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.

Issued: 17 December 1981 Effective: 17 January 1982
Approved in Telecom Order CRTC 1982-23, 11 January 1982
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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

For explanation of symbols see Page 1

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CHECK SHEET

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

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3	23	**(C)**	54	1		108	1
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For explanation of symbols see Page 1

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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)

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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.

(N)

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.

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Item (C)(M1)(M2)

401.1 DIRECT LINE ADVERTISING BOARD

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**

	Monthly Rental 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.

M_1 – Previous material moved to Page 5
M_2 – Material moved from Page 8

Issued: 14 December 1987 Effective: 14 January 1988
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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)**

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(D)

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CUSTOMER DESIGNED SERVICES

Item
702 SITE SPACE, POWER AND TOWER ATTACHMENT RATES

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. In addition to space in the Company's radio sites, retail customers may place equipment in the Company's Central Offices subject to the availability of suitable space beyond that needed by the Company for normal growth. C | C

Conditions

C

(a) On a written request from the customer, access to the Company's radio sites or Central Offices 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 or its Central Offices by customers. C

(b) Any installation, maintenance, move, rearrangement and repair of the equipment owned by the customers at the radio sites or the Central Offices 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

C

(c) All connections of the customer-owned and Company equipment at radio sites or Central Offices 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.

C

2. Rates for Rental of Space in Buildings at Radio Sites or Central Offices

	Per Sq.Ft. Per Month	Minimum Per Month
Premium Site Rental Rate	11.61	174.15

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

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Item
702 SITE SPACE, POWER AND TOWER ATTACHMENT RATES (continued) **(C)**

3. Rates for Rental of Site Space on Cleared Land

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

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

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Item
702 SITE SPACE, POWER AND TOWER ATTACHMENT RATES (continued)

4. Power Rates

(a) Monthly Charge per Watt/Month

(1) Commercial Power		YT	NWT	NU	BC
a. AC Power no Standby (Notes 1 & 4)	C	$ 0.62	$ 0.80	$ 1.33	$ 0.42
b. AC Power with Standby (Notes 1 & 3)	C	$ 0.86	$ 1.01	$ 1.81	$ 0.60
c. DC Power (Note 2)		$ 0.76	$ 0.93	$ 1.64	$ 0.53

(2) Prime Power Road Accessible Sites

a. AC Power	$ 1.41
b. DC Power	$ 2.11

(3) Prime Power helicopter Accessible Sites

a. AC Power	$ 2.34
b. DC Power	$ 3.51

Note 1: Minimum AC charge per site – 600 watts per customer.
Note 2: Minimum DC charge per site – 100 watts per customer.
Note 3: "AC power with standby" indicates a radio site or Central Office, as applicable, that provides for an uninterrupted power supply (UPS), in the form of a battery backup, that will provide power immediately in the event of a commercial power failure, in addition to back-up generator power.
Note 4: "AC power without standby" indicates a radio site or Central Office, as applicable, that provides only generator backup power in the event of a commercial power failure. Customers are not guaranteed uninterrupted power in this option.

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Item
702 **SITE SPACE, POWER AND TOWER ATTACHMENT RATES** (continued) M

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. M

M – *Moved from Page 10*
For explanation of symbols see Page 1

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Item
702 SITE SPACE, POWER AND TOWER ATTACHMENT RATES (continued) **(C)**

5. Antenna Attachment to Company Owned Towers (continued)

"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.

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Item
702 SITE SPACE, POWER AND TOWER ATTACHMENT RATES (continued) **(C)**

5. Antenna Attachment to Company Owned Towers (continued)

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.

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Item
702 SITE SPACE, POWER AND TOWER ATTACHMENT RATES (continued) **(C)**

5. Antenna Attachment to Company Owned Towers (continued)

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.

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Item
702 SITE SPACE, POWER AND TOWER ATTACHMENT RATES (continued) **(C)**

5. Antenna Attachment to Company Owned Towers (continued)

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.

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Item
702 SITE SPACE, POWER AND TOWER ATTACHMENT RATES (continued) **(C)**

5. Antenna Attachment to Company Owned Towers (continued)

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.

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Item
702 SITE SPACE, POWER AND TOWER ATTACHMENT RATES (continued) **(C)**

5. Antenna Attachment to Company Owned Towers (continued

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.

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Item
702 SITE SPACE, POWER AND TOWER ATTACHMENT RATES (continued) **(C)**

5. Antenna Attachment to Company Owned Towers (continued)

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.

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Item
702 SITE SPACE, POWER AND TOWER ATTACHMENT RATES (continued)

5. Antenna Attachment to Company Owned Towers (continued)

Rates for Antenna Attachment to Company Owned Towers

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 or Special Attachment	C	$60.00 per month
Type 2 Antenna or Special Attachment	|	$300.00 per month
Special Antenna or Special Attachment	C	$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) Special Attachment is any associated Company-approved attachment. The Company, at its sole discretion, must approve in writing any Special Attachment prior to the installation of the Special Attachment. C

b) Type 1 Antenna or Special Attachment: Any antenna or attachment that is less than 12 square feet of projected area and 40 kgs, and is attached directly to the radio tower.

c) Type 2 Antenna or Special Attachment: Any antenna or attachment that is less than 78 square feet of projected area and 68 kgs, and is attached to a pinwheel, boom or similar structure; or that is between 12 and 78 square feet and between 40 and 68 kgs and is attached directly to the radio tower.

d) Special Antenna or Special Attachment: Any antenna or attachment that is not considered to be a Type 1 or Type 2 Antenna or special attachment. C

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Item (N)

706 INTERCONNECTION WITH THE EQUIPMENT AND FACILITIES OF TELESAT CANADA

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.

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

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

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Item
706 INTERCONNECTION WITH THE EQUIPMENT AND FACILITIES OF TELESAT CANADA (continued) C

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. C C

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. C

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 co-ordination 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.

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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 deep 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.

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

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.

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Item
706 **INTERCONNECTION WITH THE EQUIPMENT AND FACILITIES OF TELESAT CANADA** (continued) C

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

(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 interexchange 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. C C

(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 interexchange 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. C

(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.

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Item **(N)**

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

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.

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Item
707. CUSTOM REMOTE OPTIMIZED INTERNET SERVICE

1. General

(a) This Item provides a single Optimized Internet Service at an initial speed of 100 Mbps (allocated initially as 75 Mbps download and 25 Mbps upload), at a site where the service is not available today pursuant to our General Tariff CRTC 3001 Item 1736.4 (the Service).

(b) Provided that there is no inconsistency with the terms and conditions set out in this Item, the Service provided pursuant to this Item is subject to the terms and conditions as set out in CRTC 3001 Item 1736.4. Where the terms or conditions set out in this Item differ from CRTC 3001 Item 1736.4., the terms and conditions of this Item apply.

2. Terms and Conditions

(a) The Service is offered on an initial three-year minimum contract period (MCP). After the expiry of the MCP, the Service will continue to be provided at the same rates, terms and conditions on a month-to-month basis, which may be terminated by either the customer or the Company with 60-days written notice.

(b) In the event of termination of the Service by the customer prior to the expiry of the MCP, the customer shall pay to the Company all charges due for the Service plus a termination charge equal to 50% of the monthly charges applicable to the unexpired portion of the MCP.

(c) Termination charges will be reduced or waived if the customer enters into a contract with the Company for another Internet service, when:

(1) The total committed recurring charges for the new service under the new contract are equal to or greater than those remaining under the original contract, the termination charges for the original contract will be waived; or

(2) The total committed recurring charges for the new service under the new contract are less than those remaining under the original contract; the termination charges for the original contract will be calculated as 50% of the difference between the committed recurring charges of the new and original contracts.

(d) The Service includes unlimited usage.

(e) Download and upload speeds may vary with Internet traffic. The Company does not guarantee the maximum service performance levels or throughput speeds, as they may be affected by the wider network architecture of the Internet itself.

(f) As an exception to Item 1736.4.(h), only the noted speeds shown in this Item are available for the Service.

(g) During the MCP, the customer may upgrade to higher optional available speeds for a limited duration and pay the higher monthly recurring charges prorated to the number of days the customer requests the higher optional available speeds. Temporary optional available speeds upgrades will be subject to a change in transmission speed service charge as set out in CRTC 3001 Item 1736.4.(h)(6)b. for the increase in speed with no service charge to revert to the original subscribed service speed.

(h) The Service demarcation point is the splice point where the customer-owned fibre meets the Company's fibre network (the Service Demarcation Point). The Company will install the Company Provided Equipment (CPE) at the location defined by the customer, and the customer-facing Ethernet port(s) on the CPE will be the connection point for the customer to access the Service (the Service Connection Point). C

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Item
707. CUSTOM REMOTE OPTIMIZED INTERNET SERVICE N

2. Terms and Conditions - continued

(i) The Company's responsibility for the Service ends at the Service Demarcation Point. If there is a Service-affecting issue on the customer-owned fibre between the Service Demarcation Point and the Service Connection Point the customer is responsible for fix/repair. The customer may ask the Company to perform fix/repair/maintenance on the customer-owned fibre on an as-needed basis, and such services will be provided at the Company's then-current tariffed rates. Service credits will not be payable by the Company due to Service-affecting issues related to the customer-owned fibre beyond the Service Demarcation Point.

(j) The customer is permitted to change the upload and download transmission speed allocation as set out in CRTC 3001 Item 1736.4.(h)(2)a. and b..

3. Rates and Charges

(a) The following rates and charges apply:

Optimized Internet Speed	Monthly Recurring Charge	One-time Charge
100 Mbps	$ 14,000.00	$ 2,640.00
200 Mbps	$ 19,000.00	$ 2,640.00
300 Mbps	$ 23,843.75	$ 2,640.00
500 Mbps	$ 37,625.00	$ 2,640.00

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Item
708 MAINTENANCE OF CUSTOMER-OWNED FIBRE FACILITY SERVICE N

1. General

(a) Maintenance of Customer-Owned Fibre Facility Service (MCOFFS) is an arrangement between the customer and the Company which provides maintenance and repair services for the customer's fibre facility from Inuvik to Tuktoyaktuk, NT, (the "ITFL").

(b) The service provides route maintenance along the ITFL, including:

(1) Regularly scheduled patrol of the ITFL route;

(2) Maintenance of a "Call-Before-You-Dig" program and all related and required cable locates; and

(3) Maintenance of signposts and route markers along the fibre route.

(c) The service also provides routine, non-routine and unscheduled emergency and non-emergency maintenance and repair of the ITFL.

2. Terms and Conditions

(a) In the event of any inconsistencies between this Tariff Item and any written or unwritten contract or agreement with the customer, the rates, charges, terms and conditions specified in this Tariff Item shall prevail.

(b) To be eligible for this arrangement, the customer will own and operate a fibre facility from Inuvik to Tuktoyaktuk, NT.

(b) MCOFFS is offered for an initial contract period of ten years. After the expiry of the initial contract period of ten years, the service will continue to be provided at the same rates, terms and conditions on a month-to-month basis, which may be terminated by either the customer or the Company with 30-days written notice.

(c) In the event of termination of the service by the customer prior to the expiry of the MCP, the customer shall pay to the Company all charges due for the service plus a termination charge equal to 50% of the monthly charges applicable to the unexpired portion of the contract period.

(d) Termination charges will be reduced or waived if the customer enters into a contract with the Company for another Company-provided service, when:

(1) The total committed recurring charges for the new service under the new contract are equal to or greater than those remaining under the original contract, the termination charges for the original contract will be waived; or

(2) The total committed recurring charges for the new service under the new contract are less than those remaining under the original contract; the termination charges for the original contract will be calculated as 50% of the difference between the committed recurring charges of the new and original contracts.

(e) The monthly fee includes one Category 1 Incident annually (January to December). Costs associated with incremental Category 1 incidents are subjected to additional fees and subject to the customer's approval. The monthly fee includes unlimited cable locates and all Category 2 and Category 3 Incidents as attributed to the integrity of the fibre network. N

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Item
708 MAINTENANCE OF CUSTOMER-OWNED FIBRE FACILITY SERVICE – continued N

3. Service Level Objectives (SLO)

(a) The Company provides the following SLO:

(1) Category 1 Incidents – Critical Incident (complete loss of service). When all fibre cables are down, or service is completely unavailable due to breakage/damage to the fibre optics. Fault resolution in less than 48 hours from the time of the report.

(2) Category 2 Incidents – Major Incident (degraded service or partial failure). When one or more lit fibres are down causing degradation in service. Fault resolution in less that 72 hours from the time of the report.

(3) Category 3 Incidents – Minor Incident (non-service affecting conditions). A problem that does not have a serious impact on service and does not require immediate maintenance attention. This can also be minor errors or fibre failures or service change requests that can be fixed during a regular maintenance trip. Any move, adds, or changes must go through an agreed-upon change management process. Fault resolution in less than 10 business days from the time of the report.

(b) Incident is accepted to begin once it has been reported to the Company. Reports may come from the customer, the Company, or other agreed sources. Time does not accrue if sites are inaccessible due to weather conditions, lack of availability of flights or other means of travel, or accommodations for technicians in communities. Where time does not accrue due to site inaccessibility or other access-related constraints, the Company shall promptly notify the customer of the cause of the delay, the anticipated impact on the applicable resolution timeframe, and any steps being taken to resume work as soon as reasonably practicable.

(c) Outages and service effecting incidents caused by Force Majeure are out of scope of MCOFFS.

4. Rates and Charges

(a) MCOFFs, per month: $18,000.00 N

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Item
711 ARRANGEMENTS

4	CANCELS	3	PAGE	31	D
7	CANCELS	6	PAGE	32	D

Note: **Item transferred to the National Services Tariff CRTC 7400 Item 901 - Support Structure Service.** N

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Item

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

4	CANCELS	PAGE	37	D
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4	CANCELS	PAGE	40	D

Note: Item transferred to National Services Tariff CRTC 7400 Item 901 - Support S N

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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 Trunk ..... per CRTC 3001, Item 706

Installation, moves and rearrangements ..... per CRTC 3001, Item 305

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

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Item
722 9-1-1 PUBLIC EMERGENCY REPORTING SERVICE – YUKON TERRITORY (C)

1. Application

Pursuant to an agreement with the Government of Yukon (the Agreement), 9-1-1 Public Emergency Reporting Service (9-1-1 PERS) is provided to customers connected to the Company's network by Primary Exchange, Centrex, Digital Exchange Access, and Primary Link Interface services equipped for outward local calling in all communities in the Yukon Territory. 9-1-1 PERS is also provided to the end customers of mobile cellular service providers and CLECs who have an agreement for 9-1-1 service with Northwestel.

2. Description

9-1-1 PERS delivers 9-1-1 dialed calls from anywhere in the Yukon where Northwestel's PSTN can be accessed on the above mentioned access services, to a communication centre also known as a Public Safety Answering Point (PSAP). The Government of Yukon, not the Company, is responsible for all aspects of emergency response, including locating, configuring, providing, operating, managing and staffing the PSAP, answering and forwarding 9-1-1 calls to the applicable emergency response agency.

3. Features

The following database and Call Control features are provided to support 9-1-1 operators at a Public Safety Answering Point in handling 9-1-1 dialed calls when technically available:

(a) Automatic Number Identification ("ANI")

A database feature that displays the telephone number of the device that originates the 9-1-1 call.

(b) Originator Hold

Permits the PSAP operator to block a caller from disconnecting a telephone call. The caller is not able to hang-up and initiate another call.

(c) Ringback

Permits the PSAP operator to call the telephone number of the previous 9-1-1 caller with the press of a single button.

(d) Force Disconnect

Permits the PSAP operator to force the hang-up of the telephone call. This frees-up access lines so that other 9-1-1 calls can be received.

