the service utilizing such connection, shall be dedicated to the private use of the customer or the user; and
 - iv) in respect of a Type 1T connection only, the transmission circuit provided by Telesat, which is used by the service utilizing such connection, may not pass through a Telesat or reseller switch between such connection and the customer's or user's premises.
- (b) Where a Type 1 or Type 2T connection is intended or used for the purpose of providing data service, the restrictions in Item 706.3(a) shall be applicable, provided that Telesat may apply to the Commission for an order removing such restrictions on a case-by-case basis where Telesat provides evidence satisfactory to the Commission that:
- i) by reason of the technical, economic or operational characteristics of the service, it is unlikely that the connection will be used significantly for voice service, or that if so used, it is likely that the voice service will be subject to the restrictions in Item 706.3(a);
 - ii) Telesat will take such measures as the Commission may deem appropriate from time to time to ascertain whether or not the connections are being used significantly for voice service, other than as restricted by the terms in Item 706.3(a); and
 - iii) in the event that the connections are being used significantly for voice service other than as restricted by the terms in Item 706.3(a), the restrictions in Item 706.3(a) will be re-imposed in respect of data service.
- (c) Where a Telesat interexchange circuit is connected to a customer's equipment or facility that is also connected to the PSTN, charges shall apply, per Item 706.6, unless connection between the two is precluded and an affidavit to that effect is provided by the subscriber to the telephone company.

SPECIAL SERVICES**Item****706 INTERCONNECTION WITH THE EQUIPMENT AND FACILITIES OF TELESAT CANADA (cont'd)****(N)****4. Supplemental Equipment**

- (a) To the extent that supplemental equipment can be made available with reasonable effort, and is consistent with the Company's normal provision of equipment for its own services and facilities, the Company will provide to Telesat, upon reasonable notice, supplemental equipment to be associated, as required, with Type 1T and Type 2T connections provided under this Item. The Company reserves the right to select and use the appropriate equipment to provide the following, in order to meet specified Telesat requirements:
- i) Signalling Conversion, which is the change in signalling from that received from the signalling output of the terminal or switching equipment to the signalling required;
 - ii) Two-wire to Four-wire Conversion, which is the change in transmission from a single two-way transmission path as received from the output of the terminal or switching equipment to two one-way transmission paths.
 - iii) Voice-frequency Gain, which is the change in the transmission signal level from that received from the output of the terminal or switching equipment to the transmission signal level required.

5. Additional Engineering, Labour and Trouble Reporting

- (a) Additional engineering will be provided at the request of Telesat for engineering consultation to obtain technical advice, which is not related to a specific order.
- (b) Additional labour will be provided at the request of Telesat to meet the following situations:
- i) installation and repair work performed outside of regular working hours;
 - ii) joint testing performed at the time of installation or prior to provision of the Telesat service;
 - iii) standby time to make co-ordinated tests by both the Company and Telesat on a given facility; and
 - iv) other labour as agreed to by the Company and Telesat not included in the above.

SPECIAL SERVICES

Item**706 INTERCONNECTION WITH THE EQUIPMENT AND FACILITIES OF TELESAT CANADA (cont'd)****(N)****6. Rates, Rentals and Charges**

Compensation for the connections provided under this Item will be in accordance with the following:

- (a) Compensation for the Company-provided connections shall be payable by Telesat to the Company.
- (b) The rate group classification for the exchange where the end-point of the service is located shall determine the applicable monthly rates and rentals.
- (c) For a Type 1T Connection the monthly rates provide for a connection to the Company's local central-office switching equipment designated to serve the geographical area in which the Earth Station or Telesat Central Office is located. Where the Type 1T Connection is extended from an exchange other than the exchange in which the Earth Station or Telesat Central Office is located, a monthly inter-exchange distance charge also applies as specified in Tariff 3003. Other rates and charges may also apply for the provision of additional Company-provided equipment or facilities when required by Telesat for the provision of service by Telesat to their customers.
- (d) Where a Type 1T Connection is used for voice or data service which originates or terminates outside the local-service areas specified in Tariff 3009 within which the end-point of the service is located, a monthly contribution charge of \$300.00 per circuit will apply.
- (e) For a Type 2T Connection, where the connection requires the provision by the Company to Telesat of a local channel or an inter-exchange channel, the applicable rentals and charges for the provision of such channel are specified within the Company's Tariff 3003. Where the connection requires the provision by the Company of any other facilities or equipment, appropriate rentals and charges will apply as specified in the Company's tariffs.
- (f) Where a Type 2T Connection is used for voice or data service, which originates or terminates outside the local-service areas specified in Tariff 3009 within which the end-point of the service is located, a monthly contribution charge as calculated under Item 706.6(d) above, applies.

SPECIAL SERVICES**Item****706 INTERCONNECTION WITH THE EQUIPMENT AND FACILITIES OF TELESAT CANADA (cont'd)****(N)****6. Rates, Rentals and Charges (cont'd)**

- (g) Rates for supplemental equipment will be developed on a special assembly basis as required.
- (h) Service charges apply for the provision of one or more units of Supplemental Equipment at each location where such equipment is provided other than at the time of the initial provision of the Type 1T or Type 2T Connection (see General Tariff 3001, Item 302).
- (i) Labour and engineering services supplied will be charged at the standard rates in effect at the time.
- (j) A service charge applies when facility make-up information is specifically requested by Telesat Canada. This charge will be based on actual labour required at standard labour rates in effect at the time.
- (k) Non-recurring service connection charges as per Tariff 3001, Item 302 will apply.

This page is reserved for future use.

(D)

SPECIAL SERVICES

Item**708 PRIVATE VHF RADIO REPEATER STATION SYSTEM****(N)****1. Application**

This provides for the provision and maintenance of a System of VHF Radio Repeater Stations and associated equipment to be implemented in two phases in the Northwest Territories for the Government of the Northwest Territories.

2. Rates

In addition to appropriate tariffed rates, a non-recurring provisioning charge applies:

- (a) for Phase I of \$437,340.00; and
- (b) for Phase II of \$218,670.00.

3. Limitations of Liability

In the event of any inconsistency between the agreement entered into with the customer and the limitation of liability provisions in the Company's Terms of Service in CRTC 3001, the Terms of Service shall prevail.

This page is reserved for future use.

(D)

SPECIAL SERVICES

Item

710 DIGITAL RADIO FACILITIES – ALASCOM

1. Description

This arrangement provides for the lease of 5 DS-3 digital radio facilities to Alascom to interconnect its systems.

(C)

2. Contract Period and Termination

10 years, commencing 01 January 1996 up to and including 31 December 2005. Upon 90 days notice, Alascom is entitled to a one-year extension. The agreement will not be extended past 2010.

(C)

(C)

3. Termination Charges

Upon 12 months notice, are equal to the present value of the monthly payments remaining to 31 December 2005 using an annual discount rate of 10 percent.

(C)

(C)

4. Rates

Monthly charges in U.S. funds are:

<u>Contract Year</u>	<u>Monthly Payments</u>
1996	\$317,083.00
1997	283,333.00
1998	245,833.00
1999	212,500.00
2000	179,167.00
2001	154,167.00
2002	129,167.00
2003	112,500.00
2004	95,833.00
2005	83,404.00
2006 – 2010	75,000.00

(C)

5. Limitation of Liability

Should any of the digital carriers become unavailable and such failure not caused by the fault, negligence or failure of Alascom, its servants, agents or employees, Northwestel shall upon request allow Alascom a per minute credit determined by the portion of the digital carrier capacity affected for the length of the interruption, and Alascom shall have no other claim, demand, action or suit against Northwestel, its servants, agents or employees arising out of or in any way related to such interruption, whether caused through the negligence of Northwestel or otherwise. Such credit shall be equal to the then applicable monthly payment expressed on a per-minute basis multiplied by the total minutes of outage, further prorated by the portion of total capacity affected.

SPECIAL SERVICES

This page is reserved for future use.

(D)

SPECIAL SERVICES

Item

711 ARRANGEMENTS

1. General

The Company furnishes the following arrangements:

- (a) Partial Cable-distribution System (Item 712);
- (b) Use of Support Structures (Item 713).

(D)
(D)

2. Terms and Conditions

The following terms and conditions, which are in addition to those specified in Items 712 and 713, apply to each of these arrangements:

- (a) The Terms of Service, Items 1 to 22 of this Tariff, apply with such modifications, as the circumstances require.
- (b) The lessee is to enter into an agreement with the Company. The terms of the agreement are governed by this Tariff and should there be any contradiction, conflict or variance between the provisions of the agreement and the provisions of this Tariff, the provisions of this Tariff prevail.

(C)

(C)

3. Definitions

In this Item,

Aerial Support Structures consist of the following: poles; strands including, where applicable, cable rings; guys; anchors and miscellaneous hardware items associated with the foregoing. These structures are located within or outside of the exchange are of one or more of the Company's exchanges and are either owned by the Company or are those on which it possesses rights entitling it to allow the placement of the lessee's facilities.

Cable-Television Undertaking of Lessee means a duly licensed Cable-Television undertaking providing a lawful service as prescribed by the appropriate regulatory authorities.

Conduit means a reinforced passage or opening in, on, over or through the ground or watercourse capable of containing communications facilities and includes main conduits, laterals to poles and into buildings, underground dips, short sections or conduit under roadways, parking lots and similar conduit installations but excludes manholes and central-office vaults.

SPECIAL SERVICES

Item

711 ARRANGEMENTS (cont'd)

4. Definitions (cont'd)

Conduit Connections are those parts of lessee-provided conduits affixed to the underground support structures that consist of the following:

- (a) .3 meter of this conduit, where it enters a Company manhole, measured from the inside wall of the latter.
- (b) the lessee "Y" connection and conduit for a distance of .9 meter when the lessee's conduit is connected to the Company's conduit, measured from the centre line of the Company's conduit at the point of intersection and along the lessee's conduit.

Guy is an assembly of strand, clamps or similar devices and where applicable, insulators between poles or a pole and an anchor rod for the purpose of transferring strand tensions or other transverse loads.

Joint-use Agreement is an agreement between the Company and a third party, providing for the right to use the support structure of the other party.

(C)
(C)

Lessee is a cable television undertaking or telecommunications carrier authorized to use the Company's support structures, as the context so requires.

(N)
(N)

Lessee's Facilities are those parts of the lessee's system that consist of cable (e.g. coaxial, fibre optic), amplifiers, tap units, equipment housing, power supply housings, electronic components, power supplies, subscriber drop wires and related equipment, including as the case may be, strands and guys, but excluding any other structure required by the lessee to distribute service to his subscribers.

(C)

Manhole includes handhold and pull box.

Move is the change of location of a support structure with or without rearrangement of facilities installed thereon or therein.

Rearrangement means the change of location of the lessee's, Company's or joint user's facilities from one point to another on or in the same support structure.

Replacement is the substitution of support structures or facilities of the lessee, Company or joint user or any part of such support structures or facilities by other support structures or facilities or any part of same.

Strand or Suspension Strand means any group of wires twisted together, strung under varying degrees of tension between poles or between a pole and a building used to support the lessee's or Company's facilities or both of them.

SPECIAL SERVICES

Item

711 ARRANGEMENTS (cont'd)

4. Definitions (cont'd)

Strand Span is a section of strand strung between two poles or between a pole and a building.

Subscriber Drop Wire means the section of coaxial cable that extends from a subscriber tap unit on the lessee's distribution cable to the premises of the lessee's subscriber or subscribers placed for the purpose of providing service to such subscriber or subscribers. For greater certainty, a section of coaxial cable used by the lessee to extend the service he provides to more than one building is deemed to be a section of distribution cable, not a subscriber drop wire.

Support Structures include both aerial support structures and underground support structures.

Telecommunications Carrier means a carrier as defined in Section 2 of the *Telecommunications Act*.

Transfer means the removal of the lessee's, Company's or joint user's facilities from one support structure and the installation of the same facilities on or in another support structure.

