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- (b) **NetControl management package**
 - **Surveillance** Surveillance is the remote monitoring of all designated Managed Elements for relevant alarms and failures
 - **Incident Notification** Bell will notify Customer whenever an Incident is discovered in case of incident affecting multiple Managed Elements, Bell will use commercially reasonable efforts to notify Customer only for the Incident on the root cause Managed Element
 - **Incident Management** Bell will use commercially reasonable efforts to isolate the source of the Incident. Bell will be accountable for troubleshooting incidents and restoring the Managed Elements for which Bell has control. The Service will identify, classify and activate Bell or third party providers or Customer to resolve Incidents
 - **Problem Management.** In addition to simple Incident Management, Bell will periodically review event trends to identify commonality in Incidents
 - **Post-Incident Reviews** Following major Managed Element out of service Incidents, Bell will produce a Post-Incident Review with the assistance of Customer to ascertain the root cause and source of the Incident with an action plan
 - **Incident Reporting** Bell will provide the following reports: Mean Time to Notify (in the form of a monthly average) and Mean Time to Restore the Service (in the form of a monthly average)
 - **Change Management** ensures that Changes introduced into the managed environment undergo thorough analysis in order to ensure maximum availability. Bell will perform the Moves, Adds, Changes and Deletions ("MACDs") for all Managed Elements as outlined in section 3(B)
 - **Configuration Management** The Service will maintain a database and topology of Customer's physical and logical managed environment. Bell will also regularly capture, verify and back up Managed Element configuration images as supported by the technology
 - **Asset Management** Bell will maintain a database of Customer assets (i.e., Managed Elements). Bell will produce a monthly report listing the Managed Elements

- (iv) **Optional Features:**
- (a) Some of the optional features listed below may not be available on every device. Customer may subscribe or unsubscribe to optional features by issuing a Change Request through the change management process and by paying the associated One Time Charges and Monthly Recurring Charges. During the initial Soak Period, the One Time Charge related with such Change Requests is waived for the associated Managed Elements

- (b) The One Time Charges and Monthly Recurring Charges associated with each Optional Features are set out in section (A)
- (c) The table below identifies the Optional Features available under each Management Package

Optional Features	Management Packages	
	NetMonitor	NetControl
Customer notification	X	X
Read access to a Managed Element		X
Read/Write access to Managed Element via SNMP		X
Device data collection and reporting package	X	X
Device capacity & performance analysis		X
Device threshold management		X
Interface data collection and reporting package	X	X
Interface capacity & performance analysis		X
Interface threshold management		X
Internal probe data collection and reporting package	X	X
Internal probe capacity & performance analysis		X
Internal Probe threshold management		X

- (v) **Description of the Optional Features**
- (a) **Customer notification** Customer can select the delivery media of the notification related to incidents, service request completion and change request completion for each managed device. The available delivery media are (i) telephone call notification, (ii) email notification, (iii) Short Message Service (SMS) and (iv) no notification. All delivery media may not be available for every type of events
- (b) **Read access to a Managed Element** Customer will be granted read access to the Managed Element to view the general configuration
- (c) **Read/Write access to Managed Element via SNMP** Customer will be granted read and write access to the Managed Element. Bell does not offer SLAs on Managed Elements subscribing to that option

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- (d) **Device data collection and reporting package** Bell will collect capacity and performance data on the Managed Element subscribing to this option. The statistics collected and the reported key performance indicator ("KPI") will vary according to the device type and technology. Customer can device the Managed devices in up to five capacity and performance report groups, a given Managed Element can belong to more than one group. Customer has the choice between the reporting packages listed below:
- **Basic** Monthly executive summary report at the group level of selected KPIs
 - **Enhanced** Roll out of daily, weekly and monthly reports of selected KPIs at the group level
 - **Advanced** Roll out of daily, weekly and monthly reports of selected KPIs at the group level and on demand reports at the Managed Element level
- (e) **Device capacity & performance analysis** A Bell senior network engineer will produce a monthly capacity and performance review for the subscribed Managed Elements. The Advanced report package is a prerequisite.
- (f) **Device threshold management** A Bell senior network engineer will analyse Customer network during the Soak Period to establish a baseline of the capacity and performance threshold. Whenever a significant threshold is met, an Incident will be generated and Customer will be notified accordingly. The thresholds are set only on the subscribed Managed Elements. The Advanced report package described above is a prerequisite.
- (g) **Interface data collection and reporting package** Bell will extend the collection of capacity and performance data on the Managed Element interfaces subscribing to this option. The statistics collected and the reported key performance indicators may vary according to the type of interface and technology. The interfaces of a given Managed device belong to the same report group as that Managed device. Customer has the choice between the reporting packages listed below. The same report package, if any, must be selected for the Managed device and the associated interface(s):
- **Basic** Monthly executive summary report at the group level of selected KPIs
 - **Enhanced** Roll out of daily, weekly and monthly reports of selected KPIs at the group level
 - **Advanced** Roll out of daily, weekly and monthly reports of selected KPIs at the group level and on demand reports at the Managed Element level
- (h) **Interface capacity & performance analysis** A Bell senior network engineer will extend the monthly capacity and performance review to the subscribed Managed Element interfaces. Advanced report package on the interfaces is a prerequisite. Capacity and performance analysis on the corresponding Managed Element is a prerequisite.
- (i) **Interface threshold management** A Bell senior network engineer will extend the threshold management to the subscribed Managed Element interfaces. Advanced report package on the interfaces is a prerequisite. Threshold management on the corresponding Managed Element is a prerequisite.
- (j) **Internal probe data collection and reporting package** Bell will extend the collection of capacity and performance data to the internal probe defined in the Managed Element subscribing to this option. The statistics collected and the reported KPI may vary according to the type of internal probe and Managed Element. The internal probes of a given Managed device, belong to the same report group as that Managed device. Customer has the choice between the reporting packages listed below. The same report package, if any, must be selected for the Managed Device and the associated internal probe(s):
- **Basic** Monthly executive summary report at the group level of selected KPIs
 - **Enhanced** Roll out of daily, weekly and monthly reports of selected KPIs at the group level
 - **Advanced** Roll out of daily, weekly and monthly reports of selected KPIs at the group level and on demand reports at the Managed Element level
- (k) **Internal probe capacity & performance analysis** A Bell senior network engineer will extend the monthly capacity and performance review to the subscribed Managed Element internal probes. Advanced report package on the corresponding internal probes is a prerequisite. Capacity and performance analysis on the corresponding Managed Element is a prerequisite.
- (l) **Internal Probe threshold management** A Bell senior network engineer will extend the threshold management to the subscribed Managed Element internal probes. Advanced report package on the internal probes is a prerequisite. Threshold management on the associated Managed Element is a prerequisite.
- (C) **Service Demarcation**
 The Service terminates on the interfaces (a k a ports) of each Managed Element of Customer Solution. Bell shall only be responsible to manage Managed Elements that are recorded and identified as such in Bell's inventory records.

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(D) Not included in the Services

- (i) Unless otherwise agreed to through the Change Management process set forth in section 3(B), the Service does not include management of any Customer device not added through the Change Management process
- (ii) An in-band network connection must be ordered and paid for by Customer between Bell designated Network Operations Centre and the closest core Customer router under Bell management to permit network surveillance to take place (the "Management Link") This circuit is to be not less than 1Mbps, but may be required to be larger depending on the size of Customer network and chosen options Bell retains the right to designate the appropriate size of the management circuit and to request changes to that circuit when necessary Bell recommends the use of redundant Management Link to avoid a situation where Bell fault management systems cannot monitor the Managed Elements
- (iii) Customer shall purchase maintenance of the Managed Elements separately, either from Bell, or from a third party provider in accordance with Customer's Responsibilities listed in (E) below
- (iv) All physical changes to the Managed Elements will be performed under the terms and conditions of the maintenance contract and / or performed by a Customer representative

(E) Customer Requirements and Responsibilities

Failure of Customer to comply with the following terms may result, in Bell's sole discretion, in Bell being relieved from its obligation to meet Service level terms (including SLOs and SLAs) and/or termination of the Service

- (i) Throughout the Service Term, Customer shall
 - Arrange for the implementation and ongoing support of the Management Link. In case of outage on the Management Link, Bell will notify Customer. Customer will be responsible to take the necessary actions to resolve the outage
 - Ensure the hardware and software of every Managed Element is covered by a Bell or by a TPMP as set out in Appendix 3 Third Party Maintenance Provider Responsibilities. The period of time needed by the maintenance provider to repair a faulty device will be considered as excusable downtime
 - At the request of Bell, provide a detailed list of devices and applications, associated topology diagrams and other information within a specified time period
 - Be responsible for providing an environment for the Managed Elements which complies with all recommended vendor specifications
 - Implement necessary corrective actions as recommended by Bell to remedy deficiencies that are deemed to have a negative impact on the network availability, reliability, performance, quality of service or Bell's management Service
 - Purchase major or minor releases as per recommendations from Bell and/or the Managed Element manufacturer
 - Allow maintenance windows for scheduled remote Patch implementations
 - Manage antivirus software in accordance with manufacturer best practices/recommendations
 - Provide a secure hosting environment which complies with vendor recommended power and environmental specifications for the Managed Elements. For additional fees, and at the sole discretion of Bell, Bell reserves the right to perform a technical audit to ensure environmental compliance at any time during the Service Term
 - Be responsible for following defined Change Management Processes described herein. Customer initiated Change Requests that do not follow the Change Management Process may result in additional charges
 - Be responsible for providing to Bell relevant third party information, and renewing and managing third party contracts
 - Provide documented site access procedures and contacts as agreed upon by authorized representatives of each party
 - Provide appropriate documentation, including but not limited to, confidentiality agreements, letter of authorization and designation of agency if Bell is to act on Customer's behalf (carrier, vendor, etc). An example of such document is presented in Appendix 2 Letter of Authorization and Designation of Agency of this Service Schedule
 - Provide and maintain relevant contacts list, escalation lists and appropriate read-write access, passwords and management accesses to all necessary Managed Elements
 - Adhere to Bell Problem, Release and Change recommendations made by Bell and provided to Customer during the Service Term

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- (ii) For NetMonitor devices, Customer shall be responsible for the following
 - Designating a prime Customer contact that has decision-making authority within Customer's organization to authorize Changes Site contacts will also be required to receive the notification of alarm condition
 - Applying the configuration change needed to enable Bell management systems to monitor each Managed Element
 - Customer must provide to Bell read access to each Managed Element For some Managed Element models, write access may also be needed
 - Informing Bell of any Customer activity that may impact Customer network and/or the Managed Elements
- (iii) For NetControl devices, Customer shall be responsible for the following
 - Providing accurate information about the Managed Elements Failure to properly disclose Managed Element asset and configuration information will result in Bell performing a network audit of Customer environment at Customer's sole cost and expense and charged in accordance with the Bell Change Management and Professional Service Rates set forth below in section 3(v)
 - Designating a prime Customer contact that has decision-making authority within Customer's organization to authorize Changes Site contacts will also be required to interface with Bell during Outages and Change implementations
 - For Managed Elements that have maintenance services provided by a third-party and not under contract to Bell, Customer must provide a Letter of Agency indicating Bell's right to dispatch technicians on Customer's behalf, as well as providing details regarding the service levels in place under the maintenance contract
 - Customer must provide control of access and enable passwords to Bell operations, for all Managed Elements within Customer Solution Access to Managed Elements is controlled and managed through a central Bell authority
 - Informing Bell of any Customer activity that may impact Customer network and/or the Managed Elements
 - Informing Bell of all network planning, engineering and design decisions that may impact Customer Solution and/or the Managed Elements
- (iv) In addition, for the Capacity Management options listed above, Customer is also responsible for
 - Assignment of a Customer prime contact to accept input and analysis from Bell internetworking personnel regarding suggested changes or upgrades to Customer Solution
 - Attending meetings with Bell personnel periodically to review the analysis of the performance data on the network

3 FEES, SITE ATTRIBUTES AND OPTIONAL FEATURES

(A) Fees Customer shall pay to Bell the following fees

(i) Setup Fees

	Setup Fees
Minimum set up fee per Implementation Phase (up to 10 Managed Element)	\$0
Additional device set up fee per device or ad hoc Managed Element addition or removal	\$0
Device certification (if applicable)	\$0

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(ii) Monthly recurring charges according to the Management Package of each Managed Element

Device Category	NetMonitor	NetControl
Edge / Low complexity device*	\$	\$
Distribution / Medium complexity device*	\$	\$
Core / High complexity device*	\$	\$
Network Appliance – Global controller*	\$	\$
Network Appliance – Hub / large appliance*	\$	\$
Network Appliance – Remote appliance*	\$	\$