(e) Fast Transfer

Permits the PSAP operator to use pre-programmed keys to transfer calls (without dialing 7 or 10 digits).

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Item
722 **9-1-1 PUBLIC EMERGENCY REPORTING SERVICE – YUKON TERRITORY** (cont'd)

(C)

8. No charges apply for access to the service from public pay telephones.

9. Rates

Services Enabled with PERS 9-1-1	Monthly Rate
Each Primary Exchange Service equipped for outward local calling	$0.32
Each Centrex Local	$0.32
Primary Link Interface, each B channel equipped for outward local calling to the PSTN	$0.32
Digital Exchange Access service, each DS-0 connected to the PSTN equipped for outward local calling	$0.32
Mobile Access services, each working telephone number equipped for outward local calling	$0.32

(A)

Wireless service providers will be charged the Mobile Access rate per Yukon subscriber

10. Confidentiality of Customer Information

The Company provides ANI information associated with a telephone number, including unlisted telephone numbers, to the Government of Yukon, its employees, servants, agents or contractors, solely for the operation of 9-1-1 Public Emergency Reporting Service.

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Item
723 BASIC 9-1-1 SERVICE – NORTHWEST TERRITORIES N

1. Application

a. Pursuant to an agreement with the Government of the Northwest Territories (the Agreement), Basic 9-1-1 Service is provided to customers connected to the Company's network by Primary Exchange, Centrex, Digital Exchange Access and Primary Link Interface services equipped for outward local calling in all communities in the Northwest Territories. Basic 9-1-1 Service is also provided to the end customers of mobile cellular service providers and competitive local exchange carriers (CLECs) who have an agreement for 9-1-1 service with Northwestel.

2. Description

a. Basic 9-1-1 Service delivers 9-1-1dialed calls from anywhere in the Northwest Territories and from the communities of Smith's Landing and Fort Fitzgerald in the province of Alberta which share a Northwest Territories Exchange Code, where Northwestel's PSTN can be accessed on the above-mentioned access services, to a Primary Public Safety Answering Point (P-PSAP).

b. The Company is not responsible for any aspects of emergency response including locating, configuring, providing, operating, managing and staffing the P-PSAP, answering and forwarding the 9-1-1 calls to the applicable emergency response agency.

c. Any information provided by the Company to the Government of the Northwest Territories, its employees, servants, agents or contractors, associated with a telephone number, including unlisted telephone numbers, is provided solely for the operation of Basic 9-1-1 Service.

3. Features

a. The service provides Northwestel's, mobile cellular and CLECs' customers as specified above with 3-digit dial access (9-1-1) to emergency response agencies via a P-PSAP.

b. No additional features are provided to support 9-1-1 operators at a P-PSAP.

4. Rates

a. A monthly rate as stated below applies as appropriate to customers of the Company, CLECs and mobile cellular service providers which are served by Basic 9-1-1 Service in the Northwest Territories and the communities of Smith's Landing and Fort Fitzgerald in the province of Alberta.

Services Enabled with Basic 9-1-1 Service	**Monthly Rate**
Each Primary Exchange Service equipped for outward local calling	$0.26
Each Centrex Local	$0.26
Primary Link Interface, each B channel equipped for outward local calling to the PSTN	$0.26
Digital Exchange Access service, each DS-0 connected to the PSTN equipped for outward local calling	$0.26
Mobile Access services, each working telephone number equipped for outward local calling	$0.26

b. Mobile cellular service providers will be charged the Mobile Access rate per Northwest Territories subscriber.

c. No charges apply for access to Basic 9-1-1 Service from public pay telephones. N

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Item
723 BASIC 9-1-1 SERVICE – NORTHWEST TERRITORIES

5. Government of the Northwest Territories Basic 9-1-1 Service Cost Recovery Fee

a. The Company provides a billing and collection arrangement for the Government of the Northwest Territories whereby it collects monthly from its subscribers a 9-1-1 Cost Recovery Fee for each service specified above.

b. This charge, established by the Government of the Northwest Territories, is in addition to the monthly rates specified above for these services.

c. The Company's charge to the Government of the Northwest Territories for billing and collection is $0.07 per month per Exchange service as defined in the Agreement. C

d. The 9-1-1 Cost Recovery Fee billing and collection service is provided under the terms of this Tariff and a billing and collection agreement between the Company and the Government of the Northwest Territories.

e. The Company's obligation to implement the billing and collection service described herein is subject to the execution of billing and collection agreements between the Government of the Northwest Territories and all other carriers operating where Basic 9-1-1 Service is provided.

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Item
724 BASIC 9-1-1 SERVICE – NORTHERN ROCKIES REGIONAL MUNICIPALITY N

1. General

a. Pursuant to an agreement (the Agreement) with the Northern Rockies Regional Municipality (or, the Customer), Basic 9-1-1 Service is provided to customers connected to the Company's network by the Company's Primary Exchange, Centrex, Digital Exchange Access and Primary Link Interface services equipped for outward local calling in communities in the Company's serving territory in the vicinity of the Northern Rockies Regional Municipality.

b. Basic 9-1-1 Service delivers 9-1-1dialed calls from anywhere in the Company's serving territory in the vicinity of the Northern Rockies Regional Municipality, where the Company's Public Switched Telephone Network (PSTN) can be accessed on the above-mentioned access services, to a Designated Call Answer Centre.

2. Terms and Conditions

a. The Company is not responsible for any aspects of emergency response including locating, configuring, providing, operating, managing and staffing the Designated Call Answer Centre, and answering and forwarding the 9-1-1 calls to the applicable emergency response agency.

b. Any information provided by the Company to the Northern Rockies Regional Municipality, its employees, servants, agents or contractors, associated with a telephone number, including unlisted telephone numbers, is provided solely for the operation of Basic 9-1-1 Service.

c. Basic 9-1-1 Service provides the Company's customers with 3-digit dial access (9-1-1) to emergency response agencies via a Designated Call Answer Centre.

d. Basic 9-1-1 Service can be accessed in the vicinity of the Northern Rockies Regional Municipality from:

1. The Company's Primary Exchange Services equipped for outward local calling;
2. The Company's Centrex Locals;
3. The Company's Primary Link Interface, B-Channels equipped for outward local calling to the PSTN; and
4. The Company's Digital Exchange Access service, DS-0s connected to the PSTN equipped for outward local calling.

e. No additional features are provided to support 9-1-1 operators at a Designated Call Answer Centre.

f. Basic 9-1-1 Service is also provided to the end customers of mobile cellular service providers and competitive local exchange carriers who have an agreement for 9-1-1 service with the Company.

4. Rates

a. Basic 9-1-1 Service is provided to the Customer at a monthly rate of $1,450.85 for a period of 60 months.

b. Subject to the agreement of the Company and the Customer, this arrangement may be renewed for subsequent 60 months period.

c. Termination charges shall not apply during the initial 60 months period or during any subsequent renewal period. N

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Item
726 DIGITAL SATELLITE CIRCUITS N

1. General

(a) The Service provides high speed dedicated 56 Kbps channels on a point-to-point basis between the Company's satellite earth station locations to the Customer's earth stations in Edmonton, Alberta; Gander, Newfoundland and Labrador; and North Bay, Ontario. The Service replaces SST 725 - 32, 64, and 128 Kbps Digital Satellite Circuits.

(b) Each channel is comprised of a gateway access that allows the Customer to connect their Digital Network Access (CRTC 3003 Item 1111) to connect to the Company's Central Office-located earth station equipment and the associated space segment. Each 56 Kbps space segment is provisioned over one of the Company's full period transponders. These circuits will allow the Customer's Edmonton, Gander and North Bay-based earth stations to communicate with the Company's northern located Central Office-located earth stations. All space segments are full period and dedicated to the specific Customer.

2. Terms and Conditions

(a) The Service is provided on a fixed term, ending 22 June 2029 (the Term).

(b) After the expiry of the Term, the Service will continue to be provided at the same rates, terms and conditions on a month-to-month basis, which may be terminated by either the Customer or the Company with 30-days written notice.

(c If any channel is terminated prior to the expiry of the Term, the Customer shall pay all charges incurred and any outstanding amounts up to the date of the termination plus all remaining committed charges for the balance of the Term for each terminated channel.

(d) Termination charges may be reduced or waived if the Customer commits to another Company-provided service at the same location.

(1) If the committed revenues under the new contract are equal to or greater than the remaining committed charges for the balance of the Term, then the termination charge shall be waived.

(2) If the total committed recurring charges for the new service under the new contract are less than those remaining under the original contract; the termination charges for the original contract will be calculated as 50% of the difference between the committed recurring charges of the new and original contracts.

(e) Installation Charges for each channel are assessed for the provisioning of equipment in the Company's satellite earth station and for the establishment of the space segment. Additional installation charges for new channels will be assessed as per CRTC 3001, Item 305 - Installation, Maintenance, Move, Rearrangement, Escort and Repair Service, as requested by the Customer.

3. Rates and Charges

(a) The following rates and charges apply:

Service	Monthly Charge	One-time Installation Charge
Each 56 Kbps Channel	$ 2,675.00	See 2.(e)

N

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Item
727 CSU/DSU FOR DSI CIRCUIT

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	$ 490.00	$ 195.00	$ 130.00	$ 375.00	(A)
Double Port	890.00	345.00	235.00	750.00	(A)

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.

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Item
735 CENTREX AUTOMATIC CALL DISTRIBUTION

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. C

(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. C

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Item

736 RESERVED FOR FUTURE USE C

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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.

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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.

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Item
744 OCCASIONAL USE BROADCAST SERVICE

1. Description and Charges

(a) This service provides a temporary fibre facility to carry broadcast video and audio at suitable locations where facilities are available in Whitehorse, Yellowknife, Hay River, Inuvik, Iqaluit, and Fort Nelson. **(C)**

(b) The service can be purchased on a weekly or monthly basis. **(D)**

(c) A charge applies per video connection of $1,500.00 per week or, $3500 per month.

(d) A one-time installation fee applies per location..... $2,000.00

(e) Additional non-recurring installation charges may apply as per the Company's General Tariff.

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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. C C C

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. C

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; C C

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

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. C

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Item
746 **CO-LOCATION ARRANGEMENTS FOR INTERCONNECTING CANADIAN CARRIERS** (continued) C

2. Definitions (continued) C

"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. C

3. Terms and Conditions

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 Interconnecting Carrier. C

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. C

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). C C

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. C

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. C

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.

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Item
746 CO-LOCATION ARRANGEMENTS FOR INTERCONNECTING CANADIAN CARRIERS (continued) C

3. Terms and Conditions (continued) C

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. C C

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 C

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. C

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. C

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Item
746 CO-LOCATION ARRANGEMENTS FOR INTERCONNECTING CANADIAN CARRIERS (continued) C

4. Rates and Charges (continued) C

a) General (continued) C

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. C C

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. C C C

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 al 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. C C C C C C C C C

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Item
746 **CO-LOCATION ARRANGEMENTS FOR INTERCONNECTING CANADIAN CARRIERS** (continued) C

4. Rates and Charges (continued) C

b) Type 1 (continued) C

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. C

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.

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Item
746 **CO-LOCATION ARRANGEMENTS FOR INTERCONNECTING CANADIAN CARRIERS** (continued) C

4. Rates and Charges (continued) C

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	C
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	C
7. Power Delivery (Notes 3, 4 & 5)		Note 1	
8. Project Management Fee (per Central Office) (Notes 3, 4 & 5)		Note 1	C
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

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Item
748 COMMUNITY CONNECT SERVICE

1. Description

This service is provided pursuant to an agreement between a specific customer and the Company. This service provides building-to-building connections for a customer in specific communities in the Northwest Territories using one of the services below. The service connects two customer locations (a site and a head-end) in a community through the Company's Central Office in the same community. The customer's head-end location connects to multiple sites, and the customer may have multiple head-ends in a community.

(a) Copper Wire Service connects two customer locations through the Company's Central Office in the form of a two-wire unconditioned copper loop.

(b) Fibre Strand Service connects two customer locations through the Company's Central Office using a single fibre strand (Fibre 1 Strand Service) or two fibre strands (Fibre 2 Strand Service).

(c) Active Link Service and Active Link Service – Satellite connects two customer locations through the Company's Central Office using a combination of unconditioned outside plant facilities and active electronics. The Active Link Service is provided at speeds under 10 Mbps. The Company may use existing facilities to connect these customer locations to the Company's Central Office. C

2. Availability

Service	Community Type	Available Communities
Copper Wire Service	D	Yellowknife
Copper Wire Service	H1	Aklavik, Behchoko (Edzo, Rae), Colville Lake, Deline, Dettah, Enterprise, Fort Good Hope, Fort Liard, Fort McPherson, Fort Providence, Fort Resolution, Fort Simpson, Fort Smith, Gameti, Hay River, Inuvik, Jean Marie River, Kakisa, Lutselk'e, Nahanni Butte, Norman Wells, Paulatuk, Sachs Harbour, Sambaa K'e (Trout Lake), Tsiigehtchic, Tuktoyaktuk, Tulita, Ulukhaktok, Wekweètì, Whati, Wrigley
Fibre Strand Service	D	Yellowknife
Fibre Strand Service	H1	Aklavik, Behchoko (Edzo, Rae), Colville Lake, Deline, Dettah, Enterprise, Fort Good Hope, Fort Liard, Fort McPherson,, Fort Providence, Fort Resolution, Fort Simpson, Fort Smith, Gameti, Inuvik, Hay River, Jean Marie River, Kakisa, Lutselk'e, Nahanni Butte, Norman Wells, Paulatuk, Sachs Harbour, Sambaa K'e (Trout Lake), Tsiigehtchic, Tuktoyaktuk, Tulita, Ulukhaktok, Wekweètì, Whati, Wrigley
Active Link Service	D	Yellowknife
Active Link Service	H1	Fort Providence, Fort Simpson, Fort Smith, Hay River, Inuvik, Norman Wells, Wrigley
Active Link Service – Satellite	H1	Colville Lake, Gameti, Lutselk'e, Paulatuk, Sachs Harbour, Sambaa K'e (Trout Lake), Ulukhaktok, Wekweeti

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Item
748 COMMUNITY CONNECT SERVICE

3. Terms and Conditions

The rates provided herein are for an initial contract term ending 30 September 2030. At the end of the initial term, the customer has the option to renew the service for up to one additional five-year extension period at the same rates, terms and conditions. After the expiry of either the initial or the extension term, the service will renew on a month-to-month basis, at the same rates, terms and conditions, which may be terminated by either the customer or the Company with 30-days written notice. C | C

4. Rates and Charges

Service	Recurring Monthly Rate		One-Time Charge
	Band D	Band H1	
Copper Wire Service	$72.00	$165.00	$195.00
Fibre 1 Strand Service	$307.00	$567.00	$1,250.00
Fibre 2 Strand Service	$537.25	$992.25	$1,250.00
Active Link Service	$421.00	$713.00	Per CRTC 3001, Items 305, 306 and/or 307, as applicable
Active Link Service – Satellite	N/A	$915.00	$6,500.00 plus access construction
Service Level Agreement (SLA), per Community Connect Service arrangement	$6,000.00		N/A

1. A minimum monthly commitment of 225 Services in Band H1 applies for each month of any five-year term.
2. A minimum monthly commitment of 90 Services in Band D applies for each month of any five-year term. C
3. One-time charges include installation up to a demarcation point determined by the Company. Where facilities must be constructed, including fibre, the Company shall bill the customer the actual construction costs pursuant to Northwestel CRTC 3001 Item 305 – Installation, Maintenance, Move, Rearrangement, Escort and Repair Service, Item 306 – Construction Charges – General, and Item 307 – Outside Construction, as applicable. C
4. Additional charges including work and equipment on the customer side of the demarcation point, as per the Northwestel CRTC 3001 – Item 305 – Installation, Maintenance, Move, Rearrangement, Escort and Repair Service and Item 306 – Construction Charges – General, as applicable.
5. A monthly SLA charge, as noted above, applies to the Community Connect Service arrangement for Copper Service, Fibre 1 Strand Service, Fibre 2 Strand Service and Active Link Service combined. Active Link Service – Satellite is not included in nor covered by the SLA.
6. Active Link Service – Satellite One-Time Charge is in addition to access construction costs pursuant to CRTC 3001 – Item 306 – Construction Charges – General, and Item 307 – Special Outside Construction.

