

Bell

Product	Account Number	Device/Subscriber	Currency	Monthly recurring	Date customer request received	Contractual EBD date	Contract end date	Contracted fees to Nov 15, 2018	Amended Restructuring Claim Elimination	Initial Proof of claim Amount
1 Hosted Internet	521190409	HW/MTCE	CAD	1652.50	24/09/2015	24/10/2015	15/11/2018	60,371.33	30,185.67	26,440.00
2 Hosted Internet	521190409	HOSTING	CAD	1440.00	24/09/2015	24/10/2015	15/11/2018	52,608.00	26,304.00	23,040.00
3 Hosted Internet	521190409	IPVPN	CAD	1758.16	24/09/2015	24/10/2015	15/11/2018	64,231.45	32,115.72	23,488.00
4 Hosted Internet	521190409	BID	CAD	3872.00	24/09/2015	24/10/2015	15/11/2018	141,457.07	70,728.53	61,952.00
5 Hosted Internet	521190409	BID-SNMP-MARKHAM	CAD	50.00	24/09/2015	24/10/2015	15/11/2018	1,826.67		0.00
6 Hosted Internet	521190409	EIP	CAD	1003.82	24/09/2015	24/10/2015	15/11/2018	36,672.89	18,336.45	16,061.12
7 Hosted Internet	521190409	MSS	CAD	2340.00	24/09/2015	24/10/2015	15/11/2018	85,488.00	42,744.00	37,440.00
8 Hosted Internet	521190409	MISN	CAD	250.00	24/09/2015	24/10/2015	15/11/2018	9,133.33	4,566.67	4,000.00
9 Hosted Internet	521190409	HW/MTCE-QC	CAD	1652.50	24/09/2015	24/10/2015	15/11/2018	60,371.33	30,185.67	26,440.00
10 Hosted Internet	521190409	HOSTING-QC	CAD	1440.00	24/09/2015	24/10/2015	15/11/2018	52,608.00	26,304.00	23,040.00
11 Hosted Internet	521190409	IPVPN-QC	CAD	1758.16	24/09/2015	24/10/2015	15/11/2018	64,231.45	32,115.72	23,488.00
12 Hosted Internet	521190409	BID-QC	CAD	3872.00	24/09/2015	24/10/2015	15/11/2018	141,457.07	70,728.53	61,952.00
13 Hosted Internet	521190409	BID-QC SNMP	CAD	50.00	24/09/2015	24/10/2015	15/11/2018	1,826.67		0.00
14 Hosted Internet	521190409	EIP-QC	CAD	1003.82	24/09/2015	24/10/2015	15/11/2018	36,672.89	18,336.45	16,061.12
15 Hosted Internet	521190409	MSS-QC	CAD	2340.00	24/09/2015	24/10/2015	15/11/2018	85,488.00	42,744.00	37,440.00
16 Hosted Internet	521190409	MISN-QC	CAD	250.00	24/09/2015	24/10/2015	15/11/2018	9,133.33	4,566.67	4,000.00

Bell	Product	Account Number	Device/Subscriber	Currency	Monthly recurring	Date customer request received	Contractual EBD date	Contract end date	Contracted fees to Nov 15, 2018	Amended Restructuring Proof of Claim Termination (Feb. 2018)	Initial Proof of claim Amount
1	SIPT	520783311	Multiple by disconnect	CAD	2,038.80	07/07/2015	06/08/2015	15/11/2018	\$80,124.84	\$40,062.42	\$19,740.05
2	SIPT	520783311	Multiple by disconnect	CAD	3,089.40	07/07/2015	06/08/2015	15/11/2018	\$121,413.42	\$60,706.71	\$29,861.38
3	SIPT	520783311	Multiple by disconnect	CAD	10,776.60	07/07/2015	06/08/2015	15/11/2018	\$423,520.38	\$211,760.19	\$107,883.20
4	SIPT	520783311	Multiple by disconnect	CAD	3,089.20	07/07/2015	06/08/2015	15/11/2018	\$121,405.56	\$60,702.78	\$29,757.88
5	SIPT	520783311	Multiple by disconnect	CAD	1,847.40	07/07/2015	06/08/2015	15/11/2018	\$72,602.82	\$36,301.41	\$17,765.41
6	SIPT	520783311	Multiple by disconnect	CAD	3,349.20	07/07/2015	06/08/2015	15/11/2018	\$131,623.56	\$65,811.78	\$31,987.15
7	SIPT	520783311	Multiple by disconnect	CAD	9,414.60	07/07/2015	06/08/2015	15/11/2018	\$369,993.78	\$184,996.89	\$89,761.12
8	SIPT	520783311	Multiple by disconnect	CAD	3,171.60	07/07/2015	06/08/2015	15/11/2018	\$124,643.88	\$62,321.94	\$34,395.46
9	SIPT	520783311	Multiple by disconnect	CAD	7,156.80	07/07/2015	06/08/2015	15/11/2018	\$281,262.24	\$140,631.12	\$63,604.07
10	SIPT	520783311	Multiple by disconnect	CAD	1,567.20	12/08/2015	11/09/2015	15/11/2018	\$59,762.56	\$29,881.28	\$0.00
11	SIPT	520783311	9058280340	CAD	237.00	12/08/2015	11/09/2015	15/11/2018	\$9,037.60	\$4,518.80	\$0.00
12	SIPT	520783311	7057332030	CAD	237.00	12/08/2015	11/09/2015	15/11/2018	\$9,037.60	\$4,518.80	\$0.00
13	SIPT	520783311	4504444130	CAD	225.00	12/08/2015	11/09/2015	15/11/2018	\$8,580.00	\$4,290.00	\$0.00



Product	LD	1
Account Number		
Device/Subscriber		
Currency	CAD	
Monthly recurring		
Date customer request received	na	
Contractual EBD date	na	
Contract end date	15-Nov-18	
Contracted fees to Nov 15, 2018	\$38,500.00	
Amended/restructured amount	\$19,250.00	
Initial Proof of claim Amount	\$0.00	



Product	Account Number	Device/Subscriber	Currency	Monthly recurring	Date customer request received	Contractual EBD date	Contract end date	Contracted fees to Nov 15, 2018	Amended Restructuring Fee	Initial Proof of claim Amount
1 Megalink voice	289-261-7850	289-261-7850	CAD	754.99	na - Tariffed	17/07/2015	31/08/2017	\$19,227.08	\$9,613.54	\$0.00
2 Megalink voice	905-433-4850	905-433-4850	CAD	545.00	08/07/2015	07/08/2015	15/11/2018	\$21,400.33	\$10,700.17	\$0.00
3 Megalink voice	905-331-4310	905-331-4310	CAD	545.00	08/07/2015	07/08/2015	15/11/2018	\$21,400.33	\$10,700.17	\$0.00
4 Megalink voice	514-404-4200	514-404-4200	CAD	602.00	08/07/2015	07/08/2015	15/11/2018	\$23,638.53	\$11,819.27	\$0.00
5 Megalink voice	418-634-3302	418-634-3302	CAD	530.00	08/07/2015	07/08/2015	15/11/2018	\$20,811.33	\$10,405.67	\$0.00
6 Megalink voice	613-792-3160	613-792-3160	CAD	545.00	08/07/2015	07/08/2015	15/11/2018	\$21,400.33	\$10,700.17	\$0.00
7 Megalink Data	N604-5606	01IPCD885444/289-261-7850	CAD	330.00	na - Tariffed	17/07/2015	31/08/2017	\$8,404.00	\$4,202.00	\$4,090.19
8 Megalink Data	N604-3715	905-433-4850	CAD	-	08/07/2015	07/08/2015	15/11/2018	\$0.00	\$0.00	\$0.00
9 Megalink Data	n604-3716	905-331-4310	CAD	-	08/07/2015	07/08/2015	15/11/2018	\$0.00	\$0.00	\$0.00
10 Megalink Data	Q602-0011	514-404-4200	CAD	-	08/07/2015	07/08/2015	15/11/2018	\$0.00	\$0.00	\$0.00
11 Megalink Data	Q602-0010	418-634-3302	CAD	-	08/07/2015	07/08/2015	15/11/2018	\$0.00	\$0.00	\$0.00
12 Megalink Data	N604-3720	613-792-3160	CAD	-	08/07/2015	07/08/2015	15/11/2018	\$0.00	\$0.00	\$0.00
13 Megalink voice	905-212-1107	905-212-1107	CAD	614.99	na - Tariffed	11/09/2015	14/07/2016	\$6,211.40	\$3,105.70	\$0.00
14 Megalink voice	289-261-0000	289-261-0000	CAD	10,437.92	na - Tariffed	11/09/2015	31/08/2017	\$247,030.77	\$123,515.39	\$0.00
15 Megalink voice	905-614-3175	905-614-3175	CAD	670.19	na - Tariffed	11/09/2015	31/08/2017	\$15,861.16	\$7,930.58	\$0.00
16 Megalink Data	N601-1946	01IPCD883690/905-212-1107	CAD	430.00	na - Tariffed	11/09/2015	14/07/2016	\$4,343.00	\$2,171.50	\$0.00
17 Megalink Data	N6045606	01IPCD884860/289-261-0000	CAD	2,580.00	na - Tariffed	11/09/2015	31/08/2017	\$61,060.00	\$30,530.00	\$0.00
18 Megalink Data	N6045606	01IPCD883877/905-614-3175	CAD	330.00	na - Tariffed	11/09/2015	31/08/2017	\$7,810.00	\$3,905.00	\$0.00

Bell

Product	Account Number	Device/Subscriber	Currency	Monthly recurring	Date customer request received	Contractual EBD date	Contract end date	Contracted fees to Nov 15, 2018	Contracted fees to Nov 15, 2018	Initial Proof of claim Amount
1 Business Lines	450-348-3176	Multiple by disconnect	CAD	\$147 10	na - Tariffed	05/06/2015	10/07/2015	\$171 62	\$85.81	\$69 37
2 Business Lines	905-561-1498	Multiple by disconnect	CAD	\$136 02	01/06/2015	01/07/2015	15/11/2018	\$5,504 28	\$2,752 14	\$1,125 57
3 Business Lines	819-243-1207	Multiple by disconnect	CAD	\$154.65	01/06/2015	01/07/2015	15/11/2018	\$6,258 17	\$3,129 09	\$1,406 96
4 Business Lines	905-949-6769	Multiple by disconnect	CAD	\$241 90	na - Tariffed	05/06/2015	10/07/2015	\$282 22	\$141 11	\$115 62
5 Business Lines	905-895-5717	Multiple by disconnect	CAD	\$210 91	01/06/2015	01/07/2015	15/11/2018	\$8,534 82	\$4,267 41	\$1,969 74
6 Business Lines	819-346-9204	Multiple by disconnect	CAD	\$209 75	01/06/2015	01/07/2015	15/11/2018	\$8,487 88	\$4,243.94	\$1,969 74
7 Business Lines	514-364-4706	Multiple by disconnect	CAD	\$99 55	01/06/2015	01/07/2015	15/11/2018	\$4,028 46	\$2,014.23	\$844 18
8 Business Lines	613-224-7389	Multiple by disconnect	CAD	\$163 30	01/06/2015	01/07/2015	15/11/2018	\$6,608 21	\$3,304.10	\$1,406 96
9 Business Lines	905-273-4267	Multiple by disconnect	CAD	\$456 90	na - Tariffed	05/06/2015	10/07/2015	\$533 05	\$266 53	\$231 23
10 Business Lines	450-431-7290	Multiple by disconnect	CAD	\$233 90	na - Tariffed	05/06/2015	10/07/2015	\$272 88	\$136 44	\$115 62
11 Business Lines	905-508-7609	Multiple by disconnect	CAD	\$243 12	01/06/2015	01/07/2015	15/11/2018	\$1,406 96	\$1,406 96	\$1,406 96
12 Business Lines	519-885-0713	Multiple by disconnect	CAD	\$163 30	01/06/2015	01/07/2015	15/11/2018	\$6,608 21	\$3,304 10	\$1,406 96
13 Business Lines	450-755-2054	Multiple by disconnect	CAD	\$147 10	na - Tariffed	05/06/2015	10/07/2015	\$171.62	\$85.81	\$69 37
14 Business Lines	905-549-7150	Multiple by disconnect	CAD	\$190 58	01/06/2015	01/07/2015	15/11/2018	\$7,712 14	\$3,856 07	\$1,688 35
15 Business Lines	418-651-7563	Multiple by disconnect	CAD	\$182 20	01/06/2015	01/07/2015	15/11/2018	\$7,373 03	\$3,686 51	\$1,688 35
16 Business Lines	905-655-8170	Multiple by disconnect	CAD	\$453 06	na - Tariffed	05/06/2015	10/07/2015	\$528 57	\$264 29	\$236 93
17 Business Lines	450-687-9948	Multiple by disconnect	CAD	\$99 55	01/06/2015	01/07/2015	15/11/2018	\$4,028.46	\$2,014 23	\$844 18
18 Business Lines	705-739-0138	Multiple by disconnect	CAD	\$178 56	01/06/2015	01/07/2015	15/11/2018	\$844 18	\$844 18	\$844 18
19 Business Lines	905-795-8454	Multiple by disconnect	CAD	\$126 02	01/06/2015	01/07/2015	15/11/2018	\$5,099 61	\$2,549 80	\$1,125 57
20 Business Lines	514-633-1611	Multiple by disconnect	CAD	\$127.62	01/06/2015	01/07/2015	15/11/2018	\$5,164.36	\$2,582 18	\$1,125 57
21 Business Lines	905-433-0297	Multiple by disconnect	CAD	\$146 35	01/06/2015	01/07/2015	15/11/2018	\$5,922 30	\$2,961.15	\$1,406 96
22 Business Lines	905-331-4310	Multiple by disconnect	CAD	\$136 40	01/06/2015	01/07/2015	15/11/2018	\$5,519 65	\$2,759.83	\$1,406 96
23 Business Lines	514-404-4200	Multiple by disconnect	CAD	\$138 40	01/06/2015	01/07/2015	15/11/2018	\$5,600 59	\$2,800 29	\$1,406 96
24 Business Lines	418-634-3302	Multiple by disconnect	CAD	\$110 72	01/06/2015	01/07/2015	15/11/2018	\$4,480 47	\$2,240 23	\$1,125 57
25 Business Lines	613-792-3160	Multiple by disconnect	CAD	\$136 40	01/06/2015	01/07/2015	15/11/2018	\$5,519 65	\$2,759.83	\$1,406 96
26 Business Lines	613-284-1635	Multiple by disconnect	CAD	\$255 51	na - Tariffed	05/06/2015	10/07/2015	\$92 49	\$92 49	\$92 49
27 Business Lines	905-576-7789	Multiple by disconnect	CAD	\$163 30	01/06/2015	01/07/2015	15/11/2018	\$6,608 21	\$3,304 10	\$1,406 96
28 Business Lines	519-744-1525	Multiple by disconnect	CAD	\$126 02	01/06/2015	01/07/2015	15/11/2018	\$5,099.61	\$2,549.80	\$1,125 57
29 Business Lines	905-839-8952	Multiple by disconnect	CAD	\$136 02	01/06/2015	01/07/2015	15/11/2018	\$5,504 28	\$2,752 14	\$1,125 57
30 Business Lines	705-325-9394	Multiple by disconnect	CAD	\$284.90	na - Tariffed	05/06/2015	10/07/2015	\$332.38	\$166 19	\$138 74
31 Business Lines	905-456-6745	Multiple by disconnect	CAD	\$183 63	01/06/2015	01/07/2015	15/11/2018	\$7,430.89	\$3,715 45	\$1,688 35
32 Business Lines	519-271-7595	Multiple by disconnect	CAD	\$136 02	01/06/2015	01/07/2015	15/11/2018	\$5,504 28	\$2,752.14	\$1,125 57
33 Business Lines	519-969-6223	Multiple by disconnect	CAD	\$183 76	01/06/2015	01/07/2015	15/11/2018	\$7,436 15	\$3,718 08	\$1,688 35
34 Business Lines	519-787-2132	Multiple by disconnect	CAD	\$295 23	na - Tariffed	05/06/2015	10/07/2015	\$344 44	\$172 22	\$152 86
35 Business Lines	905-335-0708	Multiple by disconnect	CAD	\$217 86	01/06/2015	01/07/2015	15/11/2018	\$8,816 07	\$4,408 03	\$1,969 74
36 Business Lines	905-690-2709	Multiple by disconnect	CAD	\$200 42	na - Tariffed	05/06/2015	10/07/2015	\$233 82	\$116 91	\$101 90

