



Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-33

3 FEES

(a) **Service Term Fees** For the duration of the Service Term, Customer shall pay to Bell for Services ordered by Customer for the Service Term, the fees ("Fees") shown in section 3(b), below, plus any fees mandated or directed by the CRTC, and all applicable Taxes. The Fees cover, at a minimum, the tariffed fees for all occurrences of that service in regulated exchanges covered in this Schedule, as described in Section 2.

Customer agrees that the total charges for each Service, each month, including the Service Charges applicable to the Services provided under this Agreement (the Benchmark Fees), during the remainder of the Service Term, will exceed the total of fees for the services provided in regulated territory calculated at the then prevailing Tariff rates for the Services, in the regulated locations. If the Benchmark Fees do not exceed the total of fees for the Services provided in regulated territory calculated at the then prevailing Tariff rates for the Services in the regulated locations in any month, then the Benchmark Fees shall be automatically revised up to an amount equal to the total of fees for the Services provided in regulated territory calculated at the then prevailing Tariff rates for the Services in the regulated locations.

Regulated Services are required to be provided and shall only be provided in compliance with and subject to all applicable tariffs, including Bell Canada General Tariff Item 7040 and Bell Aliant General Tariff Item 70, and all other relevant tariffs approved by the Canadian Radio-television and Telecommunications Commission (the "CRTC"). Bell may amend the Tariffs, including the Fees (as defined in Section xx below), from time to time with the approval of, or as required by, the CRTC, and in such case this Service Schedule shall be considered to be amended accordingly for the purposes of the regulated Services. The Tariffs will prevail over any provision of this Service Schedule. If the CRTC decides that a Service will be forborne from regulation, then unless the Parties agree in writing otherwise, this Service Schedule, will remain in full force and effect for that Service and will be considered to incorporate all rates, charges, terms and conditions set out in the Tariffs as at the effective date of forbearance, for the remainder of the MCP or then-current Renewal Period (as defined in Section 1), as applicable.

(b) **Rate Table** The following rates will apply per month, for each Service listed in 2 (c). The SIP Volume Discounts will be applied based on total concurrent call volumes across all of Customer's Customer ID BANs associated with the same Service Schedule.

| Service Features | Charged per | Monthly recurring charges (MRC) |
|--|---|--|
| SIP Service Extension | Service Extension | \$22.50 |
| Trunk Groups | Trunk group purchased | \$9.00 |
| Concurrent calls | Concurrent call for each Trunk Group | \$21.35 |
| Alternate Rate Centre Hop (ARCH) | Concurrent call for each applicable Trunk Group | \$18.00 |
| SIP Telephone Numbers | Charged per | Monthly recurring charges (MRC) |
| 1 yr Service Term | Telephone Number (SIP TN) | \$2.80 |
| 2 yr Service Term | Telephone Number (SIP TN) | \$2.40 |
| 3 yr Service Term | Telephone Number (SIP TN) | \$2.00 |
| 4 yr Service Term | Telephone Number (SIP TN) | \$1.50 |
| 5 yr Service Term | Telephone Number (SIP TN) | \$1.20 |
| Options and Features | Charged per | Monthly recurring charges (MRC) |
| Overflow Handling - PSTN | MRC per # calls the customer wants to overflow | Prevailing Month to Month Fees, as amended from time to time |
| Overflow Handling Trunk Group | MRC per # calls the customer wants to overflow | |
| Dest Unreachable PSTN | MRC per # calls the customer wants to overflow | |
| Dest Unreachable Trunk Group | MRC per # calls the customer wants to overflow | |
| Outgoing Name Number Display | MRC per # of max outgoing calls they have set on the trunk group | |
| Calling ID Name And Number | MRC per concurrent incoming calls only | |
| Active/Active Configuration | MRC per Trunk Group | |
| SIP Telephone numbers (non-contracted) | Per number requested | |
| Bell Relay Service | Per concurrent call - added to conc call price - per existing legislation | |
| 911 | Per existing legislation | |

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- (c) **Month to Month Fees** If Customer orders any Month to Month Services, Customer shall pay to Bell the then applicable and prevailing Month to Month Fees in effect from time to time for such Month to Month Services, plus all applicable Taxes. Bell will apply the SIP discount, as applicable, to Month to Month Fees. In addition to and without limiting any rights Bell has under the Agreement, Bell may amend the Month to Month Fees for the Month to Month Services from time to time on prior notice to Customer. Bell will amend the Rate Table above in 3 (b) from time to time as new Features and Options become available or are required by Customer and apply similar discounts as stated in the Rate Table.
- (d) **Early Provision of Services.** If Customer orders and receives Services, including Month to Month Services, prior to the beginning of the Initial Service Term, Customer shall pay Bell's then applicable and prevailing Month to Month Fees for all such Services until the first day of the Initial Service Term, plus all applicable Taxes, all in accordance with the terms of the Agreement.
- (e) **Signing Bonus.** In consideration of the 5-year agreement on the IP VPN service for 133 stores, Customer will receive \$225,000 signing bonus on the SIP service once the schedule is finalized which is a bonus or incentive being provided in lieu of a discount to be earned over the 5-year period. The incentive is to be provided at the end of each anniversary year of the 5-year term.

