

ITEM
140.10**Emergency Call Redirection**

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1. Service Description

Emergency Call Redirection service (the Service) enables SaskTel to redirect a specific business Customer's voice-traffic telephone numbers from the Customer's primary business location to predetermined alternate business locations in the event of an Emergency and only upon the Customer's request at the time of an Emergency. This subscription service is only available between previously specified Customer business locations as agreed upon by the Customer and SaskTel.

2. Definition

For the purpose of this Tariff Item "*Emergency*" means an uncontrollable situation arising at the Customer's primary business location.

3. Conditions of Service

1. The Service will only be offered where suitable equipment, facilities and network capacity are available.
2. If the predetermined alternate business location is beyond the Customer's exchange boundary, applicable long distance charges will apply when calls are redirected to the alternate location.
3. These tariff provisions prevail to the extent of any inconsistency between the tariff and the provisions of any written or unwritten agreement or arrangement with the Customer.
4. The Service does not include the local access facilities at the Customer's specified business locations. If these facilities are not in place, they may be available from SaskTel at current tariff rates and charges. Access facilities must be in place at the predetermined alternate business location before the Service can be activated.
5. The Customer agrees to a minimum of 5 telephone numbers capable of redirection in order to subscribe to the Service. Redirection of telephone numbers by the Service will only be performed with respect to the entire list of previously selected numbers in the Customer group.

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6. The Customer is responsible for contacting SaskTel to activate and de-activate the Service when the Emergency situation has been resolved at the Customer's business location.
7. The initial service period is 12 months. A termination charge equal to 50% of the remaining monthly rental to be paid will be charged for termination of the Service, or some portion of the Service, prior to the completion of the initial service period. Any change to the Service for reasons of business change, such as destination of redirection, company name change, etc. will not result in termination charges applying providing the Service remains intact. Modification charges will apply for the above noted changes.
8. After the initial service period is completed, the Service will continue on a month-to-month basis, at the then current rate for the Service on a month-to-month basis.
9. The Service is available for the Customer's telephone numbers associated with IP Trunking, **Megalink™** and Integrated Business Communications Accesses. This includes associated Direct Inward Dialing Numbers.
10. SaskTel does not make any representation or warranty the Service will be available at all times to the alternate business location specified by the Customer.
11. In the event of a technology change at the SaskTel switch where the primary numbers are connected to that renders the Service is no longer functional as initially designed, SaskTel will review the Service and endeavour to develop a comparable service for the Customer, if so desired. The characteristics and rates of the comparable service may not be equivalent to those included in this tariff, and all developmental costs of the comparable service will be incurred by the Customer. In the event the Customer purchases the comparable service offered by SaskTel, or in the event the Customer elects not to purchase the comparable service and wishes to terminate the existing service instead, SaskTel will waive the termination charges for the existing Service that would otherwise apply pursuant to paragraph 7 above. The comparable service may be subject to Canadian Radio-television and Telecommunications Commission (CRTC) approval prior to SaskTel offering the service to the customer.

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12. The Customer agrees that testing will be initiated once per year by SaskTel for maintenance purposes on dates and at times as agreed upon by the Customer and SaskTel. Customers can initiate additional audits/tests per year for a charge of \$370 per occurrence.
13. The Customer will advise SaskTel of the Customer officials responsible for authorizing SaskTel to invoke or reset the Service or to make any telephone number changes or modifications to the Service and will follow SaskTel standard procedures for making such requests.
14. SaskTel, its employees, officers and agents will not be liable whether in contract or tort (including negligence) or based on any other legal or equitable theory or cause of action, to the Customer or any other person for losses or damages of any kind, whether direct, indirect, consequential, special, incidental, aggravated or punitive, resulting from any failure of the Service, either in whole or in part, to redirect calls from the Customer's primary telephone numbers to the alternate or redirected telephone numbers specified by the Customer in conjunction with and as part of the Service, for any traffic disruptions or congestion caused by the Service, including without limitation, instances where such redirection causes capacity volume issues to any network, system or telephone services.
15. The Customer understands that the Service may be affected and thus not operate in an optimal fashion where an emergency or other extenuating conditions affect the functioning of the SaskTel network. As a result, SaskTel offers no representation or warranty that the Service will remain operational in such circumstances. For the purposes of clarification emergency as used in this Section 15 is not limited to the meaning of that term as set out in Section 2 of this Tariff Item.
16. SaskTel is not obligated to provide the Service while the Customer's account is overdue.

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4. Rates

The Customer shall pay to SaskTel the following rates and charges for the Service. These rates and charges are in addition to any other rates and charges that may be applicable for the access services to each of the Customer business locations.

For...	Monthly Rental	Service Charge	Hourly Rate*
Initial service set-up	-	\$2,000.00	-
Emergency Voice Service (MRC), per customer	\$50.00	-	-
Service activation and deactivation, per occurrence	-	\$370.00	-
Audit/testing, per occurrence**	-	\$370.00	-
Change/modification, per occurrence	-	-	\$150.00

* Customer requested changes or modifications to the service will be carried out at \$150.00 per hour, billable in 1/4 hour increments, with a minimum of 1/2 hour.

** Customer initiated audits or tests