Bell

Product	Account Number	Device/Subscriber	Currency	Monthly recurring	Date customer request received	Contractual EBD date	Contract end date	Contracted fees to Nov 15, 2018	Estimated Remaining Contractual Fees	Initial Proof of claim Amount
37 Business Lines	905-793-0568	Multiple by disconnect	CAD	\$217 86	01/06/2015	01/07/2015	15/11/2018	\$8,816 07	\$4,408 03	\$1,969 74
38 Business Lines	905-358-9473	Multiple by disconnect	CAD	\$198 90	na - Tariffed	05/06/2015	10/07/2015	\$232 05	\$116 03	\$92.49
39 Business Lines	613-599-4650	Multiple by disconnect	CAD	\$126 02	01/06/2015	01/07/2015	15/11/2018	\$5,099 61	\$2,549.80	\$1,125 57
40 Business Lines	705-878-8107	Multiple by disconnect	CAD	\$241 90	na - Tariffed	05/06/2015	10/07/2015	\$282 22	\$141 11	\$122 89
41 Business Lines	819-693-0147	Multiple by disconnect	CAD	\$99 95	01/06/2015	01/07/2015	15/11/2018	\$4,044 64	\$2,022 32	\$844 18
42 Business Lines	519-623-9208	Multiple by disconnect	CAD	\$190.58	01/06/2015	01/07/2015	15/11/2018	\$7,712 14	\$3,856 07	\$1,688 35
43 Business Lines	905-793-0860	Multiple by disconnect	CAD	\$272 42	01/06/2015	01/07/2015	15/11/2018	\$11,023 93	\$5,511.96	\$2,532 53
44 Business Lines	450-671-4844	Multiple by disconnect	CAD	\$99 55	01/06/2015	01/07/2015	15/11/2018	\$4,028 46	\$2,014 23	\$844 18
45 Business Lines	905-427-1047	Multiple by disconnect	CAD	\$217 86	01/06/2015	01/07/2015	15/11/2018	\$8,816 07	\$4,408.03	\$1,969 74
46 Business Lines	905-788-1589	Multiple by disconnect	CAD	\$136 02	01/06/2015	01/07/2015	15/11/2018	\$5,504 28	\$2,752 14	\$1,125 57
47 Business Lines	450-689-4854	Multiple by disconnect	CAD	\$233 90	na - Tariffed	05/06/2015	10/07/2015	\$272.88	\$136 44	\$115.62
48 Business Lines	416-232-2453	Multiple by disconnect	CAD	\$163 30	01/06/2015	01/07/2015	15/11/2018	\$6,608.21	\$3,304.10	\$1,406 96
49 Business Lines	905-697-0732	Multiple by disconnect	CAD	\$245 51	na - Tariffed	05/06/2015	10/07/2015	\$92 49	\$92 49	\$92.49
50 Business Lines	613-841-5329	Multiple by disconnect	CAD	\$270 40	01/06/2015	01/07/2015	15/11/2018	\$1,688 35	\$1,688.35	\$1,688 35
51 Business Lines	514-745-6908	Multiple by disconnect	CAD	\$237 30	01/06/2015	01/07/2015	15/11/2018	\$9,602 74	\$4,801.37	\$2,251 13
52 Business Lines	613-389-4976	Multiple by disconnect	CAD	\$370 90	na - Tariffed	09/06/2015	10/07/2015	\$383 26	\$191 63	\$163 84
53 Business Lines	705-472-4904	Multiple by disconnect	CAD	\$241 90	na - Tariffed	09/06/2015	10/07/2015	\$249 96	\$124 98	\$108.85
54 Business Lines	289-261-7850	Multiple by disconnect	CAD	\$387 00	na - Tariffed	07/06/2015	10/07/2015	\$425.70	\$212 85	\$208 11
55 Business Lines	514-352-0844	Multiple by disconnect	CAD	\$154 65	unknown	09/06/2015	15/11/2018	\$6,371 58	\$3,185 79	\$1,398 08
56 Business Lines	519-679-5397	Multiple by disconnect	CAD	\$272 42	unknown	09/06/2015	15/11/2018	\$11,223 70	\$5,611.85	\$2,516.55
57 Business Lines	450-441-5957	Multiple by disconnect	CAD	\$190 50	na - Tariffed	09/06/2015	10/07/2015	\$196 85	\$98.43	\$87.08
58 Business Lines	519-472-7794	Multiple by disconnect	CAD	\$299 70	09/06/2015	09/07/2015	15/11/2018	\$12,047 94	\$6,023 97	\$2,769 53
59 Business Lines	905-574-4876	Multiple by disconnect	CAD	\$98 74	09/06/2015	09/07/2015	15/11/2018	\$3,969 35	\$1,984.67	\$830 86
60 Business Lines	905-823-0786	Multiple by disconnect	CAD	\$215 84	unknown	15/06/2015	15/11/2018	\$1,107 81	\$1,107.81	\$1,107 81
61 Business Lines	905-469-6002	Multiple by disconnect	CAD	\$163 30	unknown	15/06/2015	15/11/2018	\$6,695 30	\$3,347 65	\$1,384 77
62 Business Lines	905-304-9094	Multiple by disconnect	CAD	\$136 02	unknown	15/06/2015	15/11/2018	\$5,576 82	\$2,788.41	\$1,107 81
63 Business Lines	450-974-0331	Multiple by disconnect	CAD	\$147 70	na - Tariffed	15/06/2015	10/07/2015	\$123 08	\$61 54	\$49.55
64 Business Lines	450-651-0699	Multiple by disconnect	CAD	\$154.65	09/06/2015	09/07/2015	15/11/2018	\$6,216 93	\$3,108 47	\$1,384 77
65 Business Lines	416-425-3837	Multiple by disconnect	CAD	\$272 42	unknown	15/06/2015	15/11/2018	\$11,169 22	\$5,584 61	\$2,492 58
66 Business Lines	450-430-7646	Multiple by disconnect	CAD	\$190 50	na - Tariffed	15/06/2015	10/07/2015	\$158 75	\$79 38	\$66.07
67 Business Lines	416-762-1485	Multiple by disconnect	CAD	\$324 96	09/06/2015	09/07/2015	15/11/2018	\$2,215 63	\$2,215 63	\$2,215 63
68 Business Lines	705-566-7875	Multiple by disconnect	CAD	\$241 90	na - Tariffed	17/06/2015	10/07/2015	\$185 46	\$92.73	\$75 98
69 Business Lines	514-935-0549	Multiple by disconnect	CAD	\$182 20	12/06/2015	12/07/2015	15/11/2018	\$7,306 22	\$3,653 11	\$1,656 39
70 Business Lines	514-354-4154	Multiple by disconnect	CAD	\$127 10	12/06/2015	12/07/2015	15/11/2018	\$5,096 71	\$2,548 36	\$1,104 26
71 Business Lines	905-727-5186	Multiple by disconnect	CAD	\$217 86	12/06/2015	12/07/2015	15/11/2018	\$8,736 19	\$4,368 09	\$1,932 46
72 Business Lines	905-876-3810	Multiple by disconnect	CAD	\$217 86	12/06/2015	24/08/2015	15/11/2018	\$8,431 18	\$4,215 59	\$1,721 19

Bell

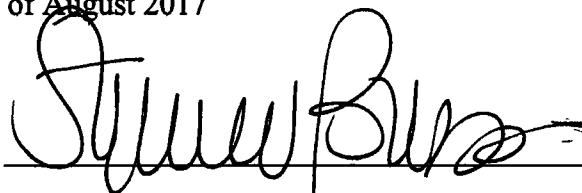
Product	Account Number	Device/Subscriber	Currency	Monthly recurring	Date customer request received	Contractual EBD date	Contract end date	Contracted fees to Nov 15, 2018	Amended Restructuring Periodic Claims Termination fees @ 50%	Initial Proof of claim Amount
73 Business Lines	416-222-8164	Multiple by disconnect	CAD	\$272.42	12/06/2015	24/08/2015	15/11/2018	\$10,542.65	\$5,271.33	\$2,212.96
74 Business Lines	613-746-6116	Multiple by disconnect	CAD	\$215.84	12/06/2015	24/08/2015	15/11/2018	\$893.54	\$893.54	\$893.54
75 Business Lines	416-698-6479	Multiple by disconnect	CAD	\$163.30	12/06/2015	24/08/2015	15/11/2018	\$6,319.71	\$3,159.86	\$1,229.42
76 Business Lines	905-681-2384	Multiple by disconnect	CAD	\$190.58	12/06/2015	24/08/2015	15/11/2018	\$7,375.45	\$3,687.72	\$1,475.31
77 Business Lines	514-630-6920	Multiple by disconnect	CAD	\$99.55	12/06/2015	12/07/2015	15/11/2018	\$3,991.96	\$1,995.98	\$828.20
78 Business Lines	418-835-7808	Multiple by disconnect	CAD	\$277.30	na - Tariffed	19/06/2015	10/07/2015	\$194.11	\$97.06	\$83.24
79 Business Lines	905-682-2927	Multiple by disconnect	CAD	\$207.86	unknown	19/06/2015	15/11/2018	\$8,494.55	\$4,247.27	\$1,926.25
80 Business Lines	418-523-8097	Multiple by disconnect	CAD	\$99.55	15/06/2015	15/07/2015	15/11/2018	\$3,982.00	\$1,991.00	\$825.53
81 Business Lines	613-247-1443	Multiple by disconnect	CAD	\$190.58	15/06/2015	15/07/2015	15/11/2018	\$7,623.20	\$3,811.60	\$1,651.07
82 Business Lines	519-763-8901	Multiple by disconnect	CAD	\$217.86	12/06/2015	12/07/2015	15/11/2018	\$8,736.19	\$4,368.09	\$1,926.25
83 Business Lines	450-444-5686	Multiple by disconnect	CAD	\$140.15	na - Tariffed	19/06/2015	10/07/2015	\$98.11	\$49.05	\$41.62
84 Business Lines	905-828-2597	Multiple by disconnect	CAD	\$324.96	12/06/2015	24/08/2015	15/11/2018	\$1,967.08	\$1,967.08	\$1,967.08
85 Business Lines	416-762-9325	Multiple by disconnect	CAD	126.02	12/08/2015	11/09/2015	10/07/2015	\$0.00	\$0.00	\$0.00
86 Business Lines	519-351-0441	Multiple by disconnect	CAD	163.3	12/08/2015	11/09/2015	15/11/2018	\$6,227.17	\$3,113.59	\$0.00
87 Business Lines	613-596-3894	Multiple by disconnect	CAD	291.64	12/08/2015	11/09/2015	15/11/2018	\$11,121.21	\$5,560.60	\$0.00
88 Business Lines	905-206-0809	Multiple by disconnect	CAD	303.19	12/08/2015	11/09/2015	15/11/2018	\$11,561.65	\$5,780.82	\$0.00
89 Business Lines	905-238-5843	Multiple by disconnect	CAD	224.95	12/08/2015	11/09/2015	10/07/2015	\$0.00	\$0.00	\$0.00

Bell	Product	Account Number	Device/Subscriber	Currency	Monthly recurring	Contractual EBD date	Contract end date	Contracted fees to Nov 15, 2018	Amended Contractual EBD date	Initial Proof of claim Amount
1	Ref of calls	613-270-2000		CAD				\$35.65		\$35.65
2	Ref of calls	519-436-9612		CAD				\$35.65		\$35.65
3	Ref of calls	905-576-8600		CAD				\$35.65		\$35.65
4	Ref of calls	705-340-4130		CAD				\$35.65		\$35.65
5	Ref of calls	613-384-5731		CAD				\$35.65		\$35.65
6	Ref of calls	519-620-5830		CAD				\$35.65		\$35.65
7	Ref of calls	416-226-8795		CAD				\$35.65		\$35.65
8	Ref of calls	613-274-3600		CAD				\$35.65		\$35.65
9	Ref of calls	705-495-1004		CAD				\$35.65		\$35.65
10	Ref of calls	905-273-3550		CAD				\$35.65		\$35.65
11	Ref of calls	905-427-5680		CAD				\$35.65		\$35.65
12	Ref of calls	905-732-1106		CAD				\$35.65		\$35.65
13	Ref of calls	905-828-0340		CAD				\$35.65		\$35.65
14	Ref of calls	613-747-2600		CAD				\$35.65		\$35.65
15	Ref of calls	905-837-3300		CAD				\$35.65		\$35.65
16	Ref of calls	705-327-6580		CAD				\$35.65		\$35.65
17	Ref of calls	905-787-5700		CAD				\$35.65		\$35.65
18	Ref of calls	905-855-5985		CAD				\$35.65		\$35.65
19	Ref of calls	905-847-8058		CAD				\$35.65		\$35.65
20	Ref of calls	905-648-1207		CAD				\$35.65		\$35.65
21	Ref of calls	519-883-2910		CAD				\$35.65		\$35.65
22	Ref of calls	519-660-3100		CAD				\$35.65		\$35.65
23	Ref of calls	416-698-4520		CAD				\$35.65		\$35.65
24	Ref of calls	905-633-3910		CAD				\$35.65		\$35.65
25	Ref of calls	416-422-7210		CAD				\$35.65		\$35.65
26	Ref of calls	613-260-4130		CAD				\$35.65		\$35.65
27	Ref of calls	905-841-9460		CAD				\$35.65		\$35.65
28	Ref of calls	519-787-9460		CAD				\$35.65		\$35.65
29	Ref of calls	905-548-8030		CAD				\$35.65		\$35.65
30	Ref of calls	519-767-3980		CAD				\$35.65		\$35.65
31	Ref of calls	905-336-4180		CAD				\$35.65		\$35.65
32	Ref of calls	613-590-5960		CAD				\$35.65		\$35.65
33	Ref of calls	905-620-9460		CAD				\$35.65		\$35.65
34	Ref of calls	905-374-5077		CAD				\$35.65		\$35.65
35	Ref of calls	705-733-2030		CAD				\$35.65		\$35.65
36	Ref of calls	905-456-5030		CAD				\$35.65		\$35.65
37	Ref of calls	905-967-1379		CAD				\$35.65		\$35.65

Bell	Product	Account Number	Device/Subscriber	Currency	Monthly recurring	Contractual EBD date	Contract end date	Contracted fees to Nov 15, 2018	Amended Restraint Period Claim termination fees	Initial Proof of claim Amount
38	Ref of calls	519-275-5030		CAD					\$35.65	\$35.65
39	Ref of calls	613-285-2800		CAD					\$35.65	\$35.65
40	Ref of calls	705-525-7486		CAD					\$35.65	\$35.65
41	Ref of calls	519-641-9636		CAD					\$35.65	\$35.65
42	Ref of calls	905-573-4330		CAD					\$35.65	\$35.65
43	Ref of calls	416-761-5630		CAD					\$35.65	\$35.65
44	Ref of calls	416-207-8400		CAD					\$35.65	\$35.65
45	Ref of calls	905-875-5671		CAD					\$35.65	\$35.65
46	Ref of calls	905-272-6060		CAD					\$35.65	\$35.65
47	Ref of calls	905-458-0006		CAD					\$35.65	\$35.65
48	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
49	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
50	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
51	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
52	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
53	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
54	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
55	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
56	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
57	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
58	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
59	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
60	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
61	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
62	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
63	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
64	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
65	Ref of calls	519-967-3660		CAD					\$35.65	\$35.65
66	Ref of calls	905-458-3830		CAD					\$35.65	\$35.65
67	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
68	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
69	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
70	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
71	Ref of calls	BW SIP		CAD					\$27.70	\$27.70
72	Ref of calls	SIP BAN 520783311	13 sites orders issued with due date of 15-04-17 SIP DID billed at \$1.20 each						\$175.15	\$175.15
73	Ref of calls	SIP BAN 520783311	34 sites (2 sites not billing) orders issued with due date of 15-04-24 SIP DID billed at \$1.20 each contract term charge would be \$426.71						\$426.71	\$426.71
74	Ref of calls	SIP BAN 520783311	2 sites orders issued with a due date of 15-05-15 SIP DID billed at \$1.20 each contract term charge would be \$25.84						\$25.84	\$25.84

Bell	Product	Account Number	Device/Subscriber	Currency	Monthly recurring	Contractual EBD date	Contract end date	Contracted fees to Nov 15, 2018	Contracted Re-structuring, Period of termination	Initial Proof of claim Amount
	75 Ref of calls	SIP BAN 520783311	Bell West Disconnects various due dates term charges						\$39.83	\$39.83
	76 Ref of calls	SIP BAN 520783311	Bell West Disconnects various due dates term charges						\$52.87	\$52.87
	77 Ref of calls	SIP BAN 520783311	Bell West Disconnects various due dates term charges						\$39.59	\$39.59
	78 Ref of calls	SIP BAN 520783311	Bell West Disconnects various due dates term charges						\$52.47	\$52.47
	79 Ref of calls	SIP BAN 520783311	Bell West Disconnects various due dates term charges						\$39.29	\$39.29
	80 Ref of calls	SIP BAN 520783311	Bell West 6 SIP TN's term charges would be \$76.81						\$76.81	\$76.81

This is **EXHIBIT "T"** referred to in the Affidavit of **Patricia Greene** sworn this 16th day of August 2017



Commissioner of Oaths for the Quebec



**PROOF OF CLAIM FORM FOR CLAIMS AGAINST
THE TARGET CANADA ENTITIES¹**

1. Name of Target Canada Entity or Entities (the "Debtor"):

Debtor: Target Canada Co. – AMENDED Restructuring period claim

2(a) Original Claimant (the "Claimant")

Legal Name of Claimant BCE Nexxia Corporation

Address

1 Carrefour Alexander-Graham-Bell

Building A - 2nd Floor

City Verdun

Prov /State Qc

Postal/Zip Code H3E 3B3

Name of Contact NORINE NOBUTO

Title Director - Client Services, Billing & Collection

Phone # (905) 614-5820

Fax # _____

email norine.nobuto@bell.ca

2(b) Assignee, if claim has been assigned

Legal Name of Assignee _____

Address _____

City _____

Prov /State _____

Postal/Zip Code _____

Name of Contact _____

Phone # _____

Fax # _____

email: _____

¹ Target Canada Co., Target Canada Health Co., Target Canada Mobile GP Co., Target Canada Pharmacy (BC) Corp., Target Canada Pharmacy Corp., Target Canada Pharmacy (SK) Corp., Target Canada Property LLC, Target Canada Pharmacy Franchising LP, Target Canada Mobile LP, And Target Canada Property LP (collectively, the "Target Canada Entities").

3. Amount of Claim

The Debtor was and still is indebted to the Claimant as follows:

Currency	Amount of Claim (including interest up to and including January 14, 2015)	Unsecured Claim	Secured Claim
US dollars	USD\$1,253,769.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

4. Documentation

Provide all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claims assignment/transfer agreement or similar document, if applicable, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected Debtor to the Claimant and estimated value of such security.

5. Certification

I hereby certify that:

1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor as set out above.
4. Complete documentation in support of this claim is attached.

Signature: <u><i>Yvan Mihajevic</i></u>	Witness: <u><i>Jonathan Davel</i></u>
Name: <u>Yvan Mihajevic</u>	(signature)
Title: <u>President</u>	(print)
Dated at <u>Mississauga</u> this <u>16th</u> day of <u>May</u> 2017	

6. Filing of Claim

This Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on August 31, 2015 by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

Alvarez & Marsal Canada Inc., Target Canada Monitor
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON Canada M5J 2J1
Attention: Greg Karpel
Email: targetcanadaclaims@alvarezandmarsal.com
Fax No.: 416-847-5201

For more information see www.alvarezandmarsal.com/targetcanada, or contact the Monitor by telephone (1-844-864-9548)

Target Canada Co. Restructuring Period Claim Revision Summary

Product	Currency	Original Calculation	Restructuring Period MRC 100% (notification period)	Revised Calculation (amended)	Underpayment Total	Tax	Reason for new calculation
1 US VPN	USD	533,523 64	87,068 68	1,078,464 18	1,165,532.88	632,009 22	a Change of contract end date to Nov 15, 2018 b Add MRC at 100% for notification period
Total taxes		41,348 06			88,225 65	46,877 59	
Total claim including taxes		574,871 70			1,253,758 51	678,886 81	

Target Canada Co. Amended Restructuring Period Claim Tax Calculations

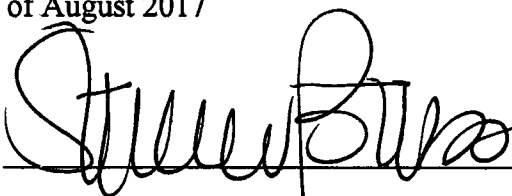
<u>Product</u>	<u>Values</u> <u>Sum of Restructuring MRC's 100% - no line item</u> <u>period</u>	<u>Sum of Amended Restructuring Period Claim</u> <u>Termination fees @ 15%</u>
US VPN	\$87,068.68	\$1,078,464.18

<u>US tax and FCC fees</u>	<u>Rates</u>	<u>Amounts</u>
MN State Sales tax	6.875	\$80,130.38
County Sales tax	0.15	\$1,076.63
County transit tax	0.25	\$1,794.39
City Sales tax	0.50	\$1,261.44
Federal FCC Regulatory fee	0.34	\$3,962.81
	Total tax amount:	\$88,225.65



	Product	Account Number	Device/Subscriber	Currency	Monthly recurring	Date customer request received	Contractual EBD date	Contract end date		Contracted fees to Nov 15, 2018	Unrecovered Recurring Period Claim Termination	Initial Proof of claim Amount
1	US VPN	9496	TGT-USELMR-CE1	USD	\$14,617 00	06/08/2015	04/11/2015	15/11/2018	\$21,438 27	\$531,084 33	\$265,542 17	\$137,887 03
2	US VPN	9496	TGT-MNELK-SIP-1	USD	\$8,180 00	06/08/2015	04/11/2015	15/11/2018	\$12,012 00	\$297,570 00	\$148,785 00	\$95,277 00
3	US VPN	9496	TGT-USBROOK-CE1	USD	\$15,094 00	06/08/2015	04/11/2015	15/11/2018	\$22,137 87	\$548,415 33	\$274,207 67	\$142,889 87
4	US VPN	9496	TGT-MINBROOK-SIP-1	USD	\$8,614 00	06/08/2015	04/11/2015	15/11/2018	\$12,633 67	\$312,975 33	\$156,487 67	\$101,358 07
5	US VPN	9496	TGT01-USELKN-CE100M	USD	\$12,850 00	06/08/2015	04/11/2015	15/11/2018	\$18,846 67	\$466,883 33	\$233,441 67	\$56,111 67

This is **EXHIBIT "U"** referred to in the Affidavit of **Patricia Greene** sworn this 16th day of August 2017



Commissioner of Oaths for the Quebec

FACTURE INVOICE	DATE	SAP DOCUMENT No.	MONTANT FACTURE GROSSAMOUNT	EPA EPD	MONTANT PAYE NET PAYMENT
--------------------	------	------------------	--------------------------------	------------	-----------------------------

L'escompte pour paiement anticipé (EPA) n'inclut pas les taxes.
 Early Payment Discount (EPD) actually taken does not include taxes.