TABLE 1 – SIP-T ONE-TIME CHARGES

| Title | Comments | Unit of Measure | Billing Frequency | Total Quantity | Unit One-Time Charge | Extended One-Time Charge |
|---|-----------------------------|--|-------------------|----------------|---------------------------------|--------------------------|
| SIP Service Extension | Service Charge - One Time | per unit | One-Time Charges | 3 | \$ 250.00 | \$ 750.00 |
| Concurrent Calls | Service Charge - One Time | per unit | One-Time Charges | 1,050 | \$ 50.00 | \$ 52,500.00 |
| SIP Trunking Caller ID & Number Inbound | Service Charge - One Time | per number of trunk groups | One-Time Charges | 74 | \$ 10.00 | \$ 740.00 |
| SIP Trunking - Outgoing Name and Number | Service Charge - One Time | NRC per number they wish to add the feature to. MRC per # of max outgoing calls they have set on the trunk group | One-Time Charges | 74 | \$ 25.00 | \$ 1,850.00 |
| Trunk Group (TG) | Service Charge - One Time | per unit | One-Time Charges | 100 | \$ 50.00 | \$ 5,000.00 |
| Overflow to TG or PSTN (Optional) | NRC charged per trunk group | per number of trunk groups | One-Time Charges | 0 | \$ 25.00 | \$ - |
| Destination Unreachable (Optional) | NRC charged per trunk group | per number of trunk groups | One-Time Charges | 0 | \$ 25.00 | \$ - |
| ARCH (Alternate rate Centre) | Service Charge - One Time | per unit | One-Time Charges | 250 | \$ - | \$ - |
| SIP Telephone Numbers (74 blocks of 20) | Service Charge - One Time | per number requested | One-Time Charges | 1,480 | \$ 1.20 | \$ 1,776.00 |
| | | | | | ONE-TIME CHARGES - TOTAL | \$ 62,616.00 |

TERMS AND CONDITIONS – ONE-TIME CHARGES

- a) Bell has agreed to waive \$40,000 of One-Time charges as shown in Table 1 in Section 3 provided that Customer's monthly minimum spend upon completion of the ramp-up period of 132 IPVPN Sites is at least equal to \$30,030.23 as shown in Table 2 of Section 3.
- b) All pricing is in Canadian dollars.
- c) Any taxes applicable to the service are extra, and where applicable, shall be charged separately in full to the customer.
- d) Any additional charges due to customization, once reviewed and agreed to by both Bell and Customer are considered extra and shall be charged separately in full to the customer.



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TABLE 2 - SIP-T MONTHLY RECURRING CHARGES

| Title | Comments | Unit of Measure | Billing Frequency | Total Quantity | Unit Price - List | Unit Discount % | Discounted Monthly Unit Price | Minimum Monthly Fees |
|---|--|---|-------------------|----------------|-------------------|-----------------|-------------------------------|----------------------|
| SIP Concurrent Calls | | Per unit | Monthly Recurring | 1,050 | \$ 25.13 | 15% | \$ 21.36 | \$ 22,428.53 |
| SIP Trunking Caller ID & Number Inbound | | NRC per Trk Group MRC per concurrent number of inbound calls | Monthly Recurring | 300 | \$ 2.00 | 10% | \$ 1.80 | \$ 540.00 |
| SIP Trunking - Outgoing Name and Number | 1 per store plus 10 for Head Office | NRC per number they wish to add the feature to MRC per # of max outgoing calls they have set on the trunk group | Monthly Recurring | 74 | \$ 2.00 | 10% | \$ 1.80 | \$ 133.20 |
| Trunk Group (TG) | One TG per Rate Centre (RC) | Per Unit | Monthly Recurring | 65 | \$ 10.00 | 10% | \$ 9.00 | \$ 585.00 |
| ARCH (Alternate Rate Centre) | Concurrent calls for each applicable Trunk Group | Per Concurrent calls for each applicable Trunk Group | Monthly Recurring | 250 | \$ 20.00 | 10% | \$ 18.00 | \$ 4,500.00 |
| SIP Telephone Numbers (74 blocks of 20) | | Per Unit | Monthly Recurring | 1,480 | \$ 2.00 | 40% | \$ 1.20 | \$ 1,776.00 |
| SIP Service Extension | Geo redundant connection (CGY, TO, MTL) | Per Unit | Monthly Recurring | 3 | \$ 25.00 | 10% | \$ 22.50 | \$ 67.50 |
| Overflow to TG or PSTN (Optional) | Incoming calls overflowing - all facilities busy | NRC per applicable trunk group MRC per # calls the customer wants to overflow | Monthly Recurring | 0 | \$ 10.00 | 10% | \$ 9.00 | \$ - |
| Destination Unreachable (Optional) | Incoming calls redirected connectivity broken | NRC per applicable trunk group MRC per # calls the customer wants to overflow | Monthly Recurring | 0 | \$ 10.00 | 10% | \$ 9.00 | \$ - |
| MINIMUM MONTHLY FEES - TOTAL | | | | | | | | \$ 30,030.23 |

TERMS AND CONDITIONS - MONTHLY RECURRING CHARGES

- a) All pricing is in Canadian dollars
- b) Any taxes applicable to the service are extra, and where applicable, shall be charged separately in full to the customer
- c) Any options or features not quoted are subject to similar discounts applied in the Rate Table in 3 (b)
- d) Any additional charges due to customization, once reviewed and agreed to by both Bell and Customer, are considered extra and shall be charged separately in full to the customer
- e) Minimums for contracted Service Elements and Telephone Numbers may be adjusted once during the contract term and only with mutual agreement from both parties, after 132 IPVPN sites have been installed with six (6) months of call pattern data as history