5. Service Level Agreement.

(a) In support of services as outlined in 748.4 Note 5 in this service arrangement, the Company will respond to service related (repair) incidents within the following timeframes based on community tier/type as identified in the Agreement. Active Link Service – Satellite is not covered by the SLA.

Community Type	Mean Time to Repair (MTTR) in Hours		
	Copper	Fibre	Other
Tier 1	24	12	24
Tier 2	48	48	48
Tier 3	72	72	72

(b) Penalties for Missed MTTR:
(1) Four hours or more beyond MTTR - one month credit equal to the value of the affected service; or
(2) 48 hours or more beyond MTTR – two months credit equal to the value of the affected service.

(c) The Company will not be penalized if MTTR delays are due to "force majeure" or if the customer delays access to the customer premises which delays completion of the repair. The Company reserves the right to charge the customer for costs incurred when no fault is found in the Company's services or equipment.

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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. C | C

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

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 C

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. C

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. C

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Item
750 CO-LOCATION ARRANGEMENTS FOR INTERNET SERVICE PROVIDERS (continued) C

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. C

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. C

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Item
750 CO-LOCATION ARRANGEMENTS FOR INTERNET SERVICE PROVIDERS (continued) C

4. Rates and Charges (continued) C

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 C C

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 Central Office 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. C

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Item
750 **CO-LOCATION ARRANGEMENTS FOR INTERNET SERVICE PROVIDERS** (continued) C

4. Rates and Charges (continued) C

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	C
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	C
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	C
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

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

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

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

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Item
755 SPECIAL ASSEMBLY #4 LAYER 3 IP/VPN SERVICE

1. General

(a) This service is provided pursuant to an agreement between a specific customer and the Company. This service provides a customized Layer 3 IP/VPN service with Class of Service options, Service Level Agreement and associated equipment to an initial 19 terrestrial sites in the Company's serving area. The initial total combined capacity for all sites is 2,360 Mbps with individual site speed options ranging from 30 to 300 Mbps depending on site type and availability of facilities. The contract requires that the initial combined total capacity amount is maintained at a minimum through the life of the contract as specified above.

(b) Provided that there is no inconsistency with the terms and conditions set out in this tariff, the services in this tariff are also subject to the terms and conditions provided for in Private Wire Service CRTC 3003 Item 1110, V-Connect Service. Where the terms or conditions set out in this Special Services Tariff differ from Item 1110, the terms and conditions of this Special Services Tariff will apply.

2. Terms and Conditions

(a) A three-year contract term applies. After the expiry of the initial three-year MCP, the Service will continue to be provided on a month-to-month basis at the rates and charges shown below, which may be terminated by the Company or the customer with 30-days written notice.

(b) If the customer terminates this agreement, the customer shall pay in one single payment, a termination fee equal to 50% of the fees payable to the Company calculated from the date of termination to the end of the service term.

(c) Sites are classified as Type W, X, Y or Z.

(1) Type W sites are located in areas that are not covered by types X, Y and Z and where smaller bandwidth requirements are needed. These sites are located near or in the communities of Mayo, YT; Nahanni Butte, NT, and Fort Nelson, BC.

(2) Type X sites are located in areas with Fibre transport near or in the major communities of Fort Nelson, BC; Hay River, NT; Whitehorse, YT; and Yellowknife, NT.

(3) Type Y sites are Fibre repeater locations located on Fibre transport but not located in major communities. These communities are located near or in:

i. BC Communities: Atlin, Blueberry and Fort Nelson.
ii. NT Communities: Behchokǫ̀, Fort Good Hope, Fort Providence, Fort Resolution, Fort Simpson, Fort Smith, Inuvik, Norman Wells, Tuktoyaktuk, Tulita, Whatì, Wrigley and Yellowknife. C
iii. YT Communities: Carcross, Carmacks, Champagne, Dawson City, Haines Junction, Teslin, and Watson Lake.

(4) Type Z sites are located in a microwave transport fed community. These communities are located near or in Aklavik, NT and Dawson City, YT. C

3. Rates and Charges

(a) The customer is contracting for a certain number of sites with an initial combined total capacity of 2360 Mbps. The customer has the flexibility to amend the bandwidth speeds and number of sites while maintaining a minimum monthly payment of $714,583. The applicable monthly rate per site, per bandwidth option, is shown in (c) below.

(b) When it is necessary to obtain equipment and/or facilities from other communications organizations to provide the service, the Company will levy contract terms and conditions and charges imposed by other communications organizations, plus reasonable mark up.

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Item
755 SPECIAL ASSEMBLY #4 LAYER 3 IP/VPN SERVICE

3. Rates and Charges – Continued

(c) The customer may select the speed of its circuits, subject to the availability of suitable equipment and facilities, from the following speeds:

Bandwidth Option (Mbps)	Monthly Rate, per circuit			
	Community Type W	Community Type X	Community Type Y	Community Type Z
5	$ 5,100	N/A	N/A	N/A
10	9,000	N/A	N/A	N/A
20	12,850	N/A	N/A	N/A
30	N/A	N/A	$ 18,069	N/A
40	20,000 N	N/A	19,270	N/A
45	N/A	N/A	N/A	$ 50,600
50	N/A	N/A	21,369	N/A
100	N/A	$ 19,356	27,822	93,529
200	N/A	35,348	52,965	N/A
300	N/A	48,415	53,600	N/A
400	N/A	58,996	59,600	N/A
600	N/A	68,500	N/A	N/A
800	N/A	85,300	N/A	N/A
1,000 (1 Gbps)	N/A	99,200	N/A	N/A

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Item
755 **SPECIAL ASSEMBLY #4 LAYER 3 IP/VPN SERVICE (cont'd)**

4. Service Level Agreement (SLA) and Class of Service (CoS) C

(a) SLA and CoS Targets C

	Terrestrial Basic CoS	Terrestrial Platinum CoS (40% of Basic CoS)
Service Availability	99.90%	99.90%
Packet Loss	N/A	<1%
Latency	N/A	<150ms
Jitter	N/A	<25ms

(b) SLA Credit Rules C

(1) For Service Availability Targets: C

For the first failure to satisfy the CoS target at any site, Northwestel will provide the customer with a credit which is equal to the percentage specified in the table below of the total monthly Basic CoS bandwidth fees for that site. For the second and any subsequent failure to satisfy the CoS target at any site (only if occurring in the months immediately following a month in which the first failure occurred), Northwestel will provide the customer with a credit which is equal to the percentage specified in the table below of the total monthly Basic CoS bandwidth fees for that site. In the event Northwestel satisfies the CoS target in any month subsequent to any of the failures described above, the penalty regime shall reset and any failure to satisfy the CoS target after such month that Northwestel attains the CoS target shall be deemed to be a "first failure" as set out above.

(2) For Packet Loss, latency and Jitter Targets: C

For the first failure to satisfy the CoS targets of Premium and Platinum CoS bandwidth at a site, Northwestel will provide the customer with a credit which is equal to the percentage specified in the table below of each affected CoS bandwidth monthly fees payable for that site. For a second and any subsequent failure at that site (only if occurring in the months immediately following a month in which the first failure occurred), Northwestel will provide the customer with a credit which is equal to the percentage specified in the table below of each affected CoS monthly fees payable for that site. In the event Northwestel satisfies the CoS target in any month subsequent to any of the failures described above, the penalty regime shall reset and any failure to satisfy the CoS target after such month that Northwestel attains the CoS target shall be deemed to be a "first failure" as set out above.

a. SLA Credit Table C

	Terrestrial Communities	Satellite Communities
First Failure	25%	10%
Second/Subsequent Failure	50%	20%

b. Other Rules C

Credits are applied monthly on a community by community (individual circuit) basis. The credits in any given month cannot exceed the total monthly fee for any community. Modifying the Service at a site after an initial order will disrupt reporting and invalidate current month SLAs.

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Item
756 SPECIAL ASSEMBLY #1 LAYER 2 ETHERNET WAN SERVICE

1. General C

(a) This arrangement is provided pursuant to an agreement between a specific customer and the Company with a defined number of communities and a Minimum Bandwidth Commitment from the customer. This service provides customized point-to-point Layer 2 Ethernet WAN links and associated equipment between terrestrial sites in the Company's serving area. The customer has the option to adjust overall bandwidth consistent with the terms and conditions and at the rates and charges shown below. C C

2. Terms and Conditions C D

(a) A five-year minimum contract period (MCP) applies. At the end of the initial five-year MCP, the arrangement will renew for an additional five-year MCP, unless the customer or the Company gives notice to the other at least 90 days prior to the expiry of the initial MCP that it does not wish to renew the arrangement. After the expiry of the initial or additional five-year term, the service may be provided on a month-to-month basis which may be terminated by either the customer or the Company with 30-days written notice. N

(b) In the event the customer terminates the arrangement prior to the expiry of the initial or additional five-year term, the customer shall pay to the Company all charges due for services furnished to date plus a termination charge equal to 50% of the remaining monthly recurring charges applicable to the unexpired portion of the MCP.

(c) Termination charges will be reduced or waived if the customer enters into a contract with the Company for another WAN service. If the committed revenues under the new contract are equal to or greater than the remaining committed charges for the balance of the initial MCP, then the termination charge shall be waived. If the committed revenues under the new contract are less than the remaining committed charges for the balance of the initial MCP, the termination charges will be reduced by 50%. N

(d) Provided that there is no inconsistency with the terms and conditions set out in this tariff, the services in this tariff are also subject to the terms and conditions provided for in Private Wire Service CRTC 3003, Item 1124, Ethernet Wide Area Network (E-WAN) Service. Where the terms or conditions set out in this Special Services Tariff differ from those shown in Item 1124, the terms and conditions of this Special Services Tariff will apply. C C

(e) The customer commits to a Minimum Bandwidth Commitment of 4,000 Mbps. N

(f) The customer may purchase additional incremental bandwidth in addition to the Minimum Bandwidth Commitment at the rates and charges set out below. Incremental bandwidth is available in 100Mbps increments only, and is applicable on a per community basis only.

(g) Incremental additional bandwidth is not available to communities currently served by microwave transport. Should these communities be upgraded to fibre transport during the term of this arrangement, the customer may allocate additional incremental bandwidth as set out in (f) above.

(h) The customer may reallocate the Minimum Bandwidth Commitment and/or additional incremental bandwidth amongst the fibre-fed communities in this arrangement once during each calendar year of the arrangement without additional fee. The minimum increment for reallocation is 50Mbps.

(i) If the customer moves their community point-of-presence, the customer is responsible to pay on a time and materials basis pursuant to CRTC 3001 Item 306 – Construction Charges for any new fibre access builds, if applicable, to the new community point-of-presence as required to support the requested bandwidth. N

3. Rates and Charges C

(a)	Initial minimum baseline bandwidth, per month	$156,000 C
(b)	Additional incremental bandwidth, 100Mbps increments only, per month (Note)	$2,000 C

Note: Optional incremental bandwidth is provided subject to the availability of suitable facilities.

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Item
757 REMOTE IP-VPN WAN SPECIAL ASSEMBLY C

1. General N

(a) The Remote IP-VPN WAN Special Assembly (the Service) is provided pursuant to an agreement between a single customer and the Company and provides a customized 2 Mbps IP-VPN access with 40% Platinum Class of Service (CoS) at each of five tower locations outside of the standard serving areas for V-Connect Service as shown in CRTC 3003 Item 1110.

(b) The Service may be connected to other IP-VPN WAN services, including other V-Connect services, at the Company's discretion and subject to the availability of suitable facilities and equipment.

(c) Provided that there is no inconsistency with the terms and conditions set out in this tariff, the Service in this tariff is also subject to the terms and conditions provided for in Private Wire Service Tariff CRTC 3003, Item 1110 – V-Connect Service. Where the terms or conditions set out in this Item differ from CRTC 3003 Item 1110, the terms and conditions of this Item will apply.

2. Terms and Conditions

(a) A three-year minimum contract period (MCP) applies. After the expiry of the initial MCP, the Service will be provided on a month-to-month basis which may be terminated by either the customer or the Company with 30-days written notice.

(b) In the event the customer terminates the Service or any individual access prior to the expiry of the initial MCP, the customer shall pay to the Company all charges due for services furnished to date plus a termination charge equal to 100% of the remaining monthly recurring charges applicable to the unexpired portion of the MCP.

(c) Termination charges will be reduced or waived if the Customer enters into a contract with the Company for another eligible service, when:

(1) The total committed recurring charges for the new service under the new contract are equal to or greater than those remaining under the original contract, the termination charges for the original contract will be waived; or

(2) The total committed recurring charges for the new service under the new contract are less than those remaining under the original contract; the termination charges for the original contract will be calculated as 50% of the difference between the committed recurring charges of the new and original contracts.

(d) The Service is provided with 40% Platinum CoS included. The proportion of bandwidth allocated to each CoS can be modified with no change to the monthly rate, subject to the service charges in section 3. The total bandwidth allocated to Enhanced, Premium, and Platinum CoS combined cannot exceed 40% of the access bandwidth.

(e) The Service Level Agreement as set out in CRTC 3003 Item 1110.6 is not applicable to the Service. The Service includes the following service level objectives (SLOs):

Metric	Basic CoS SLO	Enhanced CoS SLO	Premium CoS SLO	Platinum CoS SLO
Service Availability	99.9%	99.9%	99.9%	99.9%
Packet Loss	N/A	<2%	<1%	<1%
Latency	N/A	<200ms	<150ms	<80ms
Jitter	N/A	<50ms	<25ms	<25ms

N

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Item
757 REMOTE IP-VPN WAN SPECIAL ASSEMBLY (continued)

C

2. Terms and Conditions - continued

N

(f) The Service is provided over a single Virtual Routing and Forwarding (VRF) instance. The Customer cannot add additional VRFs. The Service supports a maximum of 1,000 routes per VRF instance.

(g) Speed upgrades are not available for accesses provided as part of the Service. If speed upgrades are required, then the customer must enter into a new agreement with the Company.

(h) All other optional services as shown in CRTC 3003 Item 1110 - V-Connect Service are not available for these accesses.

3. Rates and Charges

(a) The following rates and charges apply to the Service:

i.	Monthly Rate, each 2 Mbps access	$4,500.00
ii.	One-time installation fee, per 2 Mbps access	$5,000.00

N

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Item
758 Remote Internet Protocol – Virtual Private Network (IP-VPN) Service

1. General

(a) The Remote Internet Protocol-Virtual Private Network (IP-VPN) Service (the Service) provides for a single V-Connect Service connection at an initial speed of 512 kbps.

(b) Provided that there is no inconsistency with the terms and conditions set out in this Item, the Service provided pursuant to this Item is subject to the terms and conditions as set out in CRTC 3003 Item 1110 – V-Connect Service. Where the terms or conditions set out in this Item differ from CRTC 3003 Item 1110., the terms and conditions of this Item apply.

2. Terms and Conditions

(a) The Service is offered on an initial three-year minimum contract period (MCP). After the expiry of the MCP, the Service will continue to be provided at the same rates, terms and conditions on a month-to-month basis, which may be terminated by either the customer or the Company with 30-days written notice.

