

TAB C



Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-41

BELL CANADA – HOSTED INTERNET SOLUTION SERVICE SCHEDULE

CUSTOMER NAME: TARGET CANADA CORP.

This schedule sets forth the general terms and conditions applicable to the Hosted Internet Solution (the "Service") to be provided to Customer by Bell

Capitalized terms used but not defined in this Service Schedule have the meanings given to them in the Master Communications Agreement (Retail) Non-Tariffed with contract number 1-756887870-M1 and dated July 11, 2011 ("MCANT" or "Agreement") or are defined in the Service Schedules attached hereto. In the event of a conflict between the Agreement and this Service Schedule, this Service Schedule will govern.

1) TERM.

a) **Initial Service Term** The Initial Service Term shall begin on September 1, 2012 (the "Effective Date") and will continue in full force and effect until the later of

- June 30, 2018, which is a period of 70 months from the Effective Date,
- Or the expiration of the IPVPN Service Schedule agreement #1-756887870-32

Monthly billing will commence once the Service is provisioned and ready to use

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 one (1) one-year renewal period (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. Bell shall provide Customer written notice of renewal period at least ninety (90) days in advance of expiration date. 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 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 so long as Customer receives the Service and the Monthly Recurring Fees as specified in Section 3 below shall apply.

2) SERVICES:

a) **Definitions** Terms are defined as set out in the respective Service Schedules that appear as appendices to this Schedule

b) **Description of the Services** Bell agrees to provide to Customer and Customer agrees to procure from Bell the services described in this Service Schedule. The Hosted Internet Solution provides Customer with the following services as described within their respective appended Service Schedules:

- § Bell will own 2 Fortigate 1240B Firewalls, a single FortAnalyzer 400c and 2 Cisco 3750X switches, which will be hosted within a full 2000VA cabinet with redundant power in each of Bell's Markham and St. Laurent Data Centres
- § Managed ITM Security Services to manage the 2 Fortigate firewalls
- § Managed Infrastructure Services Network – NetControl to manage the 2 Cisco 3750X switches
- § A single 20Mb IPVPN access into each data centre
- § A single 20 Mbps BID OE access into each data centre
- § 32 IP addresses with each BID circuit, additional 96 IP addresses to give Customer 25 subnet
- § A single 100Mb Ethernet interconnecting Priority circuit between the 2 data centres
- § Bell Project Management to oversee the solution's implementation
- § Bell Professional Services to install, configure, test the network

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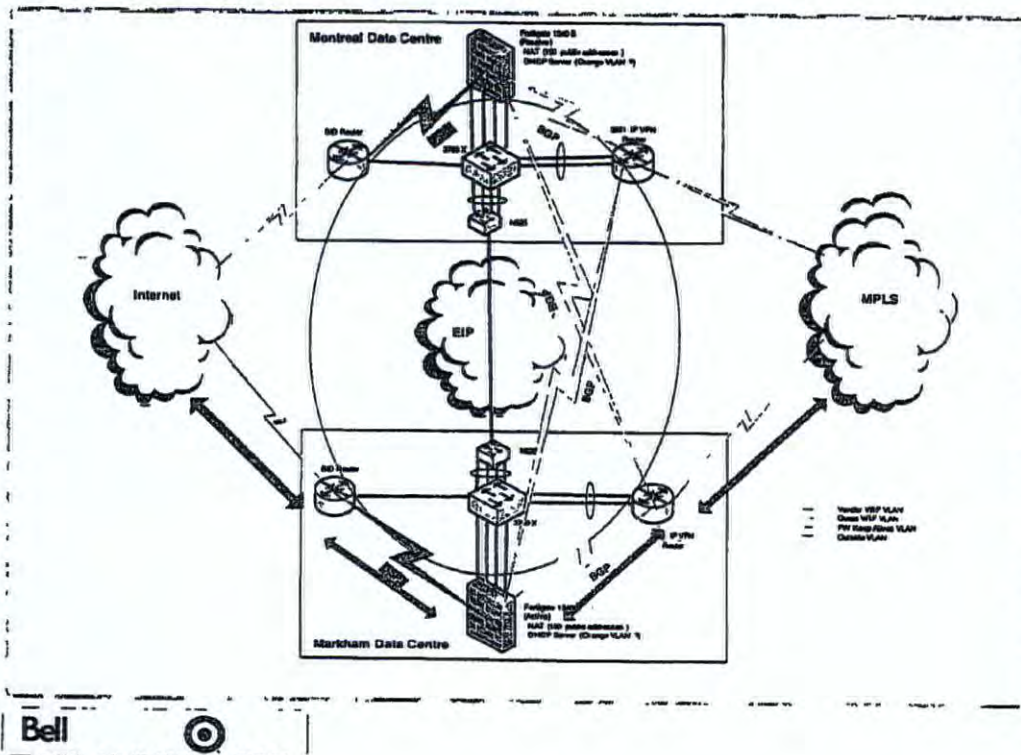
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Markham data centre is the primary data path for internet service, and St Laurent is the secondary or redundant path. The default route from the Internet will be learnt by both the BID routers at Markham and Montreal, these BID routers will run OSPF with Fortigate firewalls and will redistribute into BGP. The firewalls will then run I-BGP to MPLS routers and distribute the default route to MPLS routers, the routes will now be tagged with a community and sent to the MPLS-PE routers. The PE routers will then identify the community TAGS, and attaches a local pref value of 140 at Markham and local pref of 130 at Montreal. So a default route within the Vendor and Guest VRF will have two routes. The MPLS cloud will prefer 140 and follows Markham path for internet. Now the same happens at BID router, where all the 150 public IP addresses are learnt via OSPF from F/W and these routes will be tagged with a community and Bell Canada Internet router in the cloud will attach local pref values of 140 at Markham and 130 at Montreal. All the 150 routes back to NAT'ed Target MPLS networks, in the internet will have two paths. Firewalls will be running in High Availability (HA) mode, so even though physically separate, logically it is one unit. I-BGP will be running between FORTIGATE and Markham MPLS router, Vis-a-vis, FORTIGATE and Montreal MPLS router. Each MPLS router will have two default routes for internet with their next hop to firewall. MPLS routers and F/W's will be on same VLAN for IGP synchronization. The EIP link between the two data centres will be used for both firewalls keep alive/heartbeats, and also for the traffic in backup situation.

c) **Solution Diagram:** The following diagram has been mutually agreed to by both parties to visually represent the Hosted Internet Solution



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The IP VPN Service (Internet Protocol Virtual Private Network) in this design refers to the 2 circuits that connect the 2 Bell Data Centres to the Target Canada Store network. Each store will have a connection into the MPLS cloud (on the right) and will be able to connect to the described infrastructure via that connection.

The BID Service (Business Internet Dedicated) in this design refers to the 2 circuits that connect the 2 Bell Data Centres to the Internet and are represented by the cloud marked Internet in this diagram.

The EIP Service (Ethernet Internetworking Priority) in this design is required to allow the 2 Firewalls in the 2 Bell Data Centres to synchronize state information, and to allow for traffic to flow between Data Centres in some failure scenarios. This is represented by the cloud marked EIP in the diagram above.

The MSS Service (Managed Security Service) in this design is required to support and manage the 2 Firewalls in the 2 Bell Data Centres. These devices block unwanted traffic and safe guard against Internet threats.

The MISN Service (Managed Infrastructure Service - Network) in this design is required to support and manage the 2 switches that connect all the equipment together in the 2 Bell Data Centres.

3) FEES:

Customer shall pay to Bell the Fees outlined in this Section 3 which will be based on the bandwidth requirement for both the IPVPN and BID accesses as selected by Customer. Additional charges, including those for backhaul and/or construction, as previously approved by Customer may be applicable and will be charged to Customer in addition to the Fees outlined in this Section.

a) One-Time Fees

The following one-time fees will be applicable for the initial installation and implementation of the 20Mbps Hosted Internet solution. These one-time fees will not apply in the event that Customer chooses to upgrade to the 50Mbps or 100Mbps option during the Initial Service Term.

- \$5,100 - Bell Project Management
- \$22,050 - Bell Professional Services as per Statement of Work
- \$10,680 - Firewall installation and integration with Bell's Security Operations Centre

b) Monthly Recurring Fees

Table 1 - Utility Model pricing

20Mbps	MRC	\$ 18,456.64
50Mbps	MRC	\$ 20,972.64
100Mbps	MRC	\$ 25,116.64

The Service will be provisioned at a minimum of 20Mbps bandwidth for both the IPVPN and BID OE accesses for the duration of the term as shown in Section 1)a). Should Target choose to upgrade to either the 50Mbps or 100Mbps option, the pricing in this section shall be applicable on a monthly basis going forward.

The utility model pricing as shown in Table 1 shall supersede and take precedent over any individual monthly recurring fees that may appear in any of the appended Service Schedules to this Schedule. For further clarity, this pricing is valid only for the specific scope and quantity of services as described in Section 2 of this Schedule. A change in scope will be treated as a change request and will require financial due diligence and to be quoted on a case-by-case basis.

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c) **Termination Fees**

In the event Customer terminates without cause prior to the end of the Initial Service Term or Service Renewal Term, 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 or Service Renewal 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 termination Fees are liquidated damages and consideration for the Terminated Site and/or Terminated Access and are not a penalty. In the event that a payment to be received by Supplier for Termination Fees would be deemed by the applicable tax legislation to include an amount of GST/HST and/or QST or other Tax, the amount of Termination Fees payable by Customer shall be grossed up by an amount equal to the amount of GST/HST, QST and other Taxes that would be deemed to be included in such payment. If Customer cancels a Site during the installation, Customer will be charged 100% of the reasonable expenses that Bell incurs or will incur in connection with such cancellation.

4) **OTHER TERMS AND CONDITIONS**

RECITALS

Customer and Bell agree to introduce the following Service Schedules in their standard form, which are collectively required to deliver the Solution, as Appendices to this Schedule:

- \$ Ethernet Internetworking Priority Service Schedule (the "EIP Service Schedule"). The parties agree to add the EIP Service Schedule to this Agreement as Appendix 1,
- \$ Business Internet Dedicated (the "BID Service Schedule"). The parties agree to add the BID Service Schedule to this Agreement as Appendix 2,
- \$ Managed Security Services (the "MSS Service Schedule") The parties agree to add the MSS Service Schedule to this Agreement as Appendix 3,
- \$ Managed Infrastructure Services - Network (the "MISN Service Schedule") The parties agree to add the MISN Service Schedule to this Agreement as Appendix 4,
- \$ Bell Canada Professional Services Schedule and the associated Statement of Work (jointly, the "PS Service Schedule") The parties agree to add the PS Service Schedule to this Agreement as Appendix 5,

Customer and Bell then wish to amend the appended Service Schedules to incorporate the following terms and conditions as of the Effective Date of this Agreement

CHANGES TO THE TERMS AND CONDITIONS OF THE IP VPN SERVICE SCHEDULE

- 1) Whereas Customer and Bell are parties to
 - Internet Protocol Virtual Private Network (IP VPN) Service Schedule with contract number 1-756887870-32 and dated March 1, 2012 (the "IP VPN Service Schedule"),
- 2) The parties mutually agree to add the following 2 sites as required to deliver the Hosted Internet Solution to Section 3(a) – Fees, Table 1

Address	City	Prov	NPANNX	Access and Bandwidth (Mbps)	Construction Price	Minimum Primary MRC	Minimum Primary Backhaul
Bell DC – 9800 Warden Avenue	Markham	Ontario	905477	20Mbps	\$ -	\$ -	\$ -
Bell DC – 9300 Route Transcanadienne	Montreal	Quebec	514335	20Mbps	\$ -	\$ -	\$ -

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CHANGES TO THE TERMS AND CONDITIONS OF THE EIP SERVICE SCHEDULE ATTACHED AS APPENDIX #1

- 1) The parties agree to delete Section 1) - Term, and to replace it with Section 1) - Term as it appears in this Hosted Internet Solution Service Schedule
- 2) The parties also agree to delete Section 3) - Fees in its entirety, and replace it with the following site details

Access

LocationID	NPANXX	Address	Access Type	Access Speed	Bell CPE	Diversity
DC Markham ON	905477	9800 Warden Ave	EIP Managed Access Unprot	100 Mbps	Yes	No
DC St-Laurent QC	514335	9300 RTE Transcanadienne	EIP Managed Access Unprot	100 Mbps	Yes	No

Core

ID	A End	Z End	Core Type	Speed	Diversity
1	DC Markham ON\9800 Warden Ave	DC St-Laurent QC\9300 RTE Transcanadienne	EIP Transport protected	100 Mbps	No

Summary

Site A	Site Z	Speed	Service Level	Service Level Option
DC Markham ON\8100 Warden Ave	DC St-Laurent QC\9300 RTE Transcanadienne	100 Mbps	SLA 99.9 End to End Mngd	Option 2

- 3) The parties agree to delete Section 5(a) Termination Fees in its entirety.