* As determined by Bell depending on the complexity of the Managed Element

(iii) Monthly Recurring charge for the Optional Features

	Unit	Monthly Recurring Charge
Asset & Configuration management		
Telnet – Read Access	Device	\$
SNMP – Read/Write Access	Device	\$
Device level – Capacity and Performance		
Device – Data collection and reporting		
Basic reporting	Device	\$
Enhanced reporting	Device	\$
Advanced reporting	Device	\$
Device – Capacity management	Device	\$
Device – Threshold management	Device	\$
Interface level – Capacity and Performance		
Interface – Data collection and reporting		
Basic reporting	Interface	\$
Enhanced reporting	Interface	\$
Advanced reporting	Interface	\$
Interface – Capacity management	Interface	\$
Interface – Threshold management	Interface	\$
Internal probe – Capacity and Performance		
Internal probe – Data collection and reporting		
Basic reporting	Device	\$
Enhanced reporting	Device	\$
Advanced reporting	Device	\$
Internal probe – Performance management	Device	\$
Internal probe – Threshold management	Device	\$
Network Appliance – Data collection and reporting		
Basic reporting	Device	\$
Enhanced reporting	Device	\$
Advanced reporting	Device	\$
Customer notification		
Voice	Device	\$
Email, SMS, None	Device	0 00 \$

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(iv) Change Management rates

Service Request / Change Request Type	One Time Charge
Type 1 Change	100 00 \$
Type 2a Change	250 00 \$
Type 2b Change	300 00 \$
Type 2c Change	400 00 \$
Type 2d Change	Refer to Labour rates
Type 3a Change	250 00 \$
Type 3b Change	As per the project SOW
Type 4 Change	Refer to Labour rates
Service Request to subscribe or unsubscribe to the Threshold Management Optional Feature	Refer to Labour rates
Service Request to subscribe or unsubscribe to other Optional Feature	250 00 \$

* As determined by Bell depending on the complexity of the request

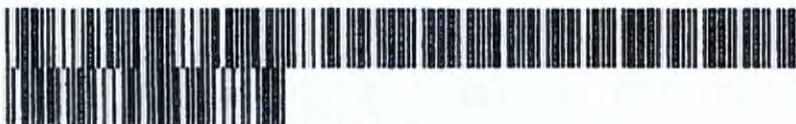
(v) Labour and professional service rates

Role	Hourly charge
Network architect	240 00 \$
Third level engineer, Program manager	240 00 \$
Project Manager	240 00 \$
Project Coordinator / Second level engineer	150 00 \$
On-Site Technician	150 00 \$

(B) Change Management

All Change requests by Customer must be submitted to Bell's Customer Care Centre in writing during Normal Business Hours ("Change Request"). The Change Request shall include a reasonably detailed description of the scope and nature of the requested Change, in a format approved by Bell. Bell will use commercially reasonable efforts to respond to a Change Request in writing or on the self-service portal indicating its ability to comply with the request, using commercially reasonable efforts and providing an estimate of any costs or fees or other requested changes to the Services Schedule. Customer shall then promptly indicate to Bell in writing written authorization to proceed with the Change Request. No Changes will be commenced without such written authorization. Payment of additional fees will vary depending on the type of Change as further detailed below. Bell will implement all Changes during Normal Business Hours. Change types set forth below are meant to be representative and not comprehensive. Final determination of the type of Change will be made at Bell's discretion at the time a Change Request is made to Bell. Customer will reimburse Bell for all reasonable out-of-pocket expenses incurred by Bell Canada in performing the Changes (including, without limitation, all reasonable travel, meal, lodging and mileage expenses) plus standard and applicable administration fees.

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(i) **Change classification**

- **Type 1 Change.** A Type 1 Change is defined as a simple remote configuration change to a Managed Element that has already been physically provisioned and is being remotely managed by Bell. The objective is to implement this type of Change within eight (8) business hours of the Change Request being completed and submitted. These Changes can be completed remotely since they are typically soft Changes that do not change a feature on a Managed Element and take less than 1 person-hour to complete. Every month, Customer will be granted an amount of free Type 1 Change equivalent to the total of managed device, unused free changes are not carried over to the next month. Bell automatically will re-classify Type 1 Change to Type 2 or Type 3 whenever Customer requests more than five (5) Changes to be implemented within the same business day.
- **Type 2 Change.** A Type 2 Change involves the act of physically implementing a Change to existing hardware or involves a configuration Change to the existing environment. This type of Change requires that a plan of action with associated deadlines be provided to Customer, complete with a firm cost estimate (based on Change Management and Professional Service Rates above) within five (5) business days of receipt of properly submitted and complete Change Request. These Changes include Managed Element feature changes, or may require coordination with an on-site technician or Customer technical resource. Whenever Customer requests five (5) or more Type 2 Changes that need to be coordinated or implemented within the same release window, the Change will be re-classified as Type 3 Change.
- **Type 3 Change (Project).** A Type 3 Change involves (a) any large scale Change that requires pricing analysis and the involvement of project teams for implementation, or (b) the addition or removal of Managed Elements to / from Customer network. Bell will provide Customer with an approximate implementation schedule along with associated fees. Schedule and fee quotations are anticipated to be provided to Customer within ten (10) business days of the final Change Request. Fees for parts and Services are to be determined on a project basis (based upon Bell's Change Management and Professional Service Rates) as further set out in writing between the parties. These Changes are generally large-scale in nature, may require a Project Manager and may necessitate design Changes to Customer's network.

(ii) **Change surcharge**

- **Expedited Changes.** In some instances, Customer may require a Change to occur earlier than the standard interval. Fees for Expedited Changes will be charged at 1.25 times the applicable Change Management Rates and Labour and Professional Service Rates set out in section (A). If applicable, the fees for parts will be incurred under the Terms and Conditions of Customer's maintenance contract with Bell or with a TPMP. Change to Customer network environment required to restore service due to an Outage does not constitute an Expedited Change.
- **Emergency Changes.** In some instances, Customer may require a Change to occur immediately and will not be able to wait for the times associated with normal Bell operating procedures. Fees for Emergency Changes will be charged at 1.5 times the applicable Change Management Rates and Labour and Professional Service Rates set out in section (A). The minimum fee is equal to four (4) hours of the Labour and Professional Service Rates of a Third Level Engineer set out in section (A). If applicable, the fees for parts will be incurred under the Terms and Conditions of Customer's maintenance contract with Bell or with a TPMP. Customer Change Requests made outside of normal business hours shall constitute an Emergency Change, and will be charged accordingly. Change to Customer network environment required to restore service due to an Outage does not constitute an Expedited Change.
- **Customer Performed Change.** In situations where Customer fails to inform Bell about adding or removing a Managed Element from their network, Customer will be charged a minimum of four (4) hours of the applicable Labour and Professional Service Rates set out in section (A) at 1.5 times such applicable rate.

(iii) **Order cancellation**

In situation where Customer wants to cancel an order before it has been executed, Bell will charge Customer the applicable One-Time Charge described in section (A) associated with the order.

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- (iv) **Addition and removal of Managed Element(s)**
 - **Service Schedule**
The Change Management process shall be used to add and remove Managed Element(s) throughout the Service Term of this
 - An Implementation Phase will be established for every addition or removal of a group of Managed Elements requiring coordination as determined by Bell and will be performed as a Type 3 Change. A Type 3 Change can include one (1) or more Implementation Phases. An Implementation Phase is always established for the initial set of Managed Elements.
 - Bell shall provide Customer with detailed billing reports on a monthly basis, identifying the current Managed Elements with the effective date of the addition or removal of each Managed Element that occurred during the billing period.
 - During the initial implementation Phase only, Customer will be alleviated from meeting the MMBC, as defined below.
 - For every Implementation Phase, a "Soak Period" of ninety (90) days will be established. During the Soak Period,
 - o The MTTN and MTTR SLA will not be applicable to the added Managed Elements added,
 - o The One Time Charge to enable and/or disable the service attributes, outlined in section 2(ii), and optional features, outlined in section 2(v), for the added Managed Elements will be waived.

- (C) **Minimum Commitment**
For the duration of the Initial Service Term and any Service Renewal Term, Customer commits to the following monthly billing minimum commitment:
Minimum Monthly Billing Commitment ("MMBC") _____ \$

In the event Customer fails to meet the MMBC, in any one month period after the Soak Period, Customer shall pay to Bell the difference between the total monthly [recurring] fees payable by Customer pursuant to section (A) of this Service Schedule and the MMBC, for each month during the Initial Service Term and any Renewal Service Term where the MMBC amount has not been met by Customer.

- (D) **Billing**
Unless otherwise stated, Customer will be provided with detailed billing reports for the Service at no additional cost.

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4 **SERVICE LEVELS**

(A) **Service and Service Levels by management category**

Management Category	Measurement	SLO/SLA	Target
Service Desk	Hours of operations	n/a	24h x 7d X 365d
Surveillance (Incident notification)	MTTN	Seventy 1 SLA	30 minutes
		Seventy 2 – 5 SLO	30 minutes
Incident management (Customer notification)	Mean Time to Restore the service (MTTR)	Seventy 1 SLA	4 hours
Incident management (Post Incident review)	Report posting	SLO on Incident with missed SLA	5 business days
Change management	Type 1 Completion	SLO	8 business hours from acceptance
	Type 2 Assessment	SLO	5 business days
	Type 2 Completion	SLO	Within the set maintenance window
	Type 3 Assessment	SLO	10 business days
	Type 3 Completion	SLO	As per the project SOW

- (i) **Mean Time to Notify ("MTTN")**
 - Bell will notify Customer (within commercially reasonable means) of Incident detected by Bell's network surveillance systems
 - MTTN is calculated as the sum of all notification times for the trouble tickets in the reporting period, divided by the number of relevant trouble tickets for that period
- (ii) **Mean Time to Restore the service ("MTTR")**
 - Bell will repair Managed Element affecting Incidents within four (4) hours of the event registering in Bell's alarming and ticketing systems. Bell reserves the right to excuse commercially reasonable delays not caused by Bell in the repairing of the event
 - MTTR is calculated as the sum of all notification times (event start time to event repair time less excusable downtime) for the events in the reporting period, divided by the number of relevant events for that period. Incident created by non-managed devices and Incident resulting from customer performed change are excluded from the calculation
- (iii) Incidents and Trouble tickets are created only for the Managed Elements deemed to be the source of the Incident, i.e., downstream impacted Managed Elements are not considered out of service
- (iv) If Bell is unable to satisfy the SLA set out above, Bell will conduct an investigation report and analysis on the cause of the infraction that will be communicated to Customer upon completion. When the cause of the infraction is determined to be a result of the actions of Bell, for the first failure to satisfy this SLA, a credit equal to 10% of the monthly recurring fees payable, for the Managed Element(s) which contribute to the SLA failure. For the second failure (only if occurring in the months immediately following the month in which the first failure occurred) and for any additional consecutive monthly failure, a credit equal to 25% of the Monthly Fees payable for the Managed Element(s) which contribute to the SLA failure. Any faults or delays caused (directly or indirectly) by third party providers, natural disasters, Customer, or any other party other than Bell will be considered excusable and shall not be considered a failure by Bell to meet the Service Level. The SLA shall only apply when the Managed Element is under a maintenance contract with a Bell approved third party maintenance provider
- (v) **Release windows**
 Standard quarterly release will be done on Sundays from 00 01 to 06 00 EST. Standard Incident management related releases will be performed between 00 01 to 06 00 EST. Bell Canada, upon consultation with Customer, reserves the right to change standard release windows at any time

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5 OTHER TERMS AND CONDITIONS
(A) Termination Fees

- (i) If Customer terminates this Service Schedule before the end of the then current Service Term under the Agreement without cause, Customer shall pay the following "Termination Fees"
- (a) The higher of either
- (i) 50% of the average calendar total Monthly Recurring Charges for the Services (calculated by taking the average monthly recurring Fees for the last three (3) complete calendar months) multiplied by the number of remaining months on the current Service Term as per the Service Schedule
- or
- (ii) 50% of the MMBC amount multiplied by the number of remaining months of the applicable Service Term as per this Service Schedule
- (iii) The Termination Fees are reasonable estimate of Bell's liquidated damages and represent consideration for the Services, and are not a penalty. In the event that a payment to be received by Bell 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

(B) Non Solicitation

- (i) Customer covenants and agrees that during the Service Term, and for a period of twelve (12) months following the termination or expiry of the Service Term, Customer will not, without the prior written consent of Bell, either individually or in partnership or jointly or in conjunction with any person, unless pursuant to a general published or advertising solicitation, solicit, hire or retain
- any of Bell's or the Bell Providers' personnel, or
 - any individual subcontractors or consultants retained on a long-term basis by Bell or the Bell Providers, in either case that were or are engaged or involved in the performance of the Services under such Service Term, to enter into any employment relationship or to perform any services for Customer