(b) In the event of termination of the Service by the customer prior to the expiry of the MCP, the customer shall pay to the Company all charges due for the Service plus a termination charge equal to 50% of the monthly charges applicable to the unexpired portion of the MCP.

(c) Termination charges will be reduced or waived if the customer enters into a contract with the Company for another service, when:

(1) The total committed recurring charges for the new service under the new contract are equal to or greater than those remaining under the original contract, the termination charges for the original contract will be waived; or

(2) The total committed recurring charges for the new service under the new contract are less than those remaining under the original contract; the termination charges for the original contract will be calculated as 50% of the difference between the committed recurring charges of the new and original contracts.

(d) The Service demarcation point is the splice point where the customer-provided fibre meets the Company's fibre network (the Service Demarcation Point). The Company will install the Company Provided Equipment (CPE) at the location defined by the customer, and the customer-facing Ethernet port(s) on the CPE will be the connection point for the customer to access the Service (the Service Connection Point). C

(e) The Company's responsibility for the Service ends at the Service Demarcation Point. If there is a Service-affecting issue on the customer-provided fibre between the Service Demarcation Point and the Service Connection Point, the customer is responsible for fix/repair. The customer may ask the Company to perform fix/repair/maintenance on the customer-provided fibre on an as-needed basis, and such services will be provided at the Company's then-current tariffed rates. Service credits will not be payable by the Company due to Service-affecting issues related to the customer-owned fibre beyond the Service Demarcation Point.

3. Rates and Charges

(a) The following rates and charges apply:

(1)	Monthly Rate	$ 1,991.18
(2)	One-time Installation Fee	$17,497.00

For explanation of symbols see Page 1

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3rd Revised Page 120

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Item
767 1000 MBPS AND BEYOND ENTERPRISE INTERNET SERVICE SPECIAL ASSEMBLY

1. General

(a) This service provides a symmetrical high-speed Internet access service at transmission speeds of 3,000 Mbps, 4,000 Mbps, 5,000 Mbps or 10,000 Mbps with future opportunities for larger bandwidth, to a single customer in one location in the Northwest Territories.

(b) The service includes peering and transiting functionality and utilizes Border Gateway Protocol (BGP). BGP is a standardized exterior gateway protocol designed to exchange routing and reach-ability information between autonomous systems on the Internet.

(c) The service provides an optional secondary link from the customer's premises to the Central Office for use in the event of a failure of the primary link. N N

2. Terms and Conditions

(a) The service is provided for a minimum contract period (MCP) ending 31 March 2029 (the initial MCP).

(b) This service can be extended after the initial MCP for up to three additional one-year extension periods at the customer's request. After the expiry of the initial MCP and any additional one-year extension periods, the service will continue to be provided at the same rates, terms and conditions on a month-to-month basis, which may be terminated by either the customer or the Company with 30-days written notice.

(c) In the event of termination by the customer or the service prior to the expiry of the initial MCP, the customer shall pay to the Company all charges due for services furnished to date plus:

(1) A termination charge equal to 50% of the monthly charges applicable to the unexpired portion of the MCP; plus

(2) 100% of reasonable out-of-pocket expenses that the Company incurs or will incur in connection with its contractual arrangements with any third-party providers; and

(3) All charges for performed construction and backhaul and any related windup or remediation, charges for inside wiring, and any termination fees associated with terminating leases for third-party facilities or other backhaul related charges.

(d) Termination charges in (c) may be reduced if the customer commits to another Company-provided service at the same location:

(1) If the committed revenues under the new contract are equal to or greater than the remaining committed charges for the balance of the initial MCP, then the termination charge calculated in (c)(1) shall be waived. The charges as set out in (c)(2) and (c)(3) are still payable in full.

(2) If the total committed recurring charges for the new service under the new contract are less than those remaining under the original contract; the termination charges for the original contract as per (c)(1) will be calculated as 50% of the difference between the committed recurring charges of the new and original contracts. The charges as set out in (c)(2) and (c)(3) are still payable in full.

(e) The monthly rate includes an unlimited usage allowance applicable for each month.

(f) There is a speed change fee whenever the customer orders a change to the speed level.

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Item
767 **1000 MBPS AND BEYOND ENTERPRISE INTERNET SERVICE SPECIAL ASSEMBLY (continued)**

2. Terms and Conditions (continued)

(g) The secondary link can only be used in the event of a failure in the primary link. The customer is responsible to ensure that the secondary link is only used when the primary link in unavailable. The Company will monitor the secondary and primary links and reserves the right to charge additional rates, based on the actual bandwidth consumed, for use of the secondary link when the primary link is also used. N N

3. Rates and Charges

(a) Primary Link N

Symmetrical Speed (Mbps)	Monthly Recurring Charge	Speed Change Fee, per occurrence
3,000	$121,000.00	See CRTC 3001 Item 1736.4.(h)(6)b.
4,000	$123,000.00	
5,000	$125,000.00	
10,000	$130,000.00	

(b) Secondary Link – All speeds N N

(1) Monthly rate $ 2,000.00
(2) One-time charge $ 7,500.00

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Item
768 SPECIAL ASSEMBLY #5 LAYER 2 ETHERNET WAN SERVICE

1. General C

This service is provided pursuant to an agreement between a specific customer and the Company. This service provides one customized point-to-point Layer 2 Ethernet WAN link and associated equipment between two terrestrial sites in the Northwest Territories. The initial speed is 2 Mbps with future upgrade opportunities. C C

Provided that there is no inconsistency with the terms and conditions set out in this Item, the service in this Item is also subject to the terms and conditions shown in Private Wire Service Tariff CRTC 3003, Item 1124, Ethernet Wide Area Network (E-WAN) Service. Where the terms or conditions set out in this Item differ from Item 1124, the terms and conditions of this Item apply. C C

2. Terms and Conditions C

(a) A five-year minimum contract period (MCP) applies effective 1 May 2020. After the expiry of the MCP, the service will continue to be provided at the same rates, terms and conditions on a month-to-month basis, which may be terminated by either the customer or the Company with 30-days written notice. C C

(b) In the event of termination of the service by the customer prior to the expiry of the MCP, the customer shall pay to the Company all charges due for the service plus a termination charge equal to 50% of the monthly charges applicable to the unexpired portion of the contract period. N

(c) Termination charges will be reduced or waived if the customer enters into a contract with the Company for another eligible service, when:

(1) The total committed recurring charges for the new service under the new contract are equal to or greater than those remaining under the original contract, the termination charges for the original contract will be waived; or
(2) The total committed recurring charges for the new service under the new contract are less than those remaining under the original contract; the termination charges for the original contract will be calculated as 50% of the difference between the committed recurring charges of the new and original contracts. N

3. Rates C

One-time service charge:	$14,500
Monthly recurring:	$415

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Item

769 **RESERVED FOR FUTURE USE.** C

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Item

770 RESERVED FOR FUTURE USE C

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(D)

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Item
772 OPERATION OF CUSTOMER-OWNED FIBRE FACILITY SERVICE

1. General

(a) Operation of Customer-Owned Fibre Facility Service (OCOFFS) is an arrangement between the Customer and the Company which provides for the operation and maintenance of the Customer's fibre facility from the Company's McGill Lake point of interconnection facility to the Company's Central Office in Inuvik.

(b) The Customer's fibre facility will transit the communities noted below. Interconnection by third parties with the Customer's fibre facility is permitted in each of these communities.

Community	Province/Territory
Fort Good Hope	NT
Fort Simpson	NT
Inuvik	NT
Norman Wells	NT
Tulita	NT
Wrigley	NT

Local access facilities for interconnection to this system when provided by Northwestel will be provided at the rates, terms and conditions as specified in the Company's tariffs. Interconnection of other facilities is permitted where agreed to by the Customer. The point of interconnection in these communities can be within the Company's Central Office. Interconnection with the Customer's fibre facility may also be made at the Company's McGill Lake point of interconnection. **(C)**

(c) This arrangement is provided subject to the availability of suitable facilities. Should suitable facilities not be available when requested by the Customer, the Company may offer to provide alternative services, and such alternative services will be provided subject to the Customer's agreement.

(d) For the period from 1 October 2016 and expected to end no later than 31 December 2017, service to Inuvik will be provided over the Customer's fibre facility and/or through a combination of existing Company terrestrial facilities on an interim basis (the Initial Configuration), until the Customer migrates all end-user traffic. The capacity delivered to Inuvik by the Initial Configuration will be provided on a best efforts basis, and may be limited by the capacity and capabilities of the transport network, such as microwave facilities, between Inuvik and McGill Lake.

(e) For the period beginning upon completion of the Customer's fibre facility and successful migration of all traffic from the Initial Configuration to the Customer's fibre facility and for the remainder of the Contract Period (the Final Configuration), service to Inuvik will be provided over the Customer's fibre facility. For the period up to 31 December 2017, the Customer is permitted to have traffic on both the Initial Configuration as well as the fibre facility.

(f) Beginning 1 January 2018, back-up circuits are provided as part of OCOFFS. Back-up circuits are provided solely on Company provided facilities to deliver traffic from each community noted in (b) above to McGill Lake in the event of a failure of the Customer's fibre facility. These back-up circuits are provided at no additional charge to the Customer, as set out below. **(N)**

(g) For Inuvik only, back-up circuits are provided upon request by the Customer for certain of its end-users, as designated by the Customer. Each back-up circuit will provide up to 5 Mbps of bandwidth for each primary circuit on the Customer's fibre facility.

(h) For all communities noted in (b) above, including Inuvik, a single back-up circuit of 2 Mbps, or 10% of the average daily capacity up to a maximum of 20 Mbps per community, is provided upon request.

(i) The Customer's fibre facility will connect to a 10Gbps wavelength service at the Company's McGill Lake, NWT facility as set out in Special Services Tariff CRTC 3010 Item 773, Large Capacity Wavelength Service, which will carry the Customer's traffic to High Level, AB. Interconnection with other facilities and/or carriers at High Level are not included in this arrangement.

(M)

(M) – CRTC 3010 Item 772.2 Eligibility and Item 772.3.a, Terms and Conditions, moved to 1st Revised Page 131

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Item
772 OPERATION OF CUSTOMER-OWNED FIBRE FACILITY SERVICE

2. Eligibility **(M)**

To be eligible for this arrangement, the Customer will operate a fibre facility from McGill Lake to Inuvik, NWT.

3. Terms and Conditions

(a) In the event of any inconsistencies between this Tariff Item and any written or unwritten contract or agreement with the Customer, the rates, charges, terms and conditions specified in this Tariff Item shall prevail.

(b) Contract Period

The rates, terms and conditions applicable to this arrangement as offered in this Tariff Item shall remain in effect for the Contract Period of the arrangement, unless specified otherwise in this Tariff Item. The Contract Period consists of:

i) the Initial Contract Period for the operation and management of the Customer's fibre facility, which begins on the date the Customer's fibre facility is turned up and ends on 30 October 2034 (the Termination Date).

ii) The Company will, on request by the Customer, for a period not to exceed 6 months after the Termination Date (the Transition Out Period):

a) co-operate fully with the Customer and any successor to achieve a timely, safe, orderly, effective and efficient transition of OCOFFS and to avoid or mitigate in so far as reasonably practicable any inconvenience to end-users or any risk to the health and safety of any person; and

b) continue to provide OCOFFS in whole or in part as required by the Customer. The Customer will pay to the Company the monthly rate as set out in Section 5.0, pro-rated for any partial service during the Transition Out Period.

iii) Termination prior to expiry of the Contract Period: OCOFFS may be terminated prior to the Termination Date by the Customer by written notice and upon payment of the applicable Termination Charges to the Company, calculated as outlined below:

a) the aggregate amount, without duplication, of:

i. the Employee Payments and the Service Provider Breakage Costs;
ii. any accrued but unpaid amounts owing and payable by the Customer to the Company;
iii. any Insurance Receivables, if and to the extent the Company has assigned them to the Customer; and
LESS, to the extent it is a positive amount:
iv. any amounts that the Customer is entitled to set off or deduct under the agreement.

4. Service Level Agreement, Targets and Credits

During the Contract Period, the Customer will pay the Company monthly for OCOFFS as set out in Section 5.0 – Rates and Charges. The monthly rate may be adjusted for deductions for service outages, as outlined below.

(a) Entitlement to Make Deductions

The Customer will be entitled to make deductions for eligible service-affecting events. The aggregate of all deductions that the Customer may make from a monthly payment may not exceed the amount of the monthly charges for that month.

(b) Classification of Event

The classification of an event as an outage, operating failure, or backup unavailability event, and the type of an outage, will be made at the time at which the occurrence of the event is reported to the Company.

(M) – CRTC 3010 Item 772.2 Eligibility and Item 772.3.a, Terms and Conditions, moved from 1st Revised Page 130.

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Item
772 OPERATION OF CUSTOMER-OWNED FIBRE FACILITY SERVICE

(N)

4. Service Level Agreement, Targets and Credits (continued)

(c) Operating Failure Becoming Outage

An operating failure may become or lead to an outage if circumstances change or the operating failure continues. In such a circumstance, at the time when the Customer's fibre facility system is no longer available, the operating failure will have ended (without prejudice to the operating failure deductions that have accrued to that point) and an outage will have occurred.

(d) Outage Deductions

During the operating period, the Customer will pay the Company a monthly service payment calculated as follows:

where: $SP_m = SP_{max_m} - (OD_m + BUD_m + OFD_m + PFD_m) + AEAP_y + lA_m$

provided that:

SP_M = Monthly Service Payment in respect of month *m* (or part of month *m*, as the case may be).

SP_{MAX_M} = Maximum Monthly Service Payment in respect of month *m.* As shown in Section 5.0.

OD_m = The Outage Deduction for month *m*

BUD_M = The Backup Unavailability Deduction for month *m*

OFD_M = Operating Failure Deductions in respect of Operating Failures that have occurred at any time during month *m*

PFD_M = Provisioning Failure Deductions that have occurred during month *m*

$AEAP_Y$ = The Annual Energy Adjustment Payment for the relevant Contract Year *y*, as shown in Section 5.0

IA_M = Any applicable Insurance Adjustment to be paid in the month following the relevant Insurance Review Date.

i) If the first payment period of the term is less than a full calendar month, the monthly service payment will be reduced by the same proportion that the first payment period is less than the total number of days in the calendar month in which the first payment period of the term occurs;

ii) if the last payment period of the term is less than a full calendar month, the monthly service payment will be reduced by the same proportion that the last payment period is less than the total number of days in the calendar month in which the final day of the term occurs;

iii) If the monthly service payment in respect of any month (or part thereof, as the case may be), determined in accordance with this Section, is a negative amount, it shall be deemed to be zero.

The classification of an event as an outage, operating failure, backup unavailability event or provisioning failure event, and the type of an outage, will be made at the time at which the occurrence of the event is reported to the Company.

An event which is incorrectly classified may be re-classified only with the approval of the Customer, such approval not to be unreasonably withheld. If such an event is re-classified, the appropriate deduction (if applicable) will be made and any deduction incorrectly applied will be withdrawn.

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Item
772 OPERATION OF CUSTOMER-OWNED FIBRE FACILITY SERVICE

(N)

4. Service Level Agreement, Targets and Credits (continued)

(d) Outage Deductions (continued)

An operating failure may become or lead to an outage if circumstances change or the operating failure continues, In such a circumstance, at the time when the customer fibre facility system is no longer available, the operating failure will have ended (without prejudice to the operating failure deductions that have accrued to that point) and an outage will have occurred.