CHANGES TO THE TERMS AND CONDITIONS OF THE BID SERVICE SCHEDULE ATTACHED AS APPENDIX #2

- 1) The parties agree to delete Section 1) - Term, and to replace it with Section 1) - Term as it appears in this Hosted Internet Solution Service Schedule
- 2) The parties also agree to add the following 2 sites to Section 3) - Fees - Site Address.
 - Bell DC - 9800 Warden Avenue, Markham, Ontario - NPANXX 905-477 - Business Internet - Optical Ethernet Fixed (100BT) Access with 20Mbps subscribed bandwidth
 - Bell DC - 9300 Route Transcanadienne, Montreal, Quebec - NPANXX 514-335 - Business Internet - Optical Ethernet Fixed (100BT) Access with 20Mbps subscribed bandwidth
- 3) The parties agree to delete Section 5(a) Termination Fees in its entirety.

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CHANGES TO THE TERMS AND CONDITIONS OF THE MSS SERVICE SCHEDULE ATTACHED AS APPENDIX #3

- 1) The parties agree to delete Section 1) - Term, and to replace it with Section 1) - Term as it appears in this Hosted Internet Solution Service Schedule
- 2) The parties also agree to delete Section 3) - Fees and Customer-Selected Options in its entirety, and replace it with the following:
 - Bell will provide Managed ITM Services on the following devices
 - 2 x 1240B Fortigate firewalls and 1 x 400c FortiAnalyzer
 - Bell will provide Firewall performance reporting and analytics at no additional cost to Target
 - Bell will include 15 free MACs from the MAC Catalogue that can be used anytime after initial start-up. Attached is a MAC catalogue for Target's convenience.
 - A Bundled MAC means a single action for a rule change on the Managed Equipment equivalent to a minimum of ½ hour of time spent or maximum of 1hr. MACs will be executed within 48 hrs of request or next schedule window whichever is closer to the MAC request.
 - Unbundled MACs – Once Bundled MACs are finished or the three months have expired - Target will be charged per MAC \$139.00 or agree to a recurring bundled MAC package at discounted rates under the assumption that the rule change could take a minimum of ½ hour of time spent or maximum of 1hr. MACs will be executed within 48 hrs of request during business hours or next schedule window whichever is closer to the request.
 - Urgent/Expedited MAC request for a rule change within 6 hours or less will be billed separately and based on a Time & Materials effort. The T&M hourly rate is 185 00 during regular business hours. After hours or weekends is 277 50 per hour
 - Any change request not expressly detailed in the MAC Catalogue detailed in this contract will also be billed separately and based on a Time and Materials effort once the initial 15 free MACs has been exhausted

CHANGES TO THE TERMS AND CONDITIONS OF THE MISN SERVICE SCHEDULE ATTACHED AS APPENDIX #4

- 1) The parties agree to delete Section 1) - Term, and to replace it with Section 1) - Term as it appears in this Hosted Internet Solution Service Schedule
- 2) The parties also agree to delete Section 3) - Fees, Site Attributes, and Optional Features i), ii), iii), and replace it with the following:
 - § Bell will provide NetControl level of management to 2 x CISCO 3750X switches
 - § These are both Distribution / Medium Complexity devices
- 3) The parties agree to delete Section 5(a) Termination Fees in its entirety

CHANGES TO THE TERMS AND CONDITIONS OF THE PROFESSIONAL SERVICES SERVICE SCHEDULE ATTACHED AS APPENDIX #5

- 1) The parties agree to delete Section 2) - Term, and to replace them with Section 1) - Term as it appears in this Hosted Internet Solution Service Schedule
- 5) Definitions Specific to Hosted Internet Solution Service
 - Site - refers to the Bell Data Centres located on 9800 Warden Avenue, Markham, Ontario and 9300 Route Transcanadienne, Montreal, Quebec
 - Catastrophic Outage – is an outage where Service at both data centres is not available. SLA outage calculations include Catastrophic Outages

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Except as set out explicitly in the Hosted Internet Solution Service Schedule, the terms of the MCANT and Service Schedules that are appended to this Schedule shall remain un-amended and in full force and effect.

This Schedule shall be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein. The parties attorn to the non-exclusive jurisdiction of the courts of Ontario for any dispute arising hereunder.

By signing below, Bell and 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 later of the date this Service Schedule is signed by Customer or Bell for the duration of the Service Term.

Target Canada Co.	BELL CANADA
SIGNATURE. <u>Karl Bultes</u>	SIGNATURE. <u>[Signature]</u>
NAME: <u>KARL BULTES</u>	NAME: <u>Richard Sheppard</u>
TITLE: <u>AUTHORIZED SIGNATORY OF TARGET CANADA CO</u>	TITLE: <u>Vice President - Sal.</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>9/17/2012</u>	DATE <u>2012/09/29</u>




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APPENDIX #1 to the HOSTED INTERNET SERVICE SCHEDULE
ETHERNET INTERNETWORKING PRIORITY (EI Priority) SERVICE
SCHEDULE TO MASTER COMMUNICATIONS AGREEMENT – NON-TARIFFED (RETAIL)

Customer Name: Target Canada Co

1 TERM:

- a) **Initial Service Term:** The Initial Service Term is [Insert Term] commencing on the date that the Service is provisioned and ready to be used (the "Initial Service Term")
- b) **Service Renewal Term:** Upon expiration of the Initial Service Term, there shall be consecutive service renewal terms each equal in length to the Initial Service Term (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. If Bell wishes to modify any of the provisions of this Service Schedule, it shall provide written notice of any such change at least ninety (90) days prior to expiry of the Initial Service Term or then current Service Renewal Term. 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 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 so long as Customer receives the Service, except that the month-to-month Fees shall apply.

2 SERVICES:

- a) **Definitions:** A glossary of terms is set out in Appendix 1. These terms apply throughout this Service Schedule.
- b) **Description of the Services:** Bell agrees to provide to Customer and Customer agrees to procure from Bell the services described in this Service Schedule. The Ethernet Internetworking Priority Service ("Service") provides Customer with the following:
- i) Connectivity between the EI Priority Accesses at Customer-defined sites and through the EI Priority Core set out in Section 3 (below)
 - ii) A help desk ("Help Desk") will be provided to Customer for trouble management relating to the Service. The number of the Help Desk will be provided to Customer by Bell.

It shall be Customer's responsibility to ensure compliance with any Appendix attached to this Service Schedule, including, without limitation, Appendix 2 (Customer Requirements)

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3. FEES, CUSTOMER-SELECTED OPTIONS AND SITES

a) Fees:

- i) The Customer shall pay to Bell the Fees outlined in this Section 3 which will be based on the EI Priority Access type, bandwidth and other features selected by the Customer. Additional charges, including those for Customer approved backhaul and/or construction may be applicable and will be charged to the Customer in addition to the Fees outlined in this Section.
- ii) Bell will invoice Customer once 2 sites are installed and available to communicate with each other. Each additional site thereafter will be invoiced once installed.
- iii) If, upon expiry, the Initial Service Term is not extended for a Service Renewal Term, then the Customer shall pay Termination Fees in connection with any New Sites added in the last 6 months of the Initial Service Term calculated as set out in section 5 (a) as if such New Site had been contracted for a term equal in length to the Initial Service Term starting from the date such New Site has been added.

EI Priority Access:

Site Address	Service Type	Bell CPESpeed	EI Priority Access Diversity Option	Monthly Recurring Fees	Installation Fees

EI Priority Core:

Site Address A	Site Address Z	SLA/SLO Option	EI Priority Core Type	Speed	EI Priority Diversity Option	Monthly Recurring Fees	Installation Fees

"A" Site and "Z" Site EI Priority Access Service Types are always the same

Core Diversity Options

Option	Description	Details
A	EI Priority Access Route	Two demarcation points at Customer premise and two diversely-routed fibre cables in the access between Customer premise and the Central Office
E	Entrance	Two different entrances at Customer Site provide the connectivity to Customer premise equipments (requires "Access Diversity" option)
COE	Central Office Equipment	Two CO equipment devices within the same CO are used to provide the connectivity between two accesses and two core routes
CO	Central Office (CO)	Two different CO are used to terminate two diverse access
C	Core	Two different routes in the Core Network

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4. SERVICE LEVEL AGREEMENTS/OBJECTIVES

(a) Service Level Agreements

The following chart outlines the Service Level Agreement (SLA/SLO) for the Services

SLA/SLO Options						
SLA/SLO Option #	Available EI Priority Speeds	Access Service Types	Bell CPE	Core Type	Availability	Mean Time to Repair(MTTR)
1	1 Gbps	Managed Access Protected	Yes	EI Priority Transport Protected	99.95% SLA end to end	4 Hour SLA end to end
2	10 Mbps to 1Gbps	Managed Access Unprotected	Yes	EI Priority Transport Protected	99.9% SLA end to end	4 Hour SLA end to end
3	10Mbps to 1Gbps	Managed Access Unprotected	Yes	EI Priority Transport Unprotected	99.7% SLO end to end	4 Hour SLO end to end
4	150 Mbps to 10 Gbps	Unmanaged Access Unprotected	No	EI Priority Transport Unprotected	99.7% SLO end to end	4 Hour SLO end to end
5	1 Gbps to 10 Gbps	Unmanaged Access Unprotected	No	EI Priority Transport Unprotected	99.7% SLO end to end 99.95% Additional SLA Core	4 Hour SLO end to end 4 Hour additional SLA Core

"A" Site and "Z" Site EI Priority Access Service Types are always the same

b) Measurement Methodology

i) The "Service Level Option" for a specific purchased EI Priority circuit is shown in Section 3(a) Fees, Customer-selected Options and Sites Section 4(a) Service Level Agreement/Objectives defines the "Service Availability" and "Mean Time to Repair (MTTR)" Bell Service Level Agreement (SLA/SLO) for any purchased EI Priority circuit. All Service Level Agreements are "End to End" ("SIP to SIP") with the exception of Options #5 which is limited to the Bell "EI Priority Core" Network

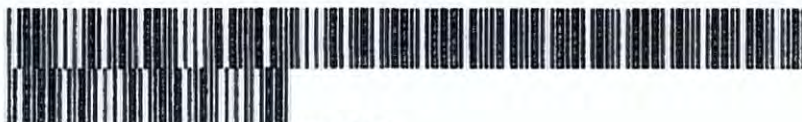
ii) "Service Availability" means the measurement of an average availability across all SLA Customer Eligible EI Priority circuits per Service Level Option within one calendar month and for greater certainty excludes Excluded Downtime. Service Availability is measured and reported as a percentage and evaluated for compliance monthly. Service Availability is calculated monthly by subtracting total Outage Time from Minutes/Month

$$\frac{\# \text{ of SLA Customer Eligible EI Priority circuits per Service Level Option} \times \text{available Minutes/Month} - \text{Total Outage Time}}{\# \text{ of SLA Customer Eligible EI Priority circuits per Service Level Option} \times \text{available Minutes/Month}}$$

"Mean Time To Repair (MTTR)" means the total SLA Trouble Duration, as applicable, averaged over a single calendar month for all applicable Bell Measured Trouble Tickets. MTTR is calculated monthly by dividing the total Outage Time for the SLA Eligible EI Priority Circuit(s) by the total number of applicable Bell Measured Trouble Tickets in that month

$$\frac{\text{Total Outage Time Minutes for the SLA eligible EI Priority circuits}}{\text{Total number of Trouble Tickets per calendar month for all customer SLA eligible EI Priority circuits}}$$

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(c) Service Credits

In the event that Customer notifies Bell, or Bell is aware of any failure to meet a Service Level (that is indicated as SLA) set out above (Service Level Agreements) Bell shall conduct an investigation report and analysis to confirm whether such Service Level has not been met. If such investigation confirms such Service Level has not been met based on the measurement methodology set out under Section 4(b) of this Service Schedule, Customer shall receive a Service Credit based on the tables shown below of the monthly recurring Fees, as set out in Section 3 (Fees, Customer-Selected Options and Sites), for the affected SLA Eligible EI Priority(s) for which the Service Level(s) are not met during the applicable calendar month, provided that in any calendar month Bell shall only be required to provide one Service Credit for each SLA EI Priority

(a) Availability – 99.95% Option 1 (end to end), Option 5 (EI Priority Core only)	Service Level Credit
>=99.95%	No Credit
<99.95% and >99.5%	10% Credit Monthly Recurring Fee affected EI Priority(s)
<=99.5 %	15% Credit Monthly Recurring Fee affected EI Priority(s)

(b) Availability – 99.9% Option 2 (end to end)	Service Level Credit
>=99.9%	No Credit
<99.9% and >99.0%	10% Credit Monthly Recurring Fee affected EI Priority(s)
<=99.0%	15% Credit Monthly Recurring Fee affected EI Priority(s)

(c) Mean Time to Repair – 4 Hours Option 1, Option 2, Option 5	Service Level Credit
<= 4 hours	No Credit
> 4 hours and < 7 hours	10% Credit Monthly Recurring Fee affected EI Priority(s)
>= 7 hours	15% Credit Monthly Recurring Fee affected EI Priority(s)

Customer is not entitled to any refunds, credits or other remedies if Bell fails to meet a Service Level Objective, and that failure shall not be considered a default by Bell of its obligations under the Agreement

(d) Maintenance

(a) Regular scheduled maintenance activity is excluded from the Service Level Agreements outlined in Section 4 (a) Scheduled maintenance will be subject to proper notification to Customer in accordance with the Notification of Maintenance section below

(b) Notification of Maintenance.