Underground Support Structures include conduits and manholes but exclude central-office vaults. These structures are located within or outside of the exchange area of one or more of the Company's exchanges and are either owned by the Company or are those on which it possesses rights entitling it to allow the installation of the lessee's facilities.

(D)

These pages are reserved for future use.

3rd Revised Page 33
2nd Revised Page 34
2nd Revised Page 35

(D)

SPECIAL SERVICES

Item

713 USE OF SUPPORT STRUCTURES BY CABLE TELEVISION UNDERTAKINGS AND TELECOMMUNICATIONS CARRIERS (C)

1. (a) The Company provides to the lessee the use of support structures for the installation of his facilities where such spare capacity is available and such use will not interfere with the rights of any joint user, other lessee and/or the Company. (C)

In all circumstances, the Company has priority access to support structures in order to meet its current and anticipated future service requirements. (C)

- (b) Notwithstanding Item 3, the lessee is to obtain and maintain easements, servitudes, rights-of-way, privileges, municipal consents or other interests on or in land or watercourses, and crossing rights from railways, pipelines and other utilities, and written consents to his activities by any joint user or other third party as may be necessary for the placement, maintenance and operation of his facilities on or in support structures and is to provide written evidence of same upon request by the Company. Where the Company is entitled to grant permission to use easements, servitudes, rights-of-way, privileges, municipal consents or other interest on or in land or watercourses, and crossing rights from railroads, pipelines and other utilities, and written consents to the lessee's activities by any joint user or other third party as may be necessary for the placement, maintenance and operation of the lessee's facilities on or in support structures, the lessee shall be granted such rights and the Company shall provide written evidence of such rights upon request by the lessee. In the event of default on the part of the lessee in complying with the present sub-item, the Company may, upon notice to him, terminate forthwith only the permit covering the affected support structure.

- (c) Nothing contained in this Tariff is to be deemed to limit, restrict or prohibit the Company from honouring existing or entering into future joint-use agreements regarding support structures used or offered under this Tariff and the agreement with the lessee. (C)

- (d) The Company has the right to set and enforce construction standards based on safety and technical requirements, provided that those standards do not unreasonably impede access by other telecommunications carriers and cable television undertakings. (C)

2. The lessee's application for use of support structures is to be in writing. When the lessee has an existing presence on a support structure, they are only required to notify the Company that they intend to place one or more additional subscriber drop(s). Furthermore, notification is also required where the only use of the pole is for attachment of the lessee's subscriber drop(s). (C)

3. At the time of any application for use of support structures the lessee is to be the holder of all required authorizations from the appropriate regulatory authorities regarding the territory he serves or intends to serve and is to furnish documentary evidence of same at the request of the Company.

SPECIAL SERVICES

Item

713 USE OF SUPPORT STRUCTURES BY CABLE TELEVISION UNDERTAKINGS AND TELECOMMUNICATIONS CARRIERS (cont'd) (C)

The types of services provided by the lessee must be provided in accordance with applicable legislation and regulation. The type of plant placed on or in the Company's support structures is subject to restrictions related to safety and technical requirements referred to in Sub-item 1(d) above. (C)

4. The Company issues a permit to the lessee allowing him to use the support structures as described in the permit. Should the lessee not start the installation of his facilities on or in the support structures specified in the permit within 60 days from the date of the permit, the Company may require re-submission of the application subject to the rentals and charges specified herein. The Company does not guarantee that any conduit assigned in the permit is in good condition and unobstructed. All work and material required to make such conduit usable by the lessee, including backfilling and repaving where applicable, are to be performed and provided by him at his expense. (C)
5. An additional application for use of support structures is required for additions to, rearrangements, transfers, replacements or removals of the lessee's equipment in underground support structures and facilities for which a rental is provided for in this Tariff. (C)
6. Cable television undertakings and telecommunications carriers are permitted to construct, maintain and operate their own plant and equipment on or in the Company's support structures, using their own labour force or contractor, subject to the terms and conditions contained in this tariff or in any support structure agreement approved by the Commission. (C)
7. Work, for which an application for use of support structures is required, is to be performed only after the lessee has notified the Company in writing, at least 20 days in advance, of the person, firm partnership or corporation, including the lessee, that is to perform the work. Within 15 days of receiving such notice, the Company may, based on objectively reasonable grounds, notify the lessee that the person or entity that is to perform the work (excluding the lessee) is unacceptable, and the work cannot be performed on that basis. (C)
8. The Company has no obligation to provide any support structures when such support structures do not exist. When the Company elects to place or obtain such support structures for the use of the lessee a charge, based on the expense incurred, applies.
9. When the Company decides to remove any support structures it will give notice of at least 60 days to the lessee of the termination of the permit for the affected support structures. The lessee is to remove his facilities from the Company's support structures at his expense and within that period.

SPECIAL SERVICES**Item****713****USE OF SUPPORT STRUCTURES BY CABLE TELEVISION UNDERTAKINGS AND
TELECOMMUNICATIONS CARRIERS (cont'd)**

10. When the lessee has removed his facilities he is to notify the Company which will then terminate the affected permit or permits.
11. The lessee is responsible for the following at his expense:
 - (a) to install, maintain, rearrange, replace, repair, remove or transfer his facilities or perform any other work, all to meet the Company's requirements and within the time period specified by the Company;
 - (b) to rearrange, replace, remove or transfer his facilities located on or in support structures or perform any other work at the request of and within the time period specified by a third party who is exercising his rights.
12. Rentals and charges applicable are stated in the following sub-items. The Company may require the lessee to pay in advance any of the charges or estimated charges stated in this Tariff.
13. A charge, based on the expense incurred, applies for all work required to determine availability of support structures and to estimate charges for any work on, in or near the support structures or the Company's or joint-user's facilities required to implement each of the lessee's applications or each of the lessee's requests for such work as required for the installation of subscriber drop wires.
14. A charge, based on the expense incurred, may apply for inspections and verifications made by the Company as provided for in the agreement with the lessee.
15. A charge, based on the expense incurred, applies for any work performed on, in or near the support structures or the Company's or joint-user's facilities to meet the lessee's requirements, including, but not limited to, any additional investment or advance planned investment or reinforcement required in order to serve the lessee's requirements.
16. In the event of a dispute between the Company and the lessee respecting the reasonableness of any charge made under any one of Sub-items 13, 14 and 15, either party may apply to the Canadian Radio-television and Telecommunications Commission for settlement.
17. After notice to the lessee that he is to perform work under the terms and conditions of the Company's Tariffs or the agreement and after his failure to do so within the time period specified the Company may perform such work and a charge applies based on the expense incurred.
18. Support structure users may not assign, sub-let, sub-license or otherwise transfer their access to support structures to third parties without the Company's prior written consent, which consent shall not be unreasonably withheld.

(C)

For explanation of symbols see Page 1

Issued: 04 June 1998

Approved in Telecom Decision CRTC 1995-13, 22 June 1995

Approved in Telecom Order CRTC 1996-1484, 18 December 1996

© 1998 Northwestel Inc.

Effective: 01 August 1995

(C)

SPECIAL SERVICES

Item

713 USE OF SUPPORT STRUCTURES BY CABLE TELEVISION UNDERTAKINGS AND TELECOMMUNICATIONS CARRIERS (cont'd)

(C)

|

(C)

19. The rental charges specified in this Sub-item apply for each month for the permitted use of support structures. They are payable monthly in advance and apply to all permits in force on the enumeration date.

(C)

(a) Pole

|

The rental charge that follows applies to each pole, either owned by the Company or on which it possesses rights entitling it to allow placement of the lessee's facilities, as follows:

- i) for all of the lessee's strands permitted to be attached to such pole;
- ii) when (i) is not applicable, for all of the Company's strands supported by such pole, which strands the lessee is permitted to use;
- iii) when (i) and (ii) are not applicable, for all other of the lessee's facilities, except subscriber drop wires, permitted to be attached to such pole.

For greater certainty there shall be only one rental per lessee for each pole in any circumstance

Monthly Rental Charge \$ 0.80

(C)

(b) Strand

(C)

|

The rental charge that follows applies to each strand span or portion thereof owned by the Company or on which it possesses rights entitling it to allow the placement of the lessee's facilities, for each lessee's cable having a maximum outer diameter of 30.5 millimetres permitted to be attached to such strand.

Monthly Rental Charge \$ 0.24
(Note 1)

(C)

Note 1: Based on an average strand span of 36.58 metres and in accordance with Telecom Decision CRTC 95-13 rate of \$0.20 per 30 metres or equivalent.

SPECIAL SERVICES

Item

713 USE OF SUPPORT STRUCTURES BY CABLE TELEVISION UNDERTAKINGS AND TELECOMMUNICATIONS CARRIERS (cont'd)

(C)
|

19. (cont'd)

(c) Conduit

The rental charge that follows applies to each 30 metres of conduit or fraction, accumulated for each lessee's distribution area, owned by the Company or on which it possesses rights entitling it to allow the placement of the lessee's facilities, for each lessee's cable having a maximum outer diameter of 30.5 millimetres permitted to be installed in an underground support structure. A minimum charge equivalent to the following rentals applies for each such lessee's cable permitted to be installed in an underground support structure in each of the following conditions:

(C)
|

- (i) when the lessee's cable is permitted to use a conduit for a distance of less than 30 metres; or
- (ii) when the lessee's cable is permitted to enter a manhole through a conduit but using less than 30 metres of conduit; or
- (iii) when the lessee's cable is permitted to leave a manhole through a conduit but using less than 30 metres of conduit; or
- (iv) when the lessee's cable is permitted to use a manhole without using a conduit to enter or leave the manhole.

Monthly Rental Charge.....\$2.25

(C)

SPECIAL SERVICES

Item

714 EASTERN NORTHWEST TERRITORIES RATE STABILITY PLAN CONTRACTS

(V)

1. Description

As part of the eastern Northwest Territories acquisition, Northwestel agreed to honour all existing Rate stability Plan Contracts. The contract number, expiry date and month rate are listed below for all such contracts. When a customer wants to add equipment to one of these contracts, Northwestel will do so if equipment is available. It will be added as an addendum to the original contract and will expire at the same time as the original contract. The rates in Northwestel's General Tariff CRTC 3001 will apply.

2. Contract Period and Termination

Existing contracts will be honoured until the date of expiry of each individual contract.

3. Termination of these contracts will be governed by the terms outlined in the original contract.

4. Rates

Monthly rates are those of the original contract.

<u>Contract #</u>	<u>Expiry Date</u>	<u>Monthly Rate</u>	<u>Contract #</u>	<u>Expiry Date</u>	<u>Monthly Rate</u>
1008A33	1993/10	17.00	1413A35	1998/11	35.90
10090A23	1998/10	22.20	1418A30	1997/03	.35
10251A23	1998/10	20.60	1418A30	1997/04	.05
10320A26	1994/06	73.85	1418A30	1998/01	72.25
10320A26	1999/06	23.15	1506A38	1994/07	19.00
10528A6	1998/03	38.55	1590A45	2000/12	17.65
10625A6	1998/04	25.00	1619A25	1997/04	7.00
11404A23	1999/03	33.60	1641A37	2000/04	78.25
11475A6	1992/09	122.65	1642A1	1996/03	96.50
11475A6	1997/09	39.60	1642A1	1996/05	115.00
11768A35	1994/03	211.30	1762A35	1999/03	38.25
11768A35	1994/05	1.80	1808A45	1994/02	46.60
11768A35	1999/03	28.85	1808A45	2001/02	15.30
11821A23	1999/04	23.20	18694A23	1998/01	23.20
12068A23	1998/01	8060	1901A37	2000/10	78.10
12068A23	1999/06	20.60	1904A35	1999/04	33.55
12109A23	1994/06	69.40	1905A35	1999/04	46.10
12423A23	1994/09	77.95	1921A35	1999/05	32.85
1242A15	1992/03	2.20	1958A37	2000/11	55.55
1242A15	1993/04	71.30	1959A37	2000/11	78.80
12510A23	1999/09	20.60	1960A37	1995/05	3.15
1291A7	1995/01	304.15	1960A37	2000/12	91.85
1296A23	1992/08	78.00	2040A18	1992/11	4.35
1296A23	1994/08	15.00	2040A18	1993/07	4.90
1296A23	1999/11	23.20	2050A35	1999/05	47.65
13158A23	2000/09	28.40	2200A37	2001/05	54.70
1370A35	1998/11	33.55			

(M)

(M) – Moved from CRTC 3010, Pages 41A, 41B, 41C and 42

For explanation of symbols see Page 1

Issued: 26 January 1999

Effective: 01 March 1999

Approved in Telecom Order CRTC 1999-164, 1 March 1999

© 1999 Northwestel Inc.