The total amount of the outage deductions to be made in respect of each month *m* (or part of month *m*, as the case may be) following service commencement shall be determined in accordance with the following formula:

$$OD_m = EOD_m + SOD_m$$

where:

OD_m	=	Outage Deduction in respect of month *m*
EOD_m	=	the Equipment-Only Outage Deduction for the relevant month *m*
SOD_m	=	the System Outage Deduction for the relevant month *m*

i) Equipment-Only Outage Deductions

a) Potential Monthly Availability

For the purposes of calculating equipment-only availability, the potential monthly availability is calculated as follows:

$$PMA_m = AL_m \times D_m \times M$$

where:

PMA_m	=	Potential Monthly Availability in respect of month *m*
AL_m	=	The simple average number of Locations in the Customer fibre facility system during month *m*
D_m	=	The number of days in month *m*
M	=	The number of minutes in a day, being 1,440

b) Equipment-Only Outage Minutes during a month

Outage minutes with respect to a specific equipment-only outage are calculated as follows:

$$OM = OL \times D$$

where:

OM	=	Outage Minutes relating to a particular Outage
OL	=	The number of Locations rendered not Available as a result of the Outage
D	=	The duration of the Outage

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Item
772 OPERATION OF CUSTOMER-OWNED FIBRE FACILITY SERVICE (N)

4. Service Level Agreement, Targets and Credits (continued)

(d) Outage Deductions (continued)

i) Equipment-Only Outage Deductions (continued)

c) Equipment –Only Availability

Equipment-only availability in respect of month *m* is calculated in accordance with the following formula:

$$EOA_m = \frac{PMA_m - \sum_m EOM}{PMA_m}$$

where:

EOA_m	=	Equipment-Only Availability in respect of month *m*, rounded to 2 decimal places
PMA_m	=	Potential Monthly Availability in respect of month *m*
$\sum_m EOM$	=	The aggregate Outage Minutes in month *m* in respect of Equipment-Only Outages

d) Equipment-Only Outage Deductions

Equipment-only outage deductions are calculated in accordance with the following formula:

$$EOD_m = \left(SP_{\text{max}_m} \times EADP_m\right)$$

where:

EOD_m	=	The Equipment-Only Outage Deduction for the relevant month m
SP_{max_m}	=	Monthly charge for OCOFFS
$EADP_m$	=	Equipment-Only Availability Deduction Percentage based on the Equipment-Only Availability for month *m* calculated as above

Equipment-Only Availability Deduction Percentage

Equipment-Only Availability in month *m*	Deduction %
100% - 99.990%	0%
99.989% - 99.900%	5%
99.899% - 99.000%	15%
98.999% - 98.000%	30%
97.999% - 95.000%	45%
Less than 95.000%	60%

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Item
772 OPERATION OF CUSTOMER-OWNED FIBRE FACILITY SERVICE (N)

4. Service Level Agreement, Targets and Credits (continued)

(d) Outage Deductions (continued)

ii) System-Only Outage Deductions

a) Remaining System Outage Allowance

The aggregate duration of system outages is subtracted from the annual system outage allowance to determine the remaining system outage allowance, in accordance with the following formula:

$$RSOA_m = ASOA_m - \sum_{Y} SOM$$

where:

$RSOA_m$	=	The Remaining System Outage Allowance
$ASOA_m$	=	The Annual System Outage Allowance, being 10,080 minutes
SOM	=	The System Outage Minutes, being the sum of the durations (in minutes) of all System Outages for Contract Year *y*

Only outage minutes attributable to the current contract year are to be considered for the purposes of calculating the remaining system outage allowance during month *m*.

b) Excessive Annual System Outages

i. Where the result of Section a) is less than zero (that is, the annual system outage allowance has been exhausted for the contract year), excessive system outage minutes are calculated as follows:

$$ESOM_m = -RSOA_m$$

ii. Where the result of Section a) is greater than zero, then there are no excessive system outage minutes and no system outage deductions will be applicable for month *m*.

c) System Outage Deduction

System outage deductions for month *m* are based on the incremental excessive system outage minutes attributable to month *m*, in accordance with the following formula:

$$SOD_m = (ESOM_m - ESOM_{m-1}) \times DR_S \times I_y$$

Where:

$ESOM_m$	=	Excessive System Outage Minutes with respect to month *m*
$ESOM_{m-1}$	=	Excessive System Outage Minutes with respect to the previous month, unless month *m* is the first month of a Contract Year, in which case $ESOM_{m-1}$ is deemed to be zero
DR_S	=	Deduction rate of $10 per minute
I_y	=	the Inflation Index for the relevant Contract Year *y*

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Item (N)

772 **OPERATION OF CUSTOMER-OWNED FIBRE FACILITY SERVICE**

4. Service Level Agreement, Targets and Credits (continued)

(d) Outage Deductions (continued)

iii) Duration of Outage

a) The duration, T, of an outage will:

i. start at the time that the customer fibre facility on-board measurement system determines that the customer fibre facility system ceases to be available; and

ii. end at the time that the customer fibre facility on-board measurement system determines that the customer fibre facility system's availability is restored.

b) Where an outage persists from one month to the following month, the outage is deemed to end at 11:59 p.m. on the last day of the month in which it starts in accordance with (a)(1) above, and a new outage is deemed to start at 12:00 a.m. on the first day of the following month.

c) The start and end times for outages described above will be logged and reported to the Company.

iv) Backup Unavailability Deductions

a) If an outage occurs, the Company must ensure that the emergency backup system facility meets the emergency system backup requirements prior to the duration of the outage reaching the backup capacity commitment.

b) If an outage has a duration exceeding the backup capacity commitment and the emergency system backup facility does not meet the emergency system backup requirements in accordance with a) above, then each minute of duration of the outage exceeding the backup capacity commitment will count towards backup unavailability minutes, until either:

i. the outage ends; or

ii. the emergency system backup facility meets the emergency system backup requirements

c) If backup unavailability minutes are accumulated during month m, then the Company will incur a backup unavailability deduction in accordance with the following formula:

$$BUD_m = \sum_m BUM \times \$20 \times I_y$$

where:

BUD_m	=	The Backup Unavailability Deduction in respect of month *m*
$\sum_m BUM$	=	The sum of all Backup Unavailability Minutes accumulated during month *m*
I_y	=	the Inflation Index for the relevant Contract Year *y*

d) The maximum backup unavailability deduction in respect of any single outage, as calculated under (c) above, is $25,000.

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Item
772 OPERATION OF CUSTOMER-OWNED FIBRE FACILITY SERVICE

4. Service Level Agreement, Targets and Credits (continued)

(d) Outage Deductions (continued)

v. Deductions for Operating Failures

a) The operating failure deduction in respect of each month *m* (or part of month *m*, as the case may be, shall be determined in accordance with the following formula:

$$OFD_m = OFP_m \times \$200 \times I_y$$

where:

OFD_m	=	Operating Failure Deduction for month *m*
OFP_m	=	the aggregate Operating Failure Points accumulated in respect of Operating Failures during month *m*
I_y	=	the Inflation Index for the relevant Contract Year *y*

(e) No service level commitment per this Item is provided for the Initial Configuration for service from Inuvik to McGill Lake. Upon completion of the Customer's fibre facility from Fort Good Hope to Inuvik and the migration of service from the Initial configuration to the Final configuration, the terms of this Item shall apply to the entire arrangement.

5. Rates and Charges

(a) The following rates and charges apply:

	Monthly Rate	Service Charge	
Initial Configuration:	$222,439	n/a	**(C)**

(b) Annual Energy Adjustment Payment

In the final month of each contract year, commencing in the second contract year after service commencement, the Company shall determine whether an annual energy adjustment payment is due to Northwestel in respect of the contract year. If an annual energy adjustment payment is applicable, this shall be applied to the Company's calculation of the monthly rate for the final month of the contract year.

The Company shall measure the annual energy unit cost for each contract year, calculated as follows:

$$AEUC_y = \frac{EC_y}{EV_y}$$

where:

$AEUC_y$	=	Annual Energy Unit Cost in respect of Contract Year *y*
EC_y	=	The Company's actual total cost of energy consumed from the Northwest Territories Power Corporation, based on published Business Power Rates, for the purposes of operating OCOFFS, in nominal dollars for Contract Year *y*
EV_y	=	The Company's volume of energy consumption from the Northwest Territories Power Corporation in kwh for Contract Year *y* related to OCOFFS

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772 OPERATION OF CUSTOMER-OWNED FIBRE FACILITY SERVICE

(N)

5. Rates and Charges (continued)

(b) Annual Energy Adjustment Payment (continued)

If and to the extent the annual growth in the annual energy unit cost incurred by the Company for energy consumed for the purposes of offering OCOFFS for the contract year, relative to the preceding contract year, is greater than 5%, the annual energy unit cost variance will be calculated as follows:

$$V_y = \left(\left(\frac{AEUC_y - AEUC_{y-1}}{AEUC_{y-1}}\right) - 5\%\right)$$

where:

V_y	=	Annual Energy Unit Cost Variance in respect of Contract Year y, calculated to 2 decimal places
$AEUC_y$	=	Annual Energy Unit Cost in respect of Contract Year *y*
y	=	The Contract Year

If the annual energy unit cost variance is greater than zero, then an annual energy adjustment payment is to be calculated as follows:

$$AEAP_y = AEUC_y \times V_y \times MEV_y$$

where:

$AEAP_y$	=	Annual Energy Adjustment Payment in respect of Contract Year *y*
$AEUC_y$	=	Annual Energy Unit Cost in respect of Contract Year *y*, calculated above
V_y	=	Annual Energy Unit Cost Variance, calculated above
MEV_y	=	Modelled Energy Volume, being the volume of energy consumption (in kwh) from the Northwest Territories Power Corporation assumed by the Company for the operation of OCOFFS for Contract Year
y	=	The Contract Year

If the annual energy unit cost variance is less than zero, there will be no annual energy adjustment payment. There will be no annual energy adjustment payment in any month other than the final month of a contract year (commencing in the second contract year after service commencement).

(c) Inflation Index

Inflation Index means the consumer price index, as published by the Bank of Canada or, if such index in its present form becomes unavailable, such similar index as may be agreed by the Company and the Customer. The amount subject to the inflation index is adjusted as at each April 1st commencing as of the April 1st following the effective date by multiplying it by the inflation index as at the immediately preceding April; and dividing it by the inflation index as at the base date. The monthly payment amount is adjusted as at each April 1 commencing as of the April 1 following the effective date by:

(a) multiplying it by the inflation index as at the immediately preceding April; and

(b) dividing it by the inflation index as at the base date.

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Item 773 LARGE CAPACITY WAVELENGTH SERVICE

1. General

(a) Large Capacity Wavelength Service (LCWS) is an arrangement between the Customer and the Company which provides a 100 Gbps dedicated wavelength capacity over the Company's facility from its McGill Lake Point of Presence (PoP) to High Level, Alberta (AB) and a second 100 Gbps dedicated wavelength over the Company's facility from its McGill Lake PoP to Ft. St. John, British Columbia (BC). LCWS is only available for interconnection with Special Services Tariff Item 772, Operation of Customer Owned Fibre Facility Service (OCOFFS). C | C

(b) This arrangement is provided subject to the availability of suitable facilities. Should suitable facilities not be available when requested by the Customer, the Company may offer to provide alternative services, and such alternative services will be provided, subject to the Customer's agreement.

(c) The Customer's fibre facility will connect to a 100 Gbps wavelength service at the Company's McGill Lake PoP, which will carry the Customer's traffic to High Level, AB, and with a second 100 Gbps wavelength service at the Company's McGill Lake PoP which will carry the Customer's traffic to Ft. St. John, BC. Interconnection with other facilities and/or carriers at High Level, AB, and/or Ft. St. John, BC, are not included in this arrangement. C | C

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2. Eligibility

To be eligible for this arrangement, the Customer will meet the following requirements:

The Customer will connect a third-party owned fibre facility running from McGill Lake to Inuvik, NWT and interconnect with Operation of Customer Owned Fibre Facility Service (OCOFFS), Item 772 at McGill Lake.

3. Terms and Conditions

(a) In the event of any inconsistencies between this Tariff Item and any written or unwritten contract or agreement with the Customer, the rates, charges, terms and conditions specified in this Tariff Item shall prevail.

(b) Contract Term

The rates, terms and conditions applicable to this arrangement as offered in this Tariff Item shall remain in effect for the Contract Term of the arrangement. The Contract Term begins upon the interconnection of this service with the fibre facility for a period of 25 years.

4. Service Level Agreement, Targets and Credits

(a) Monitoring and Reporting:

Northwestel and the Customer will work together to develop and implement a mutually acceptable reporting and monitoring capability for service levels. Reports will be provided on a monthly basis and will include service requests/disconnects, outages, and Mean Time to Repair metrics.

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Item
773 LARGE CAPACITY WAVELENGTH SERVICE (N)

4. Service Level Agreement, Targets and Credits (continued)

(b) Performance Targets

	% Target	
System Availability	98%	
Equipment Availability	99.99%	

i. Northwestel will give ten (10) business days advance notice of service-affecting scheduled maintenance to the Customer and will limit scheduled maintenance to a maximum of four (4) hours service-affecting scheduled maintenance per month.
ii. In case of a major scheduled maintenance event, Northwestel may exceed the monthly 4 hours service-affecting limit by giving the Customer fifteen (15) business days notice of the event.
iii. Northwestel will provide a minimum of one (1) business day's notice for service-affecting unscheduled maintenance, and will limit unscheduled maintenance to a maximum of one hour per month.
iv. From time to time the Customer may provide Northwestel with notice of a period or periods of time during which Northwestel shall not conduct scheduled maintenance.

(c) Definitions

Equipment Availability is defined as the uptime of the active wavelength electronics of the service. It is calculated as follows: The number of minutes in the particular month MINUS the sum of the number of Excusable Downtime minutes of wavelength electronics and the number of downtime minutes other than Excusable Downtime minutes TIMES 100%, DIVIDED BY the difference of the number of minutes in a particular month and the number of Excusable Downtime minutes.

Expressed as a formula:
Equipment Availability = [(days in month) X (24 hours X 60 minutes) –
(Excusable Downtime minutes + downtime minutes other than
Excusable Downtime minutes)] X 100% ÷ [(days in month) X
(24 hours X 60 minutes) – (Excusable Downtime minutes)]

Excusable Downtime consists of the following:

i. Downtime caused by an event of Force Majeure;
ii. Downtime that results from any actions or omissions of the Customer or Customer's end users of the Customer's service(s) or other third parties (except for Northwestel providers);
iii. Scheduled maintenance; or
iv. Unscheduled maintenance.

A **Major Scheduled Maintenance Event** is defined as a planned maintenance event that has the following attributes:

i. a system upgrade or equipment modification is required to be implemented; and
ii. there are compelling technical reasons to implement the changes at more than one location within the same overall maintenance activity.

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Item (N)

773 LARGE CAPACITY WAVELENGTH SERVICE

i. Service Level Agreement, Targets and Credits (continued)

(c) Definitions (continued)

Mean-Time to Repair (MTTR) is the period of time measured from the time the customer report is received by the Northwestel Service Desk until the service is accepted by the Customer as restored.

Service-affecting means a condition where services may not or do not meet the performance targets.

Scheduled Maintenance is defined as maintenance prescribed by Northwestel to ensure the correct operation of the LCWS equipment and outside plant. Scheduled maintenance is maintenance that can be foreseen and planned in advance.

System Availability is defined as the amount of time the system is available for use and is calculated as follows:

The number of hours in the particular month MINUS the sum of the number of Excusable Downtime hours and the number of downtime hours other than Excusable Downtime hours or fractions of an hour TIMES 100%, DIVIDED BY the difference of the number of hours in a particular month and the number of Excusable Downtime hours.