(i) Threat

• Situation or condition that would not normally cause an outage to Customer but may lead to a service interruption

- Criteria Service interruption of less than 100 milliseconds
- Advance notice of at least 3 business days will be supplied to Customer

(ii) Release

- Authorization to carry out a work project that results in a Service interruption
- Criteria Service interruption of more than 100 milliseconds work
- Advance notification of at least 15 business days is required to obtain Customer's approval

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5. OTHER TERMS AND CONDITIONS:


- a) **Termination Fees:** In the event Customer terminates an EI Priority Access (the "Terminated Access") and/or Site (the "Terminated Site") without cause prior to the end of the Initial Service Term or Service Renewal Term, 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 or Service Renewal 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 termination Fees are liquidated damages and consideration for the Terminated Site and/or Terminated Access and are not a penalty. In the event that a payment to be received by Supplier for Termination Fees would be deemed by the applicable tax legislation to include an amount of GST/HST and/or QST or other Tax, the amount of Termination Fees payable by Customer shall be grossed up by an amount equal to the amount of GST/HST, QST and other Taxes that would be deemed to be included in such payment. If Customer cancels a Site during the installation, Customer will be charged 100% of the reasonable expenses that Bell incurs or will incur in connection with such cancellation.
- b) **Installation Charges:** In the event that Bell incurs costs as a result of Customer providing incorrect information regarding a Customer Site, 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 Customer requests that installation or migration work be performed outside of business days.
- c) **Service Condition - Unusual Expense:** Customer acknowledges and agrees that the Service is provided subject to the availability of suitable equipment and facilities and that if all or any portion of the access facility does not exist between a serving central office and the end-user's premises, Customer shall pay additional charges based on the full cost of building the access facility. Customer further acknowledges and agrees that it may be necessary to install special equipment or to incur an unusual expense to establish the Service, and that Customer shall pay additional charges based on the equipment installed or the unusual expense incurred. Bell shall have no obligation to provide the Services unless or until such time as Customer pays Bell for such aforementioned additional charges and expenses ("Unusual Construction Costs"). Bell will provide Customer with prior notice of the Unusual Construction Costs prior to incurring same ("Expense Notice"). Customer will have the option upon issuance of the Expense Notice to either (i) terminate the Service without any obligation to pay Termination Fees upon written notice to Bell if Customer does not agree to the Unusual Construction Costs, or (ii) agree to incur the Unusual Construction Costs in which case Customer shall return to Bell a signed copy of the Unusual Expense Form included with the Expense Notice. Bell will not commence any work requiring Unusual Construction Costs until receipt by Bell of a signed copy of the Unusual Expense Form approving such Unusual Construction Costs. If the Unusual Expense Form is not returned within five (5) after the date the Expense Notice is sent then Bell will deem Customer to have rejected the Unusual Construction Costs and this Service Schedule will be deemed terminated for the affected sites. The above unusual expense clause does not apply to sites for which there was a prior facility check either upon Customer request or upon Bell determination.
- d) **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.
- e) **Migration Clause:** Where Customer is migrating their circuits from an existing Bell service to the new Service, Bell will prepare and implement a migration plan if required.
- f) **Entrance Conduit and Inside Wiring:** If a fibre based connection is required to the building from Bell's existing network, Customer is responsible to provision a path (Conduit) with free access and enough capacity for the required fibre from the property line to the building's main equipment room (telephone room). If Customer's telephone room is different than the building's main equipment room, Customer is responsible to ensure conduit, fibre, and building lease is available (at no cost to Bell) for Bell to utilize in order to bring Service from the building's main equipment room to Customer's telephone room.
- g) **Security Disclaimer:** Customer acknowledges and agrees that the performance of the Services will adhere to Bell's own Bell Corporate security standards and policies. Following execution of this Schedule, should Customer request compliance with certain Customer-specific security standards, such requests will be addressed through the change order process and may be subject to additional charges to Customer.

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Appendix 1: Glossary of Terms and Definitions

Bell Measured Trouble Ticket means a trouble ticket opened by Bell

Conduit means a tube or duct for enclosing wires or cable consistent with any and all electrical and building codes or local regulations

CPE (no) – Bell installs a passive fibre patch panel at Customer Site. The EI Priority service demarcation is a port facing Customer on the Bell's fiber patch panel.

CPE (yes) – Bell installs an active demarcation device at Customer Site. The EI Priority service demarcation is an Ethernet port facing Customer on the Bell's active demarcation device.

Diversity – EI Priority diversity is provided by purchasing a second EI Priority circuit and diversity options. Availability for a diversity option for a specific site and/or route is dependant on Customer site locations and available facilities. Based on validated facility checks, Bell will set up and maintain the diverse options for the EI Priority Access and EI Priority Core as shown in Section 3 "Fees, Customer-Selected Options and Sites". Bell EI Priority Service Agreements as shown in section 4 (a) are the same for the "primary" EI Priority circuit and the "secondary EI Priority circuit" with diversity options.

Downtime means the unavailability of one or more EI Priority circuits based on a Bell Measured Trouble Ticket

EI Priority Access means a portion of the network from Bell's Canadian serving wire centre or Canadian POP, to Customer's Site(s) up to and including the SIP.

EI Priority means Ethernet Internetworking Priority service. Ethernet Internetworking Priority service provides Customer with dedicated point-to-point bandwidth (as per customer order). Customer facing port is Ethernet.

EI Priority Core – EI Priority connectivity between hardware located at Bell's serving wire centre or POP serving Customer Site A and Bell's serving wire centre or POP serving Customer Site Z.

EI Priority Transport Protected – means EI Priority circuit with EI Priority transport provisioned over a protected diversely-routed SONET ring. In case of primary route-failure the Supplier EI Priority Core will automatically switch traffic to the protection path within 50ms.

EI Priority Transport Unprotected – EI Priority transport is provisioned either 1) over an unprotected DWDM wavelength or 2) over unprotected SONET. Bell does not perform any protection switching.

Excluded Downtime means (i) Scheduled Maintenance, (ii) Downtime not reported to Bell, (iii) Downtime which does not affect Customer's Service (e.g. routing of Customer traffic), (iv) Downtime caused by an Event of Force Majeure, (v) Downtime that results from any actions or omissions of Customer or Customer's End Users of the Service, cable cuts or other third parties, (vi) Downtime that results from Non-Supplier Provided Equipment or equipment and software of third parties, and (vii) Downtime where Bell is not provided prompt access to Customer's Site to address the trouble.

Minutes/Month means the total number of minutes per calendar month.

Network Management Centre means Bell's surveillance and network monitoring center.

Outage Time means the product of total Downtime less Excluded Downtime per calendar month.

POP means Bell Point of Presence.

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Managed Access Protected— means EI Priority Access provisioned over a protected SONET ring. In case of primary route failure the Supplier EI Priority CPE will automatically switch traffic to the protection path within 50ms

Managed Access Unprotected - means linear EI Priority Access between Customer Site and Bell serving CO Bell does not perform protection-switching Bell installed active demarcation device at customer Site

Service Availability Objective means the measurement of an average availability across all SLO Customer Eligible EI Priority circuits per Service Level Option SLO Eligible Services within one calendar month and for greater certainty excludes Excluded Downtime

Service Credit means those credits owing to Customer in accordance with section 4(a) (ii) of this Service Schedule

SIP (Service Interface Point) means the points of demarcation and specifically the Bell Ethernet ports facing Customer on the Supplier owned terminating equipment.

SLA Eligible EI Priority circuits means EI Priority circuits identified as SLA/SLO Option 1, 2 or 5 Service Level Agreements are dependent on Access and Core Protection and site demarcation.

SLA Trouble Duration means the aggregate time between the failure of the SLA EI Priority circuits to provide Services between SIPs and the re-establishment of Services between the SIPs as documented in a Bell Measured Trouble Ticket

SLO Trouble Duration means the aggregated time between the failure of the SLO Eligible Services to provide Service between SIPs and the re-establishment of Services between the SIPs

Total Downtime means the total aggregated Downtime per calendar month

Unmanaged Access Unprotected — means linear EI Priority Access between Customer Site and Bell serving CO Bell does not perform protection switching. Bell installed passive fibre patch panel at Customer Site

Unscheduled Emergency Maintenance means any maintenance activities performed in the Bell network as a result of a Threat or an Emergency A Threat is defined as a situation or condition that would not normally cause an outage to a customer but introduces a very low risk to services or may lead to a brief service interruption. Examples include optical cable splicing, contractor working near Bell fibre cables or applying a required software upgrade from an equipment vendor.

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Customer shall be responsible upon the occurrence of any of the following events

- i) any Bell owned Customer premise demarcation device has been serviced, installed, altered, repaired or relocated by any party other than Bell or a Bell Canada Provider,
- ii) any Bell owned Customer premise demarcation has been transferred in title without the written consent of Bell (which consent shall not be unreasonably withheld),
- iii) any Bell owned Customer premise demarcation does not function properly as a result of mishandling, abuse, misuse, improper storage or operation, installation or maintenance by any other party than Bell or a Bell Canada Provider, and
- iv) any Bell owned Customer premise demarcation device has been damaged by any external cause whatsoever including use in conjunction with equipment which is electronically or mechanically incompatible

In addition to any other termination rights Bell might have, upon occurrence of any or all of the above, Bell may terminate this Service Schedule or the Service, in whole or in part and the terms listed in Section 5 of the Service Schedule shall prevail. If there is a requirement for a replacement of the Bell owned Customer premise demarcation device or components upon occurrence of any or all of the above, the replacement Bell demarcation device or components thereof shall be charged to Customer at Bell's prevailing rates

Appendix 2. Customer Requirements

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Appendix 3: Internet Acceptable Use Policy

Please reference the Internet Acceptable Use Policy as it appears as Appendix 3 to the fully executed IPVPN Service Schedule with agreement # 1-756887878-32.



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APPENDIX #2 to the HOSTED INTERNET SERVICE SCHEDULE

**BELL BUSINESS INTERNET DEDICATED (BID) SERVICE SCHEDULE
 TO MASTER COMMUNICATIONS AGREEMENT – NON-TARIFFED**

Customer Name:	Target Canada Co
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Capitalized terms used but not defined in this Service Schedule have the meanings given to them in the Agreement.