SPECIAL SERVICES

Item

714 EASTERN NORTHWEST TERRITORIES RATE STABILITY PLAN CONTRACTS

(D)(M)
(V)

4. Rates

<u>Contract #</u>	<u>Expiry Date</u>	<u>Monthly Rate</u>	<u>Contract #</u>	<u>Expiry Date</u>	<u>Monthly Rate</u>
2236A35	1999/06	28.85	3391A18	1995/10	.70
2237A35	1999/06	28.85	3399A18	1995/11	4.20
2277A35	1999/06	32.00	3408A18	1996/01	266.80
2310A35	1994/07	108.85	3408A18	1996/01	1410.25
2310A35	1999/07	35.85	3408A18	1996/01	4.20
2445A35	1999/09	38.25	3455A35	2000/01	38.25
2625A18	1994/02	3.45	3458A18	1966/02	50.00
2625A18	1994/06	13.80	3470A18	1996/01	.70
2625A18	1994/07	3.45	3471A18	1996/02	.70
2625A18	1994/08	31.85	3494A35	2000/01	27.05
2625A18	1999/08	13.30	3498A18	1996/04	2.45
2635A35	1999/09	29.65	3498A18	1996/04	.70
2647A35	1999/09	44.55	3506A18	1996/04	2.45
2734A35	2001/08	20.00	3506A18	1996/04	.70
2814A45	2001/10	22.10	3548A18	1996/05	.70
2820A35	1999/10	26.50	3620A18	2001/09	.70
2875A35	1999/11	29.65	3622A35	2000/02	40.60
2898A35	1999/11	40.60	3803A35	2000/02	31.20
2966	1992/02	6.30	3950A35	2000/03	64.45
2970A35	1999/11	54.70	4025A35	2000/03	35.05
2986A18	1994/08	3.50	4025A35	2000/04	26.50
3015A35	1999/11	52.40	4030A35	2000/03	28.85
3017A35	2000/01	35.90	4038A35	2000/03	26.50
3048A18	1999/09	1.60	4049A25	2001/01	20.60
3078A18	1994/11	1.40	4071A35	2000/04	38.35
3109A18	1994/11	2.10	4077A35	2000/03	35.90
3135A18	1995/01	2.80	4128A35	2000/04	26.50
3138A18	1994/05	2.80	4153A35	2000/04	39.05
3138A18	1994/07	8.20	4186A35	1995/04	72.80
3138A18	1995/01	12.10	4186A35	2000/04	19.70
3138A18	1995/01	150.35	4371A35	1995/05	72.80
3143A18	1995/01	46.80	4439A35	2000/06	33.80
3181A18	2000/03	39.90	4591A35	2000/06	22.05
3214A35	2000/01	57.20	4717A35	2000/06	35.90
3269A35	2000/01	33.30	4741A11	1997/12	85.00
3313A18	1995/03	2.45	4863A35	2000/07	21.80
3339A18	1995/10	.70			

(M) – Moved from CRTC 3010, Pages 42-45

SPECIAL SERVICES

Item

714 EASTERN NORTHWEST TERRITORIES RATE STABILITY PLAN CONTRACTS

4. Rates

<u>Contract #</u>	<u>Expiry Date</u>	<u>Monthly Rate</u>	<u>Contract #</u>	<u>Expiry Date</u>	<u>Monthly Rate</u>
4871A35	1997/07	110.55	6068A35	2001/04	31.20
4871A35	2000/07	40.60	6082A35	2001/04	22.05
4910A35	1997/07	78.00	6138A35	2001/06	26.50
4910A35	2000/07	31.75	6160A35	2001/05	25.20
4988A35	2000/08	32.00	6242A35	1998/06	55.60
5147A35	2000/07	35.90	6242A35	2001/06	24.15
5166A35	2000/09	25.20	6265A35	2001/07	31.20
5246A35	2000/08	35.90	6340A35	2001/07	22.90
5366A11	1995/10	269.65	6408A35	2001/09	31.20
5366A11	1998/10	84.05	646A35	2001/09	36.70
5395A11	1991/10	309.05	8515A23	1997/11	26.60
5395A11	1991/10	103.00	8563A23	1997/12	19.70
5395A11	1991/10	69.50	9005A26	1998/10	15.05
5403A35	2000/10	28.85	9340A23	1995/03	62.05
5480A35	1995/05	2.80	9340A23	1998/03	29.20
5480A35	2000/06	3.15	9421A23	1998/03	18.00
5480A35	2000/10	40.35	9524A6	1997/06	39.60
5480A35	2001/02	.70	9866	1999/02	20.25
5523A35	1997/11	130.90			
5523A35	2000/11	63.05			
5556A35	2000/11	28.85			
5584A35	2000/11	38.25			
5702A35	2000/12	24.40			
5796A35	1996/04	77.97			
5796A35	2001/04	28.60			
5799A11	1994/11	18.70			
5799A11	1997/02	135.25			
5813A35	1996/01	73.45			
5813A35	2001/01	24.40			
5867A35	1998/02	77.50			
5867A35	2001/02	33.55			
5884A35	2001/02	39.05			
5899A35	1999/03	52.35			
5910A35	2001/02	50.00			
5941A35	2001/03	28.85			
5968A35	1998/04	92.50			
5968A35	2001/04	36.70			
6012A35	1996/04	100.80			
6012A35	2001/04	34.35			
6056A35	2001/02	28.85			

(D)(M)
(V)

(M) – Moved from CRTC 3010, Pages 45-47

For explanation of symbols see Page 1

Issued: 26 January 1999

Effective: 01 March 1999

Approved in Telecom Order CRTC 1999-164, 1 March 1999

© 1999 Northwestel Inc.

The following pages are intentionally left blank and reserved for future use:

7th Revised Page 42
7th Revised Page 43
7th Revised Page 44
7th Revised Page 45
2nd Revised Page 46
2nd Revised Page 47
2nd Revised Page 48
2nd Revised Page 49
2nd Revised Page 50

SPECIAL SERVICES

Item 716 CUSTOM-DESIGNED PRIVATE PACKET NETWORK

1. This customer-designed arrangement provides for central-office located equipment as a part of a customer's private packet network. These items are provided under the terms of a two-tier contract and may be provided in each of the Stentor-owned companies' territories.

2.

	Vintage	Single Payment	Tier B Monthly Rate	Service Charge	
1. QMY560F Pony Shelf	December 1992	\$12,860.00	(Note 1)	\$ 2,470.00	(C)
2. QEN Y564 PE386 2 Meg Upgrade	December 1992	1,770.00	(Note 1)	435.00	
3. QPA164 8 Port V.24 PI	December 1992	3,700.00	(Note 1)	500.00	(D)
5. NT9P02 Blank Card	December 1992	45.00	(Note 1)	370.001	(D)
7. Switching Centre Space and Power (per cabinet)	December 1992		\$450.00	-	
8. GDC DS-5/R Modem Shelf	December 1992	4,000.00	7.00	365.00	
9. GDC NMS961OR/M Modem	December 1992	1,199.00	10.00	400.00(x)	
9a. Spare	December 1992	1,199.00	-	400.00(x)	
10. GDC DPS-7A Power Supply	December 1992	860.00	3.00	400.00	(N)
11. GDC NMS9610 Intelligent Font Panels		1,600.00	106.00	400.00	(N)
12. MT8P67An 20; Cable		55.00	-	340.00	(N)
13. 596 R/M Modems		335.00	-	100.00	

(x) A service charge \$75.00 applies for each additional modem installed on same order

Note 1: Labour rates apply as per CRTC 3001, Item 305 Installation, Maintenance, Move, Rearrangement and Repair Service.

This page is reserved for future use.

(D)

SPECIAL SERVICES

Original Page 53

Item

717 SPECIAL ASSEMBLY CONTRACTS

(N)

<u>Contract #</u>	<u>Type</u>	<u>Item Description</u>	<u>Effective Date</u>	<u>Expiry Date</u>	<u>Total Monthly Amount</u>
YKN-W-11	Rental	36A4 Key System, 4 Int ccts	81/03/13		\$ 90.55
	Rental	CK36A4 Link Termination	81/03/13		11.40
	Rental	CK36A4 Line Termination	81/03/13		35.50
NWT-Y-12	Tier B	Printers (3)	82/03/15	92/03/15	64.25
	Tier B	PBX, SL-1 Standby Power	82/03/15	92/03/15	74.15
	Tier B	PBX, SL-1M Operator Console	82/03/15	92/03/15	93.25
	Tier B	PBX, SL-1 Line Cards (3)	82/03/15	92/03/15	56.85
	Tier B	PBX, SL-1 Trunk Cards (4)	82/03/15	92/03/15	107.90
	Tier B	FM5000 Call Accounter	82/03/15	92/03/15	160.00
5732	Tier A	SL-1M Upgrade to Meridian 1 Option 21	92/07/28	97/07/28	\$ 843.00
	Tier B	SL-1M Upgrade M1021 Maintenance	92/07/28	97/07/28	220.00
NWT-Y-14	Tier B	PBX, SL-1M Line Cards	83/01/21	93/01/21	\$ 463.45
	Tier B	PBX, SL-1M Trunk Cards	83/01/21	93/01/21	103.40
	Tier B	PBX, SL-1M Operator Console	83/01/21	93/01/21	46.05
	Tier B	Power Plant	83/01/21	93/01/21	123.55
NWT-Y-1	Tier B	Battery Backup	85/05/13	95/05/13	\$ 21.15
YKN-W-17	Rental	PBX, SG1A toll Denial, ea Local	84/03/01		\$ 49.50
	Rental	SG1A CO Trunk Termination Unit	84/03/01		34.65
	Rental	PBX, SG1A Basic Hotel/Motel pkg	84/03/01		59.60
	Rental	PBX, SG1A Series A 0-35 Locals	84/03/01		432.00
	Rental	PBX, SG1A Paging Access	84/03/01		9.40
NWT-Y-18	Tier B	Line Drivers (2)	88/04/01	98/04/12	\$ 8.80
YKN-W-19	Tier B	PBX, SL-1M, 20 Trunks, 200 Lines	89/04/12	99/04/12	\$ 1,400.00
	Tier B	PBX, SL-1M Generic 737 Memory	89/04/12	99/04/12	157.00
NWT-Y-20	Tier B	NEC PF-1 Facsimile	89/04/12	99/04/12	\$ 43.70
NWT-Y-21	Tier B	Bit V Facsimile	89/04/12	99/04/12	\$ 36.40
YK-W-22	Tier A	PBX, SX20 Common Equipment	90/07/11	95/07/11	\$ 86.95

For explanation of symbols see Page 1

Issued: 06 August 1993

Effective: 27 August 1993

Approved in Telecom Order CRTC 1993-726, 27 August 1993

© 1993 Northwestel Inc.

(D)

This page is reserved for future use.

SPECIAL SERVICES

Original Page 55

Item
720

DIGITAL CIRCUIT

(N)

1. The 56 kbps digital circuit provides for high speed combination digital/analogue transmission channel on a point-to-point basis between Seayuk and Balta for a specific customer.
2. This service is cancellable on 90 days notice following a minimum one-year contract period for the combined analogue/digital facilities.
3. A monthly charge applies (Seayuk to Whitehorse)..... \$ 990.00
A monthly charge applies (Whitehorse to Balta) 5,000.00
4. One-time payment for dedicated equipment \$ 7,188.62
5. Installation charges per CRTC 3001, Item 309.
6. If and when 56 kbps digital circuit service is offered as a general tariff item, the rates, terms and conditions of that general tariff item shall apply, replacing those of this item.