(C) Use of Bell Personnel

Bell shall have exclusive authority for making decisions concerning the use of its personnel to provide the Services, including the right to re-assign personnel, provided that the Services continue to be rendered in accordance with the terms and conditions of the applicable Service Term. In the case of Services performed on a time and materials basis, Customer may request the replacement of any of Bell's personnel for any reasonable cause, in which case Bell will use commercially reasonable efforts to provide a suitable replacement as soon as practicable

) Intellectual Property

- (i) Customer acknowledges that Bell shall retain all right, title and interest, including all intellectual property rights, in and to the Work Products. Bell hereby grants to Customer, which accepts, a fully paid-up, royalty free, perpetual, non-transferable and non-exclusive license to use the Work Products only for internal business purposes and the purposes of the specific project(s) for which the Deliverables were provided. Customer hereby grants to Bell, which accepts, and to the Bell Providers, a fully paid-up, royalty free, non-transferable and non-exclusive license to use Customer's intellectual property only for the purposes of providing the Services to Customer during the Service Term. "Work Products" means all Deliverables and other materials, text, drawings, specifications, reports, notes, documentation, software, and any other work product developed by Bell and the Bell Providers in the performance of the Services which are provided to Customer under the Service Term
- (ii) Bell shall use commercially reasonable efforts to obtain from all individuals involved in the development of the Work Products an express and irrevocable waiver of any and all moral rights arising under the Copyright Act (Canada) as amended (or any successor legislation of similar force and effect) that Bell or the individual, as author, has with respect to the Work Products
- (iii) Customer may provide the Work Products to a Customer contractor, solely for the purposes of such contractor implementing the Work Products for Customer, provided that Customer has (a) not retained Bell to implement the Work Products, or (b) has terminated Bell's obligation to implement the Work Products in accordance with section 4(b) of the main body of the Agreement (Termination for Cause). In either case, prior to providing the Work Products to a contractor, Customer shall ensure that the contractor has executed an agreement with terms and conditions (including without limitation confidentiality provisions) that are no less restrictive than those applicable to Customer's use of the Work Products under the Agreement. Customer shall be responsible for any breach of such terms and conditions by such contractor
- (iv) Customer shall be solely responsible for obtaining any and all licenses and rights for Bell to use Customer software (including third party software), hardware, tools and other items required to provide the Services to Customer. Bell shall abide by the terms of Customer's licenses to third party software which Bell uses or to which it has access to provide the Services, provided that such terms have been communicated to Bell in writing. Unless otherwise agreed to in writing, Customer shall be solely responsible for procuring and maintaining any third party software, hardware, tools and other items required for Customer to use the Services or Deliverables, and shall abide by the terms of all third party licenses for any software forming part of the Deliverables

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- (v) Customer may not, except as expressly permitted in writing by Bell
- use or modify the Work Products in any manner other than as expressly permitted by this Service Schedule,
 - disclose, distribute, resell, sublicense or publish the Work Products,
 - authorize a third party to use, copy or modify the Work Products in whole or in part except as expressly permitted by this Service Schedule,
 - use the Work Products in connection with a commercial publishing business, service bureau or other similar products or services provided to third parties,
 - reverse engineer, decompile, disassemble, re-engineer or otherwise create or permit, allow, or assist others to create the source code of any software delivered by Bell in object code format only, or
 - remove the copyright and other proprietary notices and legends placed on the Work Products provided by Bell
- (E) **Confidentiality**
- (i) Each party agrees to protect the confidential information of the other party in accordance with Section 9 of the Agreement, provided that each party acknowledges that, for the purpose of this Service Schedule, its respective confidential information excludes any data, documentation or other information which (a) is in the public domain other than as a result of a disclosure by the receiving party in breach of this Agreement, (b) was known to the other party prior to receipt thereof from the disclosing party, (c) is or becomes available to the other party on a non-confidential basis from a source other than the disclosing party, if that source or its source is not in breach of any obligations of confidentiality to the disclosing party, or (d) the receiving party can show to have been developed independently by the receiving party without using the confidential information of the disclosing party
- (ii) Bell shall not have access to, use or otherwise handle Customer's customer information ("Client Data") unless required to carry out its obligations hereunder and unless expressly requested by Customer. In the event that Bell is provided with access to Client Data, Customer shall ensure that it has all the requisite consents for Bell to use such Client Data in the manner contemplated under the Service Term. Where Bell is not required to use Client Data, Customer shall provide Bell with 'dummy data' at Customer's cost. Customer acknowledges and agrees that in the event that Customer provides Bell with access to Client Data where Bell is not required to have such access, Bell shall not be liable for any loss, unauthorized access to, or any other act or omission in relation to the Client Data.
- (F) **Other**
- (i) In the event that the Services include the provision of recommendations by Bell to Customer, Customer acknowledges and agrees that Bell does not warrant the completeness or exhaustiveness of its recommendations nor shall Bell be liable for any omissions. Customer further acknowledges and agrees that it shall be solely responsible for deciding whether and how to implement those recommendations and for any business risks associated with such implementation. Bell assumes no responsibility for on-going management decisions whether with respect to the implementation of its recommendations or otherwise, or any other results of the Services provided. Customer agrees that it shall not share the results of such recommendations outside of its organization.
- (ii) Bell shall be excused from its inability to perform the Services or to provide a deliverable, or for any delay in the performance of the Services or the provision of a deliverable and may be entitled to additional Fees, as a result of, and to the extent of, the following: (a) third-party materials not performing in accordance with the applicable specifications provided by the applicable third party vendor, (b) non-performance of or any delay or deficiency in the performance by Customer of a Customer Responsibility or other Customer obligation under the Agreement or the Service Schedule, (c) failure of any third party service providers who are not Bell Providers, (d) where Customer directs Bell to provide the Services in accordance with a prioritization that Customer has been advised by Bell could reasonably be expected to have an adverse impact on the planned provision of the Services, or (e) any delays, errors, defects or other problems contained in the information, materials and/or instructions provided to Bell by Customer.
- (iii) Bell is an independent contractor of Customer. The Agreement shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture.
- (iv) Where Bell and Customer have not set out in writing specific security standards for the provision of the Managed Service, Bell will design/perform and/or implement and/or operate systems and services in accordance with Bell Corporate Security standards. Following execution of this schedule, any requested changes by Customer to the security standards pertaining to the provision of the Managed Service will follow the Change Management Process described herein and shall be subject to additional charges to Customer.

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Appendix 1 Glossary of Terms

Cause	An action or collection of related actions that brings about an effect or a result (reference Source below)
Change	An alteration or modification of the Managed Elements in-scope supported under the Service Schedule. This alteration can include a software/OS configuration modification, the replacement or upgrade of the OS version, addition or subtraction of hardware components on a Managed Element, or the complete addition or subtraction of an entire Managed Element
Change Management Rates	As defined in section 3(iv)
Change Request	Shall have the meaning set out in section 3(B) of the Service Schedule, and also includes Service Requests
Customer Solution	The aggregate of all Managed Elements provided by Bell Canada
Deferred time	The time that Bell, its agents or the local exchange carrier or vendor dispatched by Bell cannot respond to a Customer service incident or begin repair due to a Customer caused delay or a force majeure event that prevents Bell or any such agent, local exchange carrier or vendor from effecting restoral or repair. Customer caused delays in this category include, without limitation: <ul style="list-style-type: none"> delayed maintenance (Bell or vendor agents respond or can repair within the Service Level commitment, but Customer reschedules to a different time or date), no access (Bell or vendor agents respond or can repair within the Service Level commitment but Customer does not provide either physical or logical access) or Customer unavailability to accept repairs, or for transport or logical failures, instances in which Customer's third party service provider requests repairs to be delayed or rescheduled for another time. Force majeure events would include the impact of any applicable government or regulations
Implementation Phase	Implementation of a group of Managed Elements as defined in section 3(A)(iv)
Incident	Incident refers to faults on Customer network that are detected by Bell's management systems
Key Performance Indicator (KPI)	Statistical variable on which capacity and performance data is measured or calculated and reported on. The KPI varies according to the nature of the entity; i.e., Managed Element technology, interface and internal probe
Labour and Professional Service Rates	As defined in section 3(v)
Managed Element	A Managed Element is a device within Customer Solution that is managed by Bell personnel or by a Bell third party provider. The Managed Elements are added and removed via the Change management process. Examples of Managed Elements include but are not limited to: routers, switches, WAN optimization controller or other IP appliances
Monthly Recurring Charge	Monthly recurring charge as defined in sections 3(i) and 3(iii)
Network Operations Centre (NOC)	Network Operations Centre. The NOC refers to the Bell Network Operations Centre responsible and acting as the Central Point of Contact for the support of Bell Managed Services
Normal Business Hours	08:00 to 17:00 EST, Monday to Friday, excluding Canadian statutory holidays
Normal operation	100% availability of a Site according to its original configuration using primary hardware and transport facilities with no continuing outage
One Time Charge	One time activation charge as defined in sections 3(iv) and 3(v)
Outage	The time during which Customer cannot access the network due to a fault directly attributable to Bell. An outage begins when a trouble is detected or reported and a Trouble Ticket is opened. An outage ends when Bell attempts to notify Customer that the trouble has been repaired
Problem	A Problem is an error in the software or hardware of the supported environment that is preventing the service from performing as designed.
Service	Managed Infrastructure Service for Network as further detailed in the Service Schedule
Setup Fee	One time setup fee as defined in section 3(i)
Site	Single Customer civic address
Soak Period	As defined in section 3(A)(iv)
Tax, Taxes	Means all commodity taxes, including but not limited to, all sales, retail, use, goods and services, value added, excise and similar taxes imposed, levied or assessed by any governmental authority other than taxes in the nature of a tax on income or capital
Time to Repair	The time in which it takes Bell to fix a Service Affecting or Service Degrading event.
TPMP	Third party maintenance provider as set out in Appendix 3 Third Party Maintenance Provider Responsibilities
Trouble ticket	The record/log used to track the creation and resolution of an incident.

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**Appendix 2 Letter of Authorization and Designation of Agency
(Example)**

I hereby instruct [Insert TPMP name] on behalf of the undersigned to interface with Bell Canada on my behalf and perform the onsite maintenance activities as currently contracted and instructed by Bell Canada

The goal for this arrangement is to achieve the timely resolution of incidents and the execution of various management activities on my network devices that Bell Canada has been authorized to remotely manage as my managed infrastructure management Service provider for the location(s) listed below

I attest that I am the exclusive end user with the requisite authority to designate Bell Canada as my agent at the locations(s) listed below and that I will assume all liability for the misappropriation of traffic of any other end user with regard to the networks at the location(s) listed below

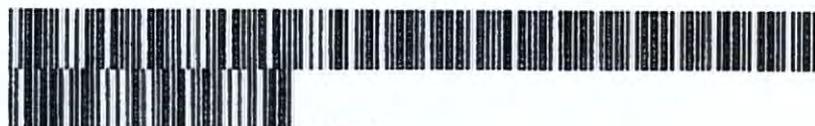
	<u>[Insert Account Name here]</u>
Signature	_____
Name & Telephone #	<u>[Insert Customer Contact name]</u>
Billing Phone #	<u>[Insert Billing Phone Number]</u>
Billing Address	<u>[Insert Billing Address]</u>
Effective Date	<u>[Insert Agreement Start Date]</u>
Site Name	Civic Address
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____

Authorized By _____ (Print Name) _____ (Signature)

Title _____

Address _____

Date Signed _____ Date Received _____



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Appendix 3 Third Party Maintenance Provider Responsibilities

1 Bell agrees to interface with Customer contracted and Bell authorized third party maintenance provider ("TPMP") during incident management activities. These activities are specifically associated with the referring of incidents and the receiving of incident update information from the TPMP. Notwithstanding the foregoing, Bell shall not be required to disclose any Bell Confidential Information to such TPMP.

2 Customer is fully responsible for the following:

- Payments to the TPMP for their service
- The ongoing contractual renewals with the TPMP
- Providing and updating Bell with the appropriate TPMP contacts to allow for the efficient interfacing with the TPMP during incident management activities
- Resolving issues with the TPMP that are affecting Bell's ability to effectively interface or resolve incidents

3 Bell is not responsible for the performance of the TPMP or their performance thereof. SLA / SLO measurements will be put on hold when a ticket is referred to a TPMP. SLA financial credits will not be applicable when incidents are referred to TPMPs.