Bell Canada

518958820	2017/05/01	8016654908	49,846.90	0.00	49,846.90
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TOTAL: 49,846.90

FOURNISSEUR:	N° DU CHÈQUE:	DATE:
VENDOR:	CHEQUE NO:	
S20052926	14917330	2017 05 17

INFORMATION DU CHÈQUE:
CHEQUE INFORMATION:
 1-866-391-4592

F0001 (2008-08)



Banque de Montréal
 Bank of Montreal

M
 0001

N°du Chèque
 Cheque No.

14917330

DATE: 2017 05 17
 A/Y M/M J/D

PAYEZ/
 PAY

*****49,846 Dollars 90 Cents

*****49,846.90

À l'ordre de
 To the order of

TARGET CANADA CO.
 C/O TANGOE MANAGED SERVICES
 P O BOX 3463
 MILFORD CT 06460-0943 USA

Premier vice-président et trésorier
 Senior Vice-President and Treasurer

⑈ 149173308 ⑈

⑆ 9722100 ⑆

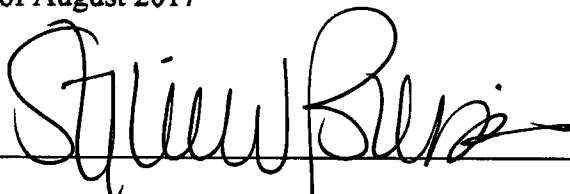
⑆ 234058 ⑈

Endorsement - Signature or Stamp
Endossement - Signature ou timbre

10908985

BACK/VERSO

This is **EXHIBIT "V"** referred to in the Affidavit of **Patricia Greene** sworn this 16th day of August 2017



Commissioner of Oaths for the Quebec



INVOICE DATE AMOUNT INFORMATION

BCE Nexxia Corporation

9496 2017/05/01 285,426.11

TOTAL: 285,426.11

VENDOR: S20052926 **CHECK NO:** 01008109 **DATE:** 2017 05 17 **CHECK INFORMATION:** 1-866-391-4592

BCE Nexxia
A Bell Canada Company

Harris Bank Roselle
110 East Irving Park Road
Roselle, Illinois 60172
USA

70-1558/719

Check No.
01008109

2017 05 17
DATE: YYYY MM DD

PAY *****285,426 Dollars 11 Cents

*******285,426.11**

USD Funds

To the order of

TARGET CANADA CO.
C/O TANGOE MANAGED SERVICES
P O BOX 3463
MILFORD CT 06460-0943


Senior Vice-President and Treasurer

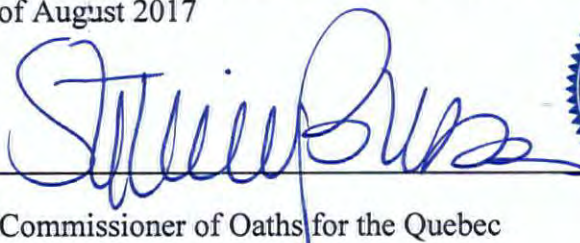
⑈001008109⑈ ⑆071915580⑆ 04⑈353⑈417⑈9⑈

Endorsement - Signature or Stamp
Endossement - Signature ou timbre

5518683

BACK/VERSO

This is **EXHIBIT "W"** referred to in the Affidavit of **Patricia Greene** sworn this 16th day of August 2017



Stéphanie Barbusci



Commissioner of Oaths for the Quebec

Summary Contract Schedules

Product/Service	Contract #	Initial Service Term	Start date	Contract End	Contract term	Notification period	Minimum Commitment	Termination fees	Signing Bonus/Discount	Comments
Master Communications Agreement (Retail)	1-756887870-M1									
CANADIAN IPVPN	1-756887870-32	01-Mar-12	15-Nov-13	15-Nov-18	5 year	30 days	132 sites	50%	a.10% downturn allotment of 132 stores	-
MMUC	1-756887870-41 1-756887870-48 1-756887870-48	01-Mar-12	15-Nov-13	15-Nov-18	5 year or 3 years + 10 months	30 days	none	50%		-
SIPT	1-756887870-33	01-Mar-12	15-Nov-13	15-Nov-18	5 year	30 days	\$30,030.23	50%	\$225 over 5 years (\$45k/year) once schedule is finalized, to be provided at the end of each anniversary of the 5 year term. \$40k waiver of total OTC \$62,616	-
LD	1-756887870-34	01-Mar-12	15-Nov-13	15-Nov-18	5 year	n/a	MAUC 1.1M minutes @ \$0.015 (\$16,500/year)	50% of MMUC each mth of unexpired portion of initial term, prorated		*MAUC calculation applies as of Nov 15, 2013 (date of 132nd site completion)
MEGALINK	1-756887870-35	01-Mar-12	15-Nov-13	15-Nov-18	5 year	30 days	none	50%		Forborne Services
MEGALINK	1-756887870-4	01-Mar-12	01-Sep-11	31-Aug-17	3 year	n/a	none	50%		Tariffed Services
MEGALINK	1-756887870-2	01-Mar-12	15-Jul-11	14-Jul-15	1 year	n/a	none	50%		Tariffed Services
1FL	1-756887870-1	15-Jul-11	14-Jul-11	14-Jul-15	1 year	n/a		50%		Tariffed: MCP starts 1st day services available to client for 905-238-5843. Additional services coterminus with current MCP
1FL	1-756887870-36	01-Mar-12	15-Nov-13	15-Nov-18	5 year	30 days	180 lines	50%		Forborne Services
US IPVPN	1-756887870-37 1-756887870-56	01-Mar-12	15-Nov-13	15-Nov-18	5 year	90 days	132 sites	50%		-

TAB A



Agreement # 1-756887870-M1



MASTER COMMUNICATIONS AGREEMENT (RETAIL)

This Agreement is between

Target Canada Co a company incorporated under the laws of Canada having a place of business at 5600 Explorer Drive, Mississauga, ON, L4W 4Y2 (the Customer)

AND

BELL CANADA, a company incorporated under the laws of Canada, having its registered office at 1050 Beaver Hall Hill, Montreal, Quebec, H2Z 1S4 ("Bell")

For valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. SERVICES

- (a) Provision of Services: The Customer requests and Bell shall provide to the Customer the tariffed and non-tariffed services described in each schedule (a "Service Schedule") attached to this Agreement from time to time (collectively, the "Services") on the terms and conditions set out in this Agreement and the applicable Service Schedules (collectively with any Equipment Schedule (as defined in Section 1(d), the "Agreement"). Notwithstanding the foregoing, any Services provided to the Customer outside of Canada will be provided by an affiliate of Bell (as defined in 1(c) below), on the terms and conditions set out in this Agreement. In such cases, the affiliate of Bell shall be the Customer's supplier for such Services and shall sign the schedule(s) relevant thereto.
- (b) Regulated Services: Services which are subject to a Tariff, whether provided separately or as part of a bundle of services, are required to be provided and shall only be provided in compliance with and subject to all applicable tariffs, including General Tariff - 6716, Part 1, Items 10 (Terms of Service) and 25 (Payment of Charges), and all other relevant tariffs approved by the Canadian Radio-television and Telecommunications Commission (the "CRTC") the tariff numbers of which may be listed in the applicable Service Schedule (these tariffs, together with all applicable decisions, directions and orders of the CRTC, are referred to as the "Tariffs"). Bell may amend the Tariffs, including the Fees (as defined in Section 2(a) below), from time to time with the approval of, or as required by, the CRTC, and in such case this Agreement shall be considered to be amended accordingly. The Tariffs will prevail over any provision of the main body of this Agreement or the Service Schedules. If the CRTC decides that a Service will be forfeited from regulation, then until the Parties otherwise agree in writing, this Agreement, including the applicable Service Schedule, will remain in full force and effect for that Service and will be considered to incorporate all rates, charges, terms and conditions set out in the Tariffs as at the effective date of appearance, for the remainder of the minimum contract period or then-current Service Term (as defined in Section 3), as applicable, provided however that if the Parties cannot agree to the terms and conditions of a Service Schedule for the newly forfeited Service, Customer may terminate the Service without penalty or early termination charge. In addition, Bell shall provide Customer with prompt written notice in the event that any non-tariffed Service becomes subject to Tariffs, thereafter Customer shall have the option to terminate the Service, in its sole discretion, without penalty or early termination charge if the Fees for the Services will increase as a result of it becoming subject to Tariffs, provided that such termination is given before the effective date of the Service becoming tariffed. In the case of either such termination, if the termination occurs within the first six (6) months of the Service commencing, Customer shall compensate Bell for its reasonable, documented unrecoverable costs (e.g. installation costs or third party termination charges).
- (c) Standalone Service Schedules: The pricing, terms and conditions set out or referenced in this Agreement are not dependent on the Customer taking any Tariffed service offered by Bell or its affiliates. (For the purposes of this Agreement, the term "affiliate" has the meaning given to it in the *Canada Business Corporations Act* (Canada)). The Customer may terminate each Service Schedule under Section 4, independently of any Tariffed service the Customer receives from Bell or its affiliates.
- (d) Equipment: If the Customer wishes to purchase equipment or license software from Bell, that equipment, software and any related documentation (collectively, the "Purchased Equipment") shall be listed on schedule(s) attached to this Agreement from time to time entitled "Equipment Schedule" (the "Equipment Schedule"). Bell shall sell to the Customer and the Customer shall purchase from Bell the Purchased Equipment (including licenses to any software), under the terms and conditions set out on the Equipment Schedule. The terms of any Equipment Schedule shall prevail over the terms of the main body of this Agreement with respect to that sale of equipment or



%1%10%1-756887870-M1%6%

27517





Agreement # 1-756887870-M1

2 FEES

- (a) **Fees and Taxes:** The Customer shall pay the base price of Purchased Equipment Termination Fees (as defined in Section 4(a)) (if applicable) Under-Utilization Fees (as defined in Section 2(b)) (if applicable) and capital, development or installation costs (if any) as listed in any schedule attached hereto (collectively the "Fees"). The Customer shall also pay applicable commodity taxes, including all sales, retail, use, goods and services value-added, excise and similar taxes levied or assessed by any Government authority, as well as surcharges for foreign taxes, withholding tax, and interexchange carrier charges, if any (collectively, "Taxes"). Customer shall pay all invoices for Fees and Taxes on the invoice date. If any legislation authorizes the Customer to purchase Services or Purchased Equipment pursuant to this Agreement without payment of commodity taxes, Customer agrees to supply Bell with evidence of such authorization. Undisputed Invoiced Fees and Taxes are subject to a late payment charge ("Late Payment Charge") at the rate specified in the invoice, which rate may vary from time to time, calculated from the invoice date, if not paid within 45 days of the invoice date. Customer will be responsible for payment of all costs reasonably incurred by Bell in collecting or attempting to collect any unpaid Fees or Taxes or Late Payment Charges. Except as provided elsewhere in this Agreement, all payments made by Customer will be non-refundable.
- (b) **Minimum Commitment:** The Customer agrees to the minimum commitment levels for billing, volume or usage, if any, as set out in a Service Schedule (the "Minimum Commitment"), for each month, year or other period of time specified in that Service Schedule as the period in which a Minimum Commitment applies (the "Minimum Commitment Period"). If the Customer does not meet a Minimum Commitment during the relevant Minimum Commitment Period, the Customer shall pay to Bell the under-utilization charges set out in the applicable Service Schedule (the "Under-Utilization Fees").
- (c) **No Withholding, Deduction or Set-Off:** Customer shall not be entitled to withhold or deduct undisputed amounts from, or set off undisputed amounts owed by Bell to Customer against, any amounts invoiced by Bell for Fees, Taxes or Late Payment Charges.
- (d) **Credits:** The Customer shall notify Bell within 150 days of the date of the applicable invoice, of any charges that should not have been billed or that were over-billed. If Bell confirms that those charges should not have been billed or were over-billed, Bell will credit the Customer for those charges.

3 TERM

- (a) **Term of the main body of this Agreement:** The term of the main body of this Agreement (the "Agreement Term") will begin on the later of the date it is signed by the Customer and the date it is signed by Bell. It will expire or terminate on the date that the Service Term (as defined in Section 3(d)) of the last remaining Service Schedule expires or terminates.
- (b) **Term of Each Service Schedule:** Each Service will be provided for the period set out in the relevant Service Schedule (the "Initial Service Term").
- (c) **Early Provision of Services:** If Bell begins work to provision any Service, or if Bell delivers any Service, before the start of the Agreement Term or the relevant Initial Service Term, all work and services provided by Bell before either of those dates will be considered to have been provided under all of the terms and conditions of this Agreement including the relevant Service Schedule.
- (d) **Renewal Term(s):** Unless the Customer or Bell gives a notice to the other as described in Section 3(e), each Service Schedule will automatically be renewed at the end of the Initial Service Term on the same terms and conditions for the consecutive renewal period(s) set out in that Service Schedule. If there is no renewal period set out in a Service Schedule, then that Service Schedule will expire and the Services provided under it will be terminated at the end of the Initial Service Term.
- Each renewal period described above is defined as a "Service Renewal Term". The Initial Service Term and any Service Renewal Term(s) are collectively referred to as the "Service Term".
- (e) **Notice of Non-Renewal:** Either party may send to the other party a written notice, at least 30 days in advance of the expiration of the relevant Service Term, that it does not intend to renew a Service Schedule. As a result, that Service Schedule will expire and the Services provided under it will be terminated at the end of the Service Term.



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Agreement # 1-756887870-811

4. TERMINATION

- (a) **Early Termination by Customer:** Customer may terminate a Service it has requested under a Service Schedule ("Terminated Service") at any time before the end of the relevant Service Term by giving notice of termination to Bell at least 30 days before the proposed early termination date. If Customer terminates a Service under this Section, the Customer shall pay to Bell all Fees, Taxes and Late Payment Charges due for the Terminated Service up to the date of termination. Customer shall also pay to Bell (i) 100% of the reasonable out-of-pocket expenses that Bell incurs or will incur in connection with its contractual arrangements with the Bell Providers (as defined in Section 17(a)) and (ii) the termination charges specified in the relevant Service Schedule, or if not specified an amount equal to 50% of the remaining monthly Fees for the Terminated Service that would have been payable to the end of the Service Term (collectively, the "Termination Fees") plus Taxes on the Termination Fees. The Termination Fees are liquidated damages and consideration for the Services, and are not a penalty. The parties acknowledge that the Termination Fees are a reasonable pre-estimate of the damage that would be anticipated to be suffered by Bell upon termination.
- (b) **Termination for Cause:** Either party may terminate this Agreement or any Service Schedule, or Bell may suspend the Services in whole or in part, by giving notice in writing to the other party, upon the occurrence of any of the following: (i) the other party materially defaults with respect to a material obligation under this Agreement or the applicable Service Schedule and does not remedy that default within 30 days after receiving written notice of the default, or (ii) the other party enters into a compulsory or voluntary liquidation, or compounds with or convenes a meeting of its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business. Bell has certain additional rights of termination as provided under this Agreement. Customer's failure to pay any Invoiced Fees, Taxes or Late Payment Charges or Late Payment Charges when due is a material default with respect to a material obligation. Notwithstanding the foregoing, if Bell materially defaults with respect to a material obligation in the provision of a Service, and Bell has not remedied that default within 30 days after receiving written notice of such default, Customer shall be entitled to terminate the Agreement or any Service Schedule without penalty or early termination charges.
- (c) **Charges Payable:** On the termination of this Agreement or a Service Schedule for any reason, all payments required to be made to Bell by the Customer under the Agreement or that Service Schedule, as applicable, shall be due and payable immediately, and Bell may apply any amounts previously paid by Customer towards any other amount payable by Customer. Termination of a Service Schedule or this Agreement shall not relieve the Customer from any liability, including amounts owing, which accrued before the termination became effective. Customer will not be required to pay Termination Fees if Customer terminates this Agreement or a Service Schedule under Section 4(b).

5. BELL PROPERTY

All material, equipment and software provided by Bell including any equipment or software set out in the Service Schedule(s), and any other equipment, including fibre optic cable, patch panels, transport conductors and switching equipment, used by Bell in the provision of the Services ("Collectively Bell Provided Equipment") shall at all times be and remain the exclusive property of Bell or the Bell Providers, wherever located. Customer acknowledges it has no right, title or interest in or to any IP address assigned to the Customer. Bell may, on reasonable notice to the Customer, change that IP address. Bell is not obligated to notify any other party of a change to the Customer's IP addresses. The Bell Provided Equipment does not include the Purchased Equipment.

6. CUSTOMER OBLIGATIONS

- (a) **Obligations:** In addition to any other obligations of the Customer under this Agreement, the Customer shall:
- (i) not resell or remarket any Service for commercial purposes under the terms and conditions of this Agreement. If Customer wishes to resell or remarket the Services Customer shall enter into a separate written wholesale agreement with Bell,
 - (ii) be responsible for the supply (including obtaining necessary licenses and authorizations), installation and maintenance of any equipment or software other than the Bell Provided Equipment (the "Non-Bell Equipment") at each site listed in a Service Schedule if applicable, that is necessary to receive the Services, and ensure that the Non-Bell Equipment is (A) installed, maintained and stored in a manner and an environment that conform to the manufacturer's specifications and any specifications provided by Bell, and (B) compatible with the Bell Provided Equipment,
 - (iii) provide all necessary infrastructure including power outlets, grounding and anti-static environments required for the safe and reliable operation of the Non-Bell Equipment in accordance with the manufacturer's specifications and any specifications provided by Bell,
 - (iv) obtain and maintain all third party permissions and consents necessary to permit, and permit Bell and/or the Bell Providers prompt and safe access to Customer's premises so they can perform Bell's obligations under this Agreement and install, connect, maintain, disconnect, change, replace or remove the Bell Provided Equipment,



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Agreement # 1-756887870-M1

- (vi) be responsible for the loss of or damage to the Bell Provided Equipment except as caused by the negligence or willful misconduct of Bell or the Bell Providers
 - (vii) be responsible for use of the Services by any of its employees, officers, directors, agents and its end users (collectively, "End Users") and take all necessary measures to ensure that the End Users use the Services in accordance with the terms and conditions of this Agreement,
 - (viii) comply and cause its End Users to comply with (A) the internet acceptable use policy attached to a Service Schedule (as may be amended by Bell from time to time and made available on Bell's website) for any internet-based Service if the Customer is receiving that Service and (B) any third party software license terms and conditions for software provided to Customer by Bell and used by the Customer and/or its End Users in connection with the use of the Services;
 - (ix) not tamper with, alter or otherwise rearrange the Services
 - (x) not use or abuse the Services, or permit or assist others to do so in any manner that interferes with the Services or the provision of them, or the networks of Bell or any Bell Provider or access to those networks by other users,
 - (xi) not use or abuse the Services or permit or assist others to do so for any purpose or in any manner that directly or indirectly violates the terms of this Agreement, applicable laws; and
 - (xii) ensure that at all times, during the Agreement Term, Customer is a business entity duly organized and validly existing and in good standing under the laws of its jurisdiction of organization.
- (b) **Failure to Comply**
- (i) Bell is not liable for any failure to provide the Services in accordance with this Agreement that results from Customer's failure to comply with any of the obligations set out in Section 6(a)
 - (ii) Also if a Customer's failure to comply with any of the obligations in Section 6(a) materially adversely affects Bell's or a Bell Provider's network, the Services or other customers' ability to receive services from Bell, Bell may take all actions which it reasonably considers necessary to address that material adverse effect including the immediate suspension of or restriction on the use of the Services.