Item

721 AUDIO FEED (CONFERENCE BRIDGE INTERFACE)

(N)

This Special Assembly provides the customer with an audio feed (conference bridge interface) which connects to an internal audio programming distribution system. This service allows the customer to listen to the audio programming system through their telephone sets. Access to the audio feed is achieved by entering an access code from the customer's centrex sets.

1. Rates

The following monthly charges apply:

Conference, Tone and Digit Switch (CT) Card..... \$ 180.00

Tie Trunkper CRTC 3001, Item 706

Installation, moves and rearrangementsper CRTC 3001, Item 305

Note 1: A maximum of 29 access code callers can use this feature at one time.

SPECIAL SERVICES**Item****722****9-1-1 PUBLIC EMERGENCY REPORTING SERVICE – WHITEHORSE & AREA****(N)****1. Application**

9-1-1 Public Emergency Reporting Service is provided to customers with primary exchange service equipped for outward local calling or Centres II PBX service in Whitehorse and the surrounding area – more particularly described in the Customer Rate Base below – pursuant to an agreement with the Government of Yukon.

2. Description

The service provides facilities, as specified in the agreement to deliver 9-1-1 dialed calls to a communication centre (also known as a “Public Safety Answering Point”) and to deliver calls from the Public Safety Answering Point to the emergency response agencies.

3. The Government of Yukon, not the Company, is responsible for all aspects of emergency response, including locating, configuring, providing, operating, managing and staffing the Public Safety Answering Point, answering and forwarding the call, and the emergency response.

4. Features

The service provides the Company’s customers with 3-digit dial access (9-1-1) to emergency response agencies via a Public Safety Answering Point.

5. The following features are provided to support 9-1-1 operators at a Public Safety Answering Point in handling 9-1-1 dialed calls:

- (a) Automatic Number Identification (“ANI”)

The ANI feature displays, when technically feasible, the telephone number of the primary exchange service that originates the 9-1-1 call to the 9-1-1 operator

- (b) Originator Hold
(c) Ringback
(d) Force Disconnect
(e) Fast Transfer

The operator of features is dependent upon the accuracy of the Company’s records and information received from the Government and others.

6. Overflow call capability is provided as required.
7. Physical route diversity for the 9-1-1 system is not available.

SPECIAL SERVICES

Item

722 9-1-1 PUBLIC EMERGENCY REPORTING SERVICE – WHITEHORSE & AREA (cont'd)

8. Customer Rate Base

The service area, as defined by the Government of Yukon in the agreement, takes into consideration the serving area of the various emergency response agencies and is limited by the extent of Northwestel's cable facilities from the DMS-100/200 exchange in Whitehorse and associated remote exchanges at Marsh Lake, McPherson, Wolf Creek, Porter Creek and Caldwell.

9. The Customer Rate Base is based on combinations of certain NXXs (specifically, 633, 667, 668 and 393-4XXX) and service class categories. The customer rate base consists of all business and residential customers that receive primary exchange service equipped for outward local calling or Centrex II PBX service within the service area and includes Ruraltel customers and assigned public cellular telephone numbers (CRTC 3001, Item 1311)

(C)
|

10. The Customer Rate Base excludes certain Ruraltel services that are not within the service area of Whitehorse based response agencies, and all Cellular 400 and Manual Mobile services, regardless of whether or not 9-1-1 Public Emergency Reporting Service may be accessible from those services. In addition, no charges will apply for access to the service from the following service classes; public pay telephones, 800 service, Zenith, outwats and Northwestel's OCS lines.

11. Rates

The monthly rates charged to those within the customer Rate Base are as follows:

Each primary exchange service equipped for outward local calling	\$0.32
Centre II PBX service (each line)	\$0.03

12. Confidentiality of Customer Information

The Company provides to the Government of Yukon, its employees, servants, agents or contractors, solely for the operation of 9-1-1 Public Emergency Reporting Service, ANI information associated with the service that originates the 9-1-1 call, when technically feasible. The provision of this information by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity.

ANI information for unlisted services is confidential and is provided as an exception to General Tariff CRTC 3001, Item 11.1 Confidentiality of Customer Records and Item 404 Omission of Primary Listing, for the sole purpose of responding to 9-1-1 calls. The party calling 9-1-1 forfeits the privacy afforded under CRTC 3001, Items 11.1 and 404 to the extent that the ANI information associated with the originating telephone (which in the case of two-party service may be the information associated with the other party depending on the telephone set) is provided to the Government of Yukon, its employees, servants, agents or contractors.

13. Additional Terms and Conditions

Additional terms and conditions apply under the agreement.

SPECIAL SERVICES

Item
723

Reserved for Future Use.

(D)

This page is reserved for future use.

SPECIAL SERVICES**Item****725 56 KBPS AND 32 KBPS ADPCM DIGITAL CIRCUITS****Description**

1. The purpose of this service is to provide a high speed dedicated 56 kbps channel on a point-to-point basis between northern locations to Edmonton and North Bay, and a 32 kbps ADPCM channels between northern locations to Edmonton and North Bay, for a specific customer under a month-to-month contract.
2. Gateway Access – will allow the customer's Digital Network Access to connect their on-site equipment to the Company's Central Office located earth station equipment.
3. Space Segment – Both 32 kbps ADPCM and 56 kbps space segment will be provisioned over one of the Company's full period transponders. These circuits will allow the customer's Edmonton and North Bay based earth station to communicate with the Company's northern located Central Office located earth stations. All space segments will be full period and dedicated to the specific customer.
4. Installation Charges – will be assessed for the provisioning of equipment in Northwestel's Community Satellite Earth Stations and for the establishment of the space segment. Installation charges will be assessed as per CRTC 3001, Item 305, for new circuits as they are requested.

Rates

5. The following rates apply:

Service Components	Monthly Charges		One-time Charges
	Month-to-Month	3-Year Term (N)	Installation
Gateway Access (Note 1)	\$600.00	\$600.00 (N)	\$156.00
32 kbps ADPCM Space Segment	\$940.00	\$750.00 (N)	\$546.00
56 kbps Space Segment	\$1,500.00	\$1,200.00 (N)	\$546.00

Note 1: The monthly charges for all existing circuits of the Gateway Access components are grandfathered as of 21 December 1998. These existing circuits will continue at the monthly charge of \$400.00.

This page is reserved for future use.

(D)

Item
727**CSU/DSU FOR DSI CIRCUIT**

(N)

1. Description

This Special Assembly provides a single port or double port CSU/DSU for a local DSI Circuit.

2. Rates

The following monthly rates apply in addition to Megaplan Services – Digital Network Access CRTC 3003, Item 111:

	1 Year Contract	3 Year Contract	5 Year Contract	Service Charge
Single Port	\$ 390.00	\$ 155.00	\$ 105.00	\$ 375.00
Double Port	710.00	275.00	190.00	750.00

- 3.** Maintenance will be charged on a Time and Materials basis per CRTC 3001, Item 305. The unit may be temporarily replaced by the Company's standard CSU/DSU until the Digital Link unit is repaired and returned. The replacement unit may not support SNMP.

Notes

- 4.** V.35, RS449 or RS232 ports are available on the DTE side and T1 interface on the network side.
- 5.** Data rates are software selectable from 56K to 1.536M in increments of 56K or 64K where available facilities exist.
- 6.** The service supports AMI or B8ZS encoding.

This page is reserved for future use.

(D)

SPECIAL SERVICES TARIFF

**Item
729**

COMPREHENSIVE COMMUNICATIONS PACKAGE AT EKATI (Koala)

(C)

1. Description

This service is a special assembly to provide a Comprehensive Communications Package for a specific customer. The Communications Package is based on providing Private Branch Exchange (PBX) features from a partitioned exchange, multiplexer equipment at three locations used in connection with Digital Direct-Community™ Satellite Service (DDS), and termination of DDS in Edmonton.

2. Conditions

Provision of PBX Service from a Partitioned Exchange and the Multiplexer Equipment are provided pursuant to a special assembly agreement, which sets forth additional, terms and conditions. The minimum contract period is five years commencing from the date the special assembly services are available.

3. The monthly charges due and payable after the expiry of the one-year manufacturer's warranty period include charges for routine scheduled maintenance provided during Northwestel regular working hours. Maintenance at other than routine scheduled times or after Northwestel regular working hours, or not covered by the manufacturer's warranty, shall be charged according to Northwestel General Tariff CRTC 3001, Item 305 "Installation, Maintenance, Move, Rearrangement and Repair Service" as may be amended from time to time. The customer will arrange for and supply accommodation for technicians during maintenance trips.

4. A minimum of 14 multiplexer circuits must be purchased for the duration of the initial service period.

5. Rates

The charges to provide this service are as follows:

	Monthly Charge	Monthly Maintenance	Single Payment	Non-recurring Service Charge
PBX Service from a Partitioned Exchange	N/A	\$ 976.00 (after 1 year)	\$148,000.00	\$ 10,615.00
Multiplexer Service/Circuit	\$ 220.00	N/A	N/A	N/A
Multiplexer Equipment	N/A	N/A	44,000.00	10,000.00
Digital Direct Community Satellite: Termination in Edmonton	CRTC 3003, Item 903	N/A	N/A	CRTC 3003, Item 903

6. All other services are provided as per Northwestel's General Tariff rates.

This page is reserved for future use.

(D)

Item

731 DIGITAL COMMUNICATIONS NETWORK SERVICE TO ARDICOM DIGITAL COMMUNICATIONS INC.

(N)

Description

1. This service provides ARDICOM Digital Communications Inc. (ARDICOM) with a frame relay network interconnection 58 communities in the Northwest Territories (the "Service")

Definitions

2. Permanent Virtual Circuits (PVCs) provide connectivity among the distributed customer data equipment using logical connections.
3. **Guaranteed Bandwidth** refers to customer specified bandwidth for which transmission throughout has been guaranteed on a Permanent Virtual Circuit (PVC) basis. Bandwidth is measured in bits per second.
4. **Network Management** provides for monitoring, controlling and documenting system performance and problem resolution. It allows for creation and deletion of Permanent Virtual Circuits (PVCs), reconfiguration to adjust the bandwidth available to each PVC and the priority of
5. **Central Office** refers to the Northwestel telephone exchange building within a community.

Service Conditions

6. Additional terms and conditions apply as stipulated in the Frame Relay Service sub-contract between Northwestel and ARDICOM, including certain exceptions to the Terms of Service.
7. ARDICOM is not permitted to resell the Service to any party other than the Government of the Northwest Territories (GNWT). Pursuant to the Digital Communications Network Agreement between ARDICOM Digital Communications Inc. and the GNWT, no sharing of this Service is permitted.
8. The Service will be provisioned within its operating limitations and equipment capabilities.
9. The initial term shall be for no less than 5 years from the date the service is available to ARDICOM. After the initial contract period has expired, the Service will automatically renew for successive two-year terms unless either party gives written notice to the other 13 months prior to the end of the 5-year term or 210 days from the end of any then current renewal term.

Item

731 DIGITAL COMMUNICATIONS NETWORK SERVICE TO ARDICOM DIGITAL COMMUNICATIONS INC. (cont'd)

(N)

Service Conditions (cont'd)

10. Physical access to the Frame Relay Service is provided through the Company's Digital Network Access Service (CRTC 3010, Item 732). Alternate physical access arrangements may be provided at the Company's discretion.
11. The customer is solely responsible for the installation, operation and maintenance of customer premise equipment.
12. The Data Serving Unit (DSU) may be provided by Northwestel (as per CRTC 3003, Item 1113 & 1114) or the customer.
13. Customer provided data serving units attached to Northwestel's network must be connected through a certified network protection device in accordance with the terminal attachment standards of Northwestel.
14. Network availability and service level credits are subject to the terms and conditions stipulated in the Frame Relay Services sub-contract between Northwestel and ARDICOM.