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APPENDIX #5 to the HOSTED INTERNET SERVICE SCHEDULE
**PROFESSIONAL SERVICES SCHEDULE
 TO MASTER COMMUNICATIONS AGREEMENT - NON-TARIFFED**

Customer Name:
TARGET CANADA CORP

April 2011

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

1 SCOPE

This Service Schedule sets forth the additional terms and conditions which, together with the terms and conditions of the main body of the Agreement, are applicable to professional services to be provided by Bell to Customer, which shall not include Customer's affiliates or affiliated organizations unless otherwise agreed to in writing by Bell, during the Schedule Term (as hereinafter defined). During the Schedule Term, Customer may from time to time request new or additional professional services in which case the parties shall negotiate and execute a statement of work for those services. Upon signing, each such statement of work (a "Statement of Work") shall be deemed to be part of this Service Schedule. In the event that a Statement of Work provides for the license and/or purchase of Purchased Equipment from Bell, the license and/or purchase of such Purchased Equipment shall be governed by the terms and conditions set out on the Equipment Schedule attached to this Agreement.

If there is any conflict between the terms of the main body of the Agreement or this Service Schedule and any Statement of Work, the following documents shall govern in the following order of priority, unless otherwise expressly provided in writing in a Statement of Work: (i) the main body of the Agreement, (ii) this Service Schedule, (iii) the Statements of Work. Notwithstanding the foregoing, the terms of any Equipment Schedule shall prevail over the terms of the main body of this Agreement and of this Service Schedule with respect to the sale and/or license of the Purchased Equipment which is governed by such Equipment Schedule.

2. TERM

- a) **Schedule Term** The term of this Service Schedule is _____ year(s) beginning on the later of the date it is signed by Customer and the date it is signed by Bell ("Initial Schedule Term")
- b) **Schedule Renewal** Unless one party provides notice to the other as set forth below, this Service Schedule will automatically renew at the end of the Initial Schedule Term on the same terms and conditions for consecutive renewal period(s) of one (1) year each. Each such renewal period is defined as a "Schedule Renewal Term", and the Initial Schedule Term and any Schedule Renewal Term(s) are collectively referred to as the "Schedule Term".

Either party may provide written notice to the other party, at least 30 days in advance of the expiration of the relevant Schedule 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 of the last remaining Statement of Work expires or terminates.

- c) **Term of Each Statement of Work** Each Service will be provided for the period set out in the relevant Statement of Work (the "Service Term")
- d) **Early Provision of Services** If Bell begins work to provision any Service or if Bell delivers any Service before the start of the Service Schedule or the relevant Statement of Work, as the case may be, all work and services provided by Bell before either of those dates will be considered to have been provided under all of the terms and conditions of this Service Schedule including the relevant Statement of Work.

3 BELL RESPONSIBILITIES

- a) **Description of the Services** Bell shall provide the Services to Customer as described in each Statement of Work attached to this Service Schedule from time to time (collectively, the "Services") on the terms and conditions set out in the Agreement and in this Service Schedule. All Services provided by Bell shall be performed in accordance with prevailing industry standards and practices applicable to the provision of similar services.
- b) **Description of the Deliverables** Where applicable, Bell shall provide to Customer the deliverables as described in the applicable Statement of Work (the "Deliverables").

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4 CUSTOMER RESPONSIBILITIES / ASSUMPTIONS

Customer shall perform those tasks and assume those responsibilities and requirements described in the applicable Statement of Work (collectively, the "Customer Responsibilities"). The Statement of Work shall also contain any assumptions made in connection with the performance of Services or the provision of Deliverables (the "Assumptions") which may impact Fees and expenses, as well as delivery dates or milestones or any other Bell obligations or liabilities pursuant to this Service Schedule or the applicable Statement of Work. Bell's performance of the Services and provision of Deliverables is (i) dependent on Customer's timely and effective compliance with Customer's Responsibilities, and (ii) subject to and dependent upon the Assumptions.

5 FEES

Customer shall pay to Bell the Fees for Services and Deliverables as described in each Statement of Work. Fees may be specified (i) on a time and materials basis, (ii) on a time and materials basis with an estimate of the Fees or subject to a maximum amount of Fees, or (iii) on a fixed Fees basis.

For Services performed on a time and materials basis, the Fees shall be based on days worked multiplied by the applicable daily rates, as set forth in the Statement of Work.

For Services performed on a time and materials basis with an estimate of the Fees or subject to a maximum amount of Fees (if any), the Fees shall be based on Bell's days worked multiplied by the applicable daily rates set forth in the Statement of Work, provided that Bell shall not be obligated to provide, and shall not provide, any Services or Deliverables that would cause the estimated or maximum Fees to be exceeded without the prior written authorization of Customer.

For Services performed on a fixed fee basis, the Fees shall be as set forth in the Statement of Work.

In addition to the Fees, Customer shall also reimburse Bell for all reasonable expenses, including travel and living expenses, incurred by Bell or the Bell Providers in the performance of Services. These expenses shall be pre-approved by Customer and supported by applicable receipts.

Unless otherwise specified in a Statement of Work, Fees and expenses shall be invoiced on a monthly basis at Customer's billing address as set forth in the Statement of Work.

6 CHANGE ORDER PROCESS

- a) Either party may request additions, deletions or amendments to a Statement of Work, including to the specifications applicable to the Services or Deliverables (each, a "Change"). Changes shall be requested in writing signed by the authorized representative of the party requesting the Change ("Change Request"). The Change Request shall include a reasonably detailed description of the scope and nature of the requested Change, and in the case of a Change Request by Bell, an estimate of Fees or other changes to the Statement of Work necessitated by the Change.
- b) Unless a different Change Order Process is set forth in the applicable Statement of Work, the party receiving the Change Request shall respond within ten (10) business days of the receipt in the case of Bell, by indicating whether it is able to comply with Customer's request using its commercially reasonable efforts and providing an estimate of any additional costs or other required changes to the Agreement (which shall be treated as a Change Request when received by Customer), and in the case of Customer, by rejecting the Change Request or providing written authorization to proceed with the Change as requested or modified by Customer. Upon Customer's written authorization to proceed with the Change, the Statement of Work shall be amended accordingly.
- c) No Change shall come into effect unless and until it has been approved by Bell and Customer in accordance with this Section 6.

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7 ACCEPTANCE

Unless otherwise provided in a Statement of Work, Deliverables provided on a fixed fee basis are subject to acceptance testing by Customer, which shall be conducted in accordance with the agreed acceptance process and acceptance criteria set forth in the applicable Statement of Work. In any event, use by Customer of Deliverables provided on a fixed fee basis in production or on a commercial basis shall constitute deemed acceptance by Customer of such Deliverables. When a Statement of Work specifies that Deliverables are to be provided in accordance with particular milestones, the Deliverables for each such milestone shall be considered separate from the Deliverables for other milestones, and acceptance of such Deliverables shall be conducted on a milestone by milestone basis.

8 INTELLECTUAL PROPERTY:

Customer acknowledges that Bell shall retain all right, title and interest, including all intellectual property rights, in and to the Work Products. Upon final payment of the applicable Fees, unless otherwise agreed to in a Statement of Work, Bell hereby grants to Customer, which accepts, a fully paid-up, royalty free, perpetual, non-transferable and non-exclusive license to use the Work Products only for internal business purposes and the purposes of the specific project(s) for which the Deliverables were provided. Customer hereby grants to Bell, which accepts, and to the Bell Providers, a fully paid-up, royalty free, non-transferable and non-exclusive license to use Customer's intellectual property only for the purposes of providing the Services to Customer during the Service Term. "Work Products" means all Deliverables and other materials, text, drawings, specifications, reports, notes, documentation, software, and any other work product developed by Bell and the Bell Providers in the performance of the Services which are provided to Customer under a Statement of Work.

Bell shall use commercially reasonable efforts to obtain from all individuals involved in the development of the Work Products an express and irrevocable waiver of any and all moral rights arising under the Copyright Act (Canada) as amended (or any successor legislation of similar force and effect) that Bell or the individual, as author, has with respect to the Work Products.

Customer may provide the Work Products to a Customer contractor, solely for the purposes of such contractor implementing the Work Products for Customer, provided that Customer has (i) not retained Bell to implement the Work Products, or (ii) has terminated Bell's obligation to implement the Work Products in accordance with Section 4(b) of the main body of the Agreement (Termination for Cause). In either case, prior to providing the Work Products to a contractor, Customer shall ensure that the contractor has executed an agreement with terms and conditions (including without limitation confidentiality provisions) that are no less restrictive than those applicable to Customer's use of the Work Products under the Agreement. Customer shall be responsible for any breach of such terms and conditions by such contractor.

Customer shall be solely responsible for obtaining any and all licenses and rights for Bell to use Customer software (including third party software), hardware, tools and other items required to provide the Services to Customer. Bell shall abide by the terms of Customer's licenses to third party software which Bell uses or to which it has access to provide the Services, provided that such terms have been communicated to Bell in writing. Unless otherwise agreed to in a Statement of Work, Customer shall be solely responsible for procuring and maintaining any third party software, hardware, tools and other items required for Customer to use the Services or Deliverables, and shall abide by the terms of all third party licenses for any software forming part of the Deliverables.

Customer may not, except as expressly permitted in writing by Bell.

- a) Use or modify the Work Products in any manner other than as expressly permitted by this Service Schedule,
- b) Disclose, distribute, resell, sublicense or publish the Work Products,
- c) Authorize a third party to use, copy or modify the Work Products in whole or in part except as expressly permitted by this Service Schedule,
- d) Use the Work Products in connection with a commercial publishing business, service bureau or other similar products or services provided to third parties,
- e) Reverse engineer, decompile, disassemble, re-engineer or otherwise create or permit, allow, or assist others to create the source code of any software delivered by Bell in object code format only, or
- f) Remove the copyright and other proprietary notices and legends placed on the Work Products provided by Bell.

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9 WARRANTY

Bell represents and warrants to Customer that the Services will be provided in a professional and workmanlike manner with qualified personnel in accordance with prevailing industry standards and practices applicable to the provision of similar services. THE WARRANTIES PROVIDED IN THIS SERVICE SCHEDULE REPLACE ALL OTHER WARRANTIES AND CONDITIONS. CUSTOMER WAIVES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AVAILABILITY OR RELIABILITY OF THE SERVICES OR DELIVERABLES.

10 LIMITATION OF LIABILITY

NOTWITHSTANDING SECTION 8(a) OF THE AGREEMENT, AND EXCEPT AS PROVIDED IN SECTION 8(d) OF THE AGREEMENT, IN THE CASE OF SERVICES PROVIDED ON A FIXED FEE BASIS, BELL'S AND THE BELL PROVIDERS' TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY OR LOSSES (COLLECTIVELY, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH EACH STATEMENT OF WORK OR THE PROVISION OF SUCH SERVICES UNDER EACH STATEMENT OF WORK, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY, EVEN IF BELL OR A BELL PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO FIFTY PERCENT (50%) OF THE TOTAL AGGREGATE FEES (LESS ALL DISCOUNTS AND CREDITS) PAID BY CUSTOMER UNDER THE APPLICABLE STATEMENT OF WORK FOR THE SPECIFIC SERVICE(S) THAT GAVE RISE TO THE DAMAGES, LESS AMOUNTS PAID FOR PREVIOUS CLAIMS FOR SUCH SERVICES, IF ANY.

11 CONFIDENTIALITY

Each party agrees to protect the confidential information of the other party in accordance with Section 9 of the Agreement, provided that each party acknowledges that, for the purpose of this Service Schedule, its respective confidential information excludes any data, documentation or other information which (i) is in the public domain other than as a result of a disclosure by the receiving party in breach of this Agreement, (ii) was known to the other party prior to receipt thereof from the disclosing party, (iii) is or becomes available to the other party on a non-confidential basis from a source other than the disclosing party, if that source or its source is not in breach of any obligations of confidentiality to the disclosing party, or (iv) the receiving party can show to have been developed independently by the receiving party without using the confidential information of the disclosing party.

Bell shall not have access to, use or otherwise handle Customer's customer information ("Client Data") unless required to carry out its obligations hereunder and unless expressly requested by Customer. In the event that Bell is provided with access to Client Data, Customer shall ensure that it has all the requisite consents for Bell to use such Client Data in the manner contemplated under the Statement of Work. Where Bell is not required to use Client Data, Customer shall provide Bell with 'dummy data' at Customer's cost. Customer acknowledges and agrees that in the event that Customer provides Bell with access to Client Data where Bell is not required to have such access, Bell shall not be liable for any loss, unauthorized access to, or any other act or omission in relation to the Client Data.