Expressed as a formula:

System Availability = [(days in month) X (24 hours) –
(Excusable Downtime hours + downtime hours other than
Excusable Downtime hours)] X 100% ÷ [(days in month) X
(24 hours) – (Excusable Downtime hours)]

Unscheduled Maintenance is maintenance that cannot be foreseen, and is required to be undertaken to ensure the correct operation of the LCWS equipment and outside plant. Unscheduled maintenance may be undertaken at the request of equipment/outside plant manufacturers of Northwestel, and may be implemented to resolve or mitigate a service-affecting performance issue.

(d) Service Level Credit Rules

The Service Level Agreement ("SLA") targets are measured based on an average over a calendar month. In the event that the Customer notifies Northwestel of any failure to meet an SLA, Northwestel will investigate, analyze and communicate to the Customer the cause of the failure. If the failure is a result of actions or omissions by Northwestel or Northwestel providers, the Customer will receive:

i. **For missed System Availability Targets**: For the first failure to satisfy the system availability target, Northwestel will provide the Customer with a credit equal to the percentage of the total monthly fees specified in the service level credits table below. For the second and any subsequent failure (if occurring in the month immediately following a month in which the target was missed), Northwestel will provide the Customer with a credit equal to the percentage of the total monthly fees specified in the service level credits table below. In the event Northwestel meets the system availability target in the month following a month in which the target was missed, the system availability service level target will reset and any failure to meet the system availability target in the following month will be deemed to be a first failure as set out above.

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Item
773 **LARGE CAPACITY WAVELENGTH SERVICE** (continued) C

(d) Service Level Credit Rules (continued)

ii. **For missed Equipment Availability Targets**: For the first failure to satisfy the equipment availability target, Northwestel will provide the Customer with a credit equal to the percentage of the monthly fees as specified in the service level credits table below. For the second and any subsequent failure at that site (if occurring in the month immediately following a month in which the target was missed), Northwestel will provide the Customer with a credit equal to the percentage of the total monthly fees as specified in the service level credits table below. In the event Northwestel meets the equipment availability target in the month following a month in which the target was missed, the service level target will reset and any failure to meet the equipment availability target after such month that Northwestel attains the SLA will be deemed to be a first failure as set out above.

iii. **MTTR Target**: Northwestel shall repair any equipment or system availability failure within 48 hours, measured from the time the customer report is received by the Northwestel Service Desk until the service is accepted by the Customer as restored. In the event that the MTTR target is not met, without limiting the SLA credit entitlements described above, Northwestel will provide the Customer with an additional credit equal to 10% of the monthly fees. For each additional 48-hour increment thereafter until service is restored, Northwestel will provide an additional 2% credit, up to a maximum credit of 100% of the monthly fees. For greater certainty, a credit that begins in one calendar month will continue to compound into the next calendar month, until such time as service is restored (and unless the repair allows Northwestel to meet the relevant availability target for the subsequent calendar month), again, up to a maximum credit of 100% of the regular monthly fees. C

iv. **SLA Credit Table**:

For System Availability and Equipment Availability Targets:

First Failure	10%
Second or Subsequent Failure	25%

The Customer agrees that the service credits and termination as a result of chronic failure are the Customer's sole and exclusive remedy and Northwestel's sole and exclusive liability for failure to meet any or all service levels and in respect of the performance or non-performance of any of the services, and that payment of any service credits are in lieu of any entitlement Customer may have to damages or other remedies under this agreement, at law or in equity.

(e) Service Request Objective

Northwestel's objective is to implement any new service request for additional 10 Gbps wavelengths within 6 weeks of receipt of a written request from the Customer.

5. Rates and Charges

	Monthly Rate
Initial arrangement of 100 Gbps from McGill Lake to High Level, AB and 100 Gbps from McGill Lake to Ft. St. John, BC C | C	$96,000 A

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Item
774 Symmetrical Gateway Internet Service Special Assembly N

1. General

(a) Symmetrical Gateway Internet Service Special Assembly (the Service) provides for a single symmetrical high-speed Internet access service at a maximum data rate of 10 Gbps at one location to a single customer in our operating territory. The service includes peering and transiting functionality and utilizes Border Gateway Protocol (BGP). BGP is a standardized exterior gateway protocol designed to exchange routing and reachability information between autonomous systems on the Internet.

(b) Provided there is no inconsistency with the terms and conditions set out in this Item, the service provided pursuant to this Item is also subject to the terms and conditions provided in CRTC 3001 – Item 1736 – Terrestrial Enterprise Internet Services – Optimized Internet Service.

2. Terms and Conditions

(a) The Service is offered on an initial five-year minimum commitment period (MCP). After the expiry of the initial five-year MCP, the Service will renew for an additional five-year MCP unless the customer or the Company gives written notice to the other at least 90 days prior to the expiry of the initial five-year MCP that it does not wish to renew the Service. After the expiry of the initial or additional five-year MCP, the Service may continue to be provided at the same rates, terms and conditions on a month-to month basis, which may be terminated by either the customer or the Company with 30-days written notice.

(b) If the Service is terminated prior to the expiry of the initial or additional five-year MCP, the customer shall pay all charges incurred and any outstanding amounts up to the date of the termination plus 50% of the remaining committed charges for the balance of the MCP.

(c) Termination charges may be reduced or waived if the customer commits to another Company-provided service at the same location:

(1) If the committed revenues under the new contract are equal to or greater than the remaining committed charges for the balance of the initial MCP, then the termination charge shall be waived.

(2) If the total committed recurring charges for the new service under the new contract are less than those remaining under the original contract, the termination charges for the original contract will be calculated as 50% of the difference between the committed recurring charges of the new and original contracts.

(d) The monthly rate includes unlimited usage.

(e) As an exception to Item 1736.4.(h)(1) and (2), no speed change or reallocation of the bandwidth for this service is permitted.

3. Rates and Charges

(a)	Monthly Rate:	$ 118,200.00
(b)	One-time activation charge:	$ 200.00

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Item
775 SPECIAL ASSEMBLY # 7 LAYER 2 ETHERNET WAN SERVICE

1. General

(a) This service is provided pursuant to an agreement between a specific customer and the Company with a defined initial one-time capital contribution. This service provides customized point-to-point Layer 2 Ethernet WAN circuits and associated equipment between multiple terrestrial sites in the Company's serving area and sites outside the Company's serving area.

(b) Provided that there is no inconsistency with the terms and conditions set out in this tariff, the services in this tariff are also subject to the terms and conditions provided for in Private Wire Service Tariff CRTC 3003, Item 1124 - Ethernet Wide Area Network (EWAN) Service. Where the terms or conditions set out in this Item differ from CRTC 3003 Item 1124, the terms and conditions of this Item will apply.

2. Terms and Conditions

(a) The service is offered on an initial five-year minimum contract period (MCP). New sites added to the initial arrangement are subject to an initial five-year MCP from that site's installation date.

(b) After the expiry of the initial five-year MCP for any site, the service will continue to be provided at the same terms and conditions; however, the applicable rates will be those shown for month-to-month in section 3(c) below until the customer signs a new agreement. The month-to-month service may be terminated by either the customer or the Company with 30-days written notice. For clarity, termination charges do not apply for service provided on a month-to-month basis to any site following expiry of the initial or any subsequent five-year MCP for that service. C C C

(c) In the event of termination of the service by the customer prior to the expiry of the MCP, the customer shall pay to the Company all charges due for the service plus a termination charge equal to 50% of the monthly charges applicable to the unexpired portion of the contract period.

(d) Termination charges will be reduced or waived if the customer enters into a contract with the Company for another Company data service, when:

(1) The total committed recurring charges for the new service under the new contract are equal to or greater than those remaining under the original contract, the termination charges for the original contract will be waived; or
(2) The total committed recurring charges for the new service under the new contract are less than those remaining under the original contract; the termination charges for the original contract will be calculated as 50% of the difference between the committed recurring charges of the new and original contracts.

(e) Termination charges as described in section 2.(c) will be waived on a per-site basis if the customer disconnects a circuit due to the fact that they are abandoning or closing the site. N N

(f) Services provided pursuant to this Item may not be assigned by either the customer or the Company without the prior written consent of the other party, not to be unreasonably withheld or delayed.

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Item
775 SPECIAL ASSEMBLY # 7 LAYER 2 ETHERNET WAN SERVICE M

3. Rates

(a) One-time capital contribution: $ 323,088 C

(b) Monthly Charges, per site, per circuit, 5-year MCP C

Site Category	Bandwidth Options (Mbps)							Additional VLAN, each (Note)
	10 Mbps	20 Mbps	30 Mbps	50 Mbps	60 Mbps	70 Mbps	100 Mbps	
#1	$ 3,630	$ 5,525	$ 7,415	$7,450	N/A	N/A	N/A	See CRTC 3003 Item 1118.5.d), Additional VLAN
#2	$ 9,580	N/A	$ 22,670	$22,680	$35,370	$40,390	$40,400	
#3	$ 13,500	N/A	N/A	$22,395	N/A	N/A	N/A	
#4	N/A	$ 10,500	N/A	N/A	N/A	N/A	N/A	

Note: Site Category #3 circuits include up to five VLANs at no additional charge; all other sites include one VLAN at no additional charge. M

(c) Monthly Charges, per site, per circuit, month-to-month rates N

Site Category	Bandwidth Options (Mbps)							Additional VLAN, each (Note)
	10 Mbps	20 Mbps	30 Mbps	50 Mbps	60 Mbps	70 Mbps	100 Mbps	
#1	$ 4,538	$ 6,906	$ 9,269	$ 9,313	N/A	N/A	N/A	See CRTC 3003 Item 1118.5.d), Additional VLAN
#2	$ 11,975	N/A	$ 28,338	$28,350	$44,213	$50,488	$50,500	
#3	$ 16,875	N/A	N/A	$27,994	N/A	N/A	N/A	
#4	N/A	$ 13,125	N/A	N/A	N/A	N/A	N/A	

Note: Site Category #3 circuits include up to five VLANs at no additional charge; all other sites include one VLAN at no additional charge. N

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Item
776 **Special Assembly # 10 Layer 2 Ethernet (WAN) Service** N

1. General

(a) The Special Assembly #10 Layer 2 Ethernet (WAN) Service (the Service) provides one customized point-to-point Layer 2 Ethernet WAN link and associated equipment between a terrestrial site in the Yukon to Edmonton, Alberta at a speed of 1,000Mbps symmetrical.

(b) Provided that there is no inconsistency with the terms and conditions set out in this Item, the Service is also subject to the terms and conditions set out in CRTC 3003 - Item 1124 - Ethernet Wide Area Network (E-WAN) Service. Where the terms or conditions set out in this Item differ from Item 1124, the terms and conditions of this Item shall apply.

2. Terms and Conditions

(a) The Service if offered on an initial three-year minimum contract period (MCP). After the expiry of the initial three-year MCP, the Service will continue to be provided at the same rates, terms and conditions on a month-to-month basis, which may be terminated by either the Customer or the Company with 30-days written notice.

(b) If the Service is terminated prior to the expiry of the initial three-year MCP, the customer shall pay all charges incurred and any outstanding amounts up to the date of the termination plus 50% of the remaining committed charges for the balance of the MCP.

(c) Termination charges may be reduced or waived if the customer commits to another Company-provided service at the same location:

(1) If the committed revenues under the new contract are equal to or greater than the remaining committed charges for the balance of the initial MCP, then the termination charge shall be waived.
(2) If the total committed recurring charges for the new service under the new contract are less than those remaining under the original contract; the termination charges for the original contract will be calculated as 50% of the difference between the committed recurring charges of the new and original contracts.

3. Rates and Charges

(a) The following monthly and one-time service charges apply:

(1)	Monthly Rate	$17,824.28
(2)	One-time Service Charge	$19,000.00

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Item
778 Special Assembly # 11 Layer 2 Ethernet (WAN) Service N

1. General

(a) The Special Assembly #11 Layer 2 Ethernet (WAN) Service (the Service) provides one customized point-to-point Layer 2 Ethernet WAN extension and associated equipment between a terrestrial microwave site near Patry Lake, BC, back to the serving Central Office of Fort Nelson, BC, at a speed of 20 Mbps symmetrical. The Service connects to another Company-provided General Tariff service in the serving Central Office, extending the General Tariff service to the customer's site which is outside the normal serving area.

(b) Provided that there is no inconsistency with the terms and conditions set out in this Item, the Service is also subject to the terms and conditions set out in CRTC 3003 - Item 1124 - Ethernet Wide Area Network (E-WAN) Service. Where the terms or conditions set out in this Item differ from Item 1124, the terms and conditions of this Item shall apply.

2. Terms and Conditions

(a) The Service if offered on an initial five-year minimum contract period (MCP). After the expiry of the initial five-year MCP, the Service will continue to be provided at the same terms and conditions but at the Monthly Rate shown below in 3.(a)(2) on a month-to-month basis, which may be terminated by either the customer or the Company with 30-days written notice.

(b) If the Service is terminated prior to the expiry of the initial five-year MCP, the customer shall pay all charges incurred and any outstanding amounts up to the date of the termination plus 50% of the remaining committed charges for the balance of the MCP.

(c) Termination charges may be reduced or waived if the customer commits to another Company-provided service at the same location:

(1) If the committed revenues under the new contract are equal to or greater than the remaining committed charges for the balance of the initial MCP, then the termination charge shall be waived.

(2) If the total committed recurring charges for the new service under the new contract are less than those remaining under the original contract; the termination charges for the original contract will be calculated as 50% of the difference between the committed recurring charges of the new and original contracts.

(d) The Service can only be used in conjunction with another Company-provided General Tariff service.

3. Rates and Charges

(a) The following monthly and one-time service charges apply:

(1) Monthly Rate for the initial five-year MCP:	$ 500.00 per month
(2) Monthly Rate after the expiry of the initial five-year MCP:	$ 1,500.00 per month
(2) One-time Service Charge:	$ 150,000.00 N

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

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1st Revised Page 149.1	D

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Item
780 IP/VPN SPECIAL FACILITY SERVICE #1 N

1. General

(a) IP/VPN Special Facility Service #1 provides two facilities to a single customer. Facility #1 provides for a 2 Mbps point-to-point circuit between two customer locations. Facility #2 provides for a 1.5 Mbps IP/VPN circuit.

2. Terms and Conditions

(a) Facility #1 is provided on a three-year minimum contract period (MCP).

a. After the expiry of the initial three-year MCP, with the mutual consent of the Company and the customer, Facility #1 will continue to be provided on a month-to-month basis at the rates and charges shown below.

b. If Facility #1 is terminated prior to the expiry of the initial three-year MCP, the customer shall pay all charges incurred and any outstanding amounts up to the date of the termination plus all remaining committed charges for the balance of the MCP.

i. Termination charges may be reduced or waived if the customer commits to another service at this location. If the committed revenues under the new contract are equal to or greater than the remaining committed charges for the balance of the initial MCP, then the termination charge shall be waived. If the committed revenues under the new contract are less than the remaining committed charges for the balance of the initial MCP, the termination charges will be reduced by 50%.