15. Service Level Credits

Performance of the network below the service levels specified in the contract between ARDICOM and GNWT will be quantified and assessed as service level credits. Unless otherwise stated herein, the credits will be calculated on a per month, per community basis. The service level credits will be passed onto ARDICOM by Northwestel as specified in Article 2.4 of the agreement.

(a) Network Availability

In the event that a service level for network availability is not met by ARDICOM, the GNWT will be entitled to receive service level credits. The credits will be in the form of a percentage discount applied to the following costs:

- i) Transmission Costs specified in Article 3.1(b);
- ii) Incremental Transmission Costs specified in Schedule "D", Article 2(a); and
- iii) Additional Access Costs specified in Schedule "D", Article 2(b).

In the event that service level credits are due to GNWT, as related to Transmission Costs and Incremental Transmission Costs on a per month, per PVC guaranteed and non-guaranteed basis, discounts will apply as in the following table:

SPECIAL SERVICES

Original Page 69

Item

731 DIGITAL COMMUNICATIONS NETWORK SERVICE TO ARDICOM DIGITAL COMMUNICATIONS INC. (cont'd)

Service Conditions (cont'd)

Months Outside Sun Transit Period		Months Within Sun Transit Period	
Network Availability	Discount – Transmission and Per Month/Per PVC Incremental Transmission Costs	Network Availability	Discount – Transmission and Per Month/Per PVC Incremental Transmission Costs
99.7%	0%	99.5%	0%
99/2%	10%	99.0%	10%
98.7%	20%	98.5%	20%
98.2%	30%	98.0%	30%
97.7%	40%	97.5%	40%
97.2%	50%	97.0%	50%
96.7%	60%	96.5%	60%
96.2%	70%	96.0%	70%
95.7%	80%	95.5%	80%
95.2%	90%	95.0%	90%
<95.0%	100%	<95.0%	100%

Discounts involving Incremental Transmission Costs on a per month, per PVC guaranteed and non-guaranteed basis will only apply to those PVC's for which the specified service levels have not been attained

In the event that service level credits are due to GNWT, as related to Incremental Transmission Costs on a per diem, per PVC guaranteed basis, ARDICOM will credit GNWT at the per diem rate for that guaranteed PVC which was affected by the non-attained service level.

(N)

For explanation of symbols see Page 1

Issued: 22 August 1997

Approved in Telecom Order CRTC 1997-1457, 10 October 1997

8 1997 Northwestel Inc.

Effective: 10 October 1997

Item

731 DIGITAL COMMUNICATIONS NETWORK SERVICE TO ARDICOM DIGITAL COMMUNICATIONS INC. (cont'd)

(N)

Service Conditions (cont'd)

In the event that service level credits are due to GNWT, as related to Additional Access costs, ARDICOM will credit GNWT according to Northwestel's current Terms of Service.

Other service level credit arrangements between ARDICOM and GNWT may be developed as required, and according to commercially reasonable expectations.

Rates

16. As an exception to the Terms of Service, the Company's limitations of liability are specified in Article 5.2 of the contract between ARDICOM and Northwestel where such limitations are different from that specified in the Terms of Service.
17. The following rates and charges reflect a long-term service commitment between ARDICOM and Northwestel. Equipment costs are identified in Table 1.0. Transmission, access and implementation charges are identified in Tables 2.0 and 3.0. Network management, training, operation and maintenance costs are provided in Table 4.0. Table 5.0 provides a summary of all five-year contractual requirements.

Table 1.0: Frame Relay Equipment Costs

<i><u>Services Included</u></i>	<i><u>Contract Term</u></i>	<i><u>Monthly Rate</u></i>
Frame Relay Equipment Infrastructure installed in 58 communities (supports transport bandwidth ranging from DS-0 to DS-1 for each community)	5 years	\$94,166.00 per month

SPECIAL SERVICES

Original Page 71

Item

731 DIGITAL COMMUNICATIONS NETWORK SERVICE TO ARDICOM DIGITAL COMMUNICATIONS INC. (cont'd)

(N)

Rates (cont'd)

Table 2.0: Transmission Costs Between Communities – Minimum Contractual Requirement

<u>Services</u>	<u>Contract Term</u>	<u>Rates</u>
Minimum Contractual Requirement for Transmission Bandwidth: Three bi-directional Permanent Virtual Circuits (PVCs) per community. All PVCs hubbed to Yellowknife. No guaranteed bandwidth per PVC.	5 years	\$1,071.00 per month per community (3 bi-directional PVCs)

Note 1: Per community charges apply immediately upon the completion of the core frame-relay installation for that community (i.e. Central Office based electronics). The provision of Digital Network Access (DNA) service and appropriate Customer Premise Equipment (CPE) are not part of the core frame-relay installation.

Note 2: There is no incremental charge for PVCs used locally.

SPECIAL SERVICES

Original Page 72

Item

731 DIGITAL COMMUNICATIONS NETWORK SERVICE TO ARDICOM DIGITAL COMMUNICATIONS INC. (cont'd)

(N)

Rates (cont'd)

Table 3.0: Optional Incremental Transmission Services

<u>Optional Incremental Transmission Services</u> (Note 1)	<u>Contract Term</u>	<u>Rates</u>
Incremental simplex (one-direction) PVCs. All PVCs hubbed to Yellowknife. No guaranteed bandwidth per PVC>	Monthly	\$178.00 per month per simplex PVC.
Guaranteed bandwidth between NWT communities and Yellowknife. All PVCs hubbed to Yellowknife	Per Day (24-hour duration)	\$30.80 per day for each guaranteed simplex DS-0 within a given PVC.
Guaranteed bandwidth between NWT communities and Yellowknife. All PVCs hubbed to Yellowknife.	Per Month	\$308.00 per month for each guaranteed simplex DS-0 within a given PVC.

Note 1: The rates in Table 3.0 are doubled if the PVC is not hubbed to Yellowknife. Each simplex PVC contains a source and a destination Data Link Connection Identifier (DLCI). A separate and chargeable simplex PVC is created each time a unique DLCI pair is assigned.

SPECIAL SERVICES

Original Page 73

Item

731 DIGITAL COMMUNICATIONS NETWORK SERVICE TO ARDICOM DIGITAL COMMUNICATIONS INC. (cont'd)

(N)

Rates (cont'd)

Access Costs

Access to the Frame Relay Network is provided via Digital Network Access Service, CRTC 3010, Item 732

Table 4.0: Network Management, Training, Operation and Maintenance Rates

<u>Service Item</u>	<u>Contract Period</u>	<u>Monthly Rate</u>
Network Management	5 Years	Years 1-3: \$8,837.00 Years 4-5: \$4,418.00
Training	5 Years	Years 1-3: \$ 884.00 Years 4-5: \$ 442.00
Operations	5 Years	Years 1-3: \$5,303.00 Years 4-5: \$2,651.00
Maintenance	5 Years	Years 1-3: \$2,651.00 Years 4-5: \$1,326.00

The services included in Table 4.0 are not optional – they must be entered into concurrently with the 5-year contract for the Frame Relay equipment (Table 1.0) and the minimum transmission bandwidth (Table 2.0).

Table 5.0: Summary of 5-Year Contractual Requirements

<u>Service Item</u>	<u>Contract Period</u>	<u>Monthly Rate</u>
Frame Relay Equipment (Table 1.0)	5 Years	\$94,166.00 per month
Minimum Transmission Bandwidth: Three bi-directional PVCs per community (Table 2.0)	5 Years	\$1,071.00 per community
Table 4.0 (Network Management, Training, Operations and Maintenance)	5 Years	Years 1-3: \$17,675.00 Years 4-5: \$8,837.00

This page is reserved for future use.

(D)

Item

732 MULTI-DROP PACKET NETWORK

(N)

Description and Charges

1. This data network service provides multi-drop packet data switching in the Yellowknife, NT, Central Office.
2. The service is provided on a five-year contract.
3. A monthly charge of \$1,700.00 applies
4. Installation, moves and rearrangement charges apply as per CRTC 3001, Item 309.
5. Circuit charges and link charges apply as per the Company's various tariffs.

Item
733

VOICE GRADE CHANNELS FOR YUKON TERRITORIAL GOVERNMENT

1. General

- (a) All terms and conditions of private wire service, as set out in General Tariff CRTC 3003, Item 202 apply to the Yukon Territorial Government (“Government”) except as set out below.
- (b) All terms and conditions of a Multi-Departmental Mobile Radio System (“MDMRS”, or the “System”) set out below apply to Government until June 20, 2009.

2. Ownership

- (a) Ownership of the MDMRS shall reside with the Government and shall be leased to Northwestel Inc. (“Northwestel”) at a rate of \$1.00 annually. Government retains the right to sell all MDMRS facilities to Northwestel at any time until June 20, 2009 for the price of \$1.00.
- (b) All software used as a component of the MDMRS shall be under the ownership of Northwestel. Government shall have the non-exclusive right to use this software in the operation of MDMRS.
- (c) Government shall not sell, sublease or assign to or for the use of any other party or parties, any portion of the facilities, circuitry or services provided by the MDMRS.

3. Non-government Users

- (a) Northwestel shall have the right to offer the use of all MDMRS facilities to non-government users, provided that:
 - i) only highway dispatch service is offered to non-government users;
 - ii) non-government users are not permitted access to the Public Switch Telephone Network (“PSTN”) via access lines provided to the Government;
 - iii) prior notice is given to Government before private customers are allowed access to the system;
 - iv) the grade of service to Government is satisfactorily maintained;
 - v) the services provided to Government users are not used to subsidize non-government users; and
 - vi) non-government users are not permitted to share the same RF channels assigned to Government users.
- (b) Northwestel shall have the right to add MDMRS equipment to support non-government users.

4. Termination of Service

- (a) Government may terminate MDMRS service, by writing to Northwestel, under the following conditions:
 - i) if Northwestel is in breach in the terms and conditions of service and the problem is not rectified within 60 days;
 - ii) if, after 60 days notice, Northwestel is either unable to provide the acceptable grade of service or unable to respond in such a manner that would indicate their capability to provide the acceptable grade of service;
 - iii) If Northwestel is unable to maintain staff in the Yukon to address technical and management issues relative to the System;
 - iv) If management of the MDMRS is no longer located in the Yukon. Management shall mean the management of the statistical data governing the operations of the System.

(N)

For explanation of symbols see Page 1

Issued: 18 November 1998

Approved in Telecom Order CRTC 1998-1286, 21 December 1998

© 1998 Northwestel Inc.

Effective: 21 December 1998

SPECIAL SERVICES

**Item
733**

VOICE GRADE CHANNELS FOR YUKON TERRITORIAL GOVERNMENT (cont'd)

4. Termination of Service (cont'd)

- (b) Upon early termination of service, Government shall negotiate with Northwestel mutually agreed upon terms and conditions of service, provided at approved tariffed rates, until Government can arrange for an alternative communications network, or for a period of 90 days or until June 20, 2009, whichever is earliest.
- (c) Upon early termination of service, Northwestel shall have the right to negotiate and purchase all MDMRS facilities from Government at some mutually agreed upon price.

5. Blockage

- (a) Any facilities used to correct blockage caused by Government users shall be provided at the expense of Government.
- (b) Any facilities used to correct blockage caused by non-government users shall be provided at the expense of Northwestel.