7 SERVICE OBLIGATIONS

- (a) **Service Commitments:** Bell shall provide each Service in accordance with this Agreement, including the relevant Service Schedule, and any service level agreements that may be specified in that Service Schedule
- (b) **Rights and Remedies:** All of Customer's rights and remedies relating to Bell's failure to meet a service level agreement, including credits, refunds or rights of termination, are set out in the relevant Service Schedule. If there is no service level agreement for a Service, Customer shall be entitled to receive any refunds or credits that may be set out in the relevant Service Schedule for service interruptions. These rights and remedies are subject to the limitations of liability set out in Section 8 and are the only remedies for Bell's failure to meet a service level agreement or for a service interruption.
- (c) **Disclaimer:** Customer acknowledges that unless provided otherwise herein or in a Service Schedule, Bell does not warrant (i) uninterrupted or error-free Services, or (ii) the content, availability, accuracy or any other aspect of any information including all data, files and all other information or content in any form, accessible or made available to or by the Customer or End Users through the use of the Services. During a Service Term, Bell may migrate a Service to an alternative service or technology as long as the alternative service or technology provides similar functionality as the Service. The definition of "Service" includes the alternative service. Bell shall not be responsible if any changes in the Services affect the performance of equipment, hardware or software other than Bell Provided Equipment or cause it to become obsolete or require modification or attention. Bell shall provide the Customer with 60 days notice of any such change. If Customer determines, acting reasonably, that the migration will adversely impact its business requirements, then it may terminate the migrated Service upon 30 days notice prior to the effective date of migration or within 60 days thereafter without the requirement to pay termination charges for such termination. Customer acknowledges that Bell may interrupt the Services, as may be specified in the Service Schedules or in case of emergency, in order to provide maintenance in respect of the Services
- (d) **WAIVER** THE WARRANTIES PROVIDED IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES AND CONDITIONS THE

8. LIMITATION OF LIABILITY

- (a) **LIABILITY FOR DIRECT DAMAGES:** EXCEPT AS PROVIDED IN SECTION 8(d), BELL'S AND THE BELL PROVIDERS' TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY OR LOSSES (COLLECTIVELY "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES UNDER THE AGREEMENT, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW OR ANY OTHER CAUSE OF ACTION OR



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Agreement # 1-756887870-M1

LEGAL THEORY EVEN IF BELL OR A BELL PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES IS LIMITED TO DIRECT ACTUAL PROVABLE DAMAGES AND WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AGGREGATE MONTHLY FEES (LESS ALL DISCOUNTS AND CREDITS) PAID BY THE CUSTOMER FOR THE SPECIFIC SERVICE(S) THAT GAVE RISE TO THE DAMAGES DURING THE Twelve MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE DAMAGES LESS AMOUNTS PAID FOR PREVIOUS CLAIMS FOR SUCH SERVICE IF ANY

- (b) **NO LIABILITY FOR CERTAIN DAMAGES:** EXCEPT AS PROVIDED IN SECTION 8(d), NEITHER PARTY IS LIABLE FOR ANY INDIRECT INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES UNDER A SERVICE SCHEDULE (INCLUDING LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM), WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. BELL AND THE BELL PROVIDERS ARE NOT LIABLE FOR, AND CUSTOMER SHALL BE LIABLE FOR, (i) ALTERATION OF THE SERVICES PROVIDED BY BELL IN COMBINATION WITH SERVICES, PRODUCTS OR EQUIPMENT PROVIDED BY THE CUSTOMER OR ANY THIRD PARTIES, WHERE SUCH ALTERATION IS NOT AUTHORIZED OR CONFIRMED BY BELL; (ii) THE FAILURE BY THE CUSTOMER TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, OR (iii) CUSTOMER'S OR ANY OF ITS END USER'S USE OF THE SERVICES OR TRANSMISSION OF CONTENT (AS DEFINED IN SECTION 10)
- (c) **FUNDAMENTAL BREACH:** SECTION 8 OF THIS AGREEMENT SHALL APPLY EVEN IF THERE IS A BREACH OF CONDITION A BREACH OF AN ESSENTIAL OR FUNDAMENTAL TERM, OR A FUNDAMENTAL BREACH OF THIS AGREEMENT.
- (d) **UNLIMITED LIABILITY:** BELL'S LIABILITY FOR DISCLOSURE OF CUSTOMER'S INFORMATION CONTRARY TO SECTION 9 IS UNLIMITED
- (e) **LIMITATIONS FAIR AND REASONABLE:** CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE COMMERCIAL CIRCUMSTANCES OF THIS AGREEMENT AND THAT BELL WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE CUSTOMER'S AGREEMENT TO LIMIT BELL'S AND THE BELL PROVIDERS' LIABILITY IN THE MANNER, AND TO THE EXTENT, PROVIDED FOR IN THIS SECTION

9. **CONFIDENTIAL INFORMATION**

- (a) **Definition:** "Bell Confidential Information" means any data, documentation or other information of a proprietary or confidential nature of Bell or its affiliates, or which is treated as confidential by Bell or its affiliates, whether or not identified as being confidential or proprietary, which is disclosed or made available to Customer in connection with the negotiation, preparation or performance of this Agreement and the design, installation, delivery or implementation of the Services, including pricing information, service levels and network design specifications. Bell Confidential Information excludes any data, documentation or other information which is (i) in the public domain, (ii) known to the Customer prior to receipt thereof from Bell, or (iii) available to the Customer on a non-confidential basis from a source other than Bell or a Bell Provider, if that source or its source is not in breach of any obligations of confidentiality to Bell or a Bell Provider
- (b) **Customer Obligation:** Customer agrees to take such care to protect the confidentiality of the Bell Confidential Information as would be taken by a reasonable party to protect its own confidential information from disclosure and, except as required by law or to carry out its obligations or receive the Services under this Agreement, Customer agrees not to use or disclose the Bell Confidential Information without Bell's prior written consent.
- (c) **Bell Obligation:** Unless Customer provides express consent or disclosure is pursuant to a legal power, all information kept by Bell regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by Bell to anyone other than:
 - (i) the Customer,
 - (ii) a person who, in the reasonable judgment of Bell, is seeking the information as an agent of the Customer;
 - (iii) another telephone company, provided the information is required for the efficient and cost-effective operation of information services; provided that such information is required for Bell purpose and disclosure is made on a confidential basis with the intention to be used only for that purpose
 - (v) an agent retained by Bell to evaluate the Customer's creditworthiness or to collect the Customer's account provided the information is required for and is to be used only for, that purpose or



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Agreement # 1-756887870-M1

(vi) a public authority or agent of a public authority, if in the reasonable judgment of Bell it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information

For greater certainty Bell shall be responsible for the use of any such information by any person or entity to whom it discloses the information in accordance with the above

(d) **Express Consent:** Express consent to disclose information kept by Bell regarding the Customer may be taken to be given by the Customer where the Customer provides:

- (i) written consent,
- (ii) oral confirmation verified by an independent third party;
- (iii) electronic confirmation through the use of a toll-free number; or
- (iv) electronic confirmation via the Internet.
- (v) oral consent, where an audio recording of the consent is retained by Bell; or
- (vi) consent through other methods, as long as an objective document record of Customer consent is created by the Customer or an independent third party

(e) **Written Consent** In accordance with Section 9 above, Customer consents to Bell (i) disclosing Customer's information to the Bell Providers and Bell's affiliates for the purpose of identifying Customer's communications needs and to provide Customer with relevant information, advice, and solutions; (ii) disclosing Customer information to the CRTC as required for the CRTC to approve any filings related to the Services; and (iii) disclosing Customer information as provided in Section 10.

10. CONTENT

Customer acknowledges that Bell does not own or have any control over the content, availability, accuracy or any other aspect of any information, data, files, pictures or content in any form or any type (collectively, the "Content") accessible or that may be available to or by the Customer or its End Users through the use of the Services. Bell does not monitor the use of the Services by the Customer or its End Users, unless monitoring is provided as part of a Service and explicitly set out in a Service Schedule, and has no control over the Customer's or its End Users' use of the Services. However, Bell will be entitled to electronically monitor the Services from time to time and disclose any information that is necessary to satisfy any law, regulation or lawful request or as necessary to operate the Services or to protect the rights or property of itself or others that are directly related to providing the Services.

11. FORCE MAJEURE

If there is a default or delay in a party's performance of its obligations under this Agreement (except for the obligation to make any payments under this Agreement), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, acts of God, epidemic, explosion, power failures, war, terrorism, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or its representative or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts, then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day-by-day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.

12. USE OF CUSTOMER'S FACILITIES AND SYSTEMS. Bell shall comply with Customer's policies and rules regarding safety and security workplace conduct and information security (including policies and rules regarding the possession of firearms and weapons, the possession or use of drugs and alcohol, inappropriate use of computers and the Internet, and inappropriate behavior, discrimination and harassment), as attached hereto as Exhibit 1

13. RIGHT TO REVIEW RECORDS. Customer and its authorized representatives shall have the right hereunder to audit and inspect or request a copy of Bell's business records regarding fees and Reimbursable Expenses shall include the right to review and inspect timecards and other information documenting and supporting its request for fees and Reimbursable Expenses payment for Bell

in any way in the name of Customer, except as those contracts in the name of Customer or obligate Customer in any way.

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Agreement #: 1-756887870-M1

15. **IP INFRINGEMENT** BELL SHALL DEFEND AND/OR SETTLE ANY ACTION BROUGHT AGAINST CUSTOMER BY A THIRD PARTY ALLEGING THAT CUSTOMER'S USE OF THE SERVICES AS AUTHORIZED BY THIS AGREEMENT INFRINGES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS IN CANADA AND PAY ANY FINAL JUDGEMENT AWARDED AGAINST CUSTOMER BY A COURT OF COMPETENT JURISDICTION IN SUCH ACTION OR ANY SETTLEMENT OF SUCH ACTION TO WHICH BELL CONSENTS. PROVIDED THAT THE CUSTOMER GIVES BELL PROMPT WRITTEN NOTICE OF ANY SUCH ACTION, SOLE CONTROL OF ITS DEFENSE OR SETTLEMENT, AND ASSISTANCE AND INFORMATION REASONABLY REQUIRED, AT BELL'S EXPENSE IN THE EVENT THE CUSTOMER'S USE OF THE SERVICES IS AT ANY TIME DEEMED BY BELL TO BE SUBJECT TO A CLAIM OF INFRINGEMENT BELL MAY, AT ITS OWN EXPENSE AND OPTION, EITHER (I) OBTAIN FOR THE CUSTOMER THE RIGHT TO CONTINUE USING THE SERVICES, OR (II) REPLACE THE SERVICES WITH NON-INFRINGING SERVICES OR MODIFY THEM SO THEY BECOME NON-INFRINGING. BELL SHALL NOT BE LIABLE TO THE CUSTOMER UNDER ANY PROVISION OF THIS CLAUSE OR OTHERWISE IF ANY CLAIM OF INFRINGEMENT IS BASED UPON MODIFICATION OF THE SERVICES WITHOUT BELL'S AUTHORIZATION, OR THE USE OF THE SERVICES IN CONNECTION WITH PRODUCTS OR SERVICES NOT FURNISHED BY BELL OR IN A MANNER FOR WHICH THE SERVICES WERE NOT DESIGNED, OR USE BY THE CUSTOMER FOLLOWING NOTIFICATION BY BELL REQUIRING THAT THE CUSTOMER CEASE USING THE SERVICES AS A RESULT OF AN INFRINGEMENT CLAIM. THIS CLAUSE DEFINES BELL'S ENTIRE LIABILITY TO THE CUSTOMER OR OTHERS IN RESPECT OF THE INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, AND THERE ARE NO OTHER WARRANTIES OR COVENANTS APPLICABLE THERETO EXPRESS IMPLIED, STATUTORY OR OTHERWISE.
16. INTENTIONALLY DELETED.
17. **GENERAL PROVISIONS**
- (a) **Performance of Obligations** Bell may perform its obligations under this Agreement through its affiliates, agents, suppliers or subcontractors (the "Bell Providers"), but Bell shall not be relieved of its obligations by using the Bell Providers.
- (b) **Entire Agreement; Amendment** This Agreement along with the individual Service Schedules constitute the entire agreement between the Customer and Bell with respect to the subject matter, and supersedes all prior agreements, understandings, commitments, undertakings, representations, negotiations and discussions on the subject matter, whether written or oral. There are no conditions, agreements, representations, warranties or other provisions, express or implied (including through course of dealing), collateral or otherwise, relating to the subject matter of this Agreement, which induced either party to enter into this Agreement or on which either party places any reliance, other than those set forth in this Agreement. If the Customer issues a purchase order or other document for the Services, it will be considered to be for the Customer's internal use only and any provisions contained in it shall not amend or be used to interpret this Agreement. This Agreement shall not be amended other than by an instrument in writing signed by both parties and stating that the parties intend to amend this Agreement.
- (c) **Enurement** This Agreement shall bind and enure to the benefit of Bell and the Customer and their respective successors and permitted assigns.
- (d) **Assignment** Neither party may assign this Agreement in whole or in part, including any Service Schedule, without the prior written consent of the other party, not to be unreasonably withheld. However, without the other party's consent, a party may assign all or part of its benefits, rights or obligations under this Agreement to an entity in connection with any transaction or series of transactions pursuant to which all or a substantial part of the assigning party's business is assigned to or otherwise results in forming all or part of the business of such entity (including a present or future affiliate, whether by way of reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise, and, provided such entity, as assignee, agrees to be bound by this Agreement and assumes the obligations assigned under this Agreement pursuant to this Section 17(d), on and after the effective date of such assignment. The assignor party shall be released from all of its obligations under this Agreement in respect of the business that is so assigned or otherwise results in forming all or part of the business of the assignee to the extent such obligations arise on or after the effective date of such assignment. Notwithstanding the foregoing, an assignment by Customer shall be contingent upon Bell determining the Customer's assignee to be credit worthy and in compliance with any eligibility criteria for the Services. Bell may also assign any receivable that arises under this Agreement, any right to receive payment related to that receivable and any interest in that receivable or right to receive payment.
- (e) **Governing Law** This Agreement shall be governed by the laws of Ontario and all laws of Canada applicable therein. Each Party submits to the exclusive jurisdiction of any Ontario courts sitting in Toronto in any action, application, reference or other proceeding arising out of or in connection with this Agreement. The parties shall not object to the jurisdiction of the courts of Ontario in any such proceedings. The parties acknowledge and agree that while Customer's parent company, Target Corporation, is not a party to this Agreement and has no obligations under this Agreement, Customer is a trustee of Target Corporation for the limited purpose of holding in trust for Target Corporation the covenants expressed to be in favour of Target Corporation. Accordingly, the parties agree that Target Corporation may enforce such rights and promises in its own right (and will not be required to add Customer as a party to any proceedings for such enforcement).



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Agreement # 1-756887870-M1

- (i) **Credit Check.** Customer consents to Bell performing credit reviews during the Agreement Term for the purpose of assessing Customer's creditworthiness. Bell may use information provided by the Customer and Customer agrees to provide Bell with any further information necessary to perform such credit reviews. If a credit review reveals Customer as non-creditworthy, Bell may require Customer provide a deposit. If Customer fails to provide Bell with such a deposit, Bell may terminate the Agreement on 60 days notice. Any such deposit shall be maintained as security for Customer's performance of its obligations pursuant to this Agreement.
- (j) **Interpretation.** In this Agreement, the headings are for convenience of reference only and shall not affect its construction or interpretation. If there is any conflict between the terms of the main body of this Agreement and the Service Schedules, the terms of the main body of the Agreement shall govern unless otherwise expressly provided in writing in a Service Schedule.
- (k) **Currency.** Unless otherwise specified in a Service Schedule, all dollar amounts referred to in this Agreement are expressed in Canadian dollars.
- (l) **Waivers.** No waiver of any provision of this Agreement shall bind a party unless consented to in writing by that party. No waiver of any provision of this Agreement shall be a waiver of any other provisions, nor shall any waiver be a continuing waiver, unless otherwise expressly provided in the waiver.
- (m) **Notice.** All notices provided for shall be given in writing and delivered by personal delivery, prepaid first class registered or certified mail or by facsimile. Notices delivered by facsimile shall be considered to have been received upon the sender obtaining a bona fide confirmation of such delivery. The address for notice shall be (i) for the Customer, the address to which Bell sends the Customer's invoices; and (ii) for Bell, to the business address and attention of the Bell sales representative for the Customer. Customer shall notify Bell of a change in its billing address and any change in its corporate name or any business or trade name used in connection with the Services.
- (n) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions of this Agreement shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
- (o) **Survival.** The following Sections of this Agreement shall survive termination or expiration of a Service Schedule or this Agreement: Sections 2 (Fees and Invoicing), 4(c) (Termination - Charges Payable), 5 (Bell Property), 6 (Customer Obligations), 7 (Service Obligations), 8 (Limitation of Liability), 9 (Confidential Information), and this Section 17(f).
- (p) **Counterparts.** This Agreement, including any Service Schedule or service order, signed pursuant to a Service Schedule may be signed in one or more counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.
- (q) **Language.** The parties have requested that this Agreement and all correspondence and all documentation relating to this Agreement be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.
- (r) **Third Party Beneficiaries.** Except as set out in Section 17(e) above, nothing in this Agreement, express or implied, shall or is intended to confer on any other person, firm or enterprise, any rights, benefits, remedies, obligations or liabilities of this Agreement, other than the Parties, their respective successors or permitted assigns.
- (s) **Publicity.** Bell may not use Customer's trade names, trademarks, logos, service marks, or other proprietary marks in any manner, including but not limited to advertising, publicity, user lists, or customer lists or websites, unless Bell has received prior written consent from an authorized representative of Customer to do so, which consent may be withheld in Customer's sole discretion.



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Agreement # 1-756887870-M1

TARGET CANADA CO.		BELL CANADA	
SIGNATURE		SIGNATURE	
NAME	Tom Butterfield	NAME	Richard S. ... Vice Pres
Customer acknowledges and expressly agrees to the limitations of liability set out in this Agreement		this Agreement.	
DATE	7/11/11	DATE	JULY 13, 2011



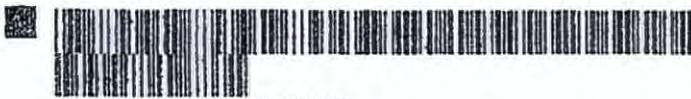


Agreement # 1-756887870-M1

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Supplier should provide a "Target Brand" install - that means being aware that the Supplier, contractor and/or subcontractor is in a place of business and that the work the Supplier, contractor and/or subcontractor is doing affects the people around them. Supplier is responsible for compliance with the foregoing by its employees, agents and contractors (collectively referred to hereafter as "Techs"). Supplier shall ultimately be responsible for the fitness and performance of the Techs while performing under this Agreement. Failure to comply with any of the following shall constitute a breach of

- o Proper ID
 - o Install instructions and project documentation for the project you are working on. Instructions are not provided by the location.
 - There is always a specific install start time. Tech should arrive at the location when expected, as there are only specific times the techs are allowed on-site.
 - Tech is not allowed to make different install arrangements with the location than what is described in the install instructions. Installs begin at a certain time - the tech and the location must abide by these install times. They cannot be changed.
 - Tech should come prepared with tools, equipment, and/or other necessary items to complete the install. The required equipment is described in the install instructions.
 - Techs are forbidden from bringing any unauthorized software into the location in any form of media.
 - Techs are NEVER allowed to use the following items owned by or otherwise in the possession of Target (and must make their own arrangements if such items are needed for the install job): ladders, balers (horizontal or vertical), compactors, cart movers, forklifts, lift trucks, stock pickers, wave lifts, other lifts, and powered pallet jacks. Techs are not allowed to use any other location equipment, unless described clearly in the install instructions.
 - Tech should be presentable when arriving at the location and should interact with the location personnel in a professional manner.
 - o Rudeness is not acceptable. Try to avoid speaking loudly into cell phones and/or with location personnel.
 - o Do not abuse or misuse equipment that is being used for install. Take all appropriate safety precautions when using equipment.
 - Theft of any merchandise or personal property will be referred for prosecution.
 - If a tech wants to purchase store merchandise to complete install, i.e. canned air, drills, - it must be paid for before it can be used.
 - Tech must be aware that there may be business going on around his/her work area and should be able to complete work without disrupting the flow of business.
 - Only those associated with the install (techs, second or junior techs) should be present in the location. No people outside the project are allowed in the location.
 - Tech should take direction from the install instructions provided, NOT the location - unless otherwise directed before the install begins.
 - Tech should leave the work area in the same or better condition than he/she found it when arriving for install.
 - If the install takes place overnight:
 - o There should be personnel at the location during install.
- Tech must check out upon completing the project.