(b) Facility #2 is provided on a five-year MCP.

a. After the expiry of the initial five-year MCP, with the mutual consent of the Company and the customer, Facility #2 will continue to be provided on a month-to-month basis at the rates and charges shown below.

b. If Facility #2 is terminated prior to the expiry of the initial five-year MCP, the customer shall pay all charges incurred and any outstanding amounts up to the date of the termination plus all remaining committed charges for the balance of the MCP.

i. Termination charges may be reduced or waived if the customer commits to another service at this location. If the committed revenues under the new contract are equal to or greater than the remaining committed charges for the balance of the initial MCP, then the termination charge shall be waived. If the committed revenues under the new contract are less than the remaining committed charges for the balance of the initial MCP, the termination charges will be reduced by 50%.

c. Provided that there is no inconsistency with the terms and conditions set out in this tariff for Facility #2, Facility #2 in this tariff is also subject to the terms and conditions provided for in Private Wire Service Tariff CRTC 3003, Item 1110 – V-Connect Service. Where the terms or conditions set out in this Special Services Tariff for Facility #2 differ from the Item 1110, the terms and conditions of this Special Services Tariff will apply. N

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Item
780 IP/VPN SPECIAL FACILITY SERVICE #1 (continued)

3. **Rates and Charges**

(a) The following monthly and one-time service charges apply:

	Monthly rate	Service Charge
Facility #1	$3,229.00	$24,000.00
Facility #2	$2,504.00	$10,000.00

(b) Additional services such as additional VLANs and/or VRFs may be provided, pursuant to the rates and charges as set out in CRTC 3003 Item 1110 V-Connect Service.

N

N

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Item
781 200 MBPS SYMMETRICAL LAYER 2 POINT-TO-POINT SERVICE

1. General

(a) This service provides a single customized 200 Mbps symmetrical point-to-point Layer 2 Ethernet WAN circuit and associated equipment between a site in Fort Nelson, BC, in the Company's serving area and a site in Fort St. John, BC, outside the Company's serving area.

(b) Provided that there is no inconsistency with the terms and conditions set out in this Item, the services in this Item are also subject to the terms and conditions provided for in Private Wire Service Tariff CRTC 3003, Item 1124 - Ethernet Wide Area Network (EWAN) Service. Where the terms or conditions set out in this Item differ from CRTC 3003 Item 1124, the terms and conditions of this Item will apply.

2. Terms and Conditions

(a) The service is offered on an initial five-year minimum contract period (MCP).

(b) After the expiry of the initial five-year MCP, the service will continue to be provided at the same rate, terms and conditions. The month-to-month service may be terminated by either the customer or the Company with 30-days written notice.

(c) In the event of termination of the service by the customer prior to the expiry of the MCP, the customer shall pay to the Company all charges due for the service plus a termination charge equal to 50% of the monthly charges applicable to the unexpired portion of the contract period.

(d) Termination charges will be reduced or waived if the customer enters into a contract with the Company for another Company data service, when:
(1) The total committed recurring charges for the new service under the new contract are equal to or greater than those remaining under the original contract, the termination charges for the original contract will be waived; or
(2) The total committed recurring charges for the new service under the new contract are less than those remaining under the original contract; the termination charges for the original contract will be calculated as 50% of the difference between the committed recurring charges of the new and original contracts.

3. Rates and Charges

(a) One-time Charge: $5,000.00

(b) Monthly Recurring Charge: $6,000.00

N

N

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Effective: 14 October 2024
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Final Approval in Telecom Order CRTC 2024-332, 18 December 2024
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Item
782 SPECIAL ASSEMBLY #12 LAYER 2 ETHERNET WAN SERVICE N

1. General

(a) Special Assembly #12 Layer 2 Ethernet WAN Service (the Service) is provided pursuant to an agreement between a specific customer and the Company. The Service provides one customized 100 Mbps point-to-point Layer 2 Ethernet WAN link and associated equipment between two terrestrial sites in the Northwest Territories.

(b) Provided that there is no inconsistency with the terms and conditions set out in this tariff, the services in this tariff are also subject to the terms and conditions provided for in Private Wire Service CRTC 3003, Item 1124, Ethernet Wide Area Network (E-WAN) Service. Where the terms or conditions set out in this Special Services Tariff differ from the E-WAN Service Tariff, Item 1124, the terms and conditions of this Special Services Tariff will apply.

2. Terms and Conditions

(a) The Service if offered on an initial five-year minimum contract period (MCP). After the expiry of the initial five-year MCP, the Service will continue to be provided at the same rates, terms and conditions on a month-to-month basis, which may be terminated by either the Customer or the Company with 30-days written notice.

(b) If the Service is terminated prior to the expiry of the initial five-year MCP, the customer shall pay all charges incurred and any outstanding amounts up to the date of the termination plus 50% of the remaining committed charges for the balance of the MCP.

(c) Termination charges may be reduced or waived if the customer commits to another Company-provided service at the same location:

(1) If the committed revenues under the new contract are equal to or greater than the remaining committed charges for the balance of the initial MCP, then the termination charge shall be waived.

(2) If the total committed recurring charges for the new service under the new contract are less than those remaining under the original contract; the termination charges for the original contract will be calculated as 50% of the difference between the committed recurring charges of the new and original contracts.

3. Rates and Charges

(a)	Monthly recurring charge, 100 Mbps	$10,240.00

N

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Item
783 Operation and Maintenance of Mobile Radio System (MRS) Service N

1. General

(a) Operation and Maintenance of Mobile Radio System (MRS) Service (the Service) is an arrangement between a single customer (the Customer) and the Company which provides for the operation and maintenance of the Customer's privately-owned radio system in the Yukon. The radio network provides radio communication services to various government departments and agencies. The radio system does not provide PSTN functionality.

(b) In addition to operation and maintenance, the Company provides IPVPN data service to backhaul the radio traffic between the various radio sites, to the various response control centers manned by the Customer and the various government departments and agencies that utilize the Customer's service.

(c) All other services that the Company provides in addition to those services specified in this Item are provided pursuant to the Company's tariffs.

(d) The Customer's radio facilities are located at an initial 50 sites throughout the Yukon. Additional sites may be added over the term of this arrangement.

2. Terms and Conditions

(a) The term for the Service ends on 15 June 2035 (the Initial Term). After that date, the Service will continue to be provided at the same rates, terms and conditions on a month-to-month basis which may be terminated by either the Company or the Customer with 30-days written notice.

(1) The Customer may terminate the Service in whole or in part at any time before the end of the Initial Term by providing the Company with at least 30 days' written notice before the proposed early termination date. The Customer will pay to the Company the following Termination Fees:
   a. 100% of the reasonable out of pocket expenses that the Company incurs or will incur in connection with its contractual arrangements with third-party providers;
   b. all charges for performed construction and backhaul and any related wind-up or remediation, charges for inside wiring, and any termination fees associated with terminating leases for third-party facilities or other backhaul related charges;
   c. if terminated during the first five years of the Initial Term, an amount equal to 100% of the remaining monthly charges for the terminated service that would have been payable to the end of the Initial Term;
   d. if terminated during the second five years of the Initial Term, an amount equal to 25% of the remaining monthly charges for the terminated service that would have been payable to the end of the applicable Service Term; and
   e. any applicable taxes on a., b. and c.

(2) The Termination Fees may be reduced or waived if the Customer commits to another Company-provided service at the same location, and if the committed revenues under the new contract are equal to or greater than the remaining committed Fees for the balance of the Initial Service Term.

(b) The charges for the Service are the combined total of:

(1) Operation and Maintenance (O&M) charges, per site, as set out in 3.(a);
(2) Second Line Support, for the Service, as set out in 3.(b); and
(3) IPVPN circuits, per site, as set out in 3.(c).

(c) The Customer must maintain a minimum of 47 Fully Supported sites for the term of the Service. N

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Item
783 Operation and Maintenance of Mobile Radio System (MRS) Service (continued) N

2. Terms and Conditions (continued)

(d) The Company will incur the costs to operate and maintain the Customer's facilities at all locations specified in the governing agreement (the Agreement) and will charge the Customer O&M charges based on each location type as identified in the rate table provided in this tariff, except for certain network elements as mutually agreed and specified in the Agreement. For these network elements, work undertaken by the Company at the request of the Customer will be subject to charges pursuant to the Company's then-current tariffs, as applicable.

(e) Location type, as shown in Section 3(a) for O&M per location, is based on the location of the site. IPVPN Circuits, as shown in Section 3(c), are not available in all locations. All IPVPN Circuits are provided only where suitable facilities exist and with the mutual agreement of the Company and the Customer.

(f) The Company will, as part of the Service, provide a credit to the Customer for any network outage, calculated as per the Agreement, for the period of time corresponding to the outage.

(g) If the Agreement is terminated by the Company for cause, the Customer will pay to the Company its direct damages, assessed in accordance with the Agreement.

3. Rates

(a) O&M Rates, per site

(1) One-time Charge for O&M, for all Sites $1,573,165.75

(2) Monthly Rate for O&M, per Site Type, per month for all months up to 30 April 2026:

Site Type	Monthly Rate per site
Group A	$ 159.01
Group B	2,959.00
Group C	2,753.00
Group D	5,828.00
Group E	6,298.00
Group F	8,877.00
Group G	11,932.00

(3) Monthly Rate for O&M, per Site Type per month for all months from 1 May 2026:

Site Type	Monthly Rate per site
Fully Supported	$6,165.03
Best Effort	250.00

N

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Item
783 Operation and Maintenance of Mobile Radio System (MRS) Service (continued) N

3. Rates (continued)

(b) Second Line Support, for the Service in its entirety:

Year	Annual Rate (Note 1)
2026	$473,742.00
2027	$487,953.00
2028	$502,593.00
2029	$517,669.00
2030	$538,377.00
2031	$559,911.00
2032	$582,307.00
2033	$605,600.00
2034	$629,824.00
2035	$655,017.00

Note 1: The 2035 annual rate is based on 12 months. Billing in that year will be calculated by dividing the annual amount by 12 and the resulting amount will be applied for each month of service. Other years will be billed annually. The annual rate is based on a rate billed from a third party in USD$ with an exchange rate of 1.40 (CDN$ to USD$) with a range of 4% negative or positive (range of 1.35 – 1.45) within which no adjustment is to be made. Outside of this range, the monthly rate will be adjusted by adding or subtracting from $1.40 CDN the difference between the prior month end market rate at invoice date and the appropriate end of the range. Market rate means the Canada/USA closing rate on the last trading day of the prior month, as published by the Bank of Canada at www.bankofcanada.ca/en/rates/exchange.html.

(c) IPVPN circuits (per circuit)

Bandwidth	Monthly Rate
768 Kbps Circuit	$2,470.00
2 Mbps Circuit (Note)	$3,620.00
10 Mbps Circuit (Note)	$618.00

Note 2: 2 Mbps and 10Mbps IPVPN Circuits are only available in specified sites, where suitable facilities exist and with the mutual agreement of the Company and the Customer. N

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Item
784 SPECIAL ASSEMBLY FOR ARCTIC WINTER GAMES 2020 N

1. General

(a) Under this Item (the "Service"), the Company will provide telecommunications services to the Arctic Winter Games Host Society (AWGHS), including wireline voice, data and terrestrial Internet services in the city of Whitehorse, YT, for the duration of the Arctic Winter Games (the "Games') from 15 March 2020 to 21 March 2020 and surrounding time periods required to administer the Games.

2. Terms and Conditions

(a) This arrangement is subject to the terms and conditions of the AWGHS Sponsorship Form agreement.

(b) The Service shall expire and terminate upon service deactivation after the Games. Games related service will be disconnected by end of day 23 March 2020 and Games administration service by end of day 31 May 2020.

3. Rates and Charges

(a) The Service will be provided at no charge to AWGHS up to a retail value as defined in the AWGHS Sponsorship Form agreement (the "threshold"). Any charges for services provided above the threshold will be provided and billed at the Company's current tariffed rates. N

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Item
785 IP/VPN SPECIAL FACILITY SERVICE #2 N

1. General

(a) IP/VPN Special Facility Service #2 (the Service) extends the customer's IP/VPN Network at 1.5 Mbps to a location outside of the standard serving areas as shown in CRTC 3003 – Item 1110 – V-Connect Service.

2. Terms and Conditions

(a) The Service is provided on a five-year minimum contract period (MCP).

(b) After the expiry of the initial five-year MCP, the Service will continue to be provided on a month-to-month basis at the rates and charges shown below, which may be terminated by the Company or the customer with 30-days written notice.

(c) If the Service is terminated prior to the expiry of the initial five-year MCP, the customer shall pay all charges incurred and any outstanding amounts up to the date of the termination plus all remaining committed charges for the balance of the MCP.

(d) Termination charges may be reduced or waived if the customer commits to another Company-provided service at the same location.

(1) If the committed revenues under the new contract are equal to or greater than the remaining committed charges for the balance of the initial MCP, then the termination charge shall be waived.
(2) If the committed revenues under the new contract are less than the remaining committed charges for the balance of the initial MCP, the termination charges will be reduced by 50%.

(e) Provided that there is no inconsistency with the terms and conditions set out in this tariff, the Service is also subject to the terms and conditions provided in Private Wire Service Tariff CRTC 3003, Item 1110 – V-Connect Service. Where the terms or conditions set out in this Special Services Tariff for the Service differ from the Item 1110 – V-Connect Service, the terms and conditions of this Special Services Tariff will apply.

3. Rates and Charges

(a) The following monthly and one-time service charges apply:

	Monthly rate	Service Charge
IP/VPN Circuit	$1,490.00	$17,610.00

(b) Additional services such as additional VLANs and/or VRFs may be provided pursuant to the rates and charges as set out in CRTC 3003 - Item 1110 - V-Connect Service, subject to availability. N

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Item
786 SPECIAL ASSEMBLY #13 LAYER 2 ETHERNET (WAN) SERVICE N

1. General

(a) Special Assembly #13 Layer 2 Ethernet (WAN) Service (the Service) is provided pursuant to an agreement between a specific customer and the Company. The Service provides two customized 5 Gbps point-to-point Layer 2 Ethernet WAN links and associated equipment as follows:

(1) Between one terrestrial site in the Northwest Territories and one terrestrial site in Alberta; and
(2) Between one terrestrial site in the Yukon and one terrestrial site in Alberta.

(b) The service supports IEEE 802.1ad and QinQ with an MTU up to 9,000 bytes. VLANs are not required.

(c) Provided that there is no inconsistency with the terms and conditions set out in this tariff, the services in this tariff are also subject to the terms and conditions provided for in Private Wire Service CRTC 3003, Item 1124, Ethernet Wide Area Network (E-WAN) Service. Where the terms or conditions set out in this Special Services Tariff differ from the E-WAN Service Tariff, Item 1124, the terms and conditions of this Special Services Tariff will apply.

2. Terms and Conditions

(a) The Service if offered on an initial three-year minimum contract period (MCP). After the expiry of the initial three-year MCP, the Service will continue to be provided at the same rates, terms and conditions on a month-to-month basis, which may be terminated by either the Customer or the Company with 30-days written notice.

(b) If the Service is terminated prior to the expiry of the initial three-year MCP, the customer shall pay all charges incurred and any outstanding amounts up to the date of the termination plus 50% of the remaining committed charges for the balance of the MCP.

(c) Termination charges may be reduced or waived if the customer commits to another Company-provided service at the same location:

(1) If the committed revenues under the new contract are equal to or greater than the remaining committed charges for the balance of the initial MCP, then the termination charge shall be waived.

(2) If the total committed recurring charges for the new service under the new contract are less than those remaining under the original contract; the termination charges for the original contract will be calculated as 50% of the difference between the committed recurring charges of the new and original contracts.

3. Rates and Charges

(a) Monthly recurring charge, each 5 Gbps link:	$ 29,500.00
(b) One-time Service Charge, each 5 Gbps link:	$ 12,500.00

N

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Item
791 Terrestrial Layer 3 IP-VPN WAN Service N

1. General

(a) The Service is a terrestrial Layer 3 IP-VPN WAN solution with up to forty (40%) percent of the total Basic Class of Service (CoS) designated as Platinum CoS. The Service is provided to Customer sites in specified communities in the Northwest Territories. The Service also includes a Service Level Agreement (SLA), Guaranteed Time to Repair (GTTR) and resiliency provisions.