6. Rates and Charges

<u>Mileage</u>	<u>Monthly Rate</u>	<u>Mileage</u>	<u>Monthly Rate</u>
1	\$ 55.09	57-60	\$ 604.27
2	67.97	61-65	643.20
3	80.67	66-70	685.11
4	93.32	71-76	731.98
5	105.40	77-83	779.93
6	117.82	84-91	785.51
7	130.24	92-100	827.60
8	142.49	101-110	866.01
9	146.63	111-121	902.69
10	158.07	122-133	945.42
11-12	176.99	134-146	989.35
13-14	195.16	147-160	1,039.14
15-16	215.63	161-175	1,110.56
17-18	238.57	176-191	1,132.69
19-20	261.22	192-208	1,210.26
21-22	281.75	209-226	1,293.18
23-24	290.20	227-245	1,379.89
25-26	305.84	246-265	1,471.66
27-29	328.79	266-286	1,568.60
30-32	357.31	287-308	1,669.11
33-35	387.26	309-331	1,773.19
36-38	418.95	332-355	1,776.98
39-41	450.23	356-380	1,883.01
42-44	481.51	381-406	1,994.96
45-48	492.83	407-433	2,110.02
49-52	527.45	434-461	2,226.86
53-56	563.39	462-490	2,346.69
		Over 490	2,464.45

D

(A)

For explanation of symbols see Page 1

Issued: 19 February 2004

Approved in Telecom Order CRTC 2004-99, 26 March 2004

© 2004 Northwestel Inc.

Effective: 16 April 2004

Item

733 VOICE GRADE CHANNELS FOR YUKON TERRITORIAL GOVERNMENT (cont'd)

(N)

8. Frequencies

- (a) Government shall obtain and be the licensee of record for all frequencies of the system from the Department of Communications, Canada.
- (b) Northwestel shall provide a detailed frequency plan for all MDMRS Base Stations.
- (c) Government shall advise Northwestel immediately upon any changes to frequencies and shall be financially responsible for any equipment changes resulting therefrom.

9. Use of system

- (a) MDMRS is a system which may be used by many customers, including the Federal Government and its agents, Government and its employees, contractors or agents. Municipal Government Agencies and Northwestel private customers as designated from time to time in order to meet the Government's operational requirements.

10. Power

- (a) Northwestel shall provide prime power or commercial power with standby backup at all sites.

11. Maintenance

- (a) Northwestel shall maintain the MDMRS in good repair so as to assure a 99.6% system availability objective over each 12-month period.
 - i) Northwestel shall respond and restore service at any repeater site within 36 hours after site availability has been established.
 - ii) During a system outage, access to the PSTN will be allowed at no charge.
 - iii) If a system failure is found to be caused by the Government's customer-owned and provided terminal.
- (b) Northwestel shall maintain the MDMRS central control switch in good repair so as to maintain a 99.9% availability objective. For each 12-month period, the total outage time shall not exceed 2 hours.
- (c) Government shall have the right to perform technical and operational audit of the MDMRS on an annual basis.

Item

733

VOICE GRADE CHANNELS FOR YUKON TERRITORIAL GOVERNMENT (cont'd)

12. Liability

- (a) Northwestel shall be responsible for replacement of all System equipment until June 20, 2009. In the event that a fire or some other act caused the equipment destruction, Northwestel will endeavour to provide equipment replacement in the shortest time possible.
- (b) Uninterrupted service is not guaranteed. The service availability objective for MDMRS is 99.6%.
- (c) Northwestel shall be responsible for damages, costs or losses arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission of equipment but this responsibility shall not exceed the proportionate circuit rental charged to Government for that portion of the System being affected.
- (d) No liability exists for:
 - i) service interruptions due to tests, maintenance, adjustments and upgrades for durations agreed upon in advance by Northwestel and Government;
 - ii) duration of interruptions, as in (i), as requested by the Government;
 - iii) Interruptions required to correct interference caused by Government's privately-owned equipment;
 - iv) Interruptions due to actions or omissions of Government users;
 - v) Interruptions due to non-accessibility to a site because of weather or non-availability of the proper transportation required getting to a site.
- (e) Neither Northwestel nor Government shall be responsible to the other for indirect or consequential damages arising from performance or non-performance of their respective obligations.
- (f) Government and Northwestel shall be liable to the other for any damage to property or personal injury caused the willful misconduct or negligence of their respective employees, subcontractors or agents.

(N)

For explanation of symbols see Page 1

Issued: 18 November 1998

Approved in Telecom Order CRTC 1998-1286, 21 December 1998

© 1998 Northwestel Inc.

Effective: 21 December 1998

Item
735

CENTREX AUTOMATIC CALL DISTRIBUTION

(N)

1. General

- (a) This customer-designed arrangement provides for the installation and ongoing operation of central office based equipment to provide Automatic Call Distribution (ACD) on Centrex lines. This service is available in Whitehorse only and the availability is subject to Northwestel discretion.
- (b) ACD does not include the rental or installation of the necessary Centrex lines or telephone sets (See Note 1).

2. ACD Service Description

- (a) ACD service consists of the call queue which allows for the distribution of incoming calls over a series of Centrex lines.

3. Rate and Charges

(a) Monthly Charges

- i) Per ACD Group \$150.00
- ii) Per Station/Line in ACE Group 10.00

(b) One-time Installation Charges

- i) Switch Partitioning \$7,000.00
- ii) Engineering Fee 1,000.00

Note 1: Purchase, installation or any labour associated with LAN configuration, additional power sources, modems, circuits to central office, line drivers, printers or any otherwise necessary equipment is not included in the charges listed above and will be charged to the customer.

SPECIAL SERVICES

Item 736 LOCAL DS-3 ACCESS

(N)

1. Description

This service is a special assembly to provide a Local DS-3 Access for a specific customer from their POP to the Company's Central Office in Fort Nelson, British Columbia.

Local DS-3 Access provides the customer with Digital DS-3 Access transport from the customer's connection point to the serving Central Office.

CO Channelization will allow the Local DS-3 Access to be connected to DS-1 Channels at the serving Central Office.

Link provides the Central Office equipment required to connect the DS-3 Access to the CO Channelization service.

2. Conditions

A minimum contract period of three years applies.

3. Termination of Service

This Agreement or any portion of the services described herein may be terminated in accordance with the Company's General Tariff, as prescribed by the Canadian Radio-television and Telecommunications Commission (CRTC), as in effect and amended from time to time.

In the event that the Customer terminates this Agreement or any portion of the services described herein prior to the expiry of the then current Minimum Contract Period (MCP), the Customer shall pay to the Company in a single payment, at the time of the Agreement termination, one half (50%) of the monthly charges that would have been payable to the Company for the terminated services for the remainder of the MCP, provided that any payment already made in advance for the terminated services shall be applied to such termination charge.

4. Rates

The charges to provide this service are as follows:

	Monthly Charge 3-Year Rate	Non-recurring Service Charge
Local DS-3 Access	\$4,000.00	\$5,000.00
CO Channelization	\$500.00	\$1,000.00
DS-3 Link	\$100.00	N/A

All other services are provided as per Northwestel's General Tariff rates.

SPECIAL SERVICES

Item 737 LOCAL RING-BASED MULTIPLE DS-3 ACCESS

(N)

1. Description

This service is a special assembly to provide multiple local DS-3 accesses for a specific customer from the Company's Central Office (CO) in Fort Nelson, British Columbia to the customer's equipment located at one of the Company's microwave sites in Fort Nelson, British Columbia. The service is delivered over an existing high capacity OC-48 fibre ring facility.

Link provides the Central Office equipment required to connect the DS-3 Access to customer equipment located in the CO.

2. Conditions

Rates are based on a minimum of two DS-3 accesses. A minimum contract period of three years applies.

3. Termination of Service

This Agreement or any portion of the services described herein may be terminated in accordance with the Company's General Tariff, as prescribed by the Canadian Radio-television and Telecommunications Commission (CRTC), as in effect and amended from time to time.

In the event that the Customer terminates this Agreement or any portion of the services described herein prior to the expiry of the then current Minimum Contract Period (MCP), the Customer shall pay to the Company in a single payment, at the time of the Agreement termination, one half (50%) of the monthly charges that would have been payable to the Company for the terminated services for the remainder of the MCP, provided that any payment already made in advance for the terminated services shall be applied to such termination charge.

4. Rates

The charges to provide this service are as follows:

	Monthly Charge 3-Year Rate	Non-recurring Service Charge
Local DS-3 Access	\$3,000.00	\$5,000.00
DS-3 Link	\$100.00	N/A

All other services are provided as per Northwestel's General Tariff rates.

The following pages are reserved for future use:

1st Revised Page 83
Original Page 84
Original Page 85
Original Page 86

Item

741 MUNICIPAL AREA NETWORK FOR INDIAN AND NORTHERN AFFAIRS CANADA

(N)

1. Description and Charges

- (a) This data network service provides a switched fibre service between four customer buildings in Whitehorse, YT.
- (b) Building Mile 917 and Building Mile 918 on the Alaska Highway, 419 Range Road and the Elijah Smith Federal Building are connected to the Company's data network at 10Mbps.
- (c) The service is provided on a three-year contract.
- (d) A monthly charge applies \$4,525.00
- (e) A one-time installation fee applies 17,500.00
- (f) Additional circuit and link charges apply as per the Company's General Tariff.

Item
742

UPPER HALFWAY DIGITAL CIRCUIT

(N)

1. Description and Charges

- (a) This circuit provides for the provision of a 56kbps digital circuit for a customer on the Upper Halfway Rural Serving Area radio system.
- (b) The circuit will connect the customer, at their location, to tariffed Megaplan Digital Services (CRTC 3003, Item 1111) at Blueberry Microwave site.
- (c) A monthly charge applies\$500.00
- (d) A one-time installation fee applies\$4,500.00
- (e) Additional circuit and link charges apply as per the Company's General Tariff.

SPECIAL SERVICES

**Item
743**

MUNICIPAL AREA DATA NETWORK SWITCH

1. Description and Charges

- (a) This service provides Yukon Territorial Government with a high-speed data network switch connecting various sites in Yukon communities. (C)
- (b) This service is only offered for connection to the Company's Fractional DS-1 Access Tariff CRTC 3003, Item 1120.
- (c) A monthly charge applies \$50.00 per port
- (d) The customer would only pay for a maximum of 12 ports.
- (e) A one-time installation fee applies per community.....\$1,000.00 (C)
- (f) A service charge of \$100.00 applies to all additions, moves or changes.
- (g) The customer will pay any expenses related to customer requested maintenance.
- (h) Additional circuit and link charges apply as per the Company's General Tariff.

Item

744 OCCASIONAL USE BROADCAST SERVICE

(N)

1. Description and Charges

- (a) This service provides a temporary fibre facility to carry broadcast video and audio in Whitehorse, YT.
- (b) The CBC Building (3103 3rd Avenue) will be connected to the Yukon Territorial Legislature (2071 2nd Avenue) via broadcast fibre facilities.
- (c) The service is provided for a one-week period.
- (d) A weekly charge applies per video connection..... \$1,500.00
- (e) A one-time installation fee applies \$2,000.00
- (f) Additional charges apply as per the Company's General Tariff.

SPECIAL SERVICES

**Item
745**

CENTRAL OFFICE CO-LOCATION FOR ADSL TRANSMISSION EQUIPMENT

1. Service Description

- (a) This service provides physical space and DC power at 206 Elliott for a service provider's digital subscriber line access multiplexor.
- (b) The service is offered in conjunction with the Company's ADSL Access Service Only (CRTC 3003, Item).
- (c) The service is provided for a one-year contract.
- (d) Access to unsegregated Central Office space is by escort only. All escorted time is chargeable at the rate as per CRTC 3001, Item 305.

(C)

2. Rates and Charges

- (a) A monthly charge applies \$775.00
- (b) A one-time application fee applies \$1,400.00

Item
746

CO-LOCATION ARRANGEMENTS FOR INTERCONNECTING CANADIAN CARRIERS

1. General:

Co-location is an arrangement which provides for access to and use of certain central office building space, associated power and environmental conditioning to locate the Interconnecting Carrier's (IC's) transmission equipment and fibre facilities from a point outside the Company's central office to an identified Point of Termination/Demarcation within the Company's central office for the purpose of interconnecting with the Company's services.

