

December 19, 2017

**TARIFF UPDATE**

**Northwestel Inc. Tariff Notice 1005**  
**Special Assembly # 4 Layer 3 IP/VPN**

**NOTE: Effective date – December 19, 2017**

This tariff application was submitted to revise CRTC CRTC 3010 Item 755 to add an additional site category to include new sites with smaller bandwidth options not required at the existing site locations. The new site classification will be called type W and will offer bandwidth options at 5, 10 and 20 Mbps

The CRTC has approved this tariff on an **interim** basis in Telecom Order CRTC 2017-455 on December 19, 2017

<b>Tariff</b>	<b>Description</b>
CRTC 3010	2 <sup>nd</sup> Revised Page 112
CRTC 3010	1 <sup>st</sup> Revised Page 113

## Item

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

**A. General**

This service is provided pursuant to an agreement between a specific customer and Northwestel (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 Northwestel’s serving area. The initial total combined capacity for all sites is 2,360 Mbps with individual site speed options ranging from 30 to 300Mbps 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.

(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 1110, Retail V-Connect Service. Where the terms or conditions set out in this Special Services Tariff differ from the Retail V-Connect Service Tariff, Item 1110, the terms and conditions of this Special Services Tariff will apply.

**B. Terms and Conditions**

A three -year contract term applies. If mutually agreed upon, this agreement may be extended on a month-to-month basis.

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 Northwestel calculated from the date of termination to the end of the service term.

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

(C)

Type W site is located in areas that are not covered by types X, Y and Z and where smaller bandwidth requirements are needed.

(N)

Type X sites are located in areas with Fibre transport in major communities.

Type Y sites are Fibre repeater locations located on Fibre transport but are not located in major communities

Type Z site is located in a microwave transport feed community.

**C. Rates and Charges**

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 below.

Type	Bandwidth Options (Mbps)						
	5	10	20				
W	\$5,100	\$9,000	\$12,850				
Type	Bandwidth Options (Mbps)						
	30	40	50	100	200	300	400
X	N/A	N/A	N/A	\$19,356	\$35,348	\$48,415	\$58,996
Y	\$18,069	\$19,270	\$21,369	\$27,822	\$52,965	N/A	N/A
Z	N/A	N/A	N/A	\$93,529	N/A	N/A	N/A

(N)

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.

(M)

(M) - CRTC 3010 Item 755, D.Service Level Agreement (SLA) and Class of Service (CoS), SLA and CoS Targets moved to 1<sup>st</sup> Revised Page 113.

For explanation of symbols see Page 1

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Interim approval in Telecom Order CRTC 2017-455, 19 December 2017

## SPECIAL SERVICES TARIFF

Item

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

## D. Service Level Agreement (SLA) and Class of Service (CoS)

## 1. SLA and CoS Targets

	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

(M)

## 2. SLA Credit Rules

## a) For Service Availability Targets:

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.

## b) For Packet Loss, latency and Jitter Targets:

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.

## c) SLA Credit Table

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

## d) Other Rules

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.

(M) - CRTC 3010 Item 755, D.Service Level Agreement (SLA) and Class of Service (CoS), SLA and CoS Targets moved from 2<sup>nd</sup> Revised Page 112

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