

Megalink

Unregulated terms and conditions

General Information.

Bell's Megalink™ service ("**Service**") is provided to you, the customer ("**Customer**" or "**you**") by Bell Canada or Bell Aliant ("**Bell**") in accordance with Bell's Unregulated Terms of Service ("**UTOS**") found at www.bell.ca/terms, and the following additional Terms and Conditions. The UTOS, your invoice for the Service, and these Terms and Conditions are together referred to as the "**Agreement**". If you are a customer in Bell Aliant Regional Communications, Limited Partnership ("**Bell Aliant**") territory, your Service will be provided by Bell Aliant on the terms and conditions set out in this Agreement, in which case references to Bell mean Bell Aliant. These Terms and Conditions take precedence over the UTOS to the extent they conflict with the UTOS.

Description of Service.

The Service provides digital access between the Integrated Services Digital network ("**ISDN**") compatible equipment at Customer's premises and Bell's public switched telephone network ("**PSTN**") and is based on ISDN primary rate interface ("**PRI**") standard as developed by the International Telegraph and Telephone Consultative Committee ("**ITTCC**"). Specifically, the Service provides a number of B-Channels in one or more DS1 accesses, under the control of a single D-channel or of multiple D-channels, served by the same central office switch and operating together as one large system terminating at the same address with a minimum of one working telephone number and billed to a single billing telephone number. The Service is configured according to Bell Interface Document BID-0025 filed with, and available from, Industry Canada.

Facilities.

The Service is provided subject to the availability of suitable facilities.

Monthly Services.

Customer may order the Service as well as certain programming options and features ("**Options and Features**") for the Service if and when made available by Bell on a month-to-month basis ("**Monthly Term**"). The Service ordered by Customer on a Monthly Term plus all ordered Options and Features and those emergency and mandatory services associated with the Service are called "**Monthly Services**". Bell may make changes to any of the Monthly Services including but not limited to withdrawing any of them, on prior notice to Customer.

Monthly Fees.

For all Monthly Services ordered by Customer, Customer shall pay to Bell the then applicable and prevailing monthly fees ("**Monthly Fees**") in effect from time to time for such Monthly Services, plus all applicable taxes ("**Taxes**"). Bell may amend the Monthly Fees for the Monthly Services from time to time on prior notice to Customer.

Service Charges.

In addition to the Monthly Fees and Taxes, and other amounts owing under the Agreement, Bell may also apply service charges from time to time ("**Service Charges**"), including without limitation those in connection with (i) orders, rulings, mandates or directives received from CRTC; (ii) returned or rejected payments, collection efforts and administrative costs; and/or (iii) for work associated with the installation and/or move and rearrangement of the Monthly Services, such as:

- DNA Installation Charge - applies per each DNA DS1 or DS3 Access between the Bell Wire Centre and Customer termination point.
- DS0 Activation – applies per DS0 activated within the DS1.
- DS3 Channelizing Feature – applies once at Bell's wire Centre and once at Customer's premises.
- Initial D-Channel Activation Charge - applies per Megalink System Group.
- Additional D-channel Activation Charge - applies to each additional B-channel in a multiple D channel Megalink configuration.
- Back-up D channel Activation Charge - Applies per Megalink System Group in a single D channel configuration where a back-up D-channel is requested.
- Additional Route Traffic Manager ("**RTM**") or Inward Route Labeler ("**IRL**") – applies per RTM or IRL when Customer has more than 5 of either in the Megalink System Group.
- Translations Software Charge - applies for any work performed on an existing Megalink System Group where the Software Translations must be changed. This is charged once per order, whether one element or multiple elements are changed on the same order.
- Basic Overflow Service Charge – once per overflow destination for any destination when Customer has more than 5 destinations in the Megalink System Group.

Bell may increase any Service Charge from time to time.

Directory Errors and Omissions.

In the case of errors or omissions in directory white and yellow page standard listings, whether or not the error or omission relates to a telephone number, Bell's sole and entire liability is limited to making a refund or cancelling any charge associated with such listings for the period during which the error or omission occurred.

In the case of errors or omissions in telephone numbers in directory white and yellow page listings, unless central office facilities are unavailable, Bell's sole obligation and liability is to provide Bell's Reference of Call service, free of charge, until the earlier of termination of your Services, and the distribution of updated directories for that district in which the number or listing is correct.

Bell - Initiated Changes in Telephone Numbers and Service Arrangements.

You have no property rights in any telephone numbers assigned to you. Bell may change such numbers, provided it has reasonable grounds for doing so and has given reasonable advance written notice to you, stating the reason for, and anticipated date of, the change. In cases of emergency, oral notice with subsequent written confirmation is sufficient.

Whenever Bell changes your telephone number on its own initiative, it must, unless there are insufficient central office terminations available, provide Bell's Reference of Call service without charge until the earlier of termination of your Services and the distribution of updated directories for that district showing the new number.

Restrictions on Use of Service.

The Service is subject to the restrictions of use set out in the (i) Bell Interface Document BID-0025 filed with, and available from, Industry Canada, and (ii) ISDN PRI standard as developed by, and available from, the ITTCC.

Other.

All Fees, Service Charges and other rates, charges and prices are quoted in Canadian dollars and do not include applicable Taxes or shipping and handling charges.

Bell shall not be liable for any failure or delay in performance to the extent caused by causes beyond its reasonable control, including without limitation, labour disputes, fires or other casualties, weather or natural disasters, damage to facilities, or the conduct of third parties.

Megalink™ is a trademark of Stentor Resource Centre Inc.