Co-location arrangements will be provided in central office buildings in Whitehorse, Yellowknife, Fort Nelson and Iqaluit subject to appropriate space and facilities as available as determined by the Company.

Co-location provides for the following:

- a) a licence to use Company conduit/riser space for the placement of the IC's fibre optic cable from a point outside the central office into the central office vault and from the vault to the IC's transmission equipment in the central office;
- b) a licence to use central office floor space for the placement of the IC's transmission equipment to interconnect with Company services; and
- c) provision of appropriate electrical power and environmental conditioning to operate the IC's transmission equipment.

Central office space is provided on the basis of physical co-location agreements as defined in Item 746.2.

2. Definitions:

"Interconnecting Carrier" refers to an Interconnecting Carrier who is duly registered with the CRTC and who has signed an Interconnection Agreement with the Company. For purposes of this tariff Item, IC also refers to:

"Point of Termination/Demarcation" refers to the point of connection where a Company-provided cable interconnects with the interconnecting Carrier's transmission equipment.

"Transmission Equipment" refers to equipment, with no switching or processing capability, necessary to provide a transmission path between Company services and the Interconnecting Carrier's services or facilities.

Physical Co-location:

"Type 1 Co-location" provides the IC with segregated floor space and secure access to that space within the Company central office with floor space segregated from that occupied by the Company, for the location of the IC's transmission equipment. Access to this area by the IC's personnel or contractor, who have been approved by the Company, is permitted without a Company escort where secure access arrangements are in place. If at any time it is not possible to provide a secure access arrangement into the segregated floor space and where personnel or contractor, who have been approved by the Company, is only permitted with a Company escort.

Item

746 CO-LOCATION ARRANGEMENTS FOR INTERCONNECTING CANADIAN CARRIERS (cont'd)

2. Definitions (cont'd)

“**Type 2 Co-location**” provides the IC with desegregated floor space within the central office for the purpose of locating the IC’s transmission equipment. Where permitted by the Company, access to this area by the IC’s personnel or contractor, who have been approved by the Company, is only permitted with a Company escort.

3. Terms and Conditions

Co-location is provided under the terms and conditions defined in this item and in a central Office Licence Agreement (the Agreement) between the Company and the Interconnecting Carrier.

Physical Co-location is offered only where appropriate floor space, facilities and necessary resources are available in the central office in question after the current and future needs of the Company are taken into account. These facilities and resources include, for example, adequate entrance ducts, riser space and power. Requests for co-location will be accommodated on a first-come, first-serve basis, based on the date of a completed application for co-location.

The IC has overall responsibility for monitoring the performance of all facilities and equipment on the IC’s side of the Point of Termination/Demarcation. The Company does not assume responsibility for the design, engineering, testing or performance of the end-to-end services operated or offered by the IC. In order to ensure that the Company’s operational guidelines and installation, equipment, transmission, electrical, labour and safety standards or codes and any other conditions specified in the Central office Licence Agreement are maintained, the Company upon reasonable notice, has the right to inspect the IC’s installation of equipment and facilities and to ensure compliance when required.

The IC is responsible for providing the fibre facility from its Point of Presence or other location to a point outside the Company central office, designated by the Company. This point is usually at or near the entrance manhole (the last manhole before the central office).

The IC is also responsible for providing the fibre facility from the point outside the central office, designated by the Company, which is usually at or near the entrance manhole, up to the transmission equipment on which it is to be terminated.

The Company reserves the right to install the IC’s cable between the entrance manhole and the cable vault and from the vault to the Point of Termination/Demarcation in the central office at the rates specified in Items 746.4.d.13.

Where permitted by the Company, the IC’s personnel or contractor, who have been approved by the Company, is responsible to pull the IC’s fibre cable into the duct between the manhole and the cable vault and riser and splice the fibre where required. The IC must pay for a Company escort during this operation, see Item 746.4.d.12.

Item**746 CO-LOCATION ARRANGEMENTS FOR INTERCONNECTING CANADIAN CARRIERS (cont'd)****3. Terms and Conditions (cont'd)**

The IC provided equipment that is permitted in the central office is limited to transmission equipment as defined in Item 746.2. This transmission equipment must interconnect with the Company's service(s) in accordance with transmission rates and other applicable standards associated with those services in that central office.

IC's are required to meet all standards, regulatory requirements, Company operating procedures and requirements, safety and labour codes and security standards as specified by the Company in the Agreement.

The Company is not liable for any act or omission on the part of the IC or its employees, agents or contractors arising from or associated with the furnishing of service by the IC to its customers.

When requested, the Company will provide a second cable entrance for the IC's cable into the central office where such second entrance exists and where capacity is available. Items 746.4.d.2 to 746.4.d.5

The Company will offer physical Type 1 and Type 2 co-location arrangements in the same central office where appropriate space and facilities are available as determined by the Company.

4. Rates and Charges**a) General**

A monthly rate applies for the lease of conduit/riser space used for the placement of the IC's fibre optic cable as specified in Item 746.4.d.2 and 746.4.d.5.

A service order charge applies and provides for the processing of the service order associated with a request for co-location. The service order charge will be applied to each request for a new co-location arrangement or for any changes or additions to existing co-location arrangements. Refer to Item 746.4.d.1 for this non-recurring charge.

An application charge per requested location applies and provides for preliminary work needed to determine whether co-location can be provided to meet the IC's request. See Item 746.4.d.6 for the non-recurring charge.

A project management fee applies and provides for all associated administration, design and engineering tasks required to accommodate an IC's request for co-location. This fee is based on the costs incurred as specified in Item 746.4.d.8.

A site preparation fee applies for Type 2 Co-location, (desegregated space). This fee includes such items as preconditioning, additional riser and cable racking to accommodate the IC in the central office. The fee is based on the costs incurred as specified in Item 746.4.d.11 and will be quoted to the IC.

Item

746 CO-LOCATION ARRANGEMENTS FOR INTERCONNECTING CANADIAN CARRIERS (cont'd)

4. Rates and Charges (cont'd)

a) General (cont'd)

The IC is responsible for any costs incurred by the Company to prepare the central office for the installation of the IC's transmission equipment. Costs may include, but are not limited to, such items as preconditioning of central office space and/or equipment as well as any cabling or wiring requirements. The non-recurring charges, where applicable, will be estimated and quoted in advance and charged based upon the costs incurred to accommodate the IC's equipment. See Item 746.4.d.9, 746.4.d.10 and 746.4.d.11.

The IC will bear all construction/design costs incurred and committed to by the Company from the date of a request to the date of the cancellation of the request should the IC cancel its request for co-location prior to implementation.

The Company provides the electrical power necessary to operate the IC's transmission equipment at the rates and charges specified in Item 746.4.d.4. In addition, a power delivery charge applies as specified in Item 746.4.d.7.

b) Type 1

In Type 1 Co-location the installation and maintenance of IC's transmission equipment will be performed by the IC's personnel or contractor, who have been approved by the Company, in accordance with Company operational guidelines.

The IC's requesting Type 1 Co-location will be accommodated on a first-come, first-serve basis, based on the date of application for co-location, in increments of one square metre to a maximum of 20 square metres per central office location. The Company reserves the right to determine the shape and specific location of the central office floor space provided. Refer to Item 746.4.d.3 for rates and charges.

A construction fee applies for any central office modifications required to enable the Company to provide Type 1 Co-location. This fee covers the costs of building modifications which are necessitated by the provision of Type 1 Co-location to all ICs in a particular central office. The first IC to obtain Type 1 Co-location at a specific central office will be charged all of the costs to modify that specific central office. If more than one IC obtains co-location service at a specific central office at the same time, the costs will be shared equally. If, within a period of 60 months of the Type 1 Co-location by the first IC, additional ICs obtain Type 1 Co-location at the same central office they will be charged a proportionate share of the initial costs and this recovered amount will be reimbursed equally to the IC(s) with Type 1 Co-location already in that central office. The construction fee may include, but is not limited to costs for such items as perimeter walls, additional riser requirements, lighting and environmental conditioning and securing Company property in the central office.

Item**746 CO-LOCATION ARRANGEMENTS FOR INTERCONNECTING CANADIAN CARRIERS (cont'd)****4. Rates and Charges (cont'd)****b) Type 1 (cont'd)**

The fee will be determined based on the costs incurred as specified in Item 746.4.d.9.

In addition, a second construction fee applies to install a secured enclosure (such as a large cage) when requested by the IC. The fee for this element will also be determined by the Company on a cost incurred basis and will be quoted to the IC as specified in Item 746.4.d.10.

c) Type 2

Type 2 Co-location provides for the following:

The installation, maintenance and repair of the IC provided transmission equipment will be provided by the IC's personnel or contractor, who has been approved by the Company, subject to Company operational procedures and guidelines and under Company escort at the applicable labour rates, see Item 746.4.d.12.

The Company may, at its discretion, offer Type 1, Type 2 or both physical co-location arrangements.

The IC has overall responsibility for the performance of its facilities and equipment, including responsibility for remote surveillance, diagnostics and sectionalization of trouble.

The Company reserves the right to limit the available floor space assigned to each IC in each central office location where Type 2 Co-location is offered.

Those ICs requesting Type 2 Co-location will also be accommodated on a first-come, first-serve basis based on the date of application for Co-location.

The monthly rate applies for each 2.3 metre high by .6 metre wide IC provided equipment bay installed and reserved. Refer to Item 746.4.d.3 for rates and charges.

SPECIAL SERVICES

Original Page 97

Item

746 CO-LOCATION ARRANGEMENTS FOR INTERCONNECTING CANADIAN CARRIERS (cont'd)

4. Rates and Charges (cont'd)

d) Rates and Charges

The Company's rates and charges are as follows:	Monthly Rate	Non-Recurring
1. Service Order Charge (per order per central office)	\$	\$ 185.00
2. Entrance Conduit (per metre or fraction, each cable)	0.16	
3. Floor Space (square metre of desegregated or segregated space)	26.30	
4. Power Consumption (per fuse amp)		
a) 48 Volt DC	13.75	
b) 120 Volt AC	11.85	
c) 120 Volt AC (with generator back up)	23.50	
5. Riser Space (per metre per cable)	0.40	
6. Application Charge (per request per central office)		1,600.00
7. Power Delivery (Notes 3, 4 & 5)		Note 1
8. Project Management Fee (per central office) (Notes 3, 4 & 5)		Note 1
9. Construction Fee (building modification) (Notes 3, 4 & 5)		Note 1
10. Construction Fee (enclosure) (Notes 3, 4 & 5)		Note 1
11. Site Preparation Fee (Notes 3, 4 & 5)		Note 1
12. Escort (Notes 3, 4 & 5)		Notes 1 & 2
13. Cable Pulling/Splicing (Notes 3, 4 & 5)		Notes 1 & 2

Note 1: The charges are based on costs incurred

Note 2: Premium rates as specified in the agreement apply for custom response times

Note 3: For the first hour or fraction thereof of work performed during "normal working hours" – Tariff CRTC 3001 Item 305.4.a

Note 4: For each additional 15 minutes or fraction thereof – Tariff CRTC 3001 Item 305.4.b

Note 5: For work done on call-out basis entirely outside of normal working hours – Tariff CRTC 3001 Item 305.5.b

For explanation of symbols see Page 1

Issued: 27 December 2000

Interim Approval in Telecom Order CRTC 2001-40, 19 January 2001

Final Approval in Telecom Order CRTC 2007-387, 18 October 2007

© 2001 Northwestel Inc.