1 TERM:

- (a) **Initial Service Term:** The Initial Service Term is [Insert Agreement Term here], commencing on the date that the Service is provisioned and ready to be used (the "Initial Service Term")
- (b) **Service Renewal Term:** Upon expiration of the Initial Service Term, there shall be consecutive service renewal terms each equal in length to the Initial Service Term (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. If Bell wishes to modify any of the provisions of this Service Schedule, it shall provide written notice of any such change at least ninety (90) days prior to expiry of the Initial Service Term or then current Service Renewal Term. 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 Services beyond Service Term:** If 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 so long as Customer receives the Service, except that the month-to-month Fees shall apply

2. SERVICES:

- (a) **Definitions:** A glossary of terms is set out in Appendix 1 to this Service Schedule. These terms apply throughout this Service Schedule
- (b) **Description of the Services:** Bell agrees to provide to Customer and Customer agrees to procure from Bell the services described in this Service Schedule

Bell Business Internet Dedicated (BID) provides Customer with a dedicated access facility that connects a Customer's Local Area Network (LAN) to the internet. Customer is provided with an access speed of [Insert Access Speed here] and an access facility of [Insert Access Facility here]

BID includes the following features in the basic service

- (i) Static Internet Protocol (IP) Address Assignment – 8 addresses are supplied by Bell Canada*
- (ii) Domain Name Registration for Bell-managed connections (or 1 DNS entry for customer-managed connections)
- (iii) Twenty-four (24) hours a day, seven (7) days a week Bell Network monitoring
- (iv) Daily and monthly online Internet access utilization reports (excluding ISDN)

It shall be 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, Customer will provide a Letter of Authorization as may be set out in an Appendix to this Service Schedule

*Customer acknowledges it has no right, title or interest in or to any IP addresses assigned to Customer and Bell Canada may change such number, given reasonable notice to Customer and Bell Canada shall have no obligation to notify any other party of a change to Customer's IP address

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3 FEES, CUSTOMER SELECTED-OPTION(S) AND SITE:

(a) Fees

i. Customer shall pay to Bell the Fees outlined in this Section 3 (plus applicable taxes) which will be based on the bandwidth and the service options Customer has selected, at the site identified. Additional charges, including those for Customer approved backhaul and/or construction may be applicable and will be charged to Customer in addition to the Fees outlined in this Section.

ii. Bell will invoice Customer once the service and options are installed and available for use

Site Address [Insert Site Address here]

Option	Monthly	One Time	IP
Static Class C IP Addresses			
• Initial 8 IP Addresses	\$ -	\$ -	Included with each BI access and no additional monthly or one time if ordered at the time of access installation.
• Initial up to 32 IP Addresses in Total*	\$ -	\$ -	Included with each BI access and no additional monthly or one time if ordered at the time of access installation.
• Additional IP Addresses - - Up to 32 IP Addresses in Total*	\$ -	\$ 250.00	One time charge applied when IP addresses added after the initial access installation
• >32 IP Addresses (in blocks of 16 IP Addresses)	\$ 50.00	\$ 500.00	Monthly charges apply per each block of 16 IP Addresses. One time charge applies on a per order basis and is in addition to the initial access installation charge

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*NOTE Customers requiring greater than 8 IP Addresses must submit their request in the form of a Justification Template (located at ip_prov@bell.ca).			
Option	Monthly	One Time	Details
Additional e-mail Addresses	\$3 50	\$250 00	Service pricing is based on a per mailbox / per month charge
Domain Names			
• One Primary and One Secondary DNS	\$ -	\$ -	Included with each BI access.
• Additional Domain Names	\$ 10.00	\$ 100.00	Monthly charges apply per each additional domain name. One time charge applies on a per order basis and is in addition to the initial access installation charge.
Option	Monthly	One Time	Details
SNMP Read Only Capability	\$ 50 00	\$ 250.00	Available with BID OE ONLY.

Customer also agrees to pay any additional fees (plus applicable taxes) for additional usage, additional data throughput and additional bandwidth as identified in this Service Schedule

Any promotional or discounted Fees shall apply only during the term of the promotion, after which Bell's "regular book" fees shall apply

(b) Service Options: The following service options have been selected by Customer.

This service is Bell managed

All Bell Canada Managed Connections provide

- (i) Provisioning, configuration, maintenance and management of Customer premise router
- (ii) Monitoring of the network connection directly to and including Customer premise router twenty-four (24) hours a day, seven (7) days a week (excluding ISDN)
- (iii) Maintenance service of Customer premise router Monday through Friday, 8.00 a.m. to 5 p.m.
- (iv) A total of [Insert # on DNS Registrations here] primary & secondary DNS registrations
- (v) A total of [Insert # of static IP addresses here] additional static Internet Protocol (IP) addresses, assignment of non-portable IP version 4 registered addresses
- (vi) Daily and monthly online Internet access utilization reports (excluding ISDN)
- (vii) Bilingual single point of contact help desk for fault reporting, management and monitoring twenty-four (24) hours a day, seven (7) days a week
- (viii) [Insert # of IP Messaging Enterprise Basic email accounts here] IP Messaging Enterprise Basic email accounts

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BI Optical Ethernet Fixed

The subscribed bandwidth Tier is [Insert bandwidth Tier here].

The service is burstable to [Insert Burstable up to here] Mbps

10Mbps, 100Mbps, 1000Mbps:

Customer must remain at a subscribed Tier for at least 2 (two) consecutive months before they may switch to a lower Tier.

- (i) A Customer providing a router must support BGP version 4. Also the router must have sufficient memory and power if Customer wants to receive the full internet routing table
- a Customer is responsible to manage load sharing using BGP community attributes
- (ii) If a customer uses another ISP (other than Redundancy option 4) Customer will have to meet requirement (i) as well as be accountable to provide a public Autonomous System number (ASN) and an IP address block with a network mask not longer than 24 bits (i.e./24)

Simple Network Management Protocol (SNMP)

Bell Canada will provide read command as used by the network managed systems to allow a customer to poll the router no more than once per each 5 minutes interval since last poll

(c) **Minimum Commitment**

With respect to volume, billing or usage, there is no Minimum Commitment (as defined in the main body of the Agreement)

(d) **Milestone Billing**

Milestone bill payments are required for all Services under a Service Schedule with a total contracted non-recurring revenue of greater than \$300,000 and an implementation timeframe greater than 90 days. Contracted non-recurring revenues are defined as any charges incurred to implement Services such as installation labour, service charges etc

(e) **Additional Service Details**

The details listed in this 'Additional Service Details' section are limited to service address(s), circuit numbers, additional charges, and service options. In the event of a conflict between this section and any other section(s) of this Service Schedule or the main body of the Agreement, the other section(s) of this Service Schedule and the main body of the Agreement shall prevail



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4. **SERVICE LEVEL AGREEMENTS (SLA):**

(a) **Service Level Agreement Targets and Penalties**

<i>Service Level Agreements</i>			
<i>Metric</i>	<i>TARGET</i>	<i>Comments</i>	<i>PENALTIES / CREDITS*</i>
New Service Installation	On or before Due Date		50% Installation Fee credit if target is not met
Mean Time To Repair (MTTR) for T1, 10/100BT, DS3-DNA	4 Hours	If the specified Target is not met for one month, Bell Canada will provide a one day credit for each hour of downtime, or fraction thereof, in excess of the specified Target, to a maximum of (in aggregate) one month's fees per month in which the specified Target is not met.	1 Day credit per hour of downtime in excess of Target (to a maximum in aggregate of one month's base fees in respect of any particular month) if target missed for one month
Mean Time To Repair (MTTR) for ADSL & ISDN	24 Hours for ADSL/ 48 Hours for ISDN (due to telephone line repair standards)	Delays incurred due to customer or third party Network Providers will be subtracted from the Time to repair calculations for the purpose of the MTTR objectives. Bell Canada measured trouble tickets will be the means by which MTTR compliance is determined	1 Day credit per hour of downtime in excess of Target (to a maximum in aggregate of one month's base fees in respect of any particular month) if target missed for one month
Core Network Availability	99.999%	Core Network Availability is the proportion of time that the network is available for service (customer edge router to customer port on PE router) Availability is measured in terms of percentage of available time in one calendar month Availability calculation excludes any scheduled outages such as, without limitation, the maintenance window on Sunday from 2 00 a m to 6 00 a m EST In addition a maintenance window for application upgrades is available Tuesdays from 2 00 am to 6 00 am EST and excluded from the Availability calculation In the event that application upgrades are scheduled Customer will receive a two-business day advance notice via the Bell Canada web site Availability is measured by Bell Canada approximately once every 15 minutes for the purpose of the Core Network Availability calculation	1 Day credit of base fees if target missed for one month
Service Credits		Service Credits for Service Level Agreement non-compliance will only be initiated upon customer request with trouble ticket number referencing the downtime in question	

*Penalties/Credits are based on Bell Canada's Service measurements and calculated by dividing the Base Fees by the number of days in the month in question. "Base Fees" refer to the basic monthly fees for the affected portion of the Services, and exclude any fees in respect of additional usage, additional data throughput and additional bandwidth Notwithstanding anything to the contrary in this Agreement, in no event will the Penalties/Credits payable to Customer in any month exceed the base fees paid or payable by Customer in respect of such month Unless otherwise provided herein, the remedies set out in the Service Level Agreement are Customer's sole remedies if Bell fails to meet the Service Level Commitments set out therein

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(b) SLA Terms and Conditions:

- (i) The Service Level Agreements (SLA) set out in this Service Schedule shall not apply in the event of planned outages, scheduled maintenance and unscheduled emergency maintenance
- (ii) Bell Canada service and support parameters are based on the assumptions that the Bell technicians are able to remotely access devices in fault
 Rates and response time objectives are based on the assumption of the presence of the diagnostic access paths. If customer insists on manually enabling a dial-up connection to the network only when an out of service exists, any delays occurring will be subtracted from the time to repair calculation for that incident.
- (iii) Where a failure occurs due to Customer initiated configuration changes, all time required to re-establish service shall be excluded from the maintenance, time to repair or Warranty coverage. Additional charges for service restoration will apply.

5. OTHER TERMS AND CONDITIONS.


- a) **Termination Fees:** In the event Customer terminates the Service (the "Terminated Service") without cause prior to the end of the Initial Service Term or Service Renewal Term, Customer shall be charged an early termination Fee for such Terminated Service equal to (i) 50% of the remaining monthly Fees for the Terminated Service that would have been payable to the end of the Initial Service Term or Service Renewal 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 Service. For greater certainty, out-of-pocket expenses shall include 100% of the remaining monthly fees payable by Bell to a third party provider (the "Service Termination Fees"). The Service Termination Fees are liquidated damages and consideration for the Terminated Service and are not a penalty. If Customer cancels the Service during the installation, Customer will be charged 100% of the reasonable expenses that Bell incurs or will incur in connection with such cancellation.
- b) **Installation Charges:** In the event that Bell incurs costs as a result of Customer providing incorrect information regarding a Customer Site, 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 Customer requests that installation or migration work be performed outside of Business Days.
- c) **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 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, 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 at the affected Site. In the event Customer notifies Bell in writing that it does not wish to pay the Additional Access Charges, Customer may terminate the Service at the affected Site without Termination Fees. Bell will not commence the build of the access facility until such time as Bell receives notice in writing from Customer that it accepts and approves the Additional Access Charges.
- d) **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.
- e) **Change in Telephone Service:** If a change in Customer's telephone service is requested from Customer's local phone company, it is Customer's sole responsibility to advise Bell of the changes. 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 your account.
- f) **Migration Clause:** Where Customer is migrating their circuits from an existing Bell service to the new Service, Bell will prepare and implement a migration plan if required.
- g) **Entrance Conduit and Inside Wiring:** If a fibre based connection is required to the building from Bell's existing network, Customer is responsible to provision a path (Conduit) with free access and enough capacity for the required fibre from the property line to the building's main equipment room (telephone room). If Customer's telephone room is different than the building's main equipment room, Customer is responsible to ensure conduit, fibre, and building lease is available (at no cost to Bell) for Bell to utilize in order to bring Service from the building's main equipment room to Customer's telephone room.

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Appendix 1: Glossary of Terms and Definitions

Access means a portion of the network from the Bell Canada POP to Customer's Site(s) up to and including the SIP

Autonomous System (AS) Number means a unique number assigned to a public Autonomous System. This number is used in both the exchange or exterior routing information between any adjoining Autonomous Systems and as an identifier of the Autonomous System itself

Asymmetrical Digital Subscriber Line (ADSL) means a modem technology that converts existing twisted-pair telephone lines into access paths for high-speed communications of various sorts

Bell Measured Trouble Ticket means the process by which Bell tracks to resolution a trouble as reported either by Customer or Bell's monitoring system

Border Gateway Protocol (BGP) [is a protocol for exchanging routing information between gateway hosts (each with its own router) in a network of autonomous systems BGP is often the protocol used between gateway hosts on the internet. The routing table contains a list of known routers, the addresses they can reach, and a cost metric associated with the path to each router so that the best available route is chosen

Conduit means a tube or duct for enclosing wires or cable consistent with any and all electrical and building codes or local regulations

Digital Signal Level Three (DS-3) Digital Network Access (DNA) Option means a connection made up of 28 T1 carriers, used to transmit digital signals on fibre-optic cable at 45.304 megabits per second. T3, often called FT-3 can handle 672 voice conversations or one video channel

Domain Name means the unique name that identifies an Internet site

Downtime means the unavailability of one or more Network Logical Paths based on a Bell Measured Trouble Ticket

Excluded Downtime means (i) Scheduled Maintenance, (ii) Downtime not reported to Bell, (iii) Downtime which does not affect Customer's Service (e.g. routing of customer traffic), (iv) Downtime caused by an Event of Force Majeure, (v) Downtime that results from any actions or omissions of Customer or Customer's end users of the Service or other third parties, (vi) Downtime that results from Non-Bell Provided Equipment or equipment and software of third parties, and (vii) Downtime where Bell is not provided prompt access to Customer's Site to address the trouble

Integrated Digital Subscriber Line (ISDN) is as telecommunications lines that can transmit both voice and digital network services and are much faster than the highest-speed modem.