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TAB B



Bell

Master Agreement # 1-756887870-M1
Agreement # 1-756887870

INTERNET PROTOCOL VIRTUAL PRIVATE NETWORK (IP VPN) SERVICE SCHEDULE TO MASTER COMMUNICATIONS AGREEMENT - NON-TARIFFED

Customer Name
TARGET CANADA CORP.

i) TERM

- a) **Initial Service Term:** The Initial Service Term shall begin on March 1, 2012 and will continue for 60 months following Customer acceptance of the last circuit installed under the initial 132 Site commitment (the "Initial Service Term")
- b) **Service Renewal Term:** Upon expiration of the Initial Service Term Customer shall have the option to renew at the same rates and terms for up to three (3) one-year renewal periods (the "Service Renewal Term") provided that none of the parties has sent to the other party a notice of non-renewal at least sixty (60) days prior to expiration of the Initial Service Term. Notices shall be delivered in compliance with the Agreement. The Customer shall notify Bell of its refusal of such modification at least sixty (60) days prior to expiration of the Initial Service Term or then current Service Renewal Term
- c) **Use of Service beyond Service Term:** If the Customer has sent a notice of non-renewal but for any reason continues to receive the Service after the expiry of the Initial Service Term or final Service Renewal Term, the terms and conditions of the Agreement including this Service Schedule shall continue to apply for up to ten (10) months (Transition Period) after which time this Service Schedule shall terminate unless extended by mutual written agreement of the parties

ii) SERVICE

- a) **Definitions:** A glossary of terms is set out in Appendix 1. These terms apply throughout this Service Schedule
- b) **Description of the Service:** Bell agrees to provide to the Customer and the Customer agrees to procure from Bell the services described in this Service Schedule. The IP VPN Service (the "Service") provides the Customer with the following
 - iii) A Wide Area Network (WAN) service, which may include the Customer Edge (CE) device and local access accessing the Bell Multi-Protocol Label Switching (IP MPLS) Core Network managed end-to-end by Bell. The Customer receives a single Virtual Private Network (VPN) for all Customer sites, which is capable of multiple VRF connections per Site.
 - iv) The supply, if applicable, configuration, maintenance, monitoring and management of the CE device, twenty-four (24) hours a day, seven (7) days a week.
 - v) The bandwidth, options and features selected by the Customer as set out in Section 3
 - vi) Service Levels, where available, as described in Section 4
 - vii) Subject to the management level specified in Section 3, a Web-based Portal to access reports.

It shall be the Customer's responsibility to ensure compliance with any Appendix attached to this Service Schedule, including, without limitation, Appendix 2 (Customer Requirements) If required by Bell, the Customer will provide a Letter of Authorization as may be set out in an Appendix to this Service Schedule
- c) **Service Demarcation Point:** The service demarcation point for the Service is at the Customer-facing Ethernet port of the Bell Managed CE device



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Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-32

viii) FEES AND SERVICE SITES

a) Fees:

- i) The Customer shall pay to Bell the Fees outlined in this Section 3 which will be based on the management level, bandwidth, site type, class of service, management option and other features selected by the Customer. Additional charges, including those for backhaul and/or construction may be applicable and will be charged to the Customer in addition to the Fees outlined in this Section
- ii) During the Initial Service Term, Bell will invoice Customer once sites are installed and available for cut-over

The Customer shall agree to a minimum of 132 Sites to be installed and cut-over during the Service Term, and shall pay the Fees for any Shortfall. The Initial [106] Sites are listed in Table 1-7 with their respective Fees. These tables shall be updated to add the remaining [27] Sites upon confirmation of the additional Sites, and the Service Schedule will be amended to incorporate the additional Sites upon written confirmation of the Customer. The table below illustrates timelines for store openings by province

	BC	AB	SK	MB	ON	QC	Mariti mes	Total
Q1 2013					24			24
Q2-Q4 2013	18	16	3	5	27	24	10	103
Q1 2014	1				4			5

iii) Guaranteed Pricing Clause

- a) Subject to Section (b) below, if the Customer adds a site (a "New Site") during the Initial Service Term or a Service Renewal Term (referred to in this section as the "Current Term"), and that site has the same configuration and Tier (as described in Appendix 2) as an existing site, Bell will guarantee the pricing for the New Site to be at the same rate as the current site, with no additional charges (backhaul and construction charges may be applicable and will be charged to the customer in addition to the Fees)
- b) If, upon expiry, the Current Term is not extended for a Service Renewal Term, then the Customer shall pay Terminations Fees in connection with any New Sites added after the 54th month of the contract start date, calculated as set out in section 5 (a) as if such New Site had been contracted for a one (1) year term starting from the date such New Site has been added





Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-32

Terms and Conditions

- 1) In consideration of the 5-year agreement on the IP VPN service for 132 Sites, Customer will receive \$225,000 signing bonus on the SIP service once the schedule is finalized which is a bonus or incentive being provided in lieu of a discount to be earned over the 5-year period. The incentive is to be provided at the end of each anniversary year of the 5-year term.
- 2) One-time Project Management fee of \$95,089.50 to implement the initial 105 store deployment. There will be no additional project management fees after the initial 105 store rollout unless agreed to and specified in writing by the parties.
- 3) Construction and backhaul are extra, and where applicable, shall be charged separately in full to Customer but only upon Customer's prior written consent after a reasonable opportunity to review and approve such charges. Bell agrees to credit one-time Construction fees up to \$750,000. Should the \$750,000 be exhausted, both parties mutually agree to provision bandwidth over least-cost existing access facilities (i.e. bonded T1's, DS-3's, etc..) to minimize exposure to construction cost risk.
- 4) Construction on future sites in excess of the \$750,000 shall be charged separately in full to the Customer but only upon Customer's prior written consent. Bell agrees that Customer will be able to leverage any Bell ongoing corporate fiber expansion program to further offset future construction costs in parallel to Bell network planning's costing assessment. Before any construction charges are provided, Bell will follow the network planning process and will advise Customer if any incremental charges would apply.
- 5) Any options or features not quoted in this agreement will receive a 25% discount off of list price.
- 6) Any taxes applicable to the service are extra, and where applicable, shall be charged separately in full to Customer.
- 7) Any additional charges due to customization are considered extra and shall be charged separately in full to the customer. Bell will provide written notice of any additional customization charges and provide Customer a reasonable opportunity to review and approve such charges.
- 8) Primary IPVPN monthly rates include 85% QoS (See table 3 for configuration)
- 9) All pricing in Canadian dollars.

There is no minimum Bandwidth guarantee on Value and Enhanced Site Types, as well as any Diversity options for Services delivered on DSL or HSPA technology. HSPA signal strength and availability cannot be guaranteed at any time during the time of the contract. Service limitations may only be determined during the provisioning process. Bell will perform sync rate tests during the provisioning process to determine site speed and / or wireless signal strength as the case may be, and inform the Customer if the site speed or wireless signal strength is lower than required. Bell shall notify the Customer if the original requested site speed or wireless signal strength is not available, and identify an alternative package or if additional wireless equipment is required to be installed with associated rates. Upon receipt of this notification the Customer shall notify Bell in writing within thirty (30) days whether (i) it wishes to proceed with an alternative package or additional wireless equipment installation with associated rates; or (ii) the Customer may terminate the Service for the associated sites without Termination Fees.

TABLE 2: MANAGEMENT OPTIONS

Site Number	Site Address	SNMP Views		Shorter Polling Intervals	
		Installation Fee	Monthly Fee	Installation Fee	Monthly Fee
	All Sites	\$0	No Charge		
	Total Fees				



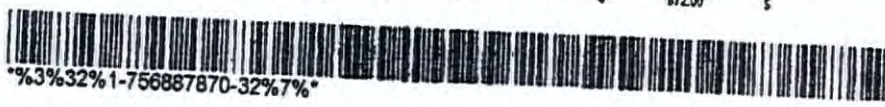
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Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-32

TABLE 1. MANAGEMENT LEVEL, BANDWIDTH AND SITE TYPES (Primary Circuit)

Address	City	Prov	NSN/ATA	Service	Contractual Price	Monthly Primary MTR	Monthly Secondary MTR
1500 AV ATWATER	MONTREAL	QC	514937	OE	\$ 3,600.00	\$ 872.00	\$ -
100 BAYSHORE DR 785 WONDERLAND RD S	NEPEAN	ON	613596	DS-3	\$ -	\$ 872.00	\$ -
17600 YONGE ST 3050 BOUL DE PORTLAND	LONDON NEWMARKE T SHERBROOK E	ON	519641 905853	OE	\$ 8,400.00 \$ 12,000.00	\$ 872.00	\$ -
7091 BOUL NEWMAN	LASALLE WILLOWDALE E	OC	819585 514385	OE	\$ 3,600.00 \$ 3,600.00	\$ 872.00	\$ -
6500 YONGE ST	POINTE CLAIRE	ON	418226	OE	\$ 15,000.00	\$ 872.00	\$ -
185 BOUL HYMUS	BRAMPTON	OC	514694	OE	\$ 3,600.00	\$ 872.00	\$ -
25 PEEL CENTRE DR 100 CITY CENTRE DR SUITE 200	MISSISSAUG A	ON	905783 905270	OE	\$ 9,600.00 \$ 3,800.00	\$ 872.00	\$ -
7895 DES GALERIES D'ANJOU BOUL	ANJOU	OC	514355	OE	\$ -	\$ 872.00	\$ -
550 KING ST N 5401 BOUL DES GALERIES	WATERLOO QUEBEC	ON OC	519884 418627	OE	\$ 8,400.00 \$ 3,600.00	\$ 872.00	\$ -
825 RUE SAINT- LAURENT O	LONGUEUIL	OC	450679	OE	\$ 3,600.00	\$ 872.00	\$ -
500 REXDALE BLVD 500 BOUL DES PROMENADES	ETOBICOKE SAINT- BRUNO	ON OC	418674 490441	OE	\$ 12,000.00 \$ 3,600.00	\$ 872.00	\$ -
3000 DANFORTH AVE APT 100	TORONTO	ON	418690	OE	\$ 15,000.00	\$ 872.00	\$ -
45 OVERLEA BLVD APT 2	TORONTO	ON	416422	OE	\$ 15,000.00	\$ 872.00	\$ -
550 BOUL WILFRID- HAHEL	QUEBEC	OC	418627	OE	\$ 3,600.00	\$ 872.00	\$ -
1221 BARTON ST E	HAMILTON	ON	905548	OE	\$ 10,000.00	\$ 872.00	\$ -
2700 BOUL LAURIER 2825 RUE D'ANNEMASSE	QUEBEC	OC	418659	OE	\$ 8,400.00	\$ 872.00	\$ -
3275 BOUL DE LA COTE-VERTU	BOISBRIAND SAINT- LAURENT	OC OC	490420 514333	OE	\$ 15,000.00 \$ -	\$ 872.00	\$ -
40 Steeles Ave W 4575 BOUL DES FORGES	BRAMPTON TROIS- RIVERES	ON OC	905451 819378	OE	\$ 18,000.00 \$ 11,000.00	\$ 872.00	\$ -
5100 ERIN MILLS PKY	MISSISSAUG A SAINT JEROME	ON OC	905820 450436	OE	\$ 8,600.00 \$ 3,600.00	\$ 872.00	\$ -
900 GRIGNON BLVD 1200 BOUL ALPHONSE- DESJARDINS	LEVIS	OC	418833	OE	\$ 3,600.00	\$ 872.00	\$ -
21 MICMAC DR UNIT 100	DARTMOUTH	NS	902401	OE	\$ -	\$ 872.00	\$ -
1658 BEDFORD HWY	BEDFORD	NS	902832	OE	\$ -	\$ 872.00	\$ -
24 STAVANGER DR	ST JOHN'S	NL	708722	OE	\$ -	\$ 872.00	\$ -
401 KENT ST W	LINDSAY	ON	705324	DS-3	\$ -	\$ 872.00	\$ -
55 ONTARIO ST S	MILTON RICHMOND HILL	ON	905878 905883	OE	\$ 15,000.00 \$ 14,000.00	\$ 872.00	\$ -
9350 YONGE ST	AURORA	ON	905727	DS-3	\$ -	\$ 872.00	\$ -
15400 BAYVIEW AVE 110 PLACE D'ORLEANS DR	OTTAWA CHARLOTTE TOWN	ON PE	613837 902892	OE	\$ 13,000.00 \$ -	\$ 872.00	\$ -
870 UNIVERSITY AVE				OE	\$ -	\$ 872.00	\$ -



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27517

Bell

Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-32

517 WESTMORLAND RD	SANT JOHN	NB	906633	OE	\$		\$	872.00	\$
1485 LASALLE BLVD	SUDBURY	ON	705566	OE	\$	15,000.00	\$	872.00	\$
1160 AUT CHOMEDEY	LAVAL	QC	450969	OE	\$	17,000.00	\$	872.00	\$
600 RUE PIERRE-CAISSE	SANT-JEAN-SUR-RICHELIEU	QC	490348	DS-3	\$		\$	872.00	\$
925 ONTARIO ST	STRATFORD	ON	519275	DS-3	\$		\$	872.00	\$
44 MAPLE VALLEY ROAD	CORNER BROOK	NL	709639	OE	\$		\$	872.00	\$
900 TOWER ST S	FERGUS	ON	519843	OE	\$		\$	872.00	\$
55 RUE INDUSTRIEL	RMOUSIO ST-GEORGES-DE-BEAUCE	QC	418722	OE	\$	15,000.00	\$	872.00	\$
8583 BOUL LACROIX	CALGARY	AB	418220	OE	\$		\$	872.00	\$
5115 17 AVE SE	EDMONTON	AB	780479	OE	\$		\$	872.00	\$
109TH ST & KINGSWAY (90 KINGSWAY GARDEN WALL HWY)	EDMONTON	AB	780461	OE	\$		\$	872.00	\$
116 BONNIE DOON SHOPPING CENT	BURNABY	BC	604433	OE	\$		\$	872.00	\$
4545 CENTRAL BLVD	CALGARY	AB	403217	OE	\$		\$	872.00	\$
5695 RICHMOND RD SW	VICTORIA	BC	250385	OE	\$		\$	872.00	\$
3170 TILICUM RD APT 1444	EDMONTON	AB	780468	OE	\$		\$	872.00	\$
2331 68 ST NW APT 200	CALGARY	AB	403255	OE	\$		\$	872.00	\$
9455 MACLEOD TRAIL SW	GRANDE PRAIRIE	AB	780532	OE	\$		\$	872.00	\$
11801 100TH ST	COQUITLAM	BC	604941	OE	\$		\$	872.00	\$
2829 BARNET HWY UNIT 3010	RED DEER	AB	403347	OE	\$		\$	872.00	\$
4800 MOLLY BANISTER DR APT 10	DELTA	BC	604596	OE	\$		\$	872.00	\$
7155 120 ST	CALGARY	AB	403286	DS-3	\$		\$	872.00	\$
3625 SHAGANAPPI TRAIL HWY	TORONTO	ON	410642	DS-3	\$		\$	872.00	\$
250 THE EAST MALL 1576 UPPER JAMES ST	HAMILTON	ON	905574	OE	\$	10,800.00	\$	872.00	\$
295 TAUNTON RD E	OSHAWA	ON	905576	DS-3	\$		\$	872.00	\$
1595 MERVALE RD	NEPEAN	ON	613224	OE	\$	18,000.00	\$	872.00	\$
1858 ST LAURENT BLVD	OTTAWA	ON	613746	OE	\$	18,000.00	\$	872.00	\$
2900 WARDEN AVE	SCARBOROUGH	ON	416497	OE	\$	15,000.00	\$	872.00	\$
1880 RICHMOND ST	LONDON	ON	518675	OE	\$	10,800.00	\$	872.00	\$
221 GLENDALE AVE	CATHARINES	ON	905688	OE	\$	6,000.00	\$	872.00	\$
777 QUELPH LINE 2277 RIVERSIDE DR UNIT 44	BURLINGTO N	ON	905634	DS-3	\$		\$	872.00	\$
175 STONE RD W	OTTAWA	ON	613526	DS-3	\$		\$	872.00	\$
80 GREAT LAKES DR	QUELPH	ON	518821	OE	\$	15,000.00	\$	872.00	\$
100 KINGSTON RD E	BRAMPTON	ON	905790	OE	\$	9,600.00	\$	872.00	\$
3100 HOWARD AVE	AJAX	ON	906683	DS-3	\$		\$	872.00	\$
2000 APPLEBY LINE	WINDSOR	ON	519966	OE	\$	14,000.00	\$	872.00	\$
300 EAGLESON RD	BURLINGTO N	ON	906331	OE	\$	10,000.00	\$	872.00	\$
945 GARDINERS RD	KANATA	ON	613582	DS-3	\$		\$	872.00	\$
355 HESPELER RD	KINGSTON	ON	613364	OE	\$	9,600.00	\$	872.00	\$
	CAMBRIDGE	ON	519023	OE	\$	15,000.00	\$	872.00	\$



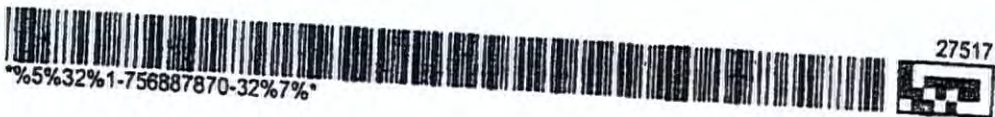
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Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-32

Address	City	Prov	Postal	Service	Rate	Rate	Rate
NEC HWY #11, AT BURNSIDE LINE (1029 Brady Dr) 30 HORSESHOE CRESCENT	ORILLIA WATERLOO N	ON	705325	OE	\$ 12,000.00	\$	\$ 872.00
330 TAUNTON RD E	WHITBY	ON	905690	DS-3	\$	\$	\$ 872.00
650 41ST AVE W	VANCOUVER	BC	604261	DS-3	\$	\$	\$ 872.00
295 SHAWVILLE BLVD SE	CALGARY	AB	403254	DS-3	\$	\$	\$ 872.00
1485 PORTAGE AVE	WINNIPEG	MB	204975	DS-3	\$	\$	\$ 872.00
1545 REGENT AVE W	WINNIPEG	MB	204667	DS-3	\$	\$	\$ 872.00
35 LAKEWOOD BLVD	WINNIPEG	MB	204256	DS-3	\$	\$	\$ 872.00
1120 GRANT AVE	WINNIPEG	MB	204452	DS-3	\$	\$	\$ 872.00
2505 36 ST NE	CALGARY	AB	403232	DS-3	\$	\$	\$ 872.00
4900 27 ST	VERNON	BC	250545	DS-3	\$	\$	\$ 872.00
1888 ALGONQUIN AVE	NORTH BAY SMITHS FALLS	ON	705472	OE	\$ 20,000.00	\$	\$ 872.00
275 BROOKVILLE ST	BRANDON	MB	204728	DS-3	\$	\$	\$ 872.00
1570 18TH ST N 375 ST ALBERT RD APT 139	ST ALBERT SHERWOOD PARK	AB	780458	DS-3	\$	\$	\$ 872.00
2020 SHERWOOD DR	PRINCE GEORGE MAPLE RIDGE	BC	250562	DS-3	\$	\$	\$ 872.00
2999 MASSEY DR	NANAIMO	BC	804463	Bonded T1	\$	\$	\$ 794.00
11850 224 ST 4750 RUTHERFORD RD	CHILLIWACK	BC	250758	DS-3	\$	\$	\$ 872.00
45985 LUCKAKUCK WAY	COURTENAY ABBOTSFORD	BC	804858	DS-3	\$	\$	\$ 872.00
2801 CLIFFE AVE	REGINA	SK	250338	Bonded T1	\$	\$	\$ 794.00
1225 SUNAS WAY	THUNDER BAY	ON	604504	DS-3	\$	\$	\$ 872.00
489 ALBERT ST N 1000 FORT WILLIAM RD	SASKATON	SK	305949	DS-3	\$	\$	\$ 872.00
3510C 8TH ST E APT 1	LANGLEY CAMPBELL RIVER	BC	807823	DS-3	\$	\$	\$ 872.00
19705 FRASER HWY	CRANBROOK	BC	308374	DS-3	\$	\$	\$ 872.00
1324 ISLAND HWY 1500 CRANBROOK ST N APT 120		BC	604530	DS-3	\$	\$	\$ 872.00
			250287	Bonded T1	\$	\$	\$ 794.00
			250489	Bonded T1	\$	\$	\$ 794.00
					\$	\$	\$ 794.00
					\$	\$	\$ 5,600.00
					\$501,800.00	\$91,248.00	\$14,374.36