Effective: 19 January 2001

GENERAL TARIFF

The following Items are reserved for future use:

Item 747
Item 748
Item 749

The following Pages are reserved for future use:

Original Page 98
Original Page 99
Original Page 100

Item

750 CO-LOCATION ARRANGEMENTS FOR INTERNET SERVICE PROVIDERS

1. General

- a) Co-location is an arrangement which provides for access to and use of certain central office building (central office) space, associated power and environmental conditioning to locate the Internet Service Provider's (ISP) equipment, and an identified Point of Termination/Demarcation within the Company's central office for the purpose of interconnecting with the Company's services.
- b) Co-location arrangements for ISP's will be provided in central office buildings in the communities listed in 750.5 and where appropriate space and facilities are available as determined by the Company. This list is based on the guidelines mentioned in the Decision CRTC 2000-746, paragraph 21 and the NAS Counts as at the end of year 2000. This Tariff applies to co-location in Communities with less than 2000 NAS.
- c) Co-location provides for the following:
 - i) a license to use central office floor space for the placement of the ISP's equipment to interconnect with Company services; and
 - ii) provision of appropriate electrical power and environmental conditioning to operate the ISP's equipment.
- d) Central office space is provided on the basis of physical co-location agreement as defined in Item 750.3.

2. Definitions

"Internet Service Provider" refers to an ISP who has signed an Interconnection Agreement with the Company.

"Point of Termination/Demarcation" refers to the point of connection where a Company-provided cable interconnects with the interconnecting ISP's equipment.

"Bay Space" refers to 19 inches (0.48 metres) wide relay rack. The maximum height of the bay is 90 inches (2.3 metres). Chargeable floor space for each bay space is 15 sq.ft. (1.4 sq.m.).

"Half Bay Space" refers to 19 inches (0.48 metres) wide relay rack and 45 inches (1.15 metres) height.

Physical Co-location:

"Type 2 Co-location" provides the ISP with un-segregated floor space within the central office for the purpose of locating the ISP's equipment.

Item

750 CO-LOCATION ARRANGEMENTS FOR INTERNET SERVICE PROVIDERS (cont'd)

3. Terms and Conditions

- a) Co-location is provided under the terms and conditions defined in this item and in a Central Office License Agreement (the Agreement) between the Company and the ISP.
- b) Such co-located equipment is for provision of Internet Services only.
- c) Co-location is offered only where appropriate floor space, facilities and necessary resources are available after current and future needs of the Company are taken into account. These facilities and resources include space and power. Those ISPs requesting Type 2 Co-location will also be accommodated on a first-come, first-served basis based on the date of completed application for Co-location. The Company reserves the right to limit the available floor space assigned to each ISP in each central office location where co-location is offered.
- d) The ISP has overall responsibility for the performance of its facilities and equipment, including responsibility for remote surveillance, diagnostics and sectionalization of trouble. The Company does not assume responsibility for the design, engineering, testing or performance of the end-to-end services operated or offered by the ISP.
- e) ISPs are required to meet all standards, regulatory requirements, Company operating procedures and requirements, safety and labour codes and security standards as specified by the Company in the Agreement. In order to ensure that the Company's operational guidelines and installation, equipment, electrical, labour and safety standards or codes and any other conditions specified in the Central Office License Agreement are maintained, the Company upon reasonable notice, has the right to inspect the ISP's installation of equipment and facilities and to make subsequent and periodic inspections of the ISP's equipment and facilities.
- f) The Company is not liable for any act or omission on the part of the ISP or its employees, agents or contractors arising from or associated with the furnishing of service by the ISP to its customers.
- g) The ISP must meet all terms and conditions of co-location as determined in this Item and the Central Office License Agreement (COLA) between the Company and the ISP.

4. Rates and Charges

- a) A service order charge provides for processing of the service order associated with a request for co-location. The service order charge will be applied to each request for a new co-location arrangement or for any changes or additions to existing co-location arrangements. Refer to Item 750.4.j).1 for this non-recurring charge.
- b) An application charge per requested location provides for preliminary work needed to determine whether co-location can be provided to meet the ISP's request. See Item 750.4.j).4 for this non-recurring charge.
- c) A project management fee provides for all associated administration, design and engineering tasks required to accommodate an ISP's request for co-location. This fee is based on the costs incurred as specified in Item 750.4.j).6.
- d) A site preparation fee is applied for Type 2 Co-location, (un-segregated space). This fee includes such items as pre-conditioning, additional riser and cable racking to accommodate the ISP in the central office. The fee is based on the costs incurred as specified in Item 750.4.j).8 and will be quoted to the ISP.

Item**750 CO-LOCATION ARRANGEMENTS FOR INTERNET SERVICE PROVIDERS (cont'd)****4. Rates and Charges (cont'd)**

- e) The ISP is responsible for any costs incurred by the Company to prepare the central office for the installation of the ISP's equipment. Costs may include, but are not limited to, such items as preconditioning of central office space and/or equipment as well as any cabling or wiring requirements. The non-recurring charges, where applicable, will be estimated and quoted in advance and charged based upon the costs incurred to accommodate the ISP's equipment. See Item 750.4.j).7
- f) The ISP will bear all construction/design costs incurred and committed to by the Company from the date of a request to the date of the cancellation of the request should the ISP cancel its request for co-location prior to implementation.
- g) The Company provides the electrical power necessary to operate the ISP's equipment at the rates and charges specified in Item 750.4.j).3. In addition, a power delivery charge applies as specified in Item 750.4.j).5. The Company does not guarantee uninterrupted power supply. The ISP may, at its cost, provide UPS and/or other back up systems for its equipment.
- h) The Company provides rack space to locate the ISP's equipment at the rates and charges specified in Item 750.4.j).2.
- i) Installation, maintenance and repair of the ISP provided equipment will be the responsibility of the ISP. The ISP's personnel or contractor performing these functions must be approved by the Company and are subject to the Company's operational procedures and guidelines. Access to the Company's CO by the ISP's personnel or contractor will be permitted only with a Company provided escort, at rates provided in Item 750.4.j).9.

GENERAL TARIFF

Original Page 104

Item

750 CO-LOCATION ARRANGEMENTS FOR INTERNET SERVICE PROVIDERS (cont'd)

4. Rates and Charges (cont'd)

j) The Company's rates and charges are as follows:

	Monthly Rate	Non-Recurring Charge
1 Service Order Charge (per order per central office)	\$	\$ 185.00
2 Floor Space		
i) Sites with Road Access		
a) Full-bay Space	111.00	
b) Half-bay Space	67.00	
ii) Sites with Air Only Access		
a) Full-rack Space	124.00	
b) Half-rack Space	75.00	
3 Power Consumption (per fuse amp)		
a) 48 Volt DC	13.75	
b) 120 Volt AC	11.85	
c) 120 Volt AC (with generator back up)	23.50	
4 Application Charge (per request per central office)		750.00
5 Power delivery (Notes 3, 4, 5 and 6)		Note 1
6 Project Management Fee (per central office) (Notes 3, 4, 5 and 6)		Note 1
7 Construction fee (bldg. Modification)		Note 1
8 Site Preparation Fee (Notes 3, 4, 5 and 6)		Note 1
9 Escort charges (Notes 3 to 8)		Notes 1 and 2

Note 1: The charges are based on costs incurred.

Note 2: Premium rates as specified in the agreement apply for custom response times.

Note 3: For the first hour or fraction thereof of work performed during "normal working hours" – Tariff CRTC 3001, Item 305.4.a applies.

Note 4: For each additional 15 minutes or fraction thereof – Tariff CRTC 3001, Item 305.4.b applies.

Note 5: For work done on call-out basis entirely outside of normal working hours – Tariff CRTC 3001, Item 305.5.b applies.

Note 6a: The above charges (Notes 3, 4 and 5) will apply when the ISP synchronises their requirement for the Company provided escort for installation/removal/repair work with an existing planned visit scheduled for Company personnel.

Note 6b: If the ISP wishes to accompany the escort on an existing chartered flight by the Company for one of its planned scheduled trips to a community, the Company, at its discretion, may provide space for the ISP's personnel or contractor on the scheduled chartered flight. The ISP will be charged on pro-rated basis for the charter costs.

Note 7: If the ISP's escort requirement involves an exclusive trip by the Company's personnel then, travel time cost, travel charges and any boarding and lodging charges will also apply in addition to any of the above charges.

Note 8: Any request by ISPs for escort will be charged 'order processing charges' at the rates described in CRTC 3001 Item 302 B(i)1 – Business, in addition to the above 750.4.j).9

For explanation of symbols see Page 1

Issued: 28 February 2001

Approved in Telecom Order CRTC 2001-443, 04 June 2001

© 2001 Northwestel Inc.

Effective: 04 June 2001

SPECIAL SERVICES TARIFF

Item

750 CO-LOCATION ARRANGEMENTS FOR INTERNET SERVICE PROVIDERS (cont'd)

5. CO's List Where Co-location for ISP is Offered

Northern BC	Northwest Territories	Nunavut	Yukon
BOB QUINN LAKE	AKLAVIK	ARCTIC BAY	BEAVER CREEK
CASSIAR	COLVILLE LAKE	ARVIAT	BURWASH LANDING
DEASE LAKE	DELINE	BAKER LAKE	CARCROSS
FORT WARE	EDZO	CAMBRIDGE BAY	CARMACKS
GOOD HOPE LAKE	ENTERPRISE	CAPE DORSET	DAWSON CITY
ISKUT	FORT GOOD HOPE	CHESTERFIELD INLET	DESTRUCTION BAY
LOWER POST	FORT LAIRD	CLYDE RIVER	ELSA
MUNCHO LAKE	FORT MACPHERSON	CORAL HARBOUR	FARO
PROPHET RIVER	FORT PROVIDENCE	GJOA HAVEN	HAINES JUNCTION
TELEGRAPH CREEK	FORT RESOLUTION	GRISE FIORD	MAYO
TOAD RIVER	FORT SIMPSON	HALL BEACH	OLD CROW
WONOWON	FORT SMITH	IGLOOLIK	PELLY CROSSING
	JEAN MARIE RIVER	KIMMIRUT	ROSS RIVER
	KAKISA	KUGAARUK	SWIFT RIVER
	LUTSELK'E	KUGLUKTUK	TAGISH
	NAHANNI BUTTE		(D) TESLIN
	NORMAN WELLS	PANGNIRTUNG	WATSON LAKE
	PAULATUK	POND INLET	
	RAE	QIKIQTARJUAQ	
	RAE LAKES	RANKIN INLET	
	SACHS HARBOUR	REPULSE BAY	
	TROUT LAKE	RESOLUTE BAY	
	TSIIGEHTCHIC	SANIKILUAQ	
	TUKTOYAKTUK	TALOYOAK	
	TULITA	WHALE COVE	
	ULUKHAKTOK		
	WEKWETI		
	WHA TI		
	WRIGLEY		

Item

751 DIGITAL HIGH-SPEED SATELLITE CIRCUIT

1. Description

This service is a special assembly to provide a dedicated high-speed satellite circuit for a specific customer from a customer location within Northwestel's operating area to a teleport in southern Canada. The customer provides AC power at its site in Northwestel territory.

Gateway Access – will allow the customer's Digital Network Access to connect their on-site equipment to the Company's Central Office located earth station equipment.

Space Segment – will be provisioned over one of the Company's full period transponders. This circuit will allow the customer's POP to communicate with the Company's northern located Central Office located earth station. All space segments will be full period and dedicated to the specific customer.

2. Conditions

A minimum contract period of 3 years applies.

3. Termination of Service

This Agreement or any portion of the services described herein may be terminated in accordance with the Company's General tariff, as prescribed by the Canadian Radio-television and Telecommunications Commission (CRTC), as in effect and amended from time to time.

In the event that the Customer terminates this Agreement or any portion of the services described herein prior to the expiry of the then current Minimum Contract Period (MCP), the Customer shall pay to the Company in a single payment at the time of the Agreement termination, one half (50%) of the monthly charges that would have been payable to the Company for the terminated services for the remainder of the MCP, provided that any payment already made in advance for the terminated services shall be applied to such termination charge.

4. Rates

The charges to provide this service are as follows:

	Monthly Charge 3 Yr Rate	Non-Recurring Service Charge
1.544 Mbps Circuit Plus Gateway Charges	\$33,618.00	\$51,617.00
DS-1 Access with Northwestel Area	Per CRTC 3003, Item 1111	Per CRTC 3003, Item 1111

All other services are provided as per Northwestel's General Tariff rates.