Internet Protocol (IP) Address is a 32-bit number that identifies each sender or receiver of information that is sent in packets across the Internet

Latency means the average one way delay of a frame over the Bell network. It is an average value measured in milliseconds from different SIP's in the network

Mean Time To Repair (MTTR) means the total SLA Trouble Duration or SLO Trouble Duration, as applicable, averaged over a single calendar month for all applicable Bell Measured Trouble Tickets. MTTR is calculated monthly by dividing the total Outage Time for the SLA Eligible Network Logical Path(s) by the total number of applicable Bell Measured Trouble Tickets in that month

$$\text{MTTR} = \frac{\text{Total Outage Time Minutes}}{\text{Total number of Bell Measured Trouble Tickets per calendar month}}$$


Minutes/Month means the total number of minutes per calendar month less the total of minutes that either Scheduled Maintenance and/or Unscheduled Emergency Maintenance were performed

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Multi-Homing Connection means a network that is connected to 2 (two) or more Internet Service Providers

Network Availability (Core) is the percentage of time per year the network is available for Service. This is a theoretical value calculated from average Bell equipment failure rates provided by manufacturers and derived from models calibrated from field data (typically useful-life period). Core network includes edge aggregation Ethernet switches and a typical metro network. Planned failures, which don't affect Customer's service (i.e. rerouting of Customer's traffic) or that occur within a scheduled maintenance window (ex. software upgrades) or unscheduled emergency maintenance window are excluded from network availability calculations.

Network Logical Path means a virtual network that connects between two serving Central Offices

Permanent Virtual Circuit means a virtual circuit used to establish a long-term connection

POP (Bell Canada Point of Presence) is a serving Central Office (CO) with Provider Edge (PE) equipment installed in it

Scheduled Maintenance means the maintenance windows Sundays from 2:00 am – 6:00 am Eastern Time and Tuesdays from 2:00 am – 6:00 am Eastern Time during which times Bell may perform maintenance on the Service

Service Availability means the measurement of an average availability across all SLA Eligible Network Logical Paths within one calendar month and for greater certainty excludes Excluded Downtime. Service Availability is measured and reported as a percentage and evaluated for compliance monthly. In the case of a hub outage, the outage is measured as a single event. Service Availability is calculated monthly by subtracting total Outage Time from Minutes/Month

$$\text{Service Availability} = \frac{\# \text{ of SLA Eligible Network Logical Paths X available Minutes/Month} - \text{Total Outage Time}}{\# \text{ of SLA Eligible Network Logical Paths X available Minutes/Month}}$$

Service Availability Objective means the measurement of an average availability across all SLO Eligible Services within one calendar month and for greater certainty excludes Excluded Downtime. Service Availability Objective is measured and reported as a percentage and evaluated for compliance monthly. In the case of a hub outage, the outage is measured as a single event.

Service Credit means those credits owing to Customer in accordance with section 4(c) of this Service Schedule

Shared access is a logical separation of two distinct services (Business Internet Dedicated and Ethernet Inter-networking) on the same physical access i.e. Ethernet

SIP (Service Interface Point) means the points of demarcation and specifically the Bell Ethernet ports facing Customer on the Bell owned terminating equipment.

SLA Eligible Network Logical Paths means EI Dedicated (Sustained and Premium) and EI Private.

SLA Trouble Duration means the aggregate time between the failure of the SLA Eligible Network Logical Paths to provide Services between SIP's and the re-establishment of Services between the SIP's as documented in a Bell Measured Trouble Ticket

SLO Trouble Duration means the aggregated time between the failure of the SLO Eligible Services to provide Service between SIP's and the re-establishment of Services between the SIP's, as documented in Bell Measured Trouble Tickets

SLO Eligible Services means EI Burstable and EI Dedicated (Basic)

Static IP Address means an address that is permanently assigned on the Internet

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T1 (1.544mbps) megabit per second means a technology access operating at 1.544 megabit per second

Tier has the following meaning

Tier	Description*
1	High density Urban area
2	Medium density Urban area
3	Low density Rural area
4	Rural Areas

* as determined by Bell

Total Downtime means the total aggregated Downtime per calendar month

T1 (1.544mbps) megabit per second means a technology access operating at 1 544 megabit per second

Unscheduled Emergency Maintenance means any maintenance activities performed in the Bell network as a result of a Threat or an Emergency. A Threat is defined as a situation or condition that would not normally cause an outage to a customer but introduces a very low risk to services or may lead to a brief service interruption. Examples include optical cable splicing, contractor working near Bell fibre cables or applying a required software upgrade from an equipment vendor



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Appendix 2. Customer Requirements

- a) In cases where access to the Business Internet Dedicated is provided via DSL technology, Customer must provide the local access which must be independent of any digital switching or terminating equipment. If Customer cannot provide Bell Canada with the local access, then Bell Canada will charge \$35.00 per month per access, plus a \$100 installation charge
- b) Where Customer provides the CE device
- 1 All CE devices shall be in good operating condition and it shall be Customer's responsibility to maintain all CE devices in accordance with Bell's and the manufacturer's recommendations
 - 2 Customer may be required to upgrade or replace the Operating System (OS) or all or any part of the CE device if
 - i) In Bell's opinion, acting reasonably, the OS or CE device impair Bell's ability to meet the applicable SLAs, or
 - ii) During the Service Term, the manufacturer, for whatever reason, ceases to support Customer's OS or CE device, Bell will notify Customer if an upgrade or replacement is required
 - 3 Upon receipt of a request from Customer, Bell may, in its sole discretion, and at Customer's expense
 - i) repair any problems caused by Customer or by a third party, or other externally caused problems,
 - ii) move existing equipment install additional equipment
 - iii) update and/or upgrade existing equipment
- Charges for all preceding services will be invoiced at Bell's prevailing rates
- Bell may take any reasonable steps to mark or otherwise identify any equipment. Such markings shall be retained on any CE device to provide for subsequent maintenance. Any attempt to remove such markings shall permit Bell to terminate this Service Schedule
- 4 Bell may terminate this Service Schedule or the Service, in whole or in part, upon the occurrence of any of the following events.
 - i) any CE device has been serviced, installed, altered, repaired or relocated by any party other than Bell or a Bell Provider,
 - ii) any CE device has been transferred in title without the written consent of Bell (which consent shall not be unreasonably withheld),
 - iii) any CE device does not function properly as a result of mishandling, abuse, misuse, improper storage or operation, installation or maintenance by any party other than Bell or a Bell Provider,
 - iv) any CE device has been damaged by any external cause whatsoever including use in conjunction with equipment which is electronically or mechanically incompatible, or
 - v) any CE device has not been used continuously in accordance with environmental conditions stipulated by both Bell and the manufacturer of the CE device
 - 5 Should a replacement CE device or components of the CE device be necessary, the replacement CE device or components thereof shall be charged to Customer at Bell's prevailing rates
 - 6 If Customer fails to comply Section b), if a CE device does not function properly for any reason not attributable to Bell or if Customer fails to upgrade or replace any part of the CE device, as directed by Bell, Bell shall be excused from its obligations under this Service Schedule, including the SLOs and/or SLAs, if applicable, until such time as Customer complies with this Section b), the upgrade or replacement is completed to Bell's satisfaction or the CE device functions properly

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Appendix 3: Acceptable Use Policy

Please reference the Internet Acceptable Use Policy as it appears as Appendix 3 to the fully executed IPVPN Service Schedule with agreement # 1-756887878-32

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APPENDIX #3 to the HOSTED INTERNET SERVICE SCHEDULE
**MSS MANAGED NETWORK PROTECTION SERVICE SCHEDULE
TO MASTER COMMUNICATIONS AGREEMENT – NON-TARIFFED**

Customer Name:
Target Canada Co

Capitalized terms used but not defined in this Service Schedule have the meanings given to them in the Master Communications Agreement Non-Tariffed ("Agreement") or are defined in the Glossary of Terms attached at Appendix "A" attached hereto

1. TERM:

- (a) **Initial Service Term:** The Initial Service Term is Select 1,2,3,4, or 5 years beginning on the first day the Services (as defined below) are made available to Customer (the "Initial Service Term") Billing cycle will begin upon customer's written acceptance of solution environment of said Services.
- (b) **Service Renewal Term:** Upon expiry of the Initial Service Term there shall be automatic consecutive renewal terms each 12 months in length (each a "Service Renewal Term") to a maximum of 2 Service Renewal Terms after which time if Customer wishes to continue to receive the Services, Customer will need to sign a new Service Schedule (the Initial Service Term and the Service Renewal Term collectively, the "Service Term") If Customer does not want the Service to renew at the end of the Service Term, Customer must provide Bell with a notice of non-renewal at least ninety (90) days prior to the end of the Initial Service Term, or the Service Renewal Term, as applicable.
- (c) **Use of Services beyond Service Term:** If 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 so long as Customer receives the Services

2. SERVICES:

Description of Services: Bell offers a comprehensive and adaptable solution for Managed Network Protection Services The solution provides managed security services for Firewall, VPN, IDS/IPS, and Managed SIEM (removed devices) Further details are found in Appendix B – Service Level Descriptions

(i) General Managed Network Protection ("MNP") Services

7x24x365 Monitoring staffed, secured and logically / physically separate security operations environment for the management of security and incident requirements, device related monitoring / management of security appliances is performed through the network operations team(s)

Incident Response upon detection or notification of an Operational Exception remediation steps are taken to replace equipment in the event of device failure or security operations will find a resolution for a security related attack or vulnerability exploit Actions will be taken varying on the device being managed

Note: During emergency situations, patches & updates may be applied without testing to rectify a high risk situation Testing of patches and updates will be performed separately and any corrective action will be taken if required after the emergency is over.

Vulnerability Management provides a service to test any patches or updates prior to their implementation, also provides proactive changes and updates to device configurations based on current security incident trends as identified in security advisory lists and/or as seen in the overall security landscape of devices being managed by Bell

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Change Management process allowing Customers to either pay as you go for changes or receive bundled packages of pre-purchased activities referred to as "Bundled MACDs" as reflected in the Change Management Catalogue attached as Appendix C. Additional fees apply to expedited and after Regular Business Hours change requests, these fees are reflected in the pricing section of this Schedule.

Security Integrity Enforcement / Checks prior to the implementation of a Customer requested or Bell driven change, the change is evaluated ensuring that it does not introduce unintended vulnerabilities to the device configuration.

Note: In the event that Customer request must be made despite a weaker security policy, a written acceptance is required from Customer prior to making changes.

Reports incident or change management request and optional capacity & performance reports are available via a Secured Web Portal. Granular and correlated reports are available separately by acquiring the Security Incident and Event Management Service (Managed SIEM).

SLOs are standard for the Managed Network Protection Services listed in this Schedule. The SLOs relate to the incident resolution, escalation and implementation activities provided by Bell to Customer. The SLOs exclude all 3rd party guarantees including vendor on-site device replacement. Details of SLO related activities are described in Appendix B Section 2 (g) of this Schedule.

SLAs are available as an option for one or more of the Managed Network Protection Services listed in this Schedule. The SLAs relate to the incident resolution, escalation and implementation activities provided by Bell to Customer. The SLAs exclude all 3rd party guarantees including vendor on-site device replacement response times. Details of SLO / SLA related activities are described in Appendix B Section 2 (g) of this Schedule.

Bell Helpdesk / Single Point of Contact Customers have a Bell single point of contact for all inquires or change requests. A secured online Web portal solution is also available allowing Customers to make change requests online. The secured online Web Portal may not be available depending on region being serviced. In the event that web portal services are not available, manual monthly reports are made available to Customers.

Welcome Package a welcome package is provided to Bell's Customers during the initial implementation of the services by Customer.