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4 SERVICE LEVELS

a) **Service Level Agreements (SLAs):** if Bell fails to meet a Service Level Agreement (SLA) the rights and remedies set out in Section 4 (b) will apply

| Management Category | Measurement | SLO / SLA | Target |
|---------------------|--|-----------|---|
| Availability | Availability of SIP Trunking Service to the customer | SLA | 99.90% |
| Incident | Mean Time to Restore | SLA | 4 Hours for Service Affecting Incidents |

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

- i) For Availability: For a failure to satisfy this SLA in a given month, calculated applying the formula set out in Appendix 1, a credit equal to 5% of the total Monthly Fees payable as set out in Section 3 (b)
- ii) For MTTR: For a failure to satisfy this SLA, a credit equal to 5% of the Monthly Fees payable as set out in Section 3 (b), for the Trunks which contribute to the SLA failure

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

- i) Changes are requested or made after an initial order will invalidate current month SLAs
- ii) When a customer subscribes to more than one SIP Service Extension per Customer ID as outlined in Section 2, a loss of one of the 2 links shall not be considered as "service unavailable". For further clarity, Service availability will be reported as available since the Secondary Extension is available to route the Customer's voice. However any credits associated with MTTR will be applicable.

5 OTHER TERMS AND CONDITIONS

- (a) **Migration.** If Customer terminates a Service prior to the expiry of the then current Service Term, Customer may not be required to pay Termination Fees as set out in the main body of the Agreement if Customer and Bell mutually agree to move to a newer technology service with Bell and Customer orders the newly agreed-to Bell alternative access service ("New Service") under a New Service Schedule to this Agreement or under a new agreement with Bell for the New Service.
- (b) **Additional Services.** Customer may order additional Services prior to the expiry of the then current Service Term for the Fees set out under Section 3(b), provided such additional Services are added at least 6 months prior to the end of the then current Service Term. SIP Trunking Services may be added during the remaining 6 months of the then current Service Term, in which case Customer shall at its election pay (i) Bell's then prevailing and applicable Month to Month Fees for the Month to Month Services in effect from time to time, or (ii) the Fees set out in Section 3(b), if Customer agrees to renew the Services for a subsequent Service Renewal Term of at least one (1) year.
- (c) **Moves; Changes.** If Customer wishes to relocate from one location to another with a period of concurrent SIP Service in both locations, Customer may request that Bell install the same SIP Service at the new location, if available, and shall pay for each SIP Service the Fees under this Service Schedule, as increased by Bell as permitted from time to time. Any Service or Month to Month Service moves or other changes which Customer requests will be charged on Customer's subsequent monthly invoice.

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(d) **Service Charges** In addition to the Fees, the Month to Month Fees and Taxes set out in Section 3, and other amounts owing under the Agreement, Bell may also apply service charges from time to time ("Service Charges" as referred to in Appendix 2), including without limitation those in connection with (i) orders, rulings, mandates or directories received from CRTC, (ii) returned or rejected payments, collection efforts and administrative costs, and/or (iii) for work associated with the installation and/or move and rearrangement of the Services or Month to Month Services, such as

- SIP Service Extension Installation Charge - applies per SIP Service Extension between the SIP Service and the customer's WAN
- Trunk Group - applies per Trunk Group installation
- Concurrent Call Installation Charge - applies per concurrent call
- Overflow Service Charge - applies per Trunk Group with Overflow Feature
- Destination Unreachable - applies per Trunk Group with Destination Unreachable Outgoing Name and Number display activation Outbound Name and Number Display Activation - applies per telephone# on which outbound name feature requested
- Calling Name and Number ID Activation - applies per Trunk Group with CLID

Bell may increase any Service Charge from time to time during the Service only if the service charge elements are impacted by tariff changes as regulated by the CRTC

Directory Errors and Omissions

In the case of errors or omissions in directory white and yellow page standard listings whether or not the error or omission relates to a telephone number Bell's sole and entire liability is limited to making a refund or canceling any charge associated with such listings for the period during which the error or omission occurred

In the case of errors or omissions in telephone numbers in directory white and yellow page listings, unless central office facilities are unavailable, Bell's sole obligation and liability is to provide Reference of Call Service, free of charge, until the earlier of, (i) the termination of the Services and (ii) the distribution of updated directories for that district in which the number or listing is correct

(f) **Bell-Initiated Changes in Telephone Numbers and Service Arrangements.**

Customer has no property rights in telephone number(s) assigned to it. Bell may change such number(s), provided it has reasonable grounds for doing so and has given reasonable advance written notice to Customer, stating the reason and anticipated date of change. Customer agrees in cases of emergency, oral notice with subsequent written confirmation will be sufficient

Whenever Bell changes Customer's telephone number(s) on its own initiative, it must, unless there are insufficient central office terminations available, provide Reference of Call service without charge until the earlier of (i) termination of the Services and (ii) the distribution of updated directories for that district showing the new number or listing is correct

