

ITEM
500.20**Customer Volume Pricing Plan (CVPP)****1. Service Description**

The Customer Volume Pricing Plan (CVPP) allows a customer to contract for a Minimum Monthly Billing Commitment (MMBC) for their services in return for a discount based on the term and the amount of the commitment.

CVPP is applicable to those services that qualify for CVPP and which are forborne from regulation, pursuant to Telecom Decision CRTC 2000-150, when they are provided on the cross-sections identified in Item 500.02 and at rates equivalent to the tariff rates for those services.

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|**2. Definitions**

For the purposes of this Tariff Item:

“*Cumulative Usage Billing*” refers to the then current total billing for usage of the service with a start date coincident with the cancellation of Managed Digital Private Line or Digital Private Line contract and the signing of a contract for the reduction of termination charges.

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C**3. Conditions of Service**

1. In the case of new or renewed contracts, the CVPP discount available on applicable services provided by SaskTel shall be determined solely on the value of the applicable service provided by SaskTel.
2. Services may be added to, or subtracted from, the customer’s network at any time within the contract term without penalty, provided that the MMBC is maintained.
3. The actual billing in each month will be the sum of all the eligible charges less the appropriate discount. If the sum of all the eligible charges falls below the MMBC, the actual billing will be the MMBC less the appropriate discount.

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3. Conditions of Service – *Continued* F

- 4. The customer may commit to a higher MMBC during the contract term and obtain the increased CVPP discount for the remainder of the contract.
- 5. Should SaskTel alter the rates or policies for the eligible services such that the sum of all the customer’s eligible charges fall below the contracted MMBC, the customer may decrease the MMNC to the next lower MMBC level without liability, with same contract term.
- 6. Termination of the CVPP contract for circumstances other than those in (7) prior to the expiry of the contract term will result in termination charges equal to one half of the discounted MMBC for the unexpired portion of the contract payable in a single payment at the termination of the contract.
- 7. For the purposes of termination charges for contracted Managed Digital Private Line or Digital Private Line Service, committed revenues are the Minimum Monthly Billing Commitment less the applicable discount for the remaining portion of the contract period. C
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Termination charges equal to one half of the remaining committed revenues, will be reduced or waived as (i), (ii) or (iii) following if the customer:

- (a) Revises the current contract for Managed Digital Private Line Service or Digital Private Line Service. C
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- (b) Replaces a contracted Managed Digital Private Line Service or Digital Private Line Service in whole or in part with a contract for another inter-exchange service, if appropriate, and/or Toll service, or Frame Relay, under condition (iii) below. |
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3. Conditions of Service – Continued

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- (i) If the committed revenues under the contract(s) are equal to or greater than those remaining under the original contract, the termination charges for the original contract will be waived.
- (ii) If the committed revenues under the new contract(s) are less than those remaining under the original contract, the termination charges for the original contract will be reduced by half the committed revenues under the new contract.
- (iii) If the customer subscribes to Frame Relay and/or Long Distance solutions service the cumulative usage billing of the service will be used to reduce all or part of the termination charges for the original contract.

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The tracking of the cumulative usage billing begins with the cancellation of the original Managed Digital Private Line or Digital Private Line contract and the signing of a contract for reduction of termination charges associated with cumulative usage billing for Toll service and/or Frame Relay services.

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The tracking of the cumulative billing ends:

- When the customer no longer subscribes to the new service (Toll service or Frame Relay);
- When the remaining committed revenues under the original contract are met;
- With a time period equal to the larger of three years or the original contract period for Managed Digital Private Line or Digital Private Line service.

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At the end of the tracking period termination charges for the original contract, payable to SaskTel in a single lump payment, will be reduced by half the cumulative usage billing of the new services(s).

The requirements of (iii) continued to apply if the customer no longer subscribes to Digital Private Line or Managed Digital Private Line service.

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500.20**Customer Volume Pricing Plan (CVPP) – Continued**

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3. Conditions of Service – Continued

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8. If the service provided, on any specific rate centre to rate centre cross section, fails to perform in accordance with SaskTel's Performance Objectives for Percentage Error-Free Seconds (PEFS) published either in its Technical Practices or the Customer Technical manuals, as applicable for Digital Private Line and Managed Digital Private Line service, as revised from time to time, and provided the customer provides prompt written notice of such performance failure, SaskTel will have 30 days from the date of receipt of notification to rectify the problem. If by the end of the 30 day period, the service fails to perform in accordance with the PEFS Performance Objectives, the customer may, within a further 10 day period, elect in writing to terminate the service solely for that specific cross-section, including applicable local access components, without payment of the termination charges associated with the cross-section including the local access. PEFS Performance Objectives shall not be construed as guarantees or warranties and the only remedy for failure to meet performance objectives shall be provided for in this item.

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This provision is in addition to any right a customer may have pursuant to other provisions in the tariff. The application of this provision does not constitute an admission of liability for purposes of applying the other provisions in the tariff. PEFS Performance Objectives indicated above apply only to the Canadian portion of service interconnected with services provided by U.S. based carriers.

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500.20**Customer Volume Pricing Plan (CVPP) – Continued****4. Rates**

The Customer shall pay to SaskTel the following rates and charges for Customer Volume Pricing Plan (CVPP). Such rates and charges are in addition to any other rates and charges that may be applicable.

Services eligible for discounts under a CVPP contract are the monthly recurring charges associated with:

1. Digital Private Line Service, with the exception of the components covered under paragraph 1 of the Rates section of the item on Digital Private Line Service (Note 1). C
2. Managed Digital Private Line Service, with the exception of the components covered under paragraph 2 and paragraph 3(a) of the Rates section of the item on Managed Digital Private Line Service (Note 1). C
3. Digital Private Line Solutions Service Extension Features (Note 1). C
4. Interoffice Digital Channels, with the exception of the components under paragraph 1 of the Rates section of the item on Inter-Office Digital Channels (Note 1). C

Note 1: Competitor Digital Network Services components of the above services do not apply for CVPP. N
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4. Rates – Continued

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DISCOUNT SCHEDULE						
	Discounts					
MMBC	1 Year	2 Years	3 Years	4 Years	5 Years	10 Years*
\$500.00	5%	7%	9%	11%	13%	14%
3000.00	7	9	11	13	15	16
6000.00	9	11	13	15	17	18
10 000.00	11	13	15	17	19	20
16 000.00	13	15	17	19	21	22
33 000.00	15	17	19	21	23	24
50 000.00	16	18	20	22	24	25
70 000.00	17	19	21	23	25	26
100 000.00	18	20	22	24	26	27
135 000.00	19	21	23	25	27	28
200 000.00	20	22	24	26	28	29
350 000.00	21	23	25	27	29	30
650 000.00	22	24	26	28	30	32

* The 10 year discounts are not available for new contracts.