12 INSURANCE

Upon Customer's request in writing, Bell shall evidence

- a) Comprehensive general liability insurance on an occurrence form including non-owned automobile liability, contingent employer's liability, broad form property damage and contractual liability with an insured limit of \$2,000,000 per occurrence, and products liability and completed operations with an annual aggregate limit of \$2,000,000 per occurrence. Customer shall be an additional insured on such insurance to the extent of the negligence of Bell and those over whom it is responsible in law in the performance of the Services. The required insured limits may be composed of any combination of primary and excess liability (or "umbrella") insurance policies, and
- b) Errors and omissions liability insurance policy on a claims-made basis with an insured limit of \$2,000,000 per claim and in the aggregate covering Bell's legal liability arising out of its performance of the Services.

Upon Customer's request in writing, Bell shall provide Customer with current certificates of insurance evidencing the required insurance and stipulating that the insurer(s) will endeavour to mail a thirty (30) days cancellation notice to Customer.

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13 OTHER TERMS AND CONDITIONS

a) **Non Solicitation**

i Customer covenants and agrees that during the term of each Statement of Work, and for a period of twelve (12) months following the termination or expiry of a Statement of Work, Customer will not, without the prior written consent of Bell, either individually or in partnership or jointly or in conjunction with any person, unless pursuant to a general published or advertising solicitation, solicit, hire or retain

Any of Bell's or the Bell Providers' personnel, or

Any individual subcontractors or consultants retained on a long-term basis by Bell or the Bell Providers, in either case that were or are engaged or involved in the performance of the Services under such Statement of Work, to enter into any employment relationship or to perform any services for Customer

ii In the event that Customer breaches this Section 13(a), Customer shall promptly pay Bell an amount equal to the remuneration payable to such personnel, independent contractor or consultant during the twelve (12) month period immediately prior to such breach

iii The Parties acknowledge and agree that any and all amounts paid pursuant to this Section 13(a)

1) Constitute a reasonable pre-estimate of damages to Bell and not a penalty, and

2) Shall in no way limit or restrict any other right that Bell may exercise pursuant to applicable laws including, without limitation, injunctive relief

b) **Use of Bell Personnel** Bell shall have exclusive authority for making decisions concerning the use of its personnel to provide the Services, including the right to re-assign personnel, provided that the Services continue to be rendered in accordance with the terms and conditions of the applicable Statement of Work. In the case of Services performed on a time and materials basis, Customer may request the replacement of any of Bell's personnel for any reasonable cause, in which case Bell will use commercially reasonable efforts to provide a suitable replacement as soon as practicable

c) **Other**

i Customer shall undertake all requisite steps to back up its systems

ii In the event that the Services include the provision of recommendations by Bell to Customer, Customer acknowledges and agrees that Bell does not warrant the completeness or exhaustiveness of its recommendations nor shall Bell be liable for any omissions. Customer further acknowledges and agrees that it shall be solely responsible for deciding whether and how to implement those recommendations and for any business risks associated with such implementation. Bell assumes no responsibility for on-going management decisions whether with respect to the implementation of its recommendations or otherwise, or any other results of the Services provided. Customer agrees that it shall not share the results of such recommendations outside of its organization

iii Bell shall be excused from its inability to perform the Services or to provide a Deliverable, or for any delay in the performance of the Services or the provision of a Deliverable, in accordance with the applicable Statement of Work, and may be entitled to additional Fees, as a result of, and to the extent of, the following (i) third-party materials not performing in accordance with the applicable specifications provided by the applicable third party vendor; (ii) non-performance of or any delay or deficiency in the performance by Customer of a Customer Responsibility or other Customer obligation under the Agreement or the Service Schedule, (iii) the inaccuracy of an Assumption, (iv) failure of any third party service providers who are not Bell Providers, (v) where Customer directs Bell to provide the Services in accordance with a prioritization that Customer has been advised by Bell could reasonably be expected to have an adverse impact on the planned provision of the Services, or (vi) any delays, errors, defects or other problems contained in the information, materials and/or instructions provided to Bell by Customer

iv Bell is an independent contractor of Customer. The Agreement shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture

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Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-45

**HOSTING SERVICE SCHEDULE
 TO MASTER COMMUNICATIONS AGREEMENT - NON-TARIFFED (RETAIL)**

Customer Name
 Bell Business Markets - Managed Security Services (Target Hosted Internet Solution)

Dec. 2011

This is a Service Schedule to the Master Communications Agreement - Non-Tariffed (Retail) referred to above (the "MCANT") between Bell Canada ("Bell") and the Customer for the provision of the services described below (the "Services"). The Services are furnished subject to the terms and conditions set out in the MCANT and in this Service Schedule. Unless otherwise defined in this Service Schedule, capitalized terms shall have the meaning ascribed to them in the MCANT. Notwithstanding anything in this Service Schedule, nothing shall be deemed to limit in any way the limitation of liability provisions contained in the MCANT.

1. Service Description:

- 1.1 **Service:** Bell will furnish to Customer the services described in this Service Schedule and in Appendix(ces) "A" selected below, attached hereto and forming part hereof ("Appendix A"). The specifics of the selected Services are described in the applicable Appendix(ces) A:
- Appendix A-1 (Co-location Services)
 - Appendix A-2 (Managed Hosting Services)
 - Appendix A-3 (Virtual Data Centre)

During the Schedule Term, the Customer may from time to time request new or additional Services in which case the parties shall negotiate and execute one or more Appendix A-1, A-2 or A-3 for those Services. Upon signing, each such Appendix A shall be deemed to be part of this Service Schedule and shall be governed by its terms and conditions.

- 1.2 **Service Modification:** Customer acknowledges and agrees that Bell reserves the right at any time to modify the Service and that Bell will not be responsible or liable, directly or indirectly, to Customer or any other person in any way for any loss or damage of any kind incurred as a result of, or in connection with, any such modification. Bell shall not make such modifications arbitrarily or discriminatorily and where modifications occur that could affect the Customer, Bell shall advise the Customer at least 60 days in advance. Furthermore, if such modifications are adversely and materially affecting Customer, Customer may terminate the affected Appendix(ces) A of this Service Schedule without Termination Fees, by giving notice to Bell to this effect within 30 days of the date of the notice sent by Bell.

1.3 Customer Space Relocation and Rearrangement:

- 1.3.1 Bell reserves the right to utilize the space within the data centre(s) in such a manner as will best enable Bell to fulfill its overall Service requirements. Bell may, at any time, relocate or rearrange Customer Space within the data centre if Bell, in its sole discretion, determines that such relocation or rearrangement is necessary. Any such relocation or rearrangement will be implemented in accordance with a plan mutually agreed upon by Bell and the Customer and at Bell's expense.
- 1.3.2 If Bell determines, that it is necessary to relocate the Customer Space to another data centre, Customer shall be given sixty (60) days' written notice of such relocation (at Bell's expense) and will have the right to terminate the affected Appendix A of this Service Schedule without Termination Fees within 30 days after the date of the notice from Bell, if the proposed relocation does not meet the Customer's service requirements.

In the event that Customer Equipment is relocated, the term "Customer Space" wherever it appears in this Service Schedule shall, as of the date of relocation, refer to the licensed Customer Space as relocated.

- 1.4 **Damaged Customer Space:** If a Customer Space is damaged beyond economic usefulness, to be determined in Bell's sole and arbitrary discretion, or is legally condemned, Bell may terminate Customer's use of such Customer Space without further liability of either Party.
- 1.5 **Reservation of Rights:** Bell reserves all rights not specifically granted to Customer including the right to
- 1.5.1 Access and use a data centre for Bell's own use and for the use of its Affiliates, associates and agents, and,
 - 1.5.2 Grant to others rights not inconsistent with the rights granted hereunder

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The Services provide a license only and shall not provide in any manner a registerable real property interest in the Customer Space or the data centre. Use of the Customer Space is subject and subordinate to the terms and conditions of any underlying ground or facilities lease or other superior right by which Bell has acquired its interest in, or to which Bell is otherwise subordinate with respect to, the Customer Space (the "Underlying Rights"). Customer shall comply with all applicable terms and conditions of the Underlying Rights. If the consent of the holder of such superior right is required in order for Bell and Customer to enter into this Service Schedule, then this Service Schedule for such Services shall not become effective until such consent is obtained.

1.6 **Customer Service Contact Information:** In the event the Customer experiences any Service issues, the Customer shall contact the Bell Network Help Desk at 1-877-358-3838 for assistance.

2. Term:

- 2.1 **Schedule Term:** This Service Schedule shall be effective on the date of its execution by the Customer and Bell (the "Effective Date") and it shall remain in force until the end or expiry of the last remaining Appendix A (the "Schedule Term").
- 2.2 **Term of each Appendix A:** The Services described in each Appendix A are provided for the period described in the applicable Appendix A (the "Initial Service Term"). The Initial Service Term shall commence on the first day the Services are installed and ready for use as such date shall be confirmed in a notice sent by Bell to Customer to this effect (the "Service Commencement Date").
- 2.3 **Renewal of each Appendix A:** Unless the Customer or Bell gives a notice to the other as described in Section 2.4, each Appendix A will automatically be renewed at the end of the Initial Service Term on the same terms and conditions for an additional one (1) year term (a "Service Renewal Term"). At the end of each Service Renewal Term an additional Service Renewal Term will commence, unless the Customer or Bell gives notice to the other as described in Section 2.4. The Initial Service Term of each Appendix A and any Service Renewal Term(s) are collectively referred to as the "Term". Bell may change the Fees for a Service Renewal Term of any Appendix A by providing the Customer with at least ninety (90) days advance written notice of the change before the end of the then current Initial Service Term or Service Renewal Term, as the case may be. Notwithstanding any other provision of this Service Schedule or of an Appendix A, the Term with respect to this Service shall not extend beyond the term of the Underlying Rights for the applicable data centre.
- 2.4 **Notice of Non-Renewal:** Either party may send to the other a written notice, at least sixty (60) days in advance of the expiration of the Initial Service Term or the Service Renewal Term, as the case may be, that it does not intend to renew an Appendix A of this Service Schedule, and thereafter, this Appendix A will expire and the Services provided thereunder will be terminated at the end of the Initial Service Term or the current Service Renewal Term, as the case may be.
- 2.5 **Use of Services Beyond Service Term:** If Customer has sent a notice of non-renewal but for any reason continues to receive and use any Services after the expiry of the Initial Service Term or final Service Renewal Term, the terms and conditions of the applicable Appendix A including this Service Schedule and the MCANT shall continue to apply for so long as Customer receives the Services, except that the Fees shall be the monthly term fees for the Services in effect.

3. Monthly Rates and Service Charges:

Throughout the Initial Service Term, the Customer shall pay to Bell the monthly fees identified in the applicable Appendix(es) "A" (the "Monthly Recurring Charge") and the one-time service charges (the "Non Recurring Charge") set out therein, including any applicable charges such as but not limited to features and installation charges. Applicable taxes are not included in the rates set out above and shall be the responsibility of the Customer.

4. Early Termination by Customer:

Customer may terminate a Service it has requested under an Appendix A of this Service Schedule ("Terminated Service") at any time before the end of the relevant Term by giving notice of termination to Bell at least thirty (30) days before the proposed early termination date. If Customer terminates a Service under this Section, the Customer shall pay to Bell all Fees and Taxes due for the Terminated Service up to the date of

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termination. Customer shall also pay to Bell (i) 100% of the reasonable out-of-pocket expenses that Bell incurs or will incur in connection with its contractual arrangements with the Bell Providers as defined under the MCANT, and (ii) an amount equal to 100% of the remaining Fees for the Terminated Service that would have been payable to the end of the Term (collectively, the "Termination Fees"), plus Taxes on the Termination Fees. The Termination Fees are liquidated damages and consideration for the Services, and are not a penalty. In the event that a payment to be received by Bell 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 the 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.

5. Service Level Agreements (SLA):

Appendix(ces) "A" set(s) out all applicable SLAs applicable to the Services, which are subject to limitations and exclusions of liability set out in Section 8 of the MCANT. These SLAs set out whether any credits are available to Customer should Bell fail to meet the applicable SLA. Those credits are Customer's sole and exclusive rights and remedy against Bell in the event Bell fails to meet the SLA, and Customer hereby waives all other rights, recourses and remedies, whether available by contract, state, law, equity or otherwise.