(g) **Termination Fees.**

In the event the Customer terminates an Access (the "Terminated Access") and/or Site (the "Terminated Site") prior to the end of the Initial Service Term or Service Renewal Term, the Customer shall be charged an early termination Fee for such Terminated Site and/or Terminated Access equal to (i) 50% of the remaining monthly Fees for the Terminated Site and/or Terminated Access that would have been payable to the end of the Initial Service Term or Service Renewal Term, plus applicable taxes, and (ii) 100% of the reasonable out-of-pocket expenses that Bell incurs or will incur in connection with its contractual arrangements with providers in connection with the Terminated Access or Terminated Site. For greater certainty, out-of-pocket expenses shall include 100% of the remaining monthly fees payable by Bell to a third party provider (the "Site/Access Termination Fees") The Site/Access Termination Fees are liquidated damages and consideration for the Terminated Site and/or Terminated Access and are not a penalty. If the Customer cancels a Site during the installation, the Customer will be charged 100% of the reasonable expenses that Bell incurs or will incur in connection with such cancellation

(h) **Provincial Tax related to Long Distance Calling**

Customer may make calls initiated from users in one province via a Trunk Group assigned in another province only when the resulting call is not a long distance call, to ensure that provincial tax on Long Distance charges are applied to the correct province. Bell will monitor the Trunk Group traffic patterns for the purpose of identifying long distance calls placed from users in a different province than the Trunk Group on which call is being placed, and, if such calls are found, will notify Customer and require Customer to implement a change to the programming of the Customer's VoIP equipment to prevent the occurrences from continuing to take place. Customer acknowledges and agrees that the associated programming change shall be implemented within 5 days after such notification. Should Customer fail to implement the VoIP equipment programming change within such 5 day timeframe, Bell may block callers from the alternate exchange(s) in question, via the Trunk Group in question, for all calls, until the correction is completed

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(i) Confidentiality

Bell provided IP addresses are considered Bell Confidential. All IP addresses are the property of Bell and are provided solely for the Customer's use.

(j) Technology Roadmap

Bell will work with Customer in order to drive a strategic roadmap which will encompass technological as well financial gain for both organizations with a view on timelines for new releases to occur. These reviews are to take place on a bi-annual basis, and may include:

- i) Review of current technology offerings
- ii) Upcoming technology, description/overview and the dates it will be available
- iii) Non-binding pricing for upcoming technology
- iv) Current network upgrades and any future enhancements
- v) Any new special offers and technologies coming that could add value to Customer

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

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

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

6. Emergency Services - 9-1-1 Dialing.

- (a) 9-1-1-Dialing – Customer must inform all users and potential users of the Service of the nature and limitations of the 9-1-1 Service.
- (b) Customers placing a 9-1-1 call from a SIP Trunk Group will be routed to an emergency operator (an "Operator") and will have to provide their specific address/location. Once this information has been successfully provided to the Operator, the Operator will route the customer's call to the appropriate Public Safety Answering Point ("PSAP") corresponding to the provided address/location. Customer further acknowledges and agrees that the call may not be handled by such PSAP in the same way as traditional wireline 9-1-1 services.

Customer is solely responsible for providing the Operator with the correct address/location information and any other necessary information when Customer dials 9-1-1 from a SIP Trunk Group. If Customer does not provide the Operator with the correct address/location information, Customer acknowledges and agrees that emergency services may be dispatched to the wrong address, and Customer further agrees to indemnify and hold harmless Bell and its suppliers from any and all claims or actions arising out of any such misrouted 9-1-1 calls.

Customer acknowledges and agrees that 9-1-1 calls originating from an address or location outside of Canada cannot be routed to any PSAP or emergency service by the Operator. Customer also acknowledges and agrees that 9-1-1 calls originating from any address or location within Canada but outside of Bell's traditional operating territory will be routed to another operator prior to being routed to the appropriate PSAP. As a result, Customer acknowledges and agrees that delays may occur in the dispatching of emergency services to the correct address, and Bell therefore recommends that customers outside of Bell's traditional operating territory should use a traditional wireline service to call 9-1-1.

- (c) 9-1-1-Type Dialing Subject to Outages - Customer acknowledges and understands that if there is a Service outage for any reason, including, without limitation, as described elsewhere in this Service Schedule, such outages may prevent some or all elements of the Service, including 9-1-1-type dialing, from working.

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By signing below, Bell and Customer agree that this Service Schedule is attached to and forms part of the Agreement, and all the Services and the Month to Month Services described herein are governed by the terms and conditions of this Service Schedule and the Agreement. Capitalized terms used but not defined in this Service Schedule have the meaning given to them in the Agreement.

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



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Appendix 1. Glossary of Terms and Definitions

-Details

SIP Service Extension A service extension that enables a data customer's VRF to use the SIP Trunking service over their VRF. Customer may subscribe to a maximum of 3 SIP Service Extensions per Customer ID, one to each of the 3 Bell geographic SBC locations.

Trunk Groups A group of concurrent calls with Telephone numbers assigned from a single rate centre, (also known as local calling area or exchange). Includes SIP signalling, DNIS, etc. Customer must have this option, and have at least one Trunk Group per rate centre/exchange where he wishes to have local calling capabilities.

Concurrent calls One concurrent call allows for 1 simultaneous PSTN call. For billing purposes, total quantity of concurrent calls is the applicable rating element to the SIP Volume Discount thresholds. Bell Relay Service charges mandated by CRTC apply per concurrent call.

Customer ID One SIP Service is associated with one unique VRF towards Bell's SIP Trunking Service, is called a Customer ID. Each Customer ID works together as a group of Trunk Groups, and is billed to one Billing Account Number (BAN).