27517



Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-32

TABLE 1b: MANAGEMENT LEVEL, BANDWIDTH AND SITE TYPES (Secondary Circuit)

Address	City	Prov	MAN/A	Secondary Access Type	Management Secondary UIC	Management Secondary Location
1300 AV ATWATER	MONTREAL	QC	514037	T1		
100 BAYSHORE DR	NEPEAN	ON	613590	T1	\$ 603.00	\$ -
785 WONDERLAND RD S	LONDON	ON	519841	T1	\$ 603.00	\$ -
17800 YONGE ST	T SHERBROOK	ON	905853	T1	\$ 603.00	\$ -
3090 BOUL DE PORTLAND	E	QC	819565	T1	\$ 603.00	\$ -
7091 BOUL NEWMAN	LASALLE	QC	514365	T1	\$ 603.00	\$ -
6800 YONGE ST	WILLOWDALE	ON	416226	T1	\$ 603.00	\$ -
195 BOUL HYMIUS	E POINTE CLAIRE	QC	514694	T1	\$ 603.00	\$ -
25 PEEL CENTRE DR	BRAMPTON	ON	905793	T1	\$ 603.00	\$ -
100 CITY CENTRE DR SUITE 200	MISSISSAUGA	ON	905270	T1	\$ 603.00	\$ -
7865 DES GALERIES D'ANJOU BOUL	A	ON	905270	T1	\$ 603.00	\$ -
520 KING ST N	ANJOU	QC	514355	T1	\$ 603.00	\$ -
5401 BOUL DES GALERIES	WATERLOO	ON	519884	T1	\$ 603.00	\$ -
825 RUE SAINT-LAURENT O	QUEBEC	QC	418627	T1	\$ 603.00	\$ -
500 RENDALE BLVD	LONGUEUIL	QC	450679	T1	\$ 603.00	\$ -
500 BOUL DES PROMENADES	ETOBICOKE	ON	416874	T1	\$ 603.00	\$ -
3003 DANFORTH AVE APT 100	SAINTE BRUNO	QC	450441	T1	\$ 603.00	\$ -
45 OVERLEA BLVD APT 2	TORONTO	ON	416690	T1	\$ 603.00	\$ -
500 BOUL WILFRID-HAMEL	TORONTO	ON	416422	T1	\$ 603.00	\$ -
1221 BARTON ST E	QUEBEC	QC	418627	T1	\$ 603.00	\$ -
2700 BOUL LAURIER	HAMILTON	ON	905548	T1	\$ 603.00	\$ -
2825 RUE D'ANNEMASSE	QUEBEC	QC	418659	T1	\$ 603.00	\$ -
3275 BOUL DE LA COTE- VERTU	BOISBRIAND	QC	450420	T1	\$ 603.00	\$ -
40 Steeles Ave W	SAINTE LAURENT	QC	514333	T1	\$ 603.00	\$ -
4575 BOUL DES FORGES	BRAMPTON	ON	905451	T1	\$ 603.00	\$ -
5100 ERIN MILLS PKY	TROIS RIVIERES	QC	819078	T1	\$ 603.00	\$ -
900 GRIGNON BLVD	MISSISSAUGA	ON	905820	T1	\$ 603.00	\$ -
1200 BOUL ALPHONSE DESJARDINS	A SAINT JEROME	QC	450436	T1	\$ 603.00	\$ -
21 AICMAC DR UNIT 100	LEVIS	QC	418633	T1	\$ 603.00	\$ -
1638 BEDFORD HWY	DARTMOUTH	NS	902461	T1	\$ 603.00	\$ -
24 STAVANGER DR	BEDFORD	NS	902832	T1	\$ 603.00	\$ -
401 KENT ST W	ST JOHNS	ML	709722	T1	\$ 603.00	\$ -
55 ONTARIO ST S	LINDSAY	ON	705324	T1	\$ 603.00	\$ -
9390 YONGE ST	MILTON	ON	905878	T1	\$ 603.00	\$ -
15400 BAYVIEW AVE	RICHMOND HILL	ON	905883	T1	\$ 603.00	\$ -
110 PLACE D'ORLEANS DR	AURORA	ON	905727	T1	\$ 603.00	\$ -
670 UNIVERSITY AVE	OTTAWA	ON	613837	T1	\$ 603.00	\$ -
517 WESTMORLAND RD	CHARLOTTE TOWN	PE	902892	T1	\$ 603.00	\$ -
1485 LASALLE BLVD	SAINT JOHN	NB	506633	T1	\$ 603.00	\$ -
	SUDBURY	ON	705566	T1	\$ 603.00	\$ -

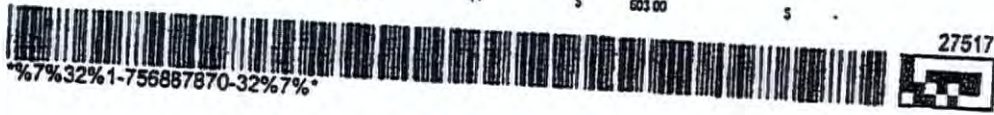


27517

Bell

Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-32

1160 AUT CHOMEDY	LAVAL	QC	450969	T1	\$	603.00	\$
600 RUE PIERRE-CAISSE	SAINT-JEAN SUR-RICHELIEU	QC	450348	T1	\$	603.00	\$
925 ONTARIO ST	STRATFORD CORNER BROOK	ON	519275	T1	\$	603.00	\$
44 MAPLE VALLEY ROAD	BROOK	NL	709639	T1	\$	603.00	\$
900 TOWER ST S	FERGUS	ON	519843	T1	\$	603.00	\$
55 RUE INDUSTRIEL	RIMOUSKI ST.	QC	418722	T1	\$	603.00	\$
8545 BOUL LACROIX	GEORGES-DE-BEAUCE	QC	418228	T1	\$	603.00	\$
5115 17 AVE SE	CALGARY	AB	403272	T1	\$	603.00	\$
109TH ST & KINGSWAY (50 KINGSWAY GARDEN MALL NW)	EDMONTON	AB	780479	T1	\$	603.00	\$
118 BONNIE DOON SHOPPING CENT	EDMONTON	AB	780461	T1	\$	603.00	\$
4543 CENTRAL BLVD	BURNABY	BC	604433	T1	\$	603.00	\$
5808 RICHMOND RD SW	CALGARY	AB	403217	T1	\$	603.00	\$
3179 TILLCUM RD APT 1444	VICTORIA	BC	250335	T1	\$	603.00	\$
2331 86 ST NW APT 200	EDMONTON	AB	780468	T1	\$	603.00	\$
6455 MACLEOD TRAIL SW	CALGARY GRANDE PRAIRIE	AB	403255	T1	\$	603.00	\$
11801 100TH ST	COQUITLAM	BC	604941	T1	\$	603.00	\$
2929 BARNET HWY UNIT 3018	RED DEER	AB	403347	T1	\$	603.00	\$
4900 MOLLY BANISTER OR APT 10	DELTA	BC	604598	T1	\$	603.00	\$
7155 128 ST	CALGARY	AB	403286	T1	\$	603.00	\$
3825 SHAGANAPPI TRAIL NW	TORONTO	ON	418642	T1	\$	603.00	\$
250 THE EAST MALL	HAMILTON	ON	905574	T1	\$	603.00	\$
1578 UPPER JAMES ST	OSHAWA	ON	905576	T1	\$	603.00	\$
285 TAUNTON RD E	NEPEAN	ON	913224	T1	\$	603.00	\$
1585 MERVALE RD	OTTAWA	ON	813746	T1	\$	603.00	\$
1055 ST LAURENT BLVD	SCARBOROUGH	ON	415497	T1	\$	603.00	\$
2900 WARDEN AVE	GH	ON	519875	T1	\$	603.00	\$
1688 RICHMOND ST	LONDON ST	ON	905688	T1	\$	603.00	\$
221 GLENDALE AVE	CATHARINES BURLINGTO N	ON	909534	T1	\$	603.00	\$
777 GUELPH LINE	OTTAWA	ON	613526	T1	\$	603.00	\$
2277 RIVERSIDE DR UNIT 44	GUELPH	ON	519821	T1	\$	603.00	\$
175 STONE RD W	BRAMPTON	ON	905790	T1	\$	603.00	\$
80 GREAT LAKES DR	AJAX	ON	905683	T1	\$	603.00	\$
100 KINGSTON RD E	WANDSOR	ON	519966	T1	\$	603.00	\$
3100 HOWARD AVE	BURLINGTO N	ON	905331	T1	\$	603.00	\$
2000 APPLEBY LINE	KANATA	ON	613592	T1	\$	603.00	\$
300 EAGLESON RD	KINGSTON	ON	613384	T1	\$	603.00	\$
945 GARDINERS RD	CAMBRIDGE	ON	519623	T1	\$	603.00	\$
355 HESPELER RD	ORILLIA	ON	705325	T1	\$	603.00	\$
NEC HWY #11 AT BURNSIDE LINE (1029 Brossier Dr)	WATERLOO N	ON	905650	T1	\$	603.00	\$
30 HORSESHOE CRESCENT	WHITBY	ON	905655	T1	\$	603.00	\$
330 TAUNTON RD E	VANCOUVER	BC	604261	T1	\$	603.00	\$
650 41ST AVE W	CALGARY	AB	403254	T1	\$	603.00	\$
295 SHAWVILLE BLVD SE					\$	603.00	\$



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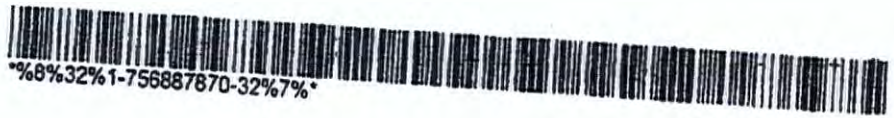


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Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-32



1485 PORTAGE AVE	WINNIPEG	MB	704975	T1	\$	603.00	\$.
1545 REGENT AVE W	WINNIPEG	MB	204667	T1	\$	603.00	\$	.
35 LAKEWOOD BLVD	WINNIPEG	MB	204756	T1	\$	603.00	\$	.
1120 GRANT AVE	WINNIPEG	MB	204452	T1	\$	603.00	\$	.
2505 36 ST NE	CALGARY	AB	403232	T1	\$	603.00	\$	.
4900 27 ST	VERNON	BC	250545	T1	\$	603.00	\$	.
1899 ALGONQUIN AVE	NORTH BAY	ON	705472	T1	\$	603.00	\$	.
275 BROCKVILLE ST	SMITHS FALLS	ON	513283	T1	\$	603.00	\$	.
1570 18TH ST N	BRANDON	MB	204728	T1	\$	603.00	\$	.
375 ST ALBERT RD APT 138	ST ALBERT	AB	780458	T1	\$	603.00	\$	.
2020 SHERWOOD DR	SHERWOOD PARK	AB	780467	T1	\$	603.00	\$	.
2999 MASSEY DR	PRINCE GEORGE	BC	250562	T1	\$	603.00	\$	.
11650 224 ST	MAPLE RIDGE	BC	604463	T1	\$	603.00	\$	.
4730 RUTHERFORD RD	NANAIMO	BC	250758	T1	\$	603.00	\$	457.23
45585 LUCKAKUCK WAY	CHILLIWACK	BC	604858	T1	\$	603.00	\$	.
2801 CLIFFE AVE	COURTENAY	BC	250338	T1	\$	603.00	\$	.
1225 SUMAS WAY	ABBOTSFORD	BC	604504	T1	\$	603.00	\$	.
489 ALBERT ST N	REGINA	SK	306949	T1	\$	603.00	\$	.
1000 FORT WILLIAM RD	THUNDER BAY	ON	807623	T1	\$	603.00	\$	.
35 10C 8TH ST E APT 1	SASKATOON	SK	306374	T1	\$	603.00	\$	.
19705 FRASER HWY	LANGLEY	BC	604530	T1	\$	603.00	\$	.
1324 ISLAND HWY	CAMPBELL RIVER	BC	250287	T1	\$	603.00	\$	800.00
1500 CRANBROOK ST N APT 120	CRANBROOK	BC	250489	T1	\$	603.00	\$	1400.00
					\$	603.00	\$	1400.00
					\$	63,315.00	\$	32,857.23



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Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-32

ix) SERVICE LEVELS

a) **Service Level Agreements (SLAs);** if Bell fails to meet a Service Level Agreement (SLA) as stated below, the rights and remedies set out in Section 4 (c) will apply

Service Level Agreements Applicable to Services Using Wired Access Technology (SLAs)	
Metric	Target
Service Availability (end-to-end or CE device to CE device)	99.9%
Mean Time To Notify (MTTN)*	Notification within 20 mins (for sites using wired access technology and that have NetControl, NetInsight and/or NetPerform)
Mean Time to Repair (MTTR)*	
Site Type	
High Performance - National	Target
Enhanced - For sites in Bell Enhanced MTTR territory using wired access technology	4 Hours
	4 Hours

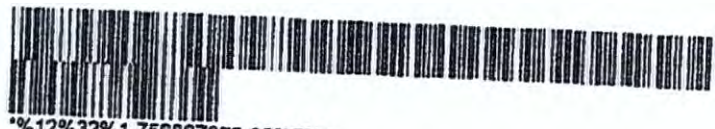
* For HSPA or wireless site types, there is no SLA available. See Service Level Objectives Table below

Subscribed bandwidth for all customer sites	Voice	Video	Priority	Standard	Bulk
<i>Latency (Round Trip) (ms)</i>					
<1.544	≤100	≤110	≤120	≤170 (SLO)	N/A
≥1.544 and ≤10	≤90	≤100	≤110	≤160 (SLO)	N/A
≥20 and ≤40	≤90	≤95	≤100	≤150 (SLO)	N/A
≥50	≤90	≤95	≤100	≤150 (SLO)	N/A
<i>Packet Loss (%)</i>					
All access speeds	≤0.1	≤0.1	≤0.1	≤1 (SLO)	N/A
<i>Jitter (ms)</i>					
All access speeds	≤20	≤20	N/A	N/A	N/A

If Diversity is available and purchased as set out in Table 4 of Section 3, the Site Availability SLO will be changed to an SLA with the following values

Diversity Options	Increase Site Availability SLA as shown below	New SLA Metrics for High Performance	New SLA Metrics for Enhanced	New SLA Metrics for Value
CE Link	0% (changes from SLO to SLA)	99.90%	99.70%	99.5%
CE Device	0.03%	99.93%	99.73%	
Access (includes CE)	0.06%	99.99%	99.76%	
Entrance (includes Access)	0.075%	99.99%	99.775%	
PE	0.005%	99.99%	99.705%	
PoP (includes PE)	0.015%	99.99%	99.715%	
PoP + Access	0.075%	99.99%	99.775%	
PoP + Entrance	0.09%	99.99%	99.790%	

Note: If wireless HSPA accesses are used for Diversity, only CE Link and CE Diversity options can be purchased. No other diversity options are available with HSPA accesses. SLAs for Access, Entrance, PE, POP, POP + Access and POP + Entrance are not applicable when Diversity options are provisioned using wireless HSPA accesses. If HSPA wireless access is the primary access, there will be no SLAs applicable and targets will be service level objectives only.



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Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-32

b) **Service Level Objectives (SLOs):** if Bell fails to meet an SLO, the Customer shall not be entitled to the rights and remedies set out in Section 4 (c) Also, failure to meet an SLO shall not be considered a default by Bell of its obligations under this Service Schedule

Service Level Objectives Applicable to Services Using Both Wired and HSPA Wireless Technology (SLOs)	
Bell IP Multi Protocol Label Switching (IP MPLS) Core Network	
<i>Metric</i>	<i>Target</i>
Service Availability (Core)*	99.999%
Packet Loss (Core)*	<1%
Latency (Core) - Round Trip (National)*	<80ms
Network Support	7 x 24
Site Availability - applicable to non-diversity sites only	
<i>Site Type</i>	<i>Target</i>
High Performance	99.9%
Enhanced - for sites delivered on wired accesses	99.7%
Value - for sites delivered on wired accesses	99.5%
Enhanced - for sites delivered on wireless accesses	Best effort
Value - for sites delivered on wireless accesses	Best effort
Mean Time to Notify (MTTN)	
<i>Site Type</i>	<i>Target</i>
Enhanced - for sites delivered on wireless HSPA accesses and that have NetControl, NetInsight and/or NetPerform)	60 minutes
Value - for sites delivered on wireless HSPA accesses and that have NetControl, NetInsight and/or NetPerform)	60 minutes
Mean Time to Repair (MTTR)	
<i>Site Type</i>	<i>Target</i>
Enhanced - For Sites delivered on wired accesses outside of Bell Enhanced MTTR territory	4 Hours
Enhanced - For sites delivered on wireless HSPA accesses	12 Hours
Value - For sites delivered on wired accesses, with Bell provided facilities	4 Hours
Value - For sites delivered on wireless HSPA accesses	12 Hours
Service Support	
<i>Metric</i>	<i>Target</i>
Reporting Tool Availability (applies only to Bell Business Portal Web focus, InfoVista and Online Billing Manager)	99.9%
Bandwidth on Demand (BOD)	24 hours delivery (measured as of the time the order is submitted)
Class of Service on Demand (COD)	24 hours delivery (measured as of the time the order is submitted)
Maintenance Window (High Performance site type only)	Sunday 2am - 6am (EST)
Maintenance Window (For Enhanced site type, Basic site type and Value site type provisioned on wired access technology)	Nightly 2am - 6am (EST)
Maintenance window (for Enhanced site type and Value site type provisioned on wireless HSPA access technology)	Nightly 11pm - 6am (EST)

* Metric excludes Bell Mobility network used to deliver wireless (HSPA) accesses



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27517





Master Agreement # 1-756887870-M1
Agreement # 1-756887870-32

c) **Customer Service Level Commitment Credits:** in the event of Bell's failure to meet a Service Level set out under Section 4(a), Bell will investigate, analyze and communicate to the Customer the cause of the infraction. If the failure is a result of actions by Bell or its providers, the Customer will receive

- i) For Service Availability (end-to-end or CE device to CE device): For the first failure to satisfy this SLA, calculated applying the formula set out in Appendix 1, a credit equal to 10% of the total Monthly Fees payable as set out in Table 1 in Section 3. For the second failure (only if occurring in the months immediately following the month in which the first failure occurred) and for any additional consecutive monthly failure, a credit equal to 25% of the total Monthly Fees payable as set out in Table 1 in Section 3.
- ii) For MTTN: For the first failure to satisfy this SLA, a credit equal to 5% of the Monthly Fees payable as set out in Table 1 in Section 3, for the Sites which contributed to the SLA failure. For the second failure (only if occurring in the month immediately following the month in which the first failure occurred) and for any other consecutive monthly failure, a credit equal to 10% of the Monthly Fees payable as set out in Table 1 in Section 3, for the Sites which contributed to the SLA failure.
- iii) For MTTR: For the first failure to satisfy this SLA, a credit equal to 10% of the Monthly Fees payable as set out in Table 1 in Section 3, for the Sites which contribute to the SLA failure. For the second failure (only if occurring in the months immediately following the month in which the first failure occurred) and for any additional consecutive monthly failure, a credit equal to 25% of the Monthly Fees payable as set out in Table 1 in Section 3, for the Sites which contribute to the SLA failure.
- iv) For Class of Service: For failure to satisfy a CE to CE Device SLA for Voice, Video and/or Priority Class of Service, a credit equal to 100% of the total Monthly Fees payable as set out in Table 3 of Section 3 for the Voice, Video and/or Priority Class of Service, as applicable, for the month in which the failure occurred. The credit in any given month cannot exceed the total Monthly Fees payable for the Voice, Video and/or Priority Class of Service as applicable in Table 3 of Section 3.
- v) For Site Availability: For the first failure to satisfy this SLA, calculated applying the formula set out in Appendix 1, a credit equal to 10% of the Monthly Fees payable for the Site on which the SLA was missed as set out in Table 4 in Section 3. For the second failure (only if occurring in the month immediately following the month in which the first failure occurred) and for any additional consecutive monthly failure, a credit equal to 25% of the Monthly Fees payable for the Site on which the SLA was missed as set out in Table 4 in Section 3.

d) The SLAs shall not apply in the following circumstances:

- i) Changes to sites are requested or made after an initial order will invalidate current month SLAs.
- ii) When a customer subscribes to a diversity option as outlined in Section 3, a loss of one of the 2 diverse links shall not be considered as "service unavailable". For further clarity, Service availability and Site availability will be reported as available since the Secondary access is available to route the Customer's traffic. However any credits associated with MTTR and MTTN failures will not be affected.