- (i) **Managed Firewall Service:** is a subset of the Managed Network Protection Service providing firewall management, implementation and granular configuration activities. The service supports a wide range of configurations and topologies including: High Availability (Active / Passive), Load Balancing (Active / Active), dynamic routing, security policy hardening and associated changes / updates, MACD activities as identified in the Change Management Catalogue. The managed Firewall Service includes VPN services on the same device at no additional charge, if there are Firewall and VPN requirements. Virtual Firewall Contexts are supported.
- (ii) **Managed VPN Service:** is a subset of the Managed Network Protection Service providing VPN management, implementation and static device configurations activities. The service supports a wide range of topologies including: High Availability (Active / Passive), Load Balancing (Active / Active), dynamic routing, security policy hardening and associated changes / updates, MACD activities as identified in the Change Management Catalogue. Virtual VPN Contexts are supported.
- (iii) **Managed IDS / IPS Service** is a subset of the Managed Network Protection Service providing IDS / IPS management, implementation and configuration activities. The service supports a wide range of configurations and topologies including: IDS/IPS Catalogue modifications, White and Black List updates, Day Zero tuning, High Availability (Active / Passive), Load Balancing (Active / Active), dynamic routing, security policy hardening and associated changes / updates, MACD activities as identified in the Change Management Catalogue. Multiple Segments and Virtual Contexts are supported.
- (iv) **Managed SIEM/SIM Service:** is a subset of the Managed Network Protection Service providing SIEM/SIM management, implementation and configuration activities. The service supports a wide range of integrations, monitoring, and analysis including: Insider threat, Data loss detection, PCI compliance, SOX (C198) compliance as well as Day Zero tuning, content management, and Security Incident management. Optionally the service can be offered in High Availability (Active / Passive). Associated changes / updates are known as MACD activities as identified in the Change Management Catalogue.

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(b) **Bell Responsibilities:**

- Bell Shall
- I Use commercially reasonable skill and care in the provision of the Services to Customer subject to the Agreement and this Service Schedule,
 - II Use commercially reasonable efforts to commence the provisioning of the Services to Customer within four (4) weeks after the date of the execution this Service Schedule, provided that Bell shall have no liability should there be any delay in the provision of the Services;
 - III Perform all required implementation, staging, turn up or migration activities required
 - IV Schedule installation times for the "turn-up" of Services during Regular Business Hours, or as otherwise mutually agreed upon Installation outside of Regular Business Hours shall be subject to additional Fees, as set out in Section 3 of this Agreement
 - V Be responsible for network operation and availability up to the termination of Customer Equipment network access ports from the demarcation point. The demarcation points are the security appliances to be managed providing the service(s) described in this Service schedule Bell Managed Security Services is not responsible for any network operations or availability outside the Datacentre or past the demarcation, where network traffic may be transmitted over Bell provided, third party or a carrier diverse provided network
 - VI Be responsible for the physical environment, including physical security, environmental (i.e. HVAC), and power of Bell's Datacentre and Security Operations Center(s)
 - VII Notify Customer if equipment comes to End of Life or End of Sale.
 - VIII Notify Customer when security equipment vendor support requires renewal
 - IX Quote new equipment required for evergreen of Customer owned end of life security equipment under Bell's management.
 - X Quote vendor support for Customer owned security equipment under Bell's management as required
 - XI Upon receipt of a service termination request form, Bell shall use reasonable efforts to turn down / decommission equipment and services
 - XII Upon service termination, Customer data will be returned within 72 hours following the deactivation of the user's accounts. Customer data will be returned on tape(s) The tape is a DLT 35-70 compatible. Data can also be returned on CDs Labour time to transfer Customer data onto tape or CD will be invoiced on an hourly basis using Bell standard hourly rate Customer can provide tapes or blank CDs or can pay Bell to provide the blank media
 - XIII Provide Customer with a confidential user ID and password to enable Customer to receive or access the available reports electronically
 - XIV Provide access to the Web Portal for online access to available web-based Reports and Help Desk functions or alternately provide customers with manual monthly reports
 - XV Collect Configuration Data from the Managed Equipment for backup and delivery of Reports on the Web Portal
 - XVI Log and track Service requests for Move/Add/Change activities as further provided for under the Schedules to this Agreement
 - XVII Provide Customer with a backup file of most recent Configuration Data for Managed Equipment upon expiry of this Agreement.

(c) **Not Included in the Services:** The Services do not include any additional work outside the Services outlined herein. Any additional work shall be considered Out of Scope. If Customer wishes to enlist Bell's involvement or support for any of the items listed below, Bell will provide an amendment to this Schedule or a Change Request form as required with the activities to be undertaken, the estimated effort and associated costs

- I Customer Premise Rack / Space Power or cabling requirements
- II Changes that affect more than 1 peer device
- III Customer requested mass changes to the environment
- IV Network topology change requirements
- V Help Desk / Single Point of Contact Support for Non authorized Administrators or users
- VI On site Customer training
- VII Internet access and associated charges
- VIII Audit Certifications
- IX Audit Preparations for Compliance or Security Reviews – these activities are available via Bell's Professional Services teams as a separate engagement
- X Any other hardware, cabling, change or activity not specifically mentioned in this Schedule
- XI Malicious software or security vulnerability eradication
- XII On-site system or data forensic analysis

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(d) **Customer Responsibilities and Requirements:**

- i. Identify business management and Security contact for Single Point of Contact ("SPOC") for escalation purposes, SPOC is responsible for advising Bell of any changes within their organization
- ii. Complete all forms that are required for the implementation and configuration of the devices / services including
- a Details of network topology, security and configurations required to configure the Services
- iii. Ensure Customer's technical resources will be made available when required
- iv. Maintain licenses and support agreements for all Customer owned security equipment and related software; under Bell's management
- v. Support Agreements. Customer must maintain current a vendor on-site 7x24x4h support package or equivalent in order to maintain SLOs described in this schedule.
- a Customer may choose other support packages, including Next Business Day Advanced Replacement
- vi. Acquire new equipment prior to an element becoming end of life or determine equipment no longer necessary
- vii. Provide Bell with support contacts, and support information, for all third party software specific to the OS Install and Monitoring Service and/or any other Managed Service which has Bell supported agents software,
- viii. Determine and notify Bell of changes to traffic volumes and bandwidth requirements
- ix. Customer shall undertake all requisite steps to back up its systems
- x. For the physical environment, including physical security, environmental (ie HVAC), and power / space for the security appliances at Customer site(s)
- xi. Providing connectivity and/or accessibility security devices managed by Bell
- xii. General Internet/MPLS Connectivity
- xiii. Security Operations link(s) for remote management
- xiv. All Customer internal network connectivity
- xv. For locations provided with a Bell owned Surveillance Agent, provide at Customer's expense a dedicated 1FL (Voice/Data) Line within 6 feet of the placement of Bell Canada owned security appliance(s)
- xvi. Provide Bell security operations with IT Asset details for correlation service

Detailed Bell and Customer responsibilities are outlined in Section 4 and Appendix B of this Service Schedule

3. FEES AND CUSTOMER-SELECTED OPTIONS:

(a) **Services:** Customer agrees to obtain the following Service(s) from Bell

MSS Managed Network Protection Scope of Service

Customer has chosen to acquire the following MSS Managed Network Protection Services

(i) Geographic Boundaries

- _#_ Datacenter Sites
- _#_ Canadian Large City Sites (Main Offices)
Head Office of the Corporation must be in a Canadian location
- _#_ Canadian Small City / Remote Location Sites (Branch Offices)
- _#_ US Sites
- _#_ World Wide Sites

Export Restrictions may or may not apply

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(ii) Services

- Managed Firewall (with or without VPN requirements) for _#_ devices
- Managed VPN (static, hardened configurations) for _#_ devices
- Managed IDS Service for _#_ devices
- Managed IPS Service for _#_ devices
- Managed SIEM Service for _#_ devices

(iii) Additional Options

- Capacity & Performance Reports
- Capacity & Performance Reports with Analysis
- Active / Passive high availability for _#_ of devices
- Active / Active load balancing requirements for _#_ of devices
- Virtual or Multiple IDS/IPS segment(s) for _#_ of devices and a total of _#_ Virtual or IDS /IPS Multiple Segments
- Dynamic Routing _#_ of devices
- _#_ Bundled MACDs for devices being managed
- SLAs Required
- Additional Integrated Anti (x) or URL feature required for _#_ of devices with _#_ of features acquired per device
- Additional Integrated Use Cases for _#_ of devices with _#_ of reports

Any additional applications required, beyond the scope of this Service Schedule, will require an Amending Agreement or Change Order Request

(b) Fees: Based on the information selected in Section 3(a), Customer shall pay to Bell the following Fees

Managed Firewall Services (with or without VPN)

Number of Datacenter Locations	Total One-Time Charge	Total Monthly Subscription Charge
	\$	\$
Number of Main Locations	Total One-Time Charge	Total Monthly Subscription Charge
	\$	\$
Number of Branch Locations	Total One-Time Charge	Total Monthly Subscription Charge
	\$	\$
Number of US Locations	Total One-Time Charge	Total Monthly Subscription Charge
	\$	\$
Number of World Wide Locations	Total One-Time Charge	Total Monthly Subscription Charge
	\$	\$

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Managed VPN Services

Number of Datacenter Locations	Total One-Time Charge	Total Monthly Subscription Charge
	\$	\$

Number of Main Locations	Total One-Time Charge	Total Monthly Subscription Charge
	\$	\$

Number of Branch Locations	Total One-Time Charge	Total Monthly Subscription Charge
	\$	\$

Number of US Locations	Total One-Time Charge	Total Monthly Subscription Charge
	\$	\$

Number of World Wide Locations	Total One-Time Charge	Total Monthly Subscription Charge
	\$	\$

Managed IDS/IPS Services

Number of Datacenter Locations	Total One-Time Charge	Total Monthly Subscription Charge
	\$	\$

Number of Main Locations	Total One-Time Charge	Total Monthly Subscription Charge
	\$	\$

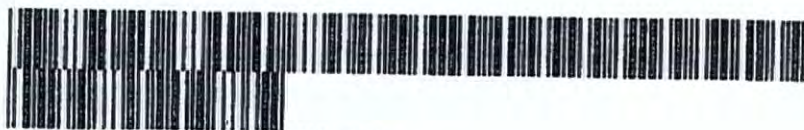
Number of Branch Locations	Total One-Time Charge	Total Monthly Subscription Charge
	\$	\$

Number of US Locations	Total One-Time Charge	Total Monthly Subscription Charge
	\$	\$

Number of World Wide Locations	Total One-Time Charge	Total Monthly Subscription Charge
	\$	\$

Managed SIEM Services

Number of Devices & Use Cases	Total One-Time Charge	Total Monthly Subscription Charge
	\$	\$



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Additional Service Options

Bundled Monthly MACDs** Non-cumulative	Total One-Time Charge N/A	Total Monthly Subscription Charge \$
Number of Devices with Capacity & Performance Reports	Total One-Time Charge \$	Total Monthly Subscription Charge \$
Number of Devices with Capacity & Performance Reports & Analysis	Total One-Time Charge \$	Total Monthly Subscription Charge \$
Number of Active / Passive Devices	Total One-Time Charge \$	Total Monthly Subscription Charge \$
Number of Active/Active Devices	Total One-Time Charge \$	Total Monthly Subscription Charge \$
Number of Virtual Contexts or IDS/IPS Segments	Total One-Time Charge \$	Total Monthly Subscription Charge \$
Number of Devices with Dynamic Routing	Total One-Time Charge \$	Total Monthly Subscription Charge \$
Number of Devices with Integrated Features	Total One-Time Charge \$	Total Monthly Subscription Charge \$

** Expedited MACDs where work begins within two hours of request have \$92.00 surcharge, after business hours MACDs are \$277 per MACD request, expedited and after hours MACDs are \$370.00 per MACD request, unbundled MACDs are \$139 00

4 **SERVICE LEVEL OBJECTIVE:**

- (a) **Service Commitments** Bell shall provide the Service in accordance with this Service Schedule and shall use commercially reasonable efforts to meet and maintain the following service level objectives ("SLO") Customer is not entitled to any refunds, credits or other remedies if Bell fails to meet an SLO, and that failure shall not be considered a default by Bell of its obligations under the Agreement The SLO for the Service availability for access and data in Single Device Solutions is 98%, Highly Available Solutions is 99.98% Further details on Service Levels described in Appendix B of this Schedule Section 2 (g)

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5 OTHER TERMS AND CONDITIONS:

(a) Services.