Alternate Rate Centre Hop (ARCH) Customer benefits from having unlimited long distance between all Trunk Group rate centres in the same Customer ID. ARCH charge is the charge associated with this benefit, and applies to all Trunk Groups, except that Customer will receive one Rate Centre per SIP Service Extension, per Customer ID, in which ARCH charge does not apply.

Optional Features-Details

Overflow Handling - PSTN The ability to overflow a customer's calls from a trunk group to an existing (customer) PSTN number. Reduces risk of dropped calls when usage exceeds the number purchased.

Overflow Handling Trunk Group The ability to overflow a customer's calls from a trunk group to an existing (customer) trunk group within the same Customer ID. Reduces risk of dropped calls when usage exceeds the number purchased.

Dest Unreachable PSTN The ability to reroute a customer's calls from a trunk group to an existing (customer) PSTN number. Reduces risk of dropped calls due to customer side outage.

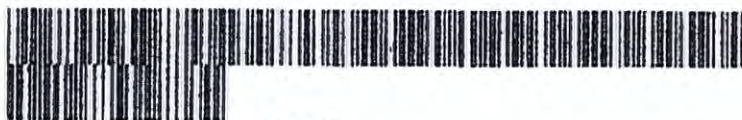
Dest Unreachable Trunk Group The ability to reroute a customer's calls from a trunk group to an existing (customer) trunk group within the same Customer ID. Reduces the risk of dropped calls due to customer side outage.

Outgoing Name Number Display The ability for the customer to set a name and/or a number that is viewable on the set of the terminating number of the call.

Calling ID Name And Number The ability for customer to view the incoming caller's name and telephone number.

SIP Trunking Availability : The measurement as a percentage of time over the calendar month of the availability of SIP Trunking Service to end users (as measured from the Service demark to CUSTOMER VoIP equipment), calculated pursuant to the formula described below:

$$\text{Availability} = \frac{\text{Total eligible time in a calendar month} - \text{Outage Time in month per Bell Measured Trouble Tickets opened against SIP Trunking Service}}{\text{Total Eligible time in calendar month}}$$



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Appendix 2 Customer SIP Trunking Unit Pricing as of January 1, 2012

| | | | | |
|----------------------------------|---|---|-----------|---------|
| SIP Service Extension | A service extension enables a data customer to use the SIP Trunking service over their data service by connecting their WAN to a SIP Trunking SBC in either Toronto, Montreal or Calgary. Customer must subscribe to 1 SIP Service Extension in 1 SBC geographic site in order to have service and may subscribe to a max of 3 (one to each SBC site) for SBC redundancy. | Number of Service Extensions the customer buys | \$ 250 00 | \$22 50 |
| Trunk Groups | Bell requires that customer has at least 1 Trunk Group per rate centre/exchange where he subscribes to SIP. Customer application requirements may drive requirement for more TG in each rate centre. | Number of Trunk groups purchased | \$50 00 | \$9 00 |
| Concurrent calls | Number of concurrent calls purchased by customer, plus associated Bell Relay Service charges mandated by CRTX. | Concurrent calls for each applicable Trunk Group | \$60 00 | \$21 36 |
| Alternate Rate Centre Hop (ARCH) | ARCH charges apply to all Trunk Groups | Concurrent calls for each applicable Trunk Group | \$ - | \$18 00 |
| Overflow Handling - PSTN | The ability to overflow a customer's calls from a trunk group to an existing (customer) PSTN number. Reduces risk of dropped calls when usage exceeds the number purchased. | NRC per applicable trunk group. MRC per # calls the customer wants to overflow. | \$25.00 | \$9 00 |
| Overflow Handling Trunk Group | The ability to overflow a customer's calls from a trunk group to an existing (customer) trunk group number. Reduces risk of dropped calls when usage exceeds the number purchased. | NRC per applicable trunk group. MRC per # calls the customer wants to overflow. | \$25 00 | \$9.00 |
| Dest Unreachable PSTN | The ability to reroute a customer's calls from a trunk group to an existing (customer) PSTN number. Reduces risk of dropped calls due to customer side outage. | NRC per applicable trunk group. MRC per # calls the customer wants to overflow. | \$25 00 | \$9 00 |
| Dest Unreachable Trunk Group | The ability to reroute a customer's calls from a trunk group to an existing (customer) trunk group. Reduces the risk of dropped calls due to customer side outage. | NRC per applicable trunk group. MRC per # calls the customer wants to overflow. | \$25 00 | \$9 00 |
| Outgoing Name Number Display | The ability for the customer to set a name and/or a number that is viewable on the set of the terminating number of the call. | NRC per number they wish to add the feature to. MRC per # of max outgoing calls they have set on the trunk group. | \$25 00 | \$1 80 |
| Calling ID Name And Number | The ability for customer to view the incoming caller's name and telephone number. | NRC per trunk group. MRC per concurrent incoming calls only. | \$10 00 | \$1 80 |
| 911 | Per existing regulations. | | \$ - | \$0 19 |
| Telephone numbers | SIP TNs are used to receive incoming calls and also to authenticate users on outbound calls. | Per number requested. | \$ | \$1 20 |

* Service Elements and Telephone Numbers are available on a contracted basis or on a month to month basis.

** Options & Features available on a month to month basis only.



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TAB E



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BELL CANADA LONG DISTANCE AND TOLL FREE SERVICES SCHEDULE
 (BSP)
 TO MASTER COMMUNICATIONS AGREEMENT – NON-TARIFFED

Customer Name:
 TARGET CANADA CORP.