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Master Agreement # 1-756887870-M1
Agreement # 1-756887870-32



On-Time Provisioning SLA

Bell commits to installing IPVPN Services at each of the Customer's Sites on or prior to a committed due date as confirmed by Bell. It is the Customer's responsibility to:

- Provide confirmation of Site readiness for each applicable location, and provide Bell with access to the Site at least 3 weeks prior to scheduled installation date for Site inspection,
- Provide Bell with detailed on-site contact information for access to both the Site location and IT room(s) where applicable;
- Agree to installation of IPVPN Services during Bell regular business hours, Monday through Friday, (excluding statutory holidays) between the hours of 8:00 a.m. and 5 p.m. local time

Furthermore, the On-Time Provisioning SLA shall not apply in the following circumstances.

- Changes to Sites are requested or made after a due date has been confirmed by Bell
- Due to failure by Customer to provide accurate on-site contact and/or access information within 2 days of written notification by Bell of such inaccuracies,
- Due to, or extended as a result of, denial of access to any Customer Site provided that Bell has reported the denial of access to Customer
- due to Force Majeure events,
- due to an act or omission of Customer or any third party other than Bell or a Bell Third Party Provider

If Bell does not meet this SLA for a Site, Customer will be entitled to an On-Time Provisioning SLA credit on such Site as follows:

Performance Band	Performance Credit
Duration of Installation Delay (Business Days)	As a percentage (%) of the Total Applicable Monthly Service Charges for IPVPN Data Services for the First Complete Calendar Month Following Installation for the Circuit Experiencing a Delay
0-1 Business Day	0
2-4 Business Days	25
5-6 Business Days	50
7 Business Days or Greater	100

In the event of a delay by Bell and in addition to the Performance Credit identified above and at Target's request, Bell will furnish a 4G NETGEAR MBR1210 - Turbo Hub at no charge to Customer until such installation order is complete and available for service at Target



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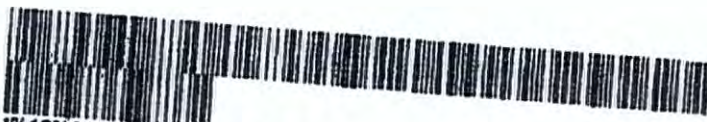




Master Agreement # 1-756887870-M1
Agreement # 1-756887870-32

x) OTHER TERMS AND CONDITIONS

- a) **Termination Fees:** In the event the Customer terminates an Access (the "Terminated Access") and/or Site (the "Terminated Site") prior to the end of the Initial Service Term or Service Renewal Term for Customer's convenience, the Customer shall be charged an early termination Fee for such Terminated Site and/or Terminated Access equal to (i) 50% of the remaining monthly Fees for the Terminated Site and/or Terminated Access that would have been payable to the end of the Initial Service Term, plus applicable taxes, and (ii) 100% of the reasonable out-of-pocket expenses that Bell incurs or will incur in connection with its contractual arrangements with providers in connection with the Terminated Access or Terminated Site. For greater certainty, out-of-pocket expenses shall include 100% of the remaining monthly fees payable by Bell to a third party provider (the "Site/Access Termination Fees"). The Site/Access Termination Fees are liquidated damages and consideration for the Terminated Site and/or Terminated Access and are not a penalty.
- b) **Cancellation Charges:** If the Customer cancels a Site during the installation, the Customer will be charged 100% of the reasonable expenses that Bell incurs or will incur in connection with such cancellation.
- c) **Installation Charges:** In the event that Bell incurs costs as a result of the Customer providing incorrect information regarding a Customer Site, the Customer shall pay to Bell 100% of the reasonable expenses incurred by Bell as a result of such incorrect information. In addition, if any work is required to be performed by Bell in order to install or migrate the Service, such work will be performed during Business Days. Additional costs will be charged if the Customer requests that installation or migration work be performed outside of Business Days.
- d) **Confidentiality:** IP addresses are considered Bell Confidential. All IP addresses are the property of Bell and are provided solely for the Customer's use.
- e) **Installation Condition - Availability of Access Facility:** Customer acknowledges and agrees that the Service is provided subject to the availability of access facilities between a serving central office and the end-user's premises. In the event all or any portion of the access facility does not exist between a serving central office and the end-user's premises, Bell shall notify the Customer that additional access charges are necessary to build such access facility (the "Additional Access Charges" and the "Additional Access Charges Notification"). Upon receipt of the Additional Access Charges Notification, the Customer shall notify Bell in writing within thirty (30) days of whether (i) it wishes to incur the Additional Access Charges for Bell to build the access facility; or (ii) whether it wishes to terminate the Service. In the event the Customer notifies Bell in writing that it does not wish to pay the Additional Access Charges, the Customer may terminate the Service without Termination Fees. Bell will not commence the build of the access facility until such time as Bell receives notice in writing from the Customer that it accepts and approves the Additional Access Charges.



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Master Agreement # 1-756887870-M1
Agreement # 1-756887870-32

- f) **Installation Appointments:** In no event will Bell Canada or the Bell Canada Providers be responsible for any claims, damages, losses or expenses, including without limitation lost wages or missed work, in the event that an installation appointment is missed, either by Bell Canada or by any Bell Canada Provider
- g) **Change in Telephone Service:** It is the Customer's sole responsibility to advise Bell of any change in the Customer's telephone service requested from the Customer's local telephone service provider. This includes moves, regardless of whether Customer's phone number changes or not, changes to phone number, and any other changes that may occur to Customer's local telephone service. Any applicable cancellation and/or re-installation charges will be charged to the Customer's account.
- h) **Migration Clause:** If Customer terminates a Service prior to the expiry of the then current Service Term, Customer may not be required to pay Termination Fees as set out in the main body of the Agreement if Customer orders any eligible Bell alternative access service using either Digital Exchange Access or interconnecting circuits with trunk-side access, where permitted ("New Service") under a New Service Schedule to this Agreement or under a new agreement with Bell for the New Service which is mutually agreed to by Customer and Bell.
- i) **Privacy:** Local accesses to the MPLS network may be provisioned over the wireless High Speed Packet Access (HSPA) network provided by Bell Mobility in case the customer orders wireless HSPA accesses as part of the IP VPN service, Bell may share customer information with Bell Mobility in order to provide the telecommunications service required
- j) **Business Downturn:** In the event of a business downturn including but not limited to, corporate downsizing, a formal corporate divestiture, a business restructuring or a network optimization, divestiture of all or a portion of an affiliated entity, loss of all or a portion of a line of business, or changes in government regulations applicable to any Company business, any of which significantly reduces the volume of IPVPN services required by Company with the result that Company will be unable to meet its commitment(s) under this Agreement the Company may terminate IPVPN services no earlier than the year in which the 133rd site is installed without penalty, charge or Termination Fee, provided that

5-Year Minimum Number of Sites	Business Downturn Sites Allotted
133 or more	10% of contracted Sites

*Please note that the Primary circuit that is installed at a Site must be a minimum of 5 Mbps with multicast on the Primary CE and with a secondary circuit being at least a T-1 in configuration
 **Services cancelled under the business downturn clauses that are outside of Bell Ontario and Quebec are subject to Out of Pocket Expenses reimbursable by Customer to Bell

k) **Benchmarking:** After Jan 1, 2013, the Customer shall have the right to obtain benchmark information with respect to the suite of services that are the subject of this Agreement from a recognized industry source (the "Benchmark study")
 The Benchmark study shall be done up to three (3) times during the period between Jan 1, 2013 and December 31, 2017, and the cost thereof shall be borne by the Customer, subject to the following provisions: Benchmark studies cannot be conducted more than once in a given twelve (12) month period

The Benchmark study shall seek to compare the amounts charged to Customer for the services, over the previous 6 months, with the fees provided to at least two other commercial customers in Canada who have contracted for substantially similar services in substantially similar circumstances and with substantially similar conditions. Customer may also seek a comparison of competing providers in within Canada who offer similar services

l) Within thirty (30) days following the conclusion of the Benchmark study, if the results indicate an unfavourable price discrepancy to the Customer of 5% or more, the Charges payable with respect to the services that are the subject of this Amending Agreement will be adjusted by Bell to meet the results of the Benchmark study from that date and until the expiry of the Term.

m) **Moves, Adds, Changes, and Deletions (MACD) Fees:** Bell will offer up to 25 Type 1 MACD changes per month at no additional charge. Should Target exceed this amount on a monthly basis, additional changes may apply as set out in Appendix 6



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Bell

Master Agreement # 1-756887870-M1
Agreement # 1-756887870-32



By signing below, Bell and the Customer agree that this Service Schedule is attached to and forms part of the Agreement and is governed by the terms and conditions of the Agreement, with effect from the date of execution of this Service Schedule by the Customer. Capitalized terms used but not defined in this Service Schedule have the meanings given to them in the Agreement.

TARGET CANADA CORP.	BELL CANADA
SIGNATURE <u>Karl Baltas</u>	SIGNATURE <u>Mario Bélanger</u>
NAME <u>KARL BALTAS</u>	NAME <u>Mario Bélanger</u>
TITLE <u>AUTHORIZED SIGNATORY</u> <u>OF TARGET CANADA CO</u>	TITLE <u>Sr. Vice-Président - Sales</u>
I am authorized to bind Customer to the terms and conditions of this Service Schedule	I am authorized to bind Bell Canada to the terms and conditions of this Service Schedule.
DATE <u>3/16/2012</u>	DATE <u>03/20/12</u>



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Master Agreement # 1-756887870-M1
Agreement # 1-756887870-32

Appendix 1- Glossary of Terms and Definitions

Access means a portion of the Customer's WAN network from the Bell Point of Presence (POP) to the Customer's site(s) up to and including the Customer's LAN facing Ethernet port on the CE device

Access only Prioritization prioritizes traffic leaving the CE device to improve data transfer performance of critical traffic in case of congestion

Bandwidth on Demand (BOD) allows the Customer to add bandwidth for a specific period of time. The Customer is only charged for the amount and duration of bandwidth increase. BOD is subject to availability of facilities and can be requested twenty-four (24) hours a day, seven (7) days a week. This option is available only for High Performance sites with speeds of 20 Mbps or more

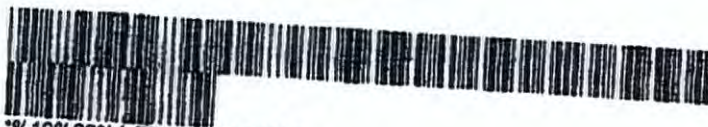
Bell Enhanced MTTR Territory means the regions where Bell offers a 4 hour MTTR SLA for Enhanced site types, as communicated by Bell to the Customer from time to time. These regions might evolve and change with time

Bell Measured Trouble Ticket means the process by which Bell tracks to resolution a trouble reported either by the Customer or Bell

Business Day means the period from 8:00 a.m. to 5:00 p.m. local time on any day other than a Saturday, Sunday or statutory holiday in Ontario, Québec and any other province in which any action is required to be performed in relation to the matters to which the definition is applied.

Classes of Service (COS) allows the Customer to prioritize traffic as follows

- i) **Voice:** (available only for NetInsight and NetPerform) Voice Class of Service allows the Customer to designate a portion of the standard bandwidth as Voice. Voice bandwidth will have priority over Video, Priority, Standard and Bulk. Voice has very stringent performance SLAs and would typically be used for real-time Voice applications
- ii) **Video:** (available only for NetInsight and NetPerform) Video Class of Service allows the Customer to designate a portion of the standard bandwidth as Video. Video bandwidth will have priority over Priority, Standard and Bulk. Video is intended for customers with network applications such as broadcast video, videoconferencing etc
- iii) **Priority:** (available only for NetInsight and NetPerform) Priority Class of Service allows the Customer to designate a portion of the standard bandwidth as Priority. Traffic transported through the network via the Customer's Priority bandwidth will have priority over traffic transported via the Customer's standard and bulk bandwidth. Out of subscription Priority traffic would be down marked to Standard
- iv) **Standard:** is the default class provided to the customer when they purchase the Service Standard bursts to fill the pipe when no higher class of service is going through



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Master Agreement # 1-756887870-M1
Agreement # 1-756887870-32

v) Bulk* is intended for customers who wish to reprioritize traffic below Standard CoS Typical applications include data backups or large file transfers even during the day without impacting other higher priority transactions

Note: Voice, Video and Priority Classes of service can be purchased in increments of 64 kbps There are limitations on the maximum amount of CoS that can be purchased.

vi) Class of Service on Demand (COD): (available only for High Performance sites with speeds of 384 Kbps or more) Allows the Customer to add Priority, Video and/or Voice CoS for a specific period of time The Customer is only charged for the amount and duration of CoS requested COD can be requested twenty-four (24) hours a day, seven (7) days a week There are limitations on the amount of CoS that can be purchased.

vii) Bandwidth on Demand (BOD): (available only for High Performance sites with speeds of 20 Mbps or more) Allows the Customer to add bandwidth for a specific period of time The Customer is only charged for the amount and duration of bandwidth increase BOD is subject to availability of facilities and can be requested twenty-four (24) hours a day, seven (7) days a week

Connection to Applications allows customers to connect to a hosted application environment (Payment processor etc)

DHCP Server automatically assigns IP addresses to devices on the Customer's network The CE device will act as a DHCP server by dynamically allocating local IP addresses, DNS IP addresses, and a domain name to devices from an appropriate pool of addresses for the Customer's LAN

Diversity automatically reroutes traffic from the primary link to the secondary link in the event of a primary link failure If Diversity is purchased, the Customer will receive the applicable SLA as set out in the Diversity Table in section 4(a) Diversity is available in one or more of the following configurations:

- i) CE Link Diversity is where there is a single customer edge (CE) device at the Customer site and this CE device has two links into the network. Both of these links, however, may be on the same cable, fiber or piece of equipment.
- ii) CE Device Diversity is where there are two CE devices at the Customer site and both CE devices are linked to the network Both of these links may be on the same cable, fiber or piece of equipment.
- iii) Access Diversity is where the primary and backup circuits for the Service follow different routes from the serving central office to the Customer premises. Both of these links may be on the same cable, fiber or piece of equipment
- iv) Entrance Diversity is where the primary and backup circuits enter the Customer premises through different routes
- v) PE Router Diversity is where the primary and backup circuits are routed to two different Provider Edge (PE) routers in the same point of presence (POP). These PE routers may be fed from the same serving central office or transport network
- vi) POP Diversity is where the primary and backup circuits are routed from two different serving central offices and then to two different POPs. The service is thereby routed through diverse transport equipment and facilities.

Downtime means the unavailability of one or more sites on the Customer's IP VPN network based on a Bell Measured Trouble Ticket.

Excluded Downtime means (i) any maintenance window during which Bell may perform maintenance on the IP VPN network ("Scheduled Maintenance"), (ii) Downtime caused by an event of Force Majeure, (iii) Downtime that results from any actions or omissions of the Customer or Customer's End Users of the Service, cable cuts or other third parties, (iv) Downtime that results from Non-Bell Equipment or equipment and software of third parties, and (v) Downtime where Bell is not provided prompt access to the Customer's site to address the trouble



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Master Agreement # 1-756887870-M1
Agreement # 1-756887870-32

Extranets define which sites can communicate with external partner networks. Connections via Extranet to other service providers networks are not allowed. Extranet connections cannot be resold with or as part of another communications service, not sold by Bell Canada. Customer must sign a Letter of Authorization to establish a connection between their VPN and a third party.

Fees means the fees charged for the Services as set out in the IP VPN Schedule.

HSPA High Speed Packet Access. Umbrella name for high speed data protocol used to deliver wireless accesses available on IP VPN service. Those are available as primary accesses on Value and Enhanced site type or as CE link or CE diversity option on all three site types.

HUB Site is the main site that is interconnected with all other sites (i.e. Head Office).

Internet Protocol Multi-Protocol Label Switching (IP MPLS) Core Network means a network extending from provider edge router to provider edge router. It does not include the access loop from the Customer site(s) to the provider edge router.

Jitter means a measurement of delay variation in milliseconds over a calendar month. These measurements are made across the network from the CE device at one site to the CE device at each of two other selected sites on the same VPN. Jitter is measured using packets sent by the Service Assurance Agent, polled every 15 minutes. The packet size for the jitter probe is 32 bytes. It is calculated as an arithmetic mean for the eligible Customer network over the calendar month using a 24-hour clock. It is evaluated for SLA compliance for each calendar month.

Latency (CE device to CE device) means a measure of the delay in time from sending of a predetermined size of packet by the source CE device to its receipt by the destination CE device. These measurements are made across the network from the CE device at one site to the CE device at each of two other selected sites on the same VPN. In the instance where a VPN contains Customer sites with varying Service speeds, the SLA would apply to the lowest speed site. Latency is measured using packets sent by the Service Assurance Agent, polled every 15 minutes. The packet size for the latency probe is 256 bytes. It is calculated as an arithmetic mean for the eligible Customer network over the calendar month using a 24-hour clock. It is evaluated for SLA compliance in each calendar month. Round-trip delay is calculated for Video and Priority Class of Service. A one-way delay is calculated as half of the round trip delay for Voice Class of Service.

Latency (Core) means the average round trip delay in milliseconds of a packet over the Bell IP MPLS Core Network over a calendar month. It is measured in 15-minute increments between different source and destination devices from provider edge to provider edge router. It is calculated as an arithmetic mean for the Bell IP MPLS Core network over the calendar month using a 24-hour clock. It is evaluated for SLO compliance in each calendar month.

Load Sharing shares traffic between two IP VPN accesses. Bell will implement traffic sharing based on Customer input and will split traffic between the two accesses. The sharing is based on Customer traffic patterns.