(b) The Service may be connected to IP-VPN WAN services in satellite communities, at the Company's discretion, subject to the availability of suitable facilities and equipment.

(c) Provided that there is no inconsistency with the terms and conditions set out in this tariff, the Service in this tariff is also subject to the terms and conditions provided for in Private Wire Service Tariff CRTC 3003, Item 1110 – V-Connect Service. Where the terms or conditions set out in this Item differ from CRTC 3003 Item 1110, the terms and conditions of this Item will apply.

2. Terms and Conditions

(a) The Service is offered on an initial five-year minimum contract period (MCP). After the expiry of the initial MCP, the Customer may elect to extend the Service for up to two additional one-year extension periods upon ninety (90) days written notice prior to the expiry of the initial or renewal term.

(b) After the expiry of the initial five-year MCP and any additional extension periods, the Service will continue to be provided at the same rates, terms and conditions on a month-to-month basis, which may be terminated by either the Customer or the Company with 30-days written notice.

(c) In the event of termination of the Service by the Customer prior to the expiry of the MCP or any subsequent extension period, the Customer shall pay to the Company all charges due for the Service plus:

(1) A termination charge equal to 50% of the monthly charges applicable to the unexpired portion of the MCP or extension period; plus
(2) 100% of the reasonable out-of-pocket expenses that the Company incurs or will incur in connection with its contractual arrangements with third-party suppliers; plus
(3) All charges for performed construction & backhaul and any related windup or remediation, charges for inside wiring, and any termination fees associated with terminating leases for third party facilities or other backhaul related charges.

(d) Termination charges will be reduced or waived if the Customer enters into a contract with the Company for another eligible service, when:

(1) The total committed recurring charges for the new service under the new contract are equal to or greater than those remaining under the original contract, the termination charges for the original contract will be waived; or
(2) The total committed recurring charges for the new service under the new contract are less than those remaining under the original contract; the termination charges for the original contract will be calculated as 50% of the difference between the committed recurring charges of the new and original contracts.

N

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Approved in Telecom Order CRTC 2021-325, 23 September 2021
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Item
791 Terrestrial Layer 3 IP-VPN WAN Service - continued N

2. Terms and Conditions - continued

(e) After all initial sites as agreed upon by the Company and the Customer are provisioned to the initial bandwidth, the Customer can make speed changes based on the options and rates listed in section 4, provided that the Customer must keep a minimum monthly billing commitment (MMBC) of $580,000.00. Billing for each site shall commence once the individual site has been deemed "service ready" as per Item 791.2.(g).

(f) The managed Customer Edge (CE) router is the physical demarcation between the Customer's TCP/IP routing and Ethernet switching environments and the Company's MPLS switching and routing environment.

(g) The Service will initially offer 1,500-byte maximum transmission unit (MTU) but will transition to 1,600-byte MTU after an initial testing and acceptance period. During the testing and transition period, the Company will provision two Virtual Routing and Forwarding (VRF) instances to operate in parallel until all test and service levels are confirmed. Migration of individual services shall be initiated after successful testing and confirmation of service levels. The Customer will sign off on successful migration of services from 1500-byte MTU VRF to 1600-byte MTU VRF. After the signoff by the Customer, the Company will decommission 1500-byte MTU VRF.

(1) The Customer will be credited for travel costs, including transportation and accommodations, should Customer technicians travel to activate a site as pre-arranged with the Company and the site has not been provisioned by the Company and requires a subsequent trip to activate that site.

(h) The SLA, including applicable credits, is offered pursuant to the terms and conditions shown in Section 4.

(i) Single-site Resiliency – Secondary Link will be provisioned at the same speed as the Primary Link up to 10Gbps and will be charged as per 5.(d).

3. Guaranteed Time to Repair (GTTR)

(a) The Company will provide GTTR service associated with service-related incidents, as measured in actual hours, as follows:

(1)	Tier 1 Communities	4 hours
(2)	Tier 2 Communities	24 hours
(3)	Tier 3 Communities	48 hours

(b) Where flights are required to access a Customer location, regularly scheduled commercial airline flights will be used as the first option. Where a regularly scheduled commercial airline flight cannot be used (or cannot be used and still meet the GTTR metric) field technicians will charter alternate transportation, where possible, to the Customer location. Costs for all regular road travel, scheduled commercial airline flights or alternate transportation charters are the responsibility of the Company. N

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Item
791 Terrestrial Layer 3 IP-VPN WAN Service - continued

3. Guaranteed Time to Repair (GTTR) - continued

(c) The Customer will be invoiced for travel (transportation and accommodation) and labour costs should Company technicians be unable to access any given Customer site at a pre-arranged access time and reasonable efforts to contact the Customer are made.

(d) The Company reserves the right to charge the Customer for costs incurred for trouble calls where no fault in the Company's equipment and/or facilities is found. The Company will not be penalized if GTTR delays are due to *force majeure* or if the Customer premises are not accessible which delays completion of the repair.

(e) Penalties for Missed GTTR are as follows:

(1) 4 hours past the GTTR: a credit equal to 5% of the monthly recurring charge of the affected service
(2) 48 hours past the GTTR: a credit equal to 10% of the monthly recurring charge of the affected service

4. Service Level Agreement (SLA)

(a) Definitions

(1) *Force Majeure* means in a month where failure to meet the Quality of Service standard is caused, in that month, by fire, acts of God, labour disruptions (such as work stoppages, strikes, lockouts and similar labour disruption events), default or failure of another carrier, epidemics, war, civil commotions including acts of terrorism, acts of public authorities or other events beyond the reasonable control of the Company.

(2) *Service Availability* is a percentage computed as follows:

The number of hours in the particular month MINUS the sum of the number of Excusable Downtime hours PLUS the number of downtime hours other than Excusable Downtime hours or fraction of an hour TIMES 100, DIVIDED BY the number of hours in a particular month MINUS the number of Excusable Downtime hours.

In Formula form:
Service Availability = [(days in a month) X (24 hours) – (Excusable Downtime hours + downtime hours other than Excusable Downtime hours)] X 100 ÷ [(days in a month) X (24 hours) – (Excusable Downtime hours)]

(3) *Excusable Downtime*

a. Any change to the service will disrupt reporting and invalidate current month SLA targets.
b. The scheduled and unscheduled maintenance window during which the Company may perform maintenance on the network.
c. Downtime caused by an event of Force Majeure. The party claiming relief under the Force Majeure clause shall use all reasonable efforts to remedy the situation and remove, so far as possible and with reasonable dispatch, the cause of its inability to perform, provided that there shall be no obligation on the party so affected to settle labour disputes or test or to refrain from testing the validity of any order, regulation or law in any court having jurisdiction.

N

N

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Item
791 Terrestrial Layer 3 IP-VPN WAN Service - continued

4. Service Level Agreement (SLA) – continued

(a) Definitions - continued

(3) *Excusable Downtime* - continued

d. Downtime that results from any actions or omissions of the Customer or Customer's end-users of the Service or other third parties (except such third parties for which the Company is responsible under the terms and conditions of this Item).
e. Downtime that results from non-Company equipment or equipment and software of third parties except where the Company has installed such non-Company equipment or software.
f. Downtime where the Company is not provided with reasonably prompt access to the Customer's site to address the trouble.

(b) SLA Targets

Metric	Basic Bandwidth (CoS) Targets	Platinum CoS Bandwidth Targets
Service Availability	99.9%	99.9%
Packet Loss	N/A	<1%
Latency	N/A	<80ms
Jitter	N/A	<25ms

Note 1: SLA Targets are measured within the Company's Rate Centres.

(c) SLA Credit Rules

(1) The SLA targets are measured based on an average over a calendar month. In the event that the Customer notifies the Company of any failure to meet an SLA, the Company will investigate, analyze and communicate to the Customer the cause of the infraction. If it is a result of actions by the Company or the Company's providers, the Customer will receive:

For the first failure to satisfy these SLA targets at any site, the Company will provide the Customer with a credit equal to the percentage specified below of the total applicable monthly charge for that site. For the second and any subsequent failure at any site (only if occurring in the months immediately following a month in which the first failure occurred), the Company will provide the Customer with a credit equal to the percentage specified below of the total applicable monthly charge for that site. In the event the Company satisfies the SLA in any month subsequent to any of the failures described above, the penalty regime shall reset and any failure to satisfy the SLA after such month that the Company attains the SLA shall be deemed to be a "first failure" as set out above.

(2) SLA Credits, All Community Types

a. First failure 10%
b. Second or subsequent failure 20%

N

N

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Item
791 **Terrestrial Layer 3 IP-VPN WAN Service – continued** N

5. Rates and Charges

(a) Initial one-time service charge, for all sites inclusive $ 100,000.00

(b) GTTR, for all sites inclusive, per month $ 6,000.00

(c) IP-VPN Service, per site

Bandwidth (Mbps) Download/Upload	Monthly Rate, per site, including 40% Platinum CoS			
	Type A Community	Type B Community	Type C Community	One-time charges, all Community Types
10/10	N/A	$ 5,321.00	$ 5,721.00	New sites or speed changes after the initial configuration installation, per site – as per CRTC 3003 Item 1110.5
20/20	N/A	$ 8,992.00	$ 10,635.00	
30/30	N/A	$ 11,207.00	$ 15,348.00	
40/40	N/A	$ 12,272.00	$ 20,301.00	
50/50	N/A	$ 13,835.00	$ 25,254.00	
60/60	N/A	$ 15,381.00	$ 28,790.00	
70/70	N/A	N/A	$ 33,234.00	
80/80	N/A	$ 17,609.00	$ 37,578.00	
90/90	N/A	N/A	$ 41,821.00	
100/100	N/A	$ 19,409.00	$ 45,962.00	
200/200	N/A	$ 25,634.00	N/A	
250/250	N/A	$ 28,746.00	N/A	
300/300	$ 24,004.00	$ 31,859.00	N/A	
400/400	$ 30,699.00	$ 40,355.00	N/A	
500/500	$ 36,250.00	$ 49,912.00	N/A	
600/600	$ 44,280.00	$ 59,258.00	N/A	
700/700	$ 51,258.00	N/A	N/A	
800/800	$ 58,123.00	N/A	N/A	
900/900	$ 64,868.00	N/A	N/A	
1,000/1,000	$ 71,500.00	N/A	N/A	
2,000/2,000	$ 125,000.00	N/A	N/A	
3,000/3,000	$ 178,125.00	N/A	N/A	
4,000/4,000	$ 235,000.00	N/A	N/A	

(d) Single-site Resiliency – Secondary Link
(1) Monthly Rate $ 2,000.00
(2) One-time Service Charge $35,000.00

Note: The Customer is responsible to ensure that the Secondary Link is only used when the Primary Link is not available; otherwise, the Company reserves the right to charge additional rates as listed in (c) above, based on the actual bandwidth consumed on the Secondary Link.

N

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Item
793 Custom Internet Protocol-Virtual Private Network (IP-VPN) Special Facility Service N

1. General

(a) Custom IP-VPN Special Facility Service (the Service) provides an IP-VPN connection at 5 Mbps to a location outside of the standard serving area as set out in Private Wire Service Tariff CRTC 3003, Item 1110 – V-Connect Service.

(b) The customer may connect the Service with other IP-VPN services, including V-Connect Service, subject to the availability of suitable equipment and facilities.

(c) In addition to the rates and changes shown below, fibre construction charges apply as set out in CRTC 3001 Item 306 – Construction Charges.

2. Terms and Conditions

(a) The Service is provided on a three-year minimum contract period (MCP).

(b) After the expiry of the initial three-year MCP, the Service will continue to be provided on a month-to-month basis at the rates and charges shown below, which may be terminated by the Company or the customer with 30-days written notice.

(c) If the Service is terminated prior to the expiry of the initial three-year MCP, the customer shall pay all charges incurred and any outstanding amounts up to the date of the termination plus all remaining committed charges for the balance of the MCP.

(d) Termination charges may be reduced or waived if the customer commits to another Company-provided service at the same location.

(1) If the committed revenues under the new contract are equal to or greater than the remaining committed charges for the balance of the initial MCP, then the termination charge shall be waived.
(2) If the committed revenues under the new contract are less than the remaining committed charges for the balance of the initial MCP, the termination charges will be reduced by 50%.

(e) Provided that there is no inconsistency with the terms and conditions set out in this tariff, the Service is also subject to the terms and conditions provided in Private Wire Service Tariff CRTC 3003, Item 1110 – V-Connect Service. Where the terms or conditions set out in this Special Services Tariff for the Service differ from the Item 1110 – V-Connect Service, the terms and conditions of this Special Services Tariff will apply.

3. Rates and Charges

(a)	Monthly Rate	$ 6,350.00
(b)	One-time Service Charge	$ 8,500.00

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Item
794 Remote Internet Protocol-Virtual Private Network (IP-VPN) Service

1. General

(a) The Remote Internet Protocol-Virtual Private Network (IP-VPN) Service (the Service) provides for IP-VPN connections at speeds of 1.5 Mbps or less in five remote site locations outside of the standard serving areas for V-Connect Service as set out in Private Wire Service Tariff CRTC 3003, Item 1110 (V-Connect Service).

(b) The customer may connect the Service with other IP-VPN services, including V-Connect Service, subject to the availability of suitable equipment and facilities.

2. Terms and Conditions

(a) The Service is provided on a three-year minimum contract period (MCP), beginning on the date the Service is provided at each customer site.

(b) After the expiry of the initial three-year MCP, the Service will continue to be provided on a month-to-month basis at the rates and charges shown below, which may be terminated by the Company or the customer with 30-days written notice.

(c) If the Service is terminated prior to the expiry of the initial three-year MCP, the customer shall pay all charges incurred and any outstanding amounts up to the date of the termination plus all remaining committed charges for the balance of the MCP.

(d) Termination charges may be reduced or waived if the customer commits to another Company-provided service at the same location.

(1) If the committed revenues under the new contract are equal to or greater than the remaining committed charges for the balance of the initial MCP, then the termination charge shall be waived.
(2) If the total committed recurring charges for the new service under the new contract are less than those remaining under the original contract; the termination charges for the original contract will be calculated as 50% of the difference between the committed recurring charges of the new and original contracts.

(e) Provided that there is no inconsistency with the terms and conditions set out in this tariff, the Service is also subject to the terms and conditions provided in Private Wire Service Tariff CRTC 3003, Item 1110 – V-Connect Service. Where the terms or conditions set out in this Special Services Tariff for the Service differ from the Item 1110 – V-Connect Service, the terms and conditions of this Special Services Tariff will apply.

(f) The Customer purchases space in Company radio sites pursuant to CRTC 3010 Item 702- Site Space, Power and Tower Attachment Rates. As an exception to CRTC 3010 Item 702.1, the Company will permit a third party to place equipment needed to provide IPVPN service to the Customer within the Customer's space at the five remote site locations included in the Service. The Company must approved the type, quantity, configuration and any other characteristic of the third-party equipment and the Company may refuse to permit any such equipment at its sole discretion. The right to place third-party equipment in the Customer's space in the specified remote site locations may be revoked at the Company's sole discretion with 30-days written notice.

3. Rates and Charges

Remote Site Location	Basic Class of Service	Number of Circuits	Monthly Rate (per site)	One-time Installation Fee (per site)
#1	512 Kbps	1	$ 2,884.66	$ 28,500.00
#2	768 Kbps	2	6,291.10	27,646.00
#3	768 Kbps C	1 C	3,145.55 R	24,275.00 R
#4	512 Kbps	1	2,884.66	20,200.00
#5	512 Kbps	1	2,884.66	18,600.00

For explanation of symbols see Page 1

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