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

1 **TERM:**

- (a) **Initial Service Term:** The Initial Service Term is five (5) years, 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
- (b) **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
- (c) **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

2 **SERVICE DESCRIPTION:**

- (a) **Definitions.** For the purposes of this Service Schedule, the term "North American toll-free calls" shall mean Canada-Canada and U S -Canada toll-free calling associated with Bell Canada Toll-Free service The term "North American outbound toll calls" shall mean Canada-Canada and Canada-U S outbound toll calling associated with Bell Canada Long Distance service The term "North American automated calling card calls" shall mean Canada to Canada, Canada to U S , and U S to Canada (billed in Canada), automated calling card calling associated with Business Savings Plan – Long Distance service
- (b) **Description of the Services.** The Customer requests Bell to furnish and maintain Bell Canada Long Distance (outbound toll) service and Bell Canada Toll-Free (toll-free) service (collectively, the "Services") in accordance with the terms and conditions specified in this Service Schedule and in accordance with the terms and conditions set out or referenced in the Agreement

3. **FEES:**

- (a) **Rates and charges.** The Customer agrees to pay the rates and charges for the Services set out below

| Service | Rate per Minute | PerCall Surcharge |
|---|--------------------------------|--------------------------------|
| North American toll-free calls | \$0 015 | not applicable ("N/A") |
| North American outbound toll calls (excluding calling card calls) | \$0 015 | N/A |
| North American automated calling card calls | \$0 25 | N/A |
| North American operator handled calling card calls | Standard Operator Handled Rate | Standard Operator Handled Rate |
| International outbound toll calls (excluding calling card calls and calls terminating on a Mobile Device) | Business Savings Plan | N/A |
| International outbound calls terminating on a Mobile Device | Business Savings Plan | N/A |
| International calling card calls | Business Savings Plan | Business Savings Plan |

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For all Service components set out above concerning international outbound toll calls, international calling card calls and international outbound calls terminating on a Mobile Device ("International Toll Calls"), Bell will utilize the rate schedules and eligible discount structures associated with the Business Savings Plan (the "BSP"). Bell may change the BSP rates and charges, in which case, such changes will automatically apply to the Service components which are billed at the BSP rates and charges. Bell will advise the Customer in the event that such a modification to the international rates or charges of the BSP is adopted by Bell. The Customer's continued use of the Service after receipt of such notice constitutes acceptance of the change. If the Customer does not accept the change, he may terminate this Service Schedule without further liability.

For North American outbound toll calls and North American automated calling card calls, usage is billed as follows: each call is subject to a sixty (60) second minimum billing. Additional time is measured in six (6) second increments and any fraction of an increment is rounded as a whole increment.

- (b) **Monthly Charges and Non-recurring Service Charges.** Toll-free and Managed Long Distance Solutions (MLDS) options and features are not included but can be ordered by Customer from time to time on a month to month basis or on a non recurring basis. The Customer shall pay the then applicable fees and charges for such options and features. Bell may amend these fees and charges from time to time upon prior sixty (60) day written notice to the Customer. The Customer's continued use of the Service after receipt of such notice constitutes acceptance of the change. If the Customer does not accept the change, he may terminate the Service Schedule without further liability.
- (c) **Network Charge.** A monthly network charge, as published by Bell on www.bell.ca applies to each Billing Telephone Number (BTN). Bell may amend the monthly network charge from time to time upon notice to the Customer. The Customer's continued use of the Service after receipt of such notice constitutes acceptance of the change. If the Customer does not accept the change, he may terminate the Service Schedule without further liability.
- (d) **Additional Potential Charges**
- 1) **Per minute surcharges:** The Customer agrees that per minute surcharges will apply if 50,000 minutes or more of Customer's monthly outbound toll, in either Canada or the United States, (i) terminates in the operating territory of NorthwTel or outside the territories of the Regional Bell Operating Companies in the United States (the "U.S. Independent Telephone Companies"), and, (ii) the 50,000 minutes or more terminating in the operating territory of NorthwTel or with the U.S. Independent Telephone Companies represent, respectively, at least 50% of the Customer's total monthly Canadian outbound toll minutes or of the Customer's total monthly U.S. outbound toll minutes. The per minute surcharges applicable to the Customer exceeding the established thresholds described above shall be as follows: (i) NorthwTel - \$0.15 per minute, and/or; (ii) U.S. Independent Telephone Companies - \$0.12 per minute. A list of area codes and exchanges in the operating territory of NorthwTel and for the U.S. Independent Telephone Companies is available upon request. The Customer also agrees that a per minute surcharge will apply if more than 3% of Customer's total monthly outbound international toll minutes shall make use of the Digital Switched Network (the "DSN"). The applicable per minute surcharge to the Customer for exceeding the established threshold on outbound international toll minutes shall be \$2.25 per minute. All of the above stipulated per minute surcharges shall apply to Customer in addition to the rates and charges specified in this Service Schedule.
 - 2) **Geographic Traffic Distribution Commitment.** The Customer agrees that a maximum of fifty percent (50%) of its combined North American toll-free minutes and North American outbound toll minutes shall be U.S.-Canada toll-free minutes and Canada-U.S. outbound toll minutes. Any failure to comply with this commitment during any year of the Initial Service Term or Renewal Term shall result in Bell billing the Customer for the excess in North American toll-free minutes and North American outbound toll minutes at the rate of \$0.01 per minute, in addition to the rates and charges specified in paragraph 3 a) above.