- i. Bell will provide and Customer shall have access to and may use the Services described herein, as ordered by Customer, during the Term and any Renewal Terms
- ii. Customer shall designate Authorized Users, who shall be employees or other representatives of Customer, and only Authorized Users may use the Services. If an Authorized User is not an employee of Customer, Customer shall execute and keep in effect agreements with such person(s) to bind them to the confidentiality and use restrictions contained in this Service Schedule
- iii. Customer shall not directly or indirectly (i) permit any third party except Authorized Users to use or have access to the Services, (ii) use the Services for the benefit of any third party, (iii) use the Services or any information in or from the Services to create any database, software or service that is similar to or competes with the Services, or, (iv) copy, distribute, modify, create derivative works of or translate any data or materials, including the Services and software, provided by Bell and its Provider pursuant to this Service Schedule. This Service Schedule does not convey to Customer any ownership rights in the Services, any information or materials provided by Bell or its Provider pursuant to this Service Schedule, or any intellectual property rights in the Services, which shall remain with Bell and its Provider
- iv. In the event Customer terminates this Service Schedule prior to the end of the Service Term without cause Customer shall pay to Bell a termination fee which fee shall be based on 50% of remaining fees

(b) Passwords.

Customer shall be responsible for maintaining the security of the passwords assigned and created and shall be responsible for requesting any password changes or updates. Passwords will not automatically be updated. Bell assumes no liability or responsibility for Customer passwords including misuse and security thereof. Bell shall be entitled to rely upon any directions received from Customer using a valid Customer password.



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APPENDIX A
 Definitions & Acronyms

In this Agreement, including its Schedules, the following words shall, unless the context clearly requires otherwise, have the following meanings

"Configuration Data" means those settings that govern the function of the Equipment which may change over the term of the Service.

"Extranet" means an Intranet whose boundaries extend to include suppliers and other entities with whom a conducts business

"Firewall" means a computer or computer software that prevents unauthorized access to private data (as on a company's local area network or intranet) by outside computer users (as of the Internet)

"IPS/IDS Sensor" means a security hardware/software system that monitors computer systems and network traffic and analyzes that traffic for possible hostile attacks originating from outside Customer's network and also for system misuse or attacks originating from inside Customer's network

"Internet" means a shared global network of routers linked by various transport technologies connecting millions of computers using the TCP/IP protocol suite

"Internet Service Provider" means a shared global network of routers linked by various transport technologies connecting millions of computers using the TCP/IP protocol suite

"Intranet" means a network based on Internet protocols and applications for use by a predetermined community of interest, usually a corporation

"IP Addresses" means an identifier for a computer or device on a TCP/IP network. Networks using the TCP/IP protocol route messages based on the IP address of the destination. The format of an IP address is a 32-bit numeric address written as four numbers separated by periods. Each number can be zero to 255. For example, 1 160 10.240 could be an IP address

"IT Assets" means information technology systems used to perform a business operation or hosts a business application

"Bundled MAC" means a single action for a rule change on the Managed Equipment equivalent to a maximum of 1/2 hour of time spent

"Managed Equipment" means the equipment as specified in this service schedule used by Customer as an electronic network security apparatus, filtering apparatus or reporting module

"NOC" means Network Operations Centre. This is a facility from which the Managed Network Protection Services are delivered

"Regular Business Hours" means 08:30-17:00 Eastern Standard Time Monday to Friday. All hours outside this time (i.e. 17:00-08:30 Eastern Standard Time Monday to Friday, 00:00-24:00 Eastern Standard Time Saturday and Sunday) are defined as non-Regular Business Hours

"SA" means the Surveillance Agent. This is a hardware device that is required to be installed at Customer's location in order to provide certain Services as described in this Agreement. This device provides optional secured out-of-band management and local security log storage

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"Security Policies" means is a set of objectives, rules of behavior for users and administrators, and requirements for system configuration and management that collectively are designed to ensure the security of computer systems in an organization

"Services" means the Managed Network Protection services, including, Installation and Configuration, to be provided by Bell Canada, as described in the Schedules attached with this Agreement

"Service Level" means the list of priority classifications in case of Service interruption, of Managed Network Protection Services This information is laid out in Schedule B- Service Levels

"Software" means the operating system software, the application software and the third party software, including all modifications, replacements, updates and enhancements of the foregoing

"SPOC" means Single Point of Contact and is the designated contact person within Customer organization that BELL CANADA interfaces with in providing support to Customer

"SSL VPN" means Secure Sockets Layer, which provides encrypted communications on the Internet SSL is layered beneath application protocols and is layered above the connection protocol

"Turn-Up" means the tasks associated with connection and commencement of Services following installation and configuration of devices

"Turn-Down" means the tasks associated with disconnecting and terminating services for a designated device

"Updates" means a release of Software or framework which consists of minor correctional, bugs, fixes and enhancements without substantial added functionality or features and which is generally denoted in the revision number by a change to the number is to the right of the first decimal point (e.g. a change from 2.0 to 2.1)

"VPN" means set of nodes on a public network such as the Internet that communicate among themselves using encryption technology so that their messages are as safe from being intercepted and understood by unauthorized users as if the nodes were connected by private lines

"Web Portal" means a web site, accessible via the Internet that provides Customer online access to reports, online change requests, and online helpdesk requests. In order to access the web portal, Customer must be using a web browser

Network Operations – Centralized, staffed monitoring and management location performing device, capacity and performance management

Security Operations – Security Operations is a physically segregated security operations center dedicated staffed 7x24x365

"End of Sale, End of Life" Are terms used by vendors to state that the product is no longer sold (End of Sale) or no longer supported (End of Life)

"Operational Exception" A situation where a device or service is either partially or completely inoperative

"Authorized Users" Customer identified individuals with the authority to make change requests or receive notifications regarding service disruptions

"Suspicious Network Activity" Network traffic patterns that are abnormal for Customer including but not limited to sudden spikes in traffic, large number of ports opened at perimeter firewalls, intermittent switch ports availability

"Use Case" used with the managed SIEM service captures a detailed requirement and then focuses on describing how to achieve a goal or task

"MSS SOC" means Managed Security Service Security Operations Centre This is a facility from which the Managed Security Services are delivered

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**APPENDIX B
 SERVICE DESCRIPTION**
1) GENERAL
a) Monitoring

i) NP The Bell Customer Help Desk shall monitor the Service from a remote Network Operations Centre (NOC) by encrypted Virtual Private Network (VPN) tunnel in accordance with Bell's Documented Security Policies. Bell will provide details of these Customers affecting / Customer related security policies as a separate document upon signature of the contract. Bell shall notify Customer SPOC of Service interruptions as further described in Section 2g) (Service Level Objectives) of this Agreement.

ii) Within the Managed SIEM service will provide notification of all security events once classified according to severity. Then, depending upon severity, notification will be sent within prescribed timeframes commencement from the time that the event has been classified.

P1 – CRITICAL IMPACT (NOTIFICATION WITHIN 15 MINUTES)

- Denial of Service Attack,
- Successful unauthorized access or impact on critical network infrastructure (e.g. routers, firewalls, servers, and IDS)
- Any indication that SOC resources have been compromised and are being used to attack other systems,
- Any other event that leads to the degradation of service or threatens the operational capability of the network (e.g. virus, worm, Trojan etc.); and
- Web defacements

P2 – ATTEMPTED ATTACK (NOTIFICATION WITHIN 1 HOUR)

- Attempted (unsuccessful) access to critical network infrastructure (e.g. routers, firewall, servers and IDS),
- Dedicated and directed attacks on network infrastructure that unsuccessfully attempts to exploit known vulnerabilities,
- Unauthorized vulnerability scanning originating from internal sources,
- Unauthorized penetration testing originating from internal sources, and
- Unauthorized software or processes detected running on resources.

P3 – MISCHIEVOUS ACTIVITY (NO NOTIFICATION, THESE ACTIVITIES CAN BE REVIEWED VIA NORMAL REPORTING)


- Port Scans,
- OS probes,
- Active fingerprinting,
- Use of common vulnerabilities tools against perimeter systems, and
- No specific but suspicious activity

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b) Maintenance

1 Bell shall

I Maintain the Managed Equipment in accordance with manufacturer's specifications as such are provided by manufacturer with the Managed Equipment at-time of purchase, including any ongoing revisions by manufacturer to such specifications,

II Install required software Updates for the Managed Equipment

2 Bell shall not be obligated to provide maintenance in respect of the Managed Equipment upon the occurrence of any of the following events:

I the Managed Equipment has been serviced, installed, altered, modified, repaired or relocated, whether inside or outside Bell's operating territory, by any person other than a Bell employee or Bell authorized personnel,

II the Managed Equipment displays defects which are cosmetic in nature and/or are the result of mishandling, abuse, tampering, misuse, improper storage or operation in a manner other than in accordance with the operating manuals, installation or maintenance by any person other than a Bell employee or Bell authorized personnel;

III the Managed Equipment has been damaged by any external cause whatsoever including, but not limited to flooding, power surges or failures, defective electrical work, transportation, fire, vandalism, failure of air conditioning or ventilating systems, use in conjunction with equipment which is electronically or mechanically incompatible or any other cause other than normal use;

IV the Managed Equipment for whatever reason, requires a modification, replacement, upgrade, enhancement or update that is not in accordance with the terms and conditions of this Agreement; or

V failure or malfunctions attributable to equipment or components external to the Managed Equipment

3 Maintenance activities shall be performed between 2 00 a m and 6 00 a m. EST on Sundays In the event maintenance activities shall adversely impact the Services, Bell shall notify Customer in advance Notwithstanding the preceding sentence, maintenance for emergency repair shall be carried out on an as needed basis without prior notice to Customer

c) Change Management – Moves, Adds, Changes, Deletes (MACDs)

1 Bell shall begin work on all Expedited MACDs within 2 hours of Customer's written request and all Standard MACs within 24 hours of Customer's written request Expedited MACDs incur additional fees

2. Where Customer's Services must be interrupted to perform any MACDs, the time will be scheduled on a case-by-case basis with Customer's consent.

3. Professional Services, which are not classified as a MACD, are outside of the scope of this Agreement. A separate Supplemental Services Schedule, pursuant to this Agreement, must be negotiated for such Services

d) Service Management

1 The Business Office

I is the single point of contact for.

a) Order processing

b) Customer profile maintenance

c) Billing inquiries (the Business Office logs and resolves all billing inquiries, performs all billing adjustments and escalates as required)

II Available from 9.00 a.m. and 5 00 p m.

2 Bell Customer Help Desk / Single Point of Contact and Web Portal

I Customer SPOC may initiate technical issues relating to the Services that cannot be resolved by Customer's internal help desk at either the Bell Customer Help Desk or Web Portal. Access to the Bell Customer Help Desk and Web Portal shall be as specified in Customer Welcome Package

II Bell Customer Help Desk and Web Portal shall escalate Service-related issues as required and in accordance with the MTTR's as further described in section 5h (Service Level Commitments).

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e) **Service Limitation**

For greater certainty, the Bell Customer Help Desk and Web Portal does not provide support for equipment or components other than the Managed Equipment

The Firewall, Secure VPN, SSL VPN features provides monitoring and reaction to Suspicious Network Activity attacks. Reaction means investigation of detected unauthorized access attempts, compromising an account of research, investigative steps, syslog data, for forensic purposes. Bell does not guarantee Customer's network will be free from unauthorized intrusions or attack. For greater certainty, Bell will have no liability whatsoever for any such intrusion or act.

The IDS/IPS Service feature provides monitoring and reaction to Suspicious Network Activity attacks. Reaction means investigation of detected intrusions, compromising an account of research, investigative steps, syslog data, for forensic purposes. Bell does not guarantee Customer's network will be free from unauthorized intrusion or attack. For greater certainty, Bell will have no liability whatsoever for any such intrusion or act.