6. Specific Terms & Conditions:

- 6.1 Interpretation:** In this Service Schedule, the headings are for convenience of reference only and shall not affect its construction or interpretation. Notwithstanding the interpretation section of the MCANT, if there is any conflict or inconsistency between the terms of this Service Schedule and the MCANT, the terms of this Service Schedule shall govern unless otherwise expressly provided in writing in this Service Schedule.
- 6.2 Liens:** Customer shall pay all costs or charges for: (i) work done by Customer or caused to be done on behalf of Customer on or about the Customer Space or data centre; (ii) all materials furnished for or in connection with such work; and (iii) alterations or additions to the Customer Space or equipment that results in additional cost or expense to Bell. Customer shall indemnify Bell against and hold Bell, the Customer Space and data centre free and clear of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims and demands on account of such work done by or on behalf of Customer. If any such lien is filed at any time against a data centre, or any part thereof, Customer shall cause such lien to be discharged of record within ten (10) days after the filing thereof. Nothing contained herein shall constitute a consent or agreement of Bell to subject Customer Space to liability under any mechanics' or other lien law. If Customer receives notice that a lien has been or is about to be filed against a data centre, or any action affecting title to a data centre has been commenced on account of work done by or on behalf of, or materials furnished to or for, Customer, Customer shall immediately give Bell notice of such occurrence. At least fifteen (15) days before commencement of any work (including but not limited to any maintenance, repairs, alterations, additions, improvements or installations) in or to Customer Space by or for Customer, Customer will give Bell notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work. Bell shall have the right to post notices of non-responsibility or similar notices on a data centre in order to protect such data centre against any such liens. Bell shall have the right as it deems reasonable, to disapprove or require the removal of any contractor or subcontractor selected for work in a data centre.
- 6.3 Data Network:** Neither Bell nor the Bell Providers control the transfer of data to or from the Internet network and elsewhere. Such transfer depends in large part upon the performance of the services provided by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet network. These actions may include, without limitation, deliberate attempts to disrupt services, such as denial of service attacks. Neither Bell nor Bell Providers guarantee that such events will not occur. Bell and the Bell Providers disclaim any and all liability resulting from or related to such events or third party acts or admissions, including acts or admissions of Customer and persons and entities for whom it is responsible or persons or entities authorized by Customer to enter the data centre or Customer Space. Neither Bell nor the Bell Providers assume any liability arising from (i) the use of the Services by Customer in combination with any other services, products or equipment provided by Customer or any third parties to Customer, and (ii) failure by Customer to perform its obligations.
- 6.4 Connectivity Services:** Bell's data centres are not carrier neutral and third party connectivity services may not be terminated at the data centre without Bell's express consent. Additional engineering and fees may be applied at Bell's discretion but with prior approval of the Customer in the event that third party services are permitted.

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- 6.5 Contract Change Management:** The Customer may, at any time during the Term, request a change, modification, replacement, reduction of or addition to the Services (a "Contract Change") by issuing to Bell a change request with sufficient detail (including specifications if they are appropriate and have been determined by the Customer, (a "Contract Change Request") to enable Bell to evaluate the Change Request, including the impact on Fees. Such Contract Change may include requirement by the Customer that Bell undertake new services in addition to the then current Services being provided and in such case Bell and the Customer agree to follow current Change Management Process. The Customer may terminate any Contract Change Request process without liability at any time until the Customer and Bell mutually agree in writing on the scope, terms and conditions applicable to the Change, (a "Statement of Work") and sign the Statement of Work in accordance with this Subsection. A Contract Change Request may alter an applicable Service Level Objective if Bell and the Customer have expressly agreed to such alteration in writing.
- 6.6 Service Suspension:** If at any time continued provision of the Services may compromise the security, integrity and effectiveness of the Services or any of Bell's other services and Bell's customers due, without limitation, to hacking attempts, denial of service attacks, mail bombs or other malicious activities either directed at or originating from the Customer's domains, the Customer agrees that Bell may, in its sole discretion, temporarily suspend Customer's Services. In such an event, Bell will promptly inform the Customer and will work with the Customer to resolve such issues, re-instating Customer's Services at the earliest opportunity.
- 6.7 Security:** Where Bell and Customer have not set out in writing specific security standards for the provision of the Service, Bell will design/perform and/or implement and/or operate systems and services in accordance with Bell security standards. Following execution of this Service Schedule, any requested changes by Customer to the security standards pertaining to the provision of the Service will follow a change order process and shall be subject to additional charges to the Customer.
- 6.8 ACKNOWLEDGEMENT OF THIRD PARTY USE:** THE CUSTOMER EXPRESSLY ACKNOWLEDGES THAT BELL AND ITS AFFILIATES INTEND TO ALLOW OTHER CUSTOMERS TO INSTALL EQUIPMENT IN EACH DATA CENTRE. THE CUSTOMER EXPRESSLY AGREES THAT BELL AND ITS AFFILIATES SHALL HAVE NO LIABILITY FOR ANY DAMAGES, COSTS, OR LOSSES INCURRED BY CUSTOMER CAUSED BY OR ARISING FROM SUCH OTHER CUSTOMERS' ACTS, OMISSIONS OR EQUIPMENT.
- 6.9 Customer Indemnity:** Customer hereby indemnifies and holds Bell harmless for all costs, charges, expenses, damages, liabilities, actions and causes of action, and other losses and charges of any type or kind, including without limitation third party claims and solicitor fees resulting or arising from or in connection with any (i) breach by Customer of any of its obligations under this Service Schedule and the MCANT; (ii) misrepresentation to Bell of the purpose of Customer's subscription to the Services and/or Customer's intended use of the Services; (iii) Customer's use of the Services (and related equipment and software) and/or Customer's transmission of any content or data. Also, Customer shall indemnify Bell from all liability, claim, loss and costs or expenses arising from damage to any Bell Equipment and any equipment, property, software, or other assets owned by another entity with space or equipment in the data centre or owned or provided to Customer by Bell or a Bell Provider caused directly or indirectly by the Customer, its agents, representatives, sub-contractors, providers or users. In this paragraph, the reference to "Customer" refers to Customer and all persons and entities authorized or permitted by Customer to enter into Customer Space or the data centre or make use of any of the Services or Customer Equipment. This indemnity shall survive the termination or expiry of this Service Schedule.

7. Glossary:

In addition to those terms defined in the MCANT and in this Service Schedule the following words and phrases mean

"Bandwidth" – The range of data transfer speeds measured in bits per second (bits/s) or a multiplier thereof a network can use.

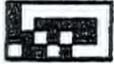
"Bell Equipment" - The network servers, related hardware and software owned or used by Bell. Customer may not, nor will any of its employees or contracted third parties tamper with, relocate, remove; alter; change or otherwise modify any Bell Equipment.

"Cabinet" – A highly secure lockable cabinet capable of holding 20 unit ("U") or 40U servers powered by redundant 2x20A 120V dedicated circuits in an expandable configuration.

"Cage" – A custom, secure area partitioned and separated for Customer Equipment located in the data centre.

"Cross-connect" – Redundant, single mode optical fibre or copper Cat6 cabling from Customer cabinet(s) to data centre meet me room for additional or third party connectivity.

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"Customer Equipment" - Customer's cabling, wiring, network servers, related hardware and software that is leased, owned or licensed to Customer by third parties

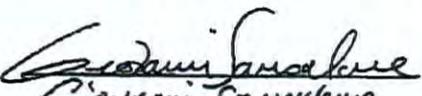
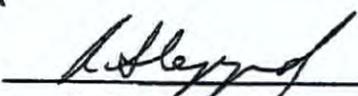
"Customer Space" or "Co-location Hosting" - That space within a Cage or Cabinet (as applicable) specifically allocated to Customer by Bell within the data centre pursuant to this Services Schedule, as set out in Appendix(ces) "A"

"Data centre" - A fully-redundant, 24 x 7 x 365 managed, highly secure location for outsourced IT infrastructure hosting services

"Equipment" - collectively, the Customer Equipment and the Bell Equipment

"Underlying Rights" - means leases and other agreements pertaining to real property which are necessary for the operation and use of a data centre

By signing this Service Schedule, the Customer indicates that it has read, understands and agrees with all of the terms and conditions set out or referenced in this Service Schedule and the MCANT.

<p>BELL BUSINESS MARKETS - MANAGED SECURITY SERVICES</p> <p>SIGNATURE  NAME: <u>Giovanni Sambucetti</u> TITLE: <u>Director, Product Mgmt / Develop</u></p> <p>I am authorized to bind Customer to the terms and conditions of this Service Schedule.</p> <p>DATE</p>	<p>BELL CANADA</p> <p>SIGNATURE  NAME: <u>Richard Sheppard</u> TITLE: <u>Vice President - Sales</u></p> <p>I am authorized to bind Bell Canada to the terms and conditions of this Service Schedule</p> <p>DATE: <u>10/19/2017</u></p>
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**HOSTING SERVICE SCHEDULE
 TO MASTER COMMUNICATIONS AGREEMENT - NON-TARIFFED (RETAIL)**

**APPENDIX A-1
 CO-LOCATION SERVICE**

Customer Name: Bell Business Markets - Managed Security Services (Target Hosted Internet Solution)

Dec 2011

The Co-location Service is offered to customers who wish to use Bell's data centre's while still providing and maintaining their own hardware, OS and applications. The Service includes space, power, bandwidth and physical security as described in section 1 and may also include optional items as described in section 2 if these options are selected as shown in section 3 below. Section 3 contains a detailed description of those portions of the Service the Customer has agreed to purchase and Bell has agreed to provide (the "Services")

1. Standard Service Description:

1.1 Space:

- 1.1.1 Cabinet space increments in:
- One half cabinet with a capacity for a total of 18 U's; or
 - Full cabinet with a capacity for a total of 38 U's;
- 1.1.2 Cage space:
- Minimum hosting space of 100 sf protected by a dedicated security system,
 - Customer can provide their own cabinets
- 1.1.3. Cabinet and cage increments may be reserved for later occupancy. If requested by another customer, reserved space increments must either be occupied or released or will be charged as occupied Customer Space;
- 1.1.4 Heating, ventilation, air conditioning, and fire suppression facilities;
- 1.1.5 Raised floor,
- 1.1.6. The Customer space is allocated by the Bell data centre operation management.

1.2 Power:

- 1.2.1 Redundant A+B circuits configuration,
- 1.2.2. Each power circuit is fed by fault tolerant UPS and backup generators;
- 1.2.3. Customer shall purchase a set amount of committed power;
- 1.2.4 Customer has access to detailed power management reporting on its environment through the customer monitoring portal & through the PDUs in its cabinets. It is the customer's responsibility to monitor & track the amount of power consumption in its environment;
- 1.2.5 Customer will not exceed the following maximum power thresholds without the express prior written permission of Bell. In addition, Customer is responsible for balancing its Equipment between power sources and across Cabinets in order to benefit from power circuit redundancy
- 1920 VA per half Cabinet and 5000 VA per full Cabinet of raised floor space in the Toronto, Montreal West-Island and Calgary data centre locations,
 - 2000 VA per half Cabinet and 4000 VA per full Cabinet of raised floor space in the downtown Montreal data centre locations
- 1.2.6 Maximum power usage is limited to forty (40%) percent of the redundant circuit value according to industry standards and best practices. The combined power rating for all Customer Equipment attached to an electrical circuit must not exceed the maximum power usage specified for that circuit. Any power strips or other devices used to increase the number of components that can be attached to an electrical circuit must have the express prior written approval of Bell. Power bars are based on the NEMA 5-20 standard with possible setup fees for other standards (C13/C19, L6-20, etc.) when applicable as determined by Bell,

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- 1.2.7. Bell will provide redundant backup power distribution. Customer understands that Bell is responsible for providing power to a minimum of only one power distribution bar at any time within Customer's Cabinet. It is Customer's responsibility to utilize the redundant power distribution unit to guard against possible power interruptions; and
- 1.2.8. Bell approved personnel will remove floor tiles to connect power or cabling within Cabinets

1.3 Power Management Services:

- 1.3.1. **Billing** The amount of power ordered (measured in Volt Amps) is outlined in section 3 below. If the total monthly power consumed is less than or equal to the minimum usage amount, then the amount in section 3 is charged in full. Power consumed in excess of that amount will be billed at premium usage rates on a monthly basis, as per agreed upon power overage Fees in section 3. It is understood the excess is determined each month using the peak utilization in the period, measuring the difference between the highest value of maximum amount of power consumed at five (5) minute intervals, and the minimum usage amount.
- 1.3.2. **Short term** (i.e., minimum 3 months, maximum 6 months) increases to power allocations can be negotiated on an as needed basis to accommodate temporary and/or seasonal fluctuations in demand.
- 1.3.3. **Limitations & Remedy.** If Customer refuses to purchase more power and continues to exceed its power commitment, in so doing potentially jeopardizing the integrity of the data centre and Bell's ability to provision power and cooling to other customers, Bell reserves the right to shut down power to Customer's cabinet thereby limiting the total available power for consumption to a level at or below Customer's original allocation. Additionally, should any action on behalf of Customer, either deliberately or inadvertently, impact the overall integrity of the data centre and/or Bell's ability to provision power & cooling to other customers, Bell reserves the right to shut down power to Customer's Cabinet while still maintaining the integrity of this Appendix. It is hereby understood that Bell will notify Customer in writing, a minimum of five (5) days in advance of Bell's intention to shut off power to Customer's Equipment, during which time Customer may take steps to reduce its power consumption permanently. Should Customer exceed its allocation again any time during the six months following the original written notification, Bell may shut power off to Customer's Equipment without written warning.