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4. MINIMUM COMMITMENT:

- (a) Minimum Annual Usage Commitment. In consideration for the Rates and Charges set out above in Section 3, the Customer agrees to use the Services to attain the following minimum annual usage commitment (the "MAUC") during the Initial Service Term which for purposes of calculation of this MAUC shall not begin until installation of the 132nd site is complete:

Combined toll-free and outbound toll minutes (millions)

| Usage | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--------|--------|--------|--------|--------|--------|
| Annual | 11 | 11 | 11 | 11 | 11 |

If the MAUC is not achieved during any year of the Initial Service Term or Renewal Term, Bell shall bill the Customer for the shortfall in annual minutes at the rate of \$0.015 per minute as liquidated damages and not as a penalty.

5. OTHER TERMS AND CONDITIONS:

- (a) Termination Fees. The Termination Fees for the Services are calculated as follows
 - (i) an amount equal to one half of the Minimum Monthly Usage Commitment ("MMUC") for each month of the unexpired portion of the Initial Term, multiplied by a rate of \$0.015 per minute. The MMUC shall be one twelfth of the Minimum Annual Usage Commitment (MAUC) set out in Section 4 of this Service Schedule (with a pro rata portion for any partial month)
- (b) Waiver or Reduction of Termination Charge. The Services may be terminated without payment of Termination Fees if the Customer enters into a new agreement with Bell for similar services offered by Bell, provided the following conditions are met:
 - (i) the aggregate minutes of the toll-free and outbound toll services in the new agreement, over the term of such agreement, is equal to or greater than those remaining for the Services (where no MAUC applies under this Service Schedule, the aggregate remaining minutes will be the monthly average of the volume of minutes for the expired portion of the Term, or Renewal Term) and
 - (ii) the financial value of the new contract commitment is equal to or greater than the committed revenues remaining under this existing Service Schedule (where no AMC applies under this Service Schedule, the remaining committed revenue will be the monthly average of the revenue for the expired portion of the Term, or Renewal Term).
- (c) Termination. Bell may suspend or terminate the Services and require payment of the Termination Fees if the Customer resells or remarkets any portion of the Services in breach of the Agreement and such breach continues for a period of five (5) days after written notice to the Customer.
- (d) Customer Obligations: Customer is solely responsible and liable for all use of the Services by Customer and Customer's End-Users, including payment for all calls originating from or passing through Customer's telecommunications systems, equipment or accounts and long-distance charged calls or operator assisted calls.

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- (e) **Benchmarking** After July 1, 2013, the Customer shall have the right to obtain benchmark information with respect to the suite of services that are the subject of this Agreement from a recognized industry source (the "Benchmark study") The Benchmark study shall be done up to three (3) times during the period between July 1, 2013 and December 31, 2017, and the cost thereof shall be borne by the Customer, subject to the following provisions Benchmark studies cannot be conducted more than once in a given twelve (12) month period
 - (i) The Benchmark study shall seek to compare the amounts charged to Customer for the services, over the previous 12 months, with the fees provided to at least two other commercial customers in Canada who have contracted for substantially similar services in substantially similar circumstances and with substantially similar conditions Customer may also seek a comparison of competing providers in within Canada who offer similar services
 - (ii) Within thirty (30) days following the conclusion of the Benchmark study, if the results indicate an unfavourable price discrepancy to the Customer of 5% or more, the Charges payable with respect to the services that are the subject of this Amending Agreement will be adjusted by Bell to meet the results of the Benchmark study from that date and until the expiry of the Term

- (f) **Technology Roadmap** Bell will work with Customer in order to drive a strategic roadmap which will encompass technological as well financial gain for both organizations with a view on timelines for new releases to occur These reviews are to take place on a bi-annual basis, and may include
 - (i) Review of current technology offerings
 - (ii) Upcoming technology, description/overview and the dates it will be available
 - (iii) Non-binding pricing for upcoming technology
 - (iv) Current network upgrades and any future enhancements
 - (v) Any new special offers and technologies coming that could add value to Customer

By signing below, Bell and the Customer agree that this Service Schedule is attached to and forms part of the Agreement and is governed by the terms and conditions of the Agreement, with effect from the later of the date of this Service Schedule is signed by the Customer or Bell for the duration of the Service Term

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



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TAB F



Master Agreement # 1-756887870-M1
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**MEGALINK SERVICE SCHEDULE ("Service Schedule")
 TO MASTER COMMUNICATIONS AGREEMENT - NON-TARIFFED**

| | |
|--------------------------------------|---|
| Customer Name: TARGET CANADA CORP | J |
|--------------------------------------|---|

1. TERM.

- (a) **Initial Service Term.** The initial service term of this Service Schedule is 5 year ("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.
- (b) **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 the expiry of this Service Schedule 60 days prior to the expiry of the then current Service Term. Notices shall be delivered in compliance with the Agreement. The Initial Service Term plus all Service Renewal Terms are called the "Service Term".
- (c) **Use of Services Beyond Service Term.** If Customer has sent a notice of non-renewal but for any reason continues to receive the Services after the expiry of the final Service Term, the terms and conditions of the Agreement including this Service Schedule shall continue to apply for up to ten (10) months (Transition Period) after which time this Service Schedule shall terminate unless extended by mutual written agreement of the parties.
- (d) **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.
- (e) **Month to Month Term.** During the Service Term, Customer may order from time to time certain Megalink Services and/or Options and Features on a month to month basis ("Month to Month Term").