The Managed SIEM service can only be able recommend containment actions and provide Syslog data to validate the success of those actions. The MSS SOC will not be able to recommend, eradicate or alter systems or perform system recovery exercises. Post security incident action such as the eradication of the vulnerability will be necessary to eliminate that incident from reoccurring. Actions such as system patching, removal of external inbound links (back doors) and others will be the responsibility of your Security and or Technical Authority. Notification to the Bell MSS SOC is then needed in order to adjust the correlation asset modeling of correlation tool.

f) **Service Levels - Responsibilities of Customer**

1. For Main Office or Data Center, Customer agrees to provide a 1FL analog telephone circuit within 6 meters of the equipment location
2. Customer shall supply the following information when placing a call to the Bell Customer Help Desk
 - a) Customer Name,
 - b) Description of Problem,
 - c) Location or Access Restrictions,
 - d) Contact Person,
 - e) Contact Telephone number,
 - f) Alternate contact, if available, and
 - g) Any other pertinent information
3. Shall limit user ID and password only to the SPOC
4. Customer shall supply any changes on Customer's Internet Service Provider, including but is not limited to, contact name, phone number of Internet Service Provider, circuit details, IP addressing, connectivity details, location details and changes in Internet Service Provider
5. Customer shall provide 48 hours' written notice to the NOC for network maintenance that may affect the VPN connection to Customer site
6. Customer shall not disseminate any instructions provided by BELL CANADA in connection with the Services to an individual or personnel other than the SPOC and shall ensure that the SPOC follows established procedures including but not limited to use of system, problem reporting and Bell Customer Help Desk help desk protocols,
7. Customer shall allow BELL CANADA to apply all Updates provided for under this Schedule
8. Customer shall allow BELL CANADA to retain full control of the Managed Equipment, including but not limited to read and write access managed by BELL CANADA

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2) SERVICE DESCRIPTION

SERVICE FEATURE OVERVIEW

As a precondition for receipt of Managed Network Protection Services (the "Services"), Customer shall have the Managed Equipment installed at its sites as stipulated in this Service Schedule. The Services comprise the following:

a) VULNERABILITY ASSESSMENT

The vulnerability assessment provides an external view of Customer's network perimeter and is limited to 10 Public (External) IP addresses. For greater certainty, Bell shall not be required to implement any recommendations set out in the assessment.

Excluded are Vulnerability Assessments from the Managed SIEM Service.

b) CONFIGURATION

- 1 Bell shall configure the Firewall appliance as agreed to by Bell and Customer ("Firewall Configuration")
- 2 Bell shall configure the Security appliance (Firewall and/or Secure VPN) and VPN Tunnels as agreed to by Bell and Customer ("Firewall/Secure VPN Configuration")
- 3 Bell shall configure the SSL VPN Security appliance and VPN Tunnels as agreed to by Bell and Customer ("SSL VPN Configuration")
- 4 Bell shall configure the IDS/IPS Security appliance and monitored segments as agreed to by Bell and Customer ("IDS/IPS Configuration").
- 5 Bell shall tune the IDS/IPS Sensor, by classifying an alert as "true", "false" or incapable of classification, as required, and document the parameters of the final configuration. Bell will spend to a maximum of 10hrs over the course of two weeks fine tuning the IDS/IPS sensor removing false positives.

c) 24 x 7 TECHNICAL SUPPORT AND FAULT RESPONSE

- 1 Bell will on a twenty-four (24) hours/day by seven (7) days/week basis
 - (a) provide technical support to Customer for problems with the Service, and
 - (b) liaise with Customer to resolve such problems
- 2 Faults originating from Customer's actions or requiring the actions of other service providers are beyond the control of Bell and as such are specifically excluded from the fault response times in Clause 4 (a) 2 above

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d) PROACTIVE MANAGEMENT PROCESS

- 1 Bell's documented process leverages the principles stated in ITIL, ISO, SOx, and PCI
- 2 Bell proactively updates Customer equipment based on potential vulnerabilities as seen throughout Bell's Customer base and/or World-wide patterns
- 3 Provides testing of patches before applying them to a Customer environment, applies stable / required patches on Customer devices through maintenance windows. Emergency maintenance windows are scheduled with Customer in the event of an immediate requirement
- 4 Single Point of Contact verification / authorization controls for all Change Requests

All Change Requests will be fully documented (Remedy), with description of the activity and estimate of current or expected service impact

Change requests have 2 main categories: Bundled simple Type I changes or Billable Professional Services or Type II changes

All billable or Type II changes will be mutually agreed to between Customer and Bell Canada. Bell's Security Operations Center will provide an Amending Agreement or MACD Change Request form for Customer sign-off. Customer will sign-off both the request and acknowledgement that the activity is complete.

Service Limitation: The SOC does not provide support for client owned and other 3rd party developed applications, external components such as desktops, user dial-ups, PSTN, cables and services and networks on the Internet at large

e) SECURITY STANDARDS

Bell commits to meeting the following security ngors:

- (1) Use strong authentication on all remote monitoring communications
- (2) Have a secure out-of-band management mechanism at any Main Office or Data Center
- (3) Test and securely deploy patches via automated systems
- (4) Have strict security controls for the management of physical documents and electronic storage of confidential information
- (5) Maintain log and document information as required by law including but not limited to retention guidelines
- (6) Having secured facilities with auditable security controls including physical, electronic, personnel and business control standards
- (7) Maintain personnel security background checks
- (8) Maintain personnel training & certification
- (9) Device configuration backups – prior to each change to be made, securely store last known good configuration file
- (10) Follow established security process to identify and validate requestor for any Customer driven change requests

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f) SECURED WEB SITE

Bell Canada will provide the following online reports / information

- (11) Near real-time tickets documenting incidents, proactive maintenance patches/updates or change requests
- (12) Capacity and performance per device being managed. Note a cluster will be deemed to be a single device
- (13) Aggregate per-device uptime data on a monthly basis
- (14) Top 10 IP addresses accessed per location
- (15) Top 10 Service Port Numbers used per location
- (16) Aggregate count of external connection attempts dropped
- (17) Aggregate count of authentication failures
- (18) Managed IDS/IPS specifically Aggregate count of failed intrusion attempts
- (19) Managed SIEM reports as defined within each custom Use Case

Please note: Report data is based upon available information based on actual device / connectivity limitations. Additional Managed SIEM data reports are defined within additional Use Case(s)

Change Requests: Customer may make change requests via this secured portal

g) SERVICE LEVEL OBJECTIVES

- (20) Service Level Objectives are for the time taken by the activities related to the Security Operations Center Hardware replacement of security devices are excluded and determined by the type of vendor onsite support package acquired by Customer
- (21) 24 x 7 Technical Support and Fault Response
- (22) Problem Tracking

All reported service problems will be fully documented (Remedy), with description of the incident and estimate of current or expected service impact. Upon reporting a problem, a ticket will be opened and a reference number supplied to Customer.

Service Limitation. The SOC does not provide support for client owned and other 3rd party developed applications, external components such as desktops, user dial-ups, PSTN, cables and services and networks on the Internet at large.

(23) Incident Notification/Status

Customer will be kept updated of their problem status promptly and regularly. Customer will be contacted initially within 30 minutes for the first update (IRT) and then on an hourly basis until resolution. Further updates will be made pursuant to changes in the status of the ongoing investigation or the client's request.

(24) Trouble Escalation

Issues will be managed to successful resolution through 3 levels of escalation. Tickets that cannot be closed by Level 1 within the objective times will be referred to Level 2 Operations staff. Level 2 support staff has advanced network operations experience and training and the authority to engage whatever parties are warranted. In the event the problem cannot be resolved within allotted time at level 2, it will be escalated to level 3 and notification of the service interruption is provided to the Service Manager.

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(25) Response times

Classification	Service Affected	Service Degraded	Service Transparent
Level 1 (Security Operations Service Desk) Technical specialist	½ hour	2 hours	4 hours
Level 2 Senior expertise and Service Desk Supervisor	2 hours or less	4 hours	8 hours
Level 3 Service Manager	4 hours	8 hours	16 hours

(26) Security Appliance Uptime Service Level Objective

Bell will make a reasonable commercial effort to maintain the equipment free of operational faults as follows

Single device – 99.4% monthly uptime SLO

Highly Available Device Pair or Cluster – 99.99% monthly uptime SLO for the cluster or 99.4% uptime per device in the cluster

h) ARCHIVING

Archiving of raw collected security logs is done at one of the local Customer locations by placing these logs in a Bell owned/provided Surveillance Agent appliance

The logs are collected in this appliance until the appliance is full and then provided to Customer for permanent storage, usually by burning a CD-ROM or by connecting directly to a Customer owned server

i) SLO EXCEPTION

(27) The Service Level Commitments described in this Section 4 shall not apply in the following cases (i) during periods of Planned Maintenance or emergency maintenance, periods of non-availability due to force majeure or acts or omissions of either Customer or a third party, and, (ii) during any period of suspension of service by Bell in accordance with the terms of the Agreement or where Customer is in breach of the Agreement.

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APPENDIX C – CHANGE MANAGEMENT CATALOGUE

The following are considered to be part of the contracted bundled MACD activities:

- 1) AAA Server Configuration in a Device
- 2) ACL – Layer 2
- 3) ACL – Layer 3
- 4) ARP – Static
- 5) CDP – Global
- 6) DHCP Address Reservation or Exclusion
- 7) DHCP Scope
- 8) DNS Entry
- 9) Dynamic Routing Protocol -Simple
- 10) Firewall – Client 2 Business VPN tunnel (C2B)
- 11) Firewall – Security policy
- 12) GRE Tunnel
- 13) Hostname Change
- 14) IDS ACL Update
- 15) IDS Category Update
- 16) IPSEC VPN - B TO B
- 17) Layer 3 Interface – Firewall
- 18) Layer 3 Interface - Simple
- 19) NAT – Global
- 20) NAT – Static Entry
- 21) Netflow - Global
- 22) NTP
- 23) Operational MAC
- 24) Policy-Based Routing
- 25) Pre-Shared Key in SSID
- 26) Route in a Routing device – Locally Significant
- 27) Route-Maps for Policy-Based Routing
- 28) Support Level 2 & 3 Change Management (Remote)
- 29) Temporary Modification of the Severity Level of a Device
- 30) - VRF-Lite Instance


Any items not listed in this catalogue are separate billable activities either billable MACDs or Professional Services Engagements based on complexity and/or volumes of the tasks requested.

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APPENDIX #4 to the HOSTED INTERNET SERVICE SCHEDULE

MANAGED INFRASTRUCTURE SERVICE FOR NETWORK SERVICE SCHEDULE
TO MASTER COMMUNICATIONS AGREEMENT – NON-TARIFFED

Customer Name:
Target Canada Co.

Capitalized terms used but not defined in this Service Schedule have the meanings given to them in the Agreement.

This schedule sets forth the general terms and conditions applicable to the Managed Infrastructure Service for Network (the "Service") to be provided to Customer by Bell

1. **TERMS**
 - (A) **Initial Service Term:** The Initial Service Term is [Specify contract term in years] year(s) beginning on the first day the Services are made available to Customer or installed and ready for use, as applicable.
 - (B) **Service Renewal Term:** Unless one party provides notice to the other as set forth below, this Service Schedule will automatically renew at the end of the Initial Service Term on the same terms and conditions for consecutive renewal period(s) of one (1) year each. Each renewal period is defined as a "Service Renewal Term", and the Initial Service Term and any Service Renewal Term(s) are collectively referred to as the "Service Term". Either party may provide written notice to the other party, at least thirty (30) days in advance of the expiration of the relevant Service Term that it does not intend to renew this Service Schedule. In such event, this Service Schedule will expire or terminate on the date that the Service Term expires or terminates.
 - (C) **Use of Services beyond Service Term:** If Customer has sent a notice of non-renewal but for any reason continues to receive and use the Service after the expiry of the Initial Term or final Renewal Term, the terms and conditions of the Agreement including this Service Schedule shall continue to apply for so long as Customer receives the Services, except that the Fees shall be the month-to-month fees for the Service in effect from time to time.
2. **SERVICES**
 - (A) **Definitions** A glossary of terms is set out in the Appendix 1 Glossary of Terms. These terms apply throughout this Service Schedule.
 - (B) **Description of the Services**
 - (i) Bell will provide secure, web-based access to Customer's reports that are provided in accordance with the Service. Note that while Bell will make commercially reasonable effort to keep Customer's network information secure, Customer is responsible for ensuring that the user IDs and passwords are kept confidential. Bell does not assume responsibility for any damage directly or indirectly related to security breaches due to illegal use of secure passwords.
 - (ii) Bell will provide a bilingual Service Desk delivering a single point of contact and accountability for incidents, service requests, service updates and request for changes. Customers may communicate with the Bell Service Desk via phone or via the Bell Business Portal.
 - (iii) **Management Packages.** For each Managed Element, Customer shall select one of the management packages described below.
 - (a) **NetMonitor management package.**
 - Surveillance: Surveillance is the remote monitoring of the designated Managed Elements for relevant alarms and failures.
 - Incident Notification: Bell will notify Customer whenever an alarm or failure condition is discovered ("Incident"). In case of an incident affecting multiple Managed Elements, Bell will use commercially reasonable efforts to notify Customer only for the root cause Managed Element.

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