1.4 Bandwidth:

- 1.4.1. Multi-homed to redundant tier-1 Internet providers;
- 1.4.2. Internet providers are connected to redundant gateway routers and core switches,
- 1.4.3. Bandwidth between Bell's Customer service demarcation point and the Internet; and
- 1.4.4. Monitoring by network management centre's with 24x7x365 coverage which includes Internetworking backbone health (ping, SNMP, CPU, memory, active connections)

1.5 Physical Security:

- 1.5.1. Multiple security level including turnstile doors, access cards and biometrics;
- 1.5.2. On-site staff 24/7,
- 1.5.3. Surveillance by camera system outside and inside the data centre, and
- 1.5.4. Keys for cabinets will be stored at the data centre in a key watcher management system

2. Optional Components of the Co-Location Service:

- 2.1 The following features are not included within the Service but may be provided by Bell at additional charges where such components are selected in section 3 below

- 2.1.1. Customer Equipment installation,
- 2.1.2. Operation, maintenance and support of Customer Equipment, Customer provided software, or Customer applications,
- 2.1.3. Custom power requirements outside of the stated cabinet maximums,

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- 2.1.4. Inter/intra-cabinet wiring or cabling,
 - 2.1.5. Remote Hands Service: Billed at the prevailing Professional services rate;
 - 2.1.6. Balancing Customer Equipment between power sources and across Cabinets
- 2.2 Third party connectivity (other than the one described at section 1.4) may be provided by Bell under a separate service schedule and at Customer's additional expense

3. Fees and Term:

3.1 **Monthly Rates and Service Charges:** Subject to section 3.4 below, throughout the Initial Service Term, the Customer shall pay to Bell the monthly fees (the "Monthly Recurring Charge") for the Service identified below. The Customer shall also pay to Bell the one-time service charges (the "Non Recurring Charge") set out below and any applicable charges including but not limited to features and installation charges. Commodity taxes are not included in the rates set out below and shall be the responsibility of the Customer.



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Site Addresses

MARKHAM 8100-B Warden Avenue, Markham, Ontario
 VSL 9300 Transcanadienne, Ville St-Laurent, Quebec

Product	Description	Qty	Monthly Est. Price	Est. Setup Price
Markham - Cabinet	Dedicated, full cabinet (42U, 19"W x 32"D interior) Includes 2 x 20A 120/208V 3PH circuits (side A with 2 x 5-20R, 36 x C13, and 6 x C19 outlets), 2 x 20A 120/208V 3PH circuits (side B with 2 x 5-20R, 36 x C13, and 6 x C19 outlets). Capacity not to exceed 5,000VA per full cabinet.	1	\$0 00	\$1,500 00
VSL - Cabinet	Dedicated, full cabinet (42U, 19"W x 32"D interior) Includes 2 x 20A 120/208V 3PH circuits (side A with 2 x 5-20R, 36 x C13, and 6 x C19 outlets), 2 x 20A 120/208V 3PH circuits (side B with 2 x 5-20R, 36 x C13, and 6 x C19 outlets) Capacity not to exceed 5,000VA per full cabinet.	1	\$0 00	\$1,500 00
			\$0.00	\$3,000.00
Markham - Power Commitment	2,000 Volt Amps of reserved Markham power with the ability to grow to 5,000 volt amps within existing space.	2,000	\$1,440 00	\$0 00
VSL - Power Commitment	2,000 Volt Amps of reserved VSL Tier III power with the ability to grow to 5,000 volt amps within existing space	2,000	\$1,440 00	\$0 00
			\$2,880.00	\$0.00
Markham - 12-Strand Single Mode FMS to Cabinet (Bell circuit install)	12-Strand Single Mode FMS to Cab (Bell circuit install) 4 week install timeframe.	1	\$0.00	\$1,500 00
VSL - 12-Strand Single Mode FMS to Cabinet (Bell circuit install)	12-Strand Single Mode FMS to Cab (Bell circuit install) 4 week install timeframe	1	\$0 00	\$1,500 00
			\$0.00	\$3,000.00

Final Price \$2,880.00 \$6,000.00

Overage and Remote Hands	Description	Rate
Remote Hands	Remote Hands Rate During Business Hours	\$150 00
Remote Hands	Remote Hands Rate During Off-Hours	\$150 00
Production VA overage	Production site overage rate for usage in excess of commit	\$0 76
DR VA overage	Disaster Recovery site overage rate for usage in excess of commit	\$0 62

3.2 Initial Service Term: [70 months]

The Initial Service Term shall commence on the first day the Services are installed and ready for use as such date shall be confirmed in a notice sent by Bell to Customer to this effect (the "Service Commencement Date")

Unless the Customer or Bell gives a notice to the other as described in the Service Schedule, this Appendix A will automatically be renewed at the end of the Initial Service Term on the same terms and conditions for an additional one (1) year term (a "Service Renewal Term") At the end of each Service Renewal Term an additional Service Renewal Term will commence unless the Customer or Bell gives notice to the other as described in the Service Schedule Bell may change the Fees for a Service Renewal Term of this Appendix A by providing the Customer with at least ninety (90) days advance written notice of the change before the end of the then current Initial Service Term or Service Renewal Term, as the case may be. Notwithstanding any other provision of the Service Schedule or of this Appendix A, the Term with respect to this Service shall not extend beyond the term of the Underlying Rights for the applicable data centre



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3.3 Cancellations: If Customer cancels or delays a request for Service before the Service Commencement Date Customer will be charged the actual Non Recurring Charges incurred that cannot otherwise be reasonably recovered by Bell

3.4 Pricing Revision: The Fees set out in section 3.1 are valid and in effect for the first year of the Initial Service Term. Thereafter, Bell may once in each year and in its sole discretion, increase the Fees described in section 3.1 when the price for electricity for the province within which the data centre is situated increases by two (2%) percent over the applicable rate in effect as of the date Customer signed this Appendix (the "Electricity Increase"). In such a case, Bell may increase the Fees of section 3.1 by the lesser of 10% or the Electricity Increase and Bell shall provide Customer with thirty (30) days prior written notice and such increase shall be applied to all Bell customers who have purchased similar services on similar terms and conditions as Customer and shall not solely target the Customer. For subsequent Electricity Increases the increase of two (2%) percent shall be calculated from the date the previous Electricity Increase was implemented.

4. Service Level Agreements (SLA):

This section sets out all SLAs applicable to the Services. These SLAs set out which credits are available to Customer should Bell fail to meet the applicable SLA. Those credits are Customer's sole and exclusive rights and remedy against Bell in the event Bell fails to meet the SLA, and Customer hereby waives all other rights, recourses and remedies, whether available by contract, state, law, equity or otherwise.

Availability is the time when the Service has been available during a period of one month over the total average potential monthly availability which is 730 hours (hereinafter "Availability").

4.1 Facility Power & Environmental Control Service Level Agreement:

- 4.1.1. Facility power and environmental control systems Availability in Montreal and Toronto - 100% Uptime SLA
- 4.1.2. Facility power and environmental control systems Availability in Calgary and Vancouver - 99.999% Uptime SLA.
- 4.1.3. The data centre Power and environmental SLA is considered to be in non-compliance when neither of Customer's Cabinet(s) or half Cabinet's power distribution bars are able to provide power to Customer Equipment as confirmed by Bell as a "Service Outage". This SLA is applicable to infrastructure from the data centre demarcation point up to the Bell provided bar.
- 4.1.4. THIS SERVICE LEVEL AGREEMENT IS VOID IF CUSTOMER DOES NOT TAKE ADVANTAGE OF THE REDUNDANT POWER SOURCES PROVIDED OR EXCEEDS THE CABINET POWER LIMITATION STATED UNDER THE POWER SECTION

4.2 Network Availability Service Level Agreement:

- 4.2.1. Network Availability in Montreal and Toronto - 100% Uptime SLA
- 4.2.2. Network Availability in Calgary and Vancouver - 99.999% Uptime SLA
- 4.2.3. The Network Availability SLA is considered to be in non-compliance when neither of the Customer's redundant network connections for its cage, cabinet, half cabinet or managed environment are able to connect to the data centre autonomous system
- 4.2.4. THIS SERVICE LEVEL AGREEMENT IS VOID IF CUSTOMER DOES NOT TAKE ADVANTAGE OF THE REDUNDANT NETWORK CONNECTIONS PROVIDED

4.3 Exemptions & Maintenance Windows.

4.3.1 Exemptions

- SLAs do not include scheduled and emergency maintenance windows (See Maintenance Windows, below),
- SLA do not apply if it is determined that an outage was caused by Customer activity
- SLA do not include periods of downtime due to Customer-initiated commands, file transfers, or systems administration;
- SLA do not include periods of downtime due to Customer-directed and requested work,
- SLA do not include Service disruptions due to acts of God or any force majeure event or occurrence,
- SLA do not include Customer design, choice and deployment of hardware in Cabinets that creates points of failure;

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- SLA do not include Customer hardware deployment which results in overloaded circuit breaker conditions that causes a loss of power to circuit(s). It is Customer's responsibility to balance the power between circuits & phases in its cabinet - failure to do so will invalidate the SLA in the event of a power failure

4.3.2. Maintenance Windows

- The Bell scheduled maintenance window is Sunday and Wednesday 1.00am - 6.00am local time with respect to data centre location i.e. Toronto & Montreal data centres are EST and Calgary data centre is MST. Customers will be notified at least five (5) business days in advance of a maintenance window where scheduled maintenance will be performed. For clarity, these reserved maintenance windows are used as required, most commonly to perform maintenance on Bell's core network and environmental infrastructure and are typically non-intrusive and not intended to impact the customers' overall uptime.
- Bell may require emergency maintenance windows to proactively avert possible critical problems. Given the nature of emergency maintenance, there is no scheduled emergency maintenance window. However the Customer will be notified when emergency maintenance is being performed, either before or immediately after the work is complete.

4.3.3. Credit Requests

If an Uptime Percentage SLA established for the Service is not met during a given month and the Customer delivers to Bell written notice of this failure and a request for compensation within thirty (30) days following the end of the month, Bell shall issue a credit equal to 1/30th of the Customer's monthly recurring Fee(s) payable to Bell for each hour of service downtime for the impacted Service during the month the failure occurred. However, the total maximum credit for all the SLA during any given month shall not exceed 10% of Customer's total monthly recurring Fee(s) for Co-location Services. The credits set out in this section are Customer's sole remedies if Bell fails to meet the Service Levels.

5. Specific Terms & Conditions:

5.1 Insurance: The Customer agrees to maintain throughout the term of this Appendix A-1 at its sole cost and expense.

5.1.1. Comprehensive General Liability Insurance on an occurrence basis in an amount not less than two million dollars (\$2,000,000) combined single limit for bodily injury including death, personal injury and property damage including loss of use, and also covering for (A) blanket contractual liability (B) owners' and contractors' protect liability (C) products and completed operations liability (D) broad form property damage (E) tenants legal liability (F) non-owned automobile liability, and (G) contingent employers liability. This insurance shall include Bell as an additional insured and contain both cross liability and severability of interests clauses;

5.1.2. All risks property insurance on a replacement cost basis including business interruption and insuring all of the Customer's real and personal property situated on or within the licensed premises including all leasehold improvements with Bell recorded as loss payee as its interest may appear, and the Customer shall arrange for its property insurers to waive all subrogation rights against Bell; and

5.1.3. Boiler and machinery coverage on a replacement cost basis insurance all of machinery and equipment of the Customer and for which is it legally liable within the leased premises with Bell recorded as a loss payee at its interest may appear, and the Customer shall arrange for its property insurers to waive all subrogation rights against Bell

All insurance required to be maintained by the Customer shall be primary with respect to, and not contributing to or in excess of, any other similar or complementary insurance maintained by Bell, and shall be placed with such insurers and in such form and such deductibles are as acceptable to Bell, acting reasonably. Any deductible or self-insured retention in such insurance shall be at the sole cost of the Customer.

Before the commencement date of this Appendix A-1, the Customer must furnish Bell with certificates of insurance which evidence the required insurance as well as renewal certificates or policies of insurance thereafter for the duration of this Appendix A-1, and recording that Bell shall receive thirty (30) days written notice prior to cancellation, and prior to a material change of coverage detrimental to Bell. If the Customer fails to maintain the required coverage or fails to provide evidence satisfactory to Bell of any extension or renewal of the policies, Bell may, but has no obligation to, pay the premium therefore and obtain reimbursement of same from the Customer.

5.2 Data Centre Use: Customer shall use the Service solely for the purpose of installing, maintaining and operating Customer's Equipment within the Customer Space. Customer shall use the data centre, excluding the Customer Space, solely for the purpose of accessing the Customer Space. Customer shall not use the Customer Space, or allow access thereto or use thereof, except in accordance with the terms of this Appendix A-1, the Service Schedule and of the MCANT. Bell may change the location or configuration of the Customer Space, provided that Bell shall not arbitrarily or discriminatorily make such changes. Customer shall not interfere, or allow the operation of its

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equipment to interfere, with Bell or any other user of a data centre. Customer shall indemnify Bell for any liability, cost, loss, expense, or claim arising from Customer's interference with, or damage to, Bell's or any other data centre user's equipment and to the data centre caused directly or indirectly by Customer, its agents, contractors or invitees.

- 5.3 Title to Equipment:** Except as otherwise provided herein, Customer Equipment shall remain the sole property of Customer. Customer expressly disclaims any right, title or interest in or to any of Bell's Equipment or property, or in that of any of Bell's Affiliates, associates, Customers or agents, whether located in the Customer Space or elsewhere. Customer agrees to provide to Bell from time to time during the Term, and when requested by Bell, an up-to-date listing of all of Customer Equipment located in the Customer Space.
- 5.4 Restrictions on Third Party Use:** Notwithstanding any provision herein to the contrary, Customer shall not license, sub-license, lease, sub-lease, sell, swap, exchange, assign, grant indefeasible rights of use in or otherwise transfer or dispose its interest in the use of the Customer Space to anyone without Bell's prior express written consent which Bell may grant or withhold in its sole and absolute discretion.
- 5.5 Installation of Customer Equipment:** Installation of Customer Equipment by or for Customer shall be performed in accordance with Bell's installation policies and specifications as set forth in the "Standard Operating Procedures & Welcome Package". Customer shall comply with all seismic and other requirements of applicable federal, provincial, regional, municipal or other local codes. Customer shall not install racks or cabinets within their Secured Cage but shall engage Bell to do so except where Bell otherwise permits with its express prior written approval. Customer shall bear all costs related to drilling requests, including associated x-ray and structural engineering costs, as applicable. For cable and fiber terminations, all connectors shall be agreed to by the Parties. All Services provided at each Customer Space shall be under the direction and instruction of Customer's personnel, and Customer accepts sole responsibility for Services performed by him or on its behalf and agrees to pay Bell for such Services where they are provided by Bell as set forth herein.
- 5.6 Interconnection with Bell's Equipment:** Bell shall perform the interconnection between Bell's and Customer's Equipment for the fees and charges set forth herein. Where such work is required, Customer shall deliver a written request to Bell, no less than thirty (30) business days in advance, specifying a description of the Services to be provided or other work to be performed and the requested dates and times of such activities. Bell shall respond to such written request, indicating whether the work can be performed, outlining the manner in which the work will be carried out, stating the specifications for the work, and providing a scheduled completion date. If approval of any installation, interconnection, addition or alteration, or of contractors or subcontractors, is required by the provider of Underlying Rights for a data centre, Bell shall submit written request to such party for further approval, and such request shall be subject to approval as set forth in the Underlying Rights.
- 5.7 Restrictions on Installation of Third Party Equipment and Services:** Customer shall only be permitted to install or receive third party equipment and services in the Customer Space with the prior express written consent of Bell, which Bell may grant or withhold in its sole and absolute discretion. Upon such consent, Customer shall only use the third party equipment to operate Customer's communications system. In no event shall Customer grant the third party any right to use the Customer Space, and therefore, no relationship of landlord and tenant shall be created. Customer agrees to provide to Bell from time to time during the Term, and when requested by Bell, an up-to-date listing of all third party equipment located in the Customer Space, including for each item of equipment (i) the name and address of the legal owner, (ii) the manufacturer, and (iii) the serial number or other unique identification number.
- 5.8 Removal of Equipment:** Within fifteen (15) days of expiration or earlier termination of this Appendix A-1 or of the MCANT, Customer shall remove the Customer Equipment and other personal property from the Customer Space at Customer's expense. If Customer fails to remove its equipment and other personal property from the Customer Space within fifteen (15) days following the date of expiration or other date of termination of the applicable Service Term, Bell may remove such items at Customer's sole cost and expense. Customer shall, at its expense, surrender the Customer Space in its original condition, reasonable wear and tear excepted. Without limiting the foregoing, Customer shall, at its sole cost and expense, remove all alterations, additions and improvements made or installed by or for Customer in the Customer Space.
- 5.9 Data Centre Access:** Customer shall be provided reasonable access to the Customer Space subject to all rules, regulations and requirements imposed by Bell including the following: (i) The Customer shall be provided with up to four (4) access cards to the Customer Space. The cost to Customer for additional access cards shall be Bell's then current rate for such cards, (ii) Prior to Bell providing the Customer access to the Customer Space, the Customer shall obtain and provide to Bell a criminal record check on all individuals entering a data centre at the direction of the Customer, and (iii) All individuals entering a data centre at the direction of Customer shall at all times display appropriate identification, and shall display it prominently upon their person.

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- 5.10 Acceptance by Customer:** Customer's installation of equipment shall be conclusive evidence that Customer accepts the Customer Space, and that the Customer Space is suitable for the use intended by Customer and is in satisfactory condition.
- 5.11 Customer Maintenance:** Customer, at its own cost and expense, shall protect, maintain and keep in good order the Customer Space and all equipment in the Customer Space. Customer shall ensure that neither Customer nor its agents, contractors or invitees damage any part of a data centre, Customer Space, nor any equipment located in or about a data centre. Customer shall not allow any debris or supplies to be left in or about a data centre. Customer shall not maintain or permit any nuisances or violations of laws or of governmental or underlying rights provider rules, regulations or ordinances with respect to a data centre. Customer shall ensure that its employees, agents and invitees shall not permit or allow any explosive, flammable or combustible material or any hazardous or toxic materials, as defined under state, provincial, federal or local laws or regulations, to be located in or about a data centre without Bell's prior written consent, and then only in compliance with all applicable laws and regulations. Customer shall be responsible for its own security within the Customer Space.
- 5.12 Compliance:** All maintenance, installation, interconnection, addition, upgrade, modification or other alteration within the Customer Space shall comply with all manufacturers' specifications, all landlord and Bell's requirements, and all local, provincial, federal and other governmental rules, regulations, and codes, and shall meet all industry quality assurance standards.
- 5.13 Additional Events of Termination:** In addition to the other provisions of this Appendix A-1, of the Service Schedule and the MCANT relevant to default, the occurrence of any one of the following events shall constitute a default and breach (i) Customer is not permitted to make any material alteration to the Customer Space, install any equipment outside of the cabinets mentioned in this Appendix A-1 or perform any construction without first obtaining Bell's written approval. A material alteration includes but is not limited to erecting signs or devices on the exterior of the storage cabinet.; (ii) Customer's vacation or abandonment of a data centre, (iii) Customer's unauthorized interconnection with or transfer of the use of the Customer Space; or (iv) Customer's interference with Bell or any other user of a data centre that continues for eight (8) hours following notice from Bell, or (v) Customer's inappropriate use of the Customer Space or data centre that puts the integrity of the physical premises at risk, determined by Bell in its sole discretion acting reasonably. Upon default by Customer, Bell may, without notice or demand, in addition to any other right or remedy available hereunder, or at law or in equity, terminate this Appendix A-1, the Service Schedule, in whole or in part, and remove all of Customer's Equipment from the Customer Space and/or store the same at Customer's expense. Customer expressly waives any damages occasioned by such removal. Any equipment so removed and/or stored will be returned to Customer upon payment in full of all removal and storage costs and of all Fees and charges due and owing to Bell. Storage charges due to Bell will be a minimum of \$200.00 per day. If within thirty (30) days following such equipment removal, Customer has not requested the return of its equipment and paid any sums owed, then Bell may, without prejudice to any other rights or remedies exercise all rights of ownership over such equipment including the right to sell the same and retain possession of any sale proceeds. Without limiting the foregoing, Bell may at its entire discretion, in case of default by the Customer, before or instead of terminating this Appendix A-1, suspend the application of any SLA by advising the Customer and indicating the measures that must be undertaken by the Customer for Bell to restore the application of the SLA.

This Appendix A-1 is an integral part of the Service Schedule to the MCANT above mentioned and is governed by its terms and conditions

By signing this Appendix, the Customer indicates that it has read, understands and agrees with all of the terms and conditions set out or referenced in this Appendix A-1, the Service Schedule and the MCANT.

<p>BELL BUSINESS MARKETS – MANAGED SECURITY SERVICES</p> <p>SIGNATURE: <u><i>Giovanni Sansalone</i></u> NAME: <u>GIOVANNI SANSAZONE</u> TITLE: <u>Director, Product Mgmt & Develop</u></p> <p>I am authorized to bind Customer to the terms and conditions of this Service Schedule.</p> <p>DATE: <u>10/19/2012</u></p>	<p>BELL CANADA</p> <p>SIGNATURE: <u><i>R. Sheppard</i></u> NAME: <u>Richard Sheppard</u> TITLE: <u>Vice President - Sales</u></p> <p>I am authorized to bind Bell Canada to the terms and conditions of this Service Schedule.</p> <p>DATE: <u>10/19/2012</u></p>
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TAB D



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**SIP TRUNKING SERVICE SCHEDULE ("Service Schedule")
 TO MASTER COMMUNICATIONS AGREEMENT - NON-TARIFFED**

Customer Name:
 TARGET CANADA CORP

1. TERM

- (a) **Initial Service Term** The initial service term of this Service Schedule is 5 years ("Initial Service Term"), and shall begin on March 1, 2012 and will continue for 60 months following Customer acceptance of the last IPVPN circuit installed under the initial 132 Site commitment **Service Renewal Term** At the expiration of the Initial Service Term Customer shall have the option to renew at the same rates and terms for up to three (3) one-year renewal periods (each a "Service Renewal Term") Bell will provide Customer with notice of expiry of this Service Schedule (i) at least 60 days prior to the expiry of the then current Service Term, and (ii) within 35 days following any Service Renewal Term Notices shall be delivered in compliance with the Agreement
- (b) **Use of Services Beyond Service Term** If the Customer continues to receive the Service after the expiry of the Initial Term or of the last Renewal Term, the terms and conditions of the Agreement including this Service Schedule shall continue to apply during that period for up to ten (10) months (Transition Period) after which time this Service Schedule shall terminate unless extended by mutual written agreement of the parties
- (c) **Agreement Term** Customer and Bell agree if the Initial Service Term, or Service Renewal Term, as the case may be, extends beyond the Agreement Term, the terms and conditions of the main body of the Agreement shall remain in effect and apply to this Service Schedule until its expiration or termination, as the case may be
- (d) **Month to Month Term** During the Service Term, Customer may order from time to time certain SIP Trunking Services and/or Options and Features on a month to month basis ("Month to Month Term"), as defined in the Rate Table in 3 (b)

2. SERVICES

- (a) **Description of SIP Trunking Services** The SIP Trunking Service provides customers with voice connectivity for calls to and from the PSTN riding over the customer's data network, which is connected to our MPLS network One SIP Service is associated with one unique VRF towards Bell's SIP Trunking Service, and works together as one SIP Customer ID ("Customer ID") Each Customer ID works together as a group of Trunk Groups, and is billed to one Billing Account Number (BAN). A SIP Trunk Group provides the signaling and call capacity handling of a single, or a group of virtual voice channels with local calling rights in the rate centre in which it is associated Each Trunk Group is billed to a single Pilot Telephone Number (PTN), and may have multiple Telephone Numbers and features associated with it Each single virtual voice channel in a Trunk group is called a "concurrent call" Customer may have one or more SIP Trunk Groups, each with multiple concurrent calls
- (b) **Service Demarcation Point** The physical service demarcation point for the Service is Bell's Session Border Controller (SBC) The logical demarcation point for the Service is the Bell facing port of the customer's IPPBX or any other device providing the SIP hand-off point Customer may have more than one Customer ID, each with a unique demarcation point

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