2. SERVICES.

- (a) **Description of Megalink Services.** Megalink service ("Megalink Service") provides digital access between the Integrated Services Digital network ("ISDN") compatible equipment at Customer's premises and Bell's public switched telephone network ("PSTN") and is based on ISDN primary rate interface ("PRI") standard as developed by the International Telegraph and Telephone Consultative Committee ("ITTC"). Specifically, the Megalink Service provides a number of B-Channels in one or more DS1 accesses, under the control of a single D-channel or of multiple D-channels, served by the same central office switch and operating together as one large system terminating at the same address with a minimum of one working telephone number and billed to a single billing telephone number. Megalink Service is configured according to Bell Interface Document BID-0025 filed with, and available from, Industry Canada.



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3 FEES

(a) **Service Term Fees.** During the Service Term, Customer shall pay to Bell for Services ordered by Customer for the Service Term the fees ("Fees") pursuant to the Rate Table below, plus any fees mandated or directed by the CRTC and all applicable Taxes. If during any billing period under this Schedule the total fees for the Megalink services provided in regulated territory calculated at the then prevailing tariffed rates exceed the actual total charges for Megalink Services provided under this Schedule (regulated and unregulated services combined), the Fees shall be automatically revised up to an amount equal to the Updated Regulated Charges.

(b) **Rate Table.** The following rates will apply per month, for each Service listed in 2 (b)

| MEGALINK | |
|--|---|
| DNA DS1 Access / DTCI / up to 23 PSTNs (Band 0 & 1) | \$500 00 |
| DNA DS1 Access / DTCI / up to 23 PSTNs (Band 2 & 3) | \$500 00 |
| Options and Features | Prevailing Month to Month Fees, as amended from time to time. |
| Each additional PSTN associated with Release Link Trunk Feature (if this feature is ordered) | \$15 00 |
| DID - per DID number | \$1 50 |

(c) **Month to Month Fees.** If Customer orders any Month to Month Services, Customer shall pay to Bell the discounted Month to Month Fees in effect for such Month to Month Services, plus all applicable Taxes. In addition to and without limiting any rights Bell has under the Agreement, Bell may amend the Month to Month Fees for the Month to Month Services from time to time on sixty (60) days prior written notice to Customer.

(d) **Early Provision of Services.** Unless otherwise stated in an Early Start Letter (ESL), if Customer orders and receives Services, including Month to Month Services, prior to the beginning of the Initial Service Term, Customer shall pay Bell's then applicable and prevailing Month to Month Fees for all such Services until the first day of the Initial Service Term, plus all applicable Taxes, all in accordance with the terms of the Agreement.

4 OTHER TERMS AND CONDITIONS.

a) **Migration.** If Customer terminates a Service prior to the expiry of the then current Service Term, Customer may not be required to pay Termination Fees as set out in the main body of the Agreement if Customer orders any eligible Bell alternative access service using either Digital Exchange Access or interconnecting circuits with trunkside access, where permitted ("New Service") under a New Service Schedule to this Agreement or under a new agreement with Bell for the New Service that is mutually agreed upon by the parties.

b) **Additional Services.** Customer may order additional DS-1, Access Service(s) and associated DS-1 links (if applicable), DTCI Ports, PSTN Connectivities or DIDs prior to the expiry of the then current Service Term for the Fees set out under Section 3(a), provided such additional Services are added at least 6 months prior to the end of the then current Service Term. Megalink Services may be added during the remaining 6 months of the then current Service Term, in which case Customer shall at its election pay: (i) Bell's then prevailing and applicable Month to Month Fees for the Month to Month Services in effect from time to time, or (ii) the Fees set out in Section 3(a), if Customer agrees to renew the Services for an additional one (1) year period.

c) **Moves: Changes.** If Customer wishes to relocate from one location to another with a period of concurrent Megalink Service in both locations greater than 48 hours, Customer may request that Bell install the same Megalink Service at the new location, and shall pay for each Megalink Service the Fees under this Service Schedule. Any Service or Month to Month Service, moves or other changes which Customer requests will be itemized on Customer's subsequent monthly invoice.



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- d) **Service Charges.** In addition to the Fees, the Month to Month Fees and Taxes set out in Section 3, and other amounts owing under the Agreement, Bell may also apply service charges from time to time ("Service Charges"), in connection with (i) orders, rulings, mandates or directions received from CRTC, (ii) returned or rejected payments, and/or (iii) for work associated with the installation and/or move and rearrangement of the Services or Month to Month Services as requested by the Customer, such as
- DNA Installation Charge - applies per each DNA DS1 or DS3 Access between the Bell Wire Centre and the Customer termination point
 - DS0 Activation - applies per DS0 activated within the DS1
 - DS3 Channelizing Feature - applies once at Bell's wire Centre and once at Customer's premises
 - Initial D-Channel Activation Charge - applies per Megalink System Group
 - Additional D-channel Activation Charge - applies to each additional B-channel in a multiple D channel Megalink configuration
 - Back-up D channel Activation Charge - applies per Megalink System Group in a single D channel configuration where a back-up D-channel is requested
 - Additional RTM or IRL - applies per RTM or IRL when Customer has more than 5 of either in the Megalink System Group.
 - Translations Software Charge - applies for any work performed on an existing Megalink System Group where the Software