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Master Agreement # 1-756887870-M1
Agreement # 1-756887870-32

Management Levels are defined as

- i) NetBasic is a network management level where Bell provides incident management, change management and configuration management in response to Customer initiated requests and inquiries
- ii) NetControl is a network management level where Bell provides incident surveillance, incident management and problem management of events that impact the Service as well as change and configuration management, including backups and change analysis
- iii) NetInsight is a network management level where Bell provides incident surveillance, incident management and problem management of events that impact the Service as well as change and configuration management and near real time performance reporting viewable over a Web Portal

Net Insight provides several web-based performance reports available in near real time. The following is a summary of the Net Insight reports that are available on an ad hoc basis

- Service performance reports on Mean-Time-To-Restore (MTTR) Availability, Mean-Time-To-Notify, etc
- Detailed reporting on Latency, Packet Loss and Jitter
- A summary Scorecard which provides an overview of network performance
- IP service quality
- Metrics on the performance of (i) Router, (ii) Interface, (iii) IP SLA (SAA), and (iv) Interface QoS

- iv) NetPerform is a network management level where Bell provides incident surveillance, incident management and problem management of events that impact the Service as well as change and configuration management and near real time performance reporting viewable over a Web Portal. As well, NetPerform provides for proactive management of the Service, including performance threshold alarming, trend analysis and report analysis

Mean Time to Notify (MTTN) means the sum of the time to notify of all service affecting (SA) trouble tickets on the Customer's IP VPN within the calendar month, divided by the total number of SA trouble tickets for all affected sites within the IP VPN. It is reported and checked for compliance for each calendar month. Each instance is defined as the difference, measured in units of time, between the opening of an SA trouble ticket by Bell event surveillance systems and the time at which the Customer is notified via email, phone call or any other suitable means of communication mutually agreed upon by the parties, of the service interruption. If the phone is not answered, the Customer is considered notified at the moment when a voice mail is left.

Mean Time to Repair (MTTR) means the total duration of all SLA trouble tickets averaged over a single calendar month for the Customer's IP VPN. It is the duration in time between Bell's detection of a failure or Customer notification of unavailability of service and the re-establishment of service. It is the sum of the duration of all trouble tickets divided by the number of trouble tickets generated during a calendar month. The "ticket duration" is the time from when a particular trouble ticket is opened to the time service is restored to normal operating performance less any "Excluded Downtime". Troubles resulting from cable cuts are not included in the calculation of MTTR.



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Master Agreement # 1-756887870-M1
Agreement # 1-756887870-32

MIB (Management Information Base) means a database used to store management information on a router and can be accessed via a network management protocol such as SNMP. Bell uses MIBs to monitor and report on network/router state.

Multiple VPNs feature allows the Customer to create multiple VPNs using one CE device. It segments traffic within a CE device using the Multiple VPNs' traffic separation feature.

Outage Time means Total Downtime less Excluded Downtime per calendar month.

Out of Pocket Expenses means any expenses incurred by Bell to deploy IP VPN services for Customer (i.e. backhaul and construction in non-Bell footprint locations, third party costs, etc.)

Packet Loss means a metric defined as the percentage of packets sent that will be lost in transmission from source CE device to destination CE device. These measurements are made from the CE device at one site to the CE device at each of two other selected sites on the same IP VPN. Packet Loss is measured using packets sent by the Service Assurance Agent, polled every 15 minutes. The packet-size for the packet loss probe is 32 bytes. It is calculated as an arithmetic mean for the eligible Customer network over the calendar month using a 24-hour clock. It is evaluated for SLA compliance in each calendar month.

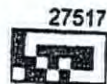
Packet Loss (Core) means the average percentage of packets lost over the Bell IP MPLS Core Network over a calendar month. It is measured across the network in 15-minute increments between different source and destination devices from provider edge to provider edge router. It is calculated as an arithmetic mean for the Bell IP MPLS core network over the calendar month using a 24-hour clock. It is evaluated for SLO compliance in each calendar month.

Point of Presence is a serving Central Office (CO) with Provider Edge (PE) router installed in it.

Shared Internet Access provides Internet access to all sites in the Customer's VPN over the IP VPN network.



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Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-32

Service Availability (end to end or CE device to CE device) means the measurement of the average availability across the Customer's network measured across one calendar month calculated pursuant to the formula described below. Service Availability is measured and reported as a percentage and evaluated monthly for compliance. The measurement is defined as the average time in minutes over a calendar month that the Customer's IPVPN network is available for routing of packets divided by the total eligible time in that month excluding "Excluded Downtime". An out-of-service condition begins when identified by Bell's Operations Centre or the Customer notifies Bell and ends when the Service is returned to the Customer in normal working condition. In case of an MPLS core switch or router outage, the outage is measured as a single event.

$$\text{Service Availability} = \frac{\text{Total eligible time in calendar month} - \text{Outage Time in month per Bell Measured Trouble Tickets}}{\text{Total eligible time in calendar month}}$$

Service Availability (Core) means the measurement of the average availability across the Bell IP MPLS core network, measured over a period of one calendar month calculated pursuant to the formula described below. Service Availability (Core) is measured and reported as a percentage and evaluated monthly for SLO compliance. It is defined as the average time in minutes over a calendar month that the Bell Core IP MPLS network is available for routing of packets divided by the total eligible time in that month excluding "Excluded Downtime". An out-of-service condition begins when identified by Bell's Operations Centre or the Customer notifies Bell and ends when the Service is returned to the Customer in normal working condition.

$$\text{Service Availability (Core)} = \frac{\text{Total eligible time in calendar month} - \text{Outage Time in month per Bell Measured Trouble Tickets}}{\text{Total eligible time in calendar month}}$$

Shortfall: means if the minimum commitment of sites is not met, the Customer shall pay the difference in Fees. For sake of example, the Shortfall would be calculated as follows: a primary circuit of at least \$872 MRC and a secondary circuit of \$603 for a total site fee of \$1,475 MRC. The minimum commitment from Customer is 132 sites multiplied by \$1,475 totaling \$194,700 as the minimum monthly fee that is owed. Should the minimum amount not be met, the delta of the current MRC and the aforementioned minimum would be deemed the Shortfall. It is to be noted that the Shortfall will be calculated only after the 132nd Site is installed.



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Master Agreement # 1-756887870-M1
Agreement # 1-756887870-32



Shorter Polling Intervals option provides five (5) minute polling intervals. Standard Service includes polling intervals of 15 minutes.

Simple Network Management Protocol (SNMP) Views are available for NetControl, NetInsight, NetPerform management levels on High Performance and Enhanced site types and for the NetBasic management level for Value site type. SNMP provides the Customer with the ability to poll specific approved MIBs on its own CE devices with the Customer's reporting toolset. If Bell determines that the Customer's usage of this feature is adversely affecting the Service, Bell may suspend or terminate this feature.

Site means any physical Target location provisioned with 5Mbps bandwidth or above as its primary access.

Site Availability means the measurement as a percentage of time over the calendar month of the availability of the IP VPN Service at a particular serving location to transmit to, and receive data from, Bell's IP MPLS Core Network calculated pursuant to the formula described below. The actual Site Availability metric value will differ depending on the site type and Diversity purchased.

$$\text{Site Availability} = \frac{\text{Total eligible time in calendar month} - \text{Outage Time in month per Bell Measured Trouble Tickets opened against that site}}{\text{Total eligible time in calendar month}}$$

Site Types refers to different levels of security, robustness and availability that the Customer may select for individual sites. Site types are also associated with specific Service Levels as specified in Section 4. The site types include:

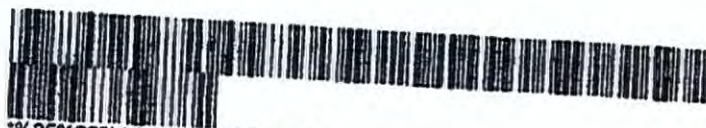
- i) High Performance site type supports full range of IP VPN service attributes and is available for sites that have at least the NetControl management level selected.
- ii) Enhanced site type supports majority of IP VPN service attributes and offers symmetrical and asymmetrical bandwidth options. It is available for sites that have at least the NetControl management level.
- iii) Value site type supports some of the IP VPN service attributes and includes NetBasic management level.

Split Tunneling allows for local internet access as well as access to the VPN through the same access for Value site types. Includes firewall protection.

Total Downtime means the total Downtime per calendar month.

Wireless access refers to accesses delivered over an HSPA network.

Wireless CE Router provides the ability to connect to a CE wirelessly.



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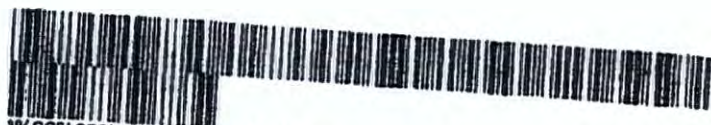


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Master Agreement # 1-756887870-M1
Agreement # 1-756887870-32



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Master Agreement # 1-756887870-M1
Agreement # 1-756887870-32

Appendix 3 Internet Acceptable Use Policy

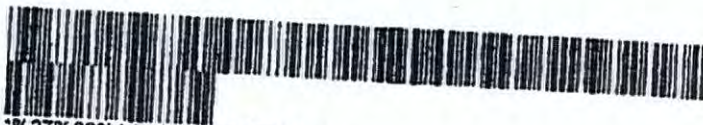
The Customer is solely responsible for use of the Service by any of its employees, officers, directors, agents and any other end user of the Service (collectively, the "End Users"). The Customer agrees to comply, and to ensure that, the End Users comply with the following policies and procedures associated with the use of the Service (the Customer and/or End Users are sometimes hereinafter referred to as "you")

- 1 While using the Service, you may not, and you are responsible for ensuring that End Users do not
 - a) post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using the Service;
 - b) post or transmit messages constituting "spam", which includes but is not limited to unsolicited e-mail messages, inappropriate postings to news groups, false commercial messages, mail bombing or any other abuse of e-mail or news group servers;
 - c) post or transmit any information or software which contains a virus "cancelbot", "trojan horse", "worm" or other harmful or disruptive component;
 - d) upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute or provide access to information, software or other material which (i) is confidential or is protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s), (ii) is defamatory, obscene, contain child pornography or hate literature, or (iii) constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing;
 - e) send mass unsolicited e-mail messages and use of another site's mail server to relay mail or
 - f) violate any system or network security measures including but not limited to engaging in unauthorized access or use of Bell's or a third party's network, data or information, including the following
 - (i) End Users are prohibited to interfere with service to any user, host or network including without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks,
 - (ii) End Users are prohibited to forge any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting

Bell considers the above practices to constitute abuse of its service. Engaging in one or more of these practices may result in termination or suspension of the offender's account and/or access to Bell's Service in accordance with the Customer's agreement with Bell.

- 2 It is your responsibility to ensure that your computer system meets the minimum requirements stated by Bell as being necessary to use the Service. These requirements may change from time to time. Accordingly, your computer equipment may cease to be adequate to access and use the Service.

- 3 Bell has no obligation to monitor the Service. However, in order to protect itself and its subscribers, Bell will be entitled to electronically monitor the Service from time to time and disclose any information concerning an End User required by the Customer or that is necessary to satisfy any law, regulation or lawful request or as necessary to operate the Service or to protect itself or others. Bell will not intentionally monitor or disclose any private e-mail message unless required by law. Bell reserves the right to refuse to post, or to remove any information or materials, in whole or in part, that it determines, in its sole discretion, are unacceptable, undesirable, or in violation of these policies.



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Master Agreement # 1-756887870-M1
Agreement # 1-756887870-32

- 4 You acknowledge that some content, products or services available with or through the Service ("Content") may be offensive or may not comply with applicable laws. You understand that neither Bell nor any of its affiliates attempt to censor or monitor any Content. You also acknowledge that neither Bell nor any of its affiliates have any obligation to monitor your use of the Service and, except as provided herein, have no control over such use. Customer understands, however, that such Content may be subject to "caching" at intermediate locations on the Internet when being accessed through the Service. You assume total responsibility and risk for access to or use of Content and for your use of the Service and the Internet. Bell and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to your access to or use of Content.
- 5 Bell cannot guarantee privacy for the Internet Service. Your messages may be vulnerable to unauthorized third party interception and review. Bell therefore recommends that you use caution in using the Internet Service for transmitting confidential information. Any such use shall be at your sole risk and Bell, its affiliates and its agents shall be relieved from all liability in connection therewith.
- 6 Nothing contained in this policy shall be construed to limit Bell's actions or remedies in any way with respect to any of the foregoing activities. Bell reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Bell Service, and levying cancellation charges to cover Bell's costs. In addition, Bell reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

Complaints regarding email, or USENET abuse, SPAM or illegal Use or System or Network Security issues, should be sent to mailto:abuse@bell.ca



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Master Agreement # 1-756887870-M1
Agreement # 1-756887870-32



Appendix 4 Letter of Authorization [

To whom it may concern,

The undersigned hereby confirms that it has provided authorization to Bell or, the Asymmetric Digital Subscriber Line "ADSL" Service Provider (if this letter is sent to Telus, Bell West) to perform the configuration of the subscriber line and network facilities and the installation of requisite network equipment for ADSL service associated with the following billing telephone number(s) _____ The undersigned requests that you coordinate with Bell or, the ADSL Service Provider, maintenance and repair activities with respect to the requested ADSL service

Signed _____
Date _____
NAME _____
TITLE _____
COMPANY NAME _____
ADDRESS _____
PHONE _____



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Master Agreement # 1-756887870-M1
Agreement #: 1-756887870-32



Appendix 5 Migration Provisions

Where the Customer is migrating their circuits from an existing Bell service (the "Existing Service") to the new Service (the "New Service"), the following will apply

- i) **Traffic Migration:** The HUB Site(s) shall retain both the Existing Service and the New Service until the Migration is complete. Subject to (ii) below, all sites other than the HUB Site(s) must be migrated by the Customer from the Existing Service to the New Service within 14 calendar days after the New Service has been installed at each site. After Migration is complete for all sites, the Customer must migrate the HUB Site(s) to the Service within 14 calendar days at which time the Migration will be deemed complete.
- ii) **Flash Cut:** In instances where existing access services are reused for the New Service, a flash cut is required ("Flash Cut"). As part of the Migration plan Bell shall identify for the Customer all sites where a Flash Cut is necessary. In these cases the Migration will take place instantly and the Customer must migrate their traffic from the Existing Service to the New Service immediately (the 14 day period noted in (i) above will not apply).
- iii) **Migration outside of Business Hours:** Business Hours are Monday to Friday 8am to 5pm local time. Bell will provide the Customer with a window of time in which the Migration will take place for each site during Business Hours. If the Customer wants the Migration of a site to occur outside of Business Hours an additional charge will apply for the Migration of such site.



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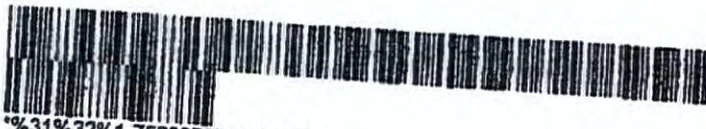
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Master Agreement # 1-756887870-M1
Agreement # 1-756887870-32



Appendix 6: Target Rate Card for IP VPN Future Upgrades/MACD Types and Charges

Bell IP VPN - Bandwidth Options						
	CE Device	NRC costs	2 yr Cost	3 yr Cost	4 yr Cost	5 yr Cost
HSPA - CE Link	1921	\$300.00	\$165.00	\$150.00	\$145.00	\$140.00
HSPA - CE Diversity	1921	\$300.00	\$210.00	\$200.00	\$195.00	\$190.00
Value DSL	887	\$ -	\$165.00	\$150.00	\$145.00	\$140.00
Enhanced DSL	887	\$ -	\$375.00	\$350.00	\$325.00	\$300.00
T1	1921	\$ -	\$698.00	\$665.00	\$633.00	\$603.00
3 Mbps	1921	\$ -	\$879.00	\$837.00	\$797.00	\$759.00
5 Mbps Bonded T1	1921	\$ -	\$919.00	\$875.00	\$834.00	\$794.00
5 Mbps scalable to 10 Mbps upgraded CE	2951	\$ -	\$ -	\$ -	\$ -	\$794.00
10 Mbps	1921	\$ -	\$1,255.00	\$1,195.00	\$1,139.00	\$872.00
10 Mbps scalable to 20 Mbps upgraded CE	2951	\$ -	\$1,284.00	\$1,224.00	\$1,169.00	\$1,084.00
20 Mbps	2951	\$ -	\$1,313.00	\$1,250.00	\$1,191.00	\$1,113.00
30 Mbps	2951	\$ -	\$1,447.00	\$1,378.00	\$1,313.00	\$1,134.00
50 Mbps	2951	\$ -	\$1,699.00	\$1,618.00	\$1,541.00	\$1,250.00
100 Mbps	2951	\$ -	\$2,315.00	\$2,205.00	\$2,100.00	\$1,468.00
200 Mbps	ASR1001	\$ -	\$3,544.35	\$3,375.57	\$3,214.83	\$2,000.00
300 Mbps	ASR1001	\$ -	\$4,478.70	\$4,265.42	\$4,062.31	\$3,061.75
500 Mbps	ASR1001	\$ -	\$6,347.38	\$6,045.12	\$5,757.26	\$3,868.87
1000 Mbps	ASR1001	\$ -	\$8,963.54	\$8,536.70	\$8,130.19	\$5,483.11
						\$7,743.04



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Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-32

MACD Examples and Types

IPVPN MACD examples (Logical Only)				
MACD Type	Description of change	Complexity	Interval (from receipt of approved order)	Service Charge
Existing Type 1	Enable/Disable LAN Interface (Open/Close port)			
	Change LAN Interface IP address	low	1 bus. day	\$150/Hour
	Add/Remove Secondary IP address	low	1 bus. day	\$150/Hour
Additional Type 1	Add Static/floating static route	low	1 bus. day	\$150/Hour
	Changing Ethernet speed/duplex on the customer LAN side	low	1 bus. day	\$150/Hour
	Add/Remove DHCP profile	low	1 bus. day	\$150/Hour
Type 2.3 medium complexity	Add/Remove IP Helper address	low	1 bus. day	\$150/Hour
	Add/Remove Trunking/VLAN/Subnet	low	1 bus. day	\$150/Hour
	Add/Remove/Modify Access-list (Incl Control redistrib./Local pref.)	medium	5 bus. Days	\$150/Hour
	Enable/Disable or configuring Dynamic Routing Protocol	medium	5 bus. Days	\$150/Hour
	Change in Hostname (Device name) *****	medium	5 bus. Days	\$150/Hour
	Change of Infovista Source/Destination (target) information	medium	5 bus. Days	\$150/Hour
	Provide CE router configuration to customer	medium	5 bus. days	\$150/Hour
Type 2.3 high complexity	Add/Remove Network in IGP/BGP	medium	5 bus. Days	\$150/Hour
	Change WAN Interface IP Address	medium	5 bus. Days	\$150/Hour
	HSRP/MHSRP Configuration	high	5 bus. days	Requires CSE estimate of time (NARCS, NAD and IP enabling) at \$150/hour
	Increase Maximum Route Configuration	high	5 bus. days	
Add/Remove/Modify Route Maps	high	5 bus. days		
Apply SNMP read only configuration change	high	5 bus. days		
Type 2.3 Chargeable features	Extranet Configuration	medium	5 bus. days	Service Charge associated with the added feature or Flex CE For example, modifying QoS has a \$150 Service Charge
	Add/Change in VRF Configuration	medium	5 bus. Days	
	Add/Modify QOS	high	5 bus. days	
	Add/Modify SNA configuration (Flex CE)	high	5 bus. days	
	Add/Modify GRE Tunnel (Flex CE)	high	5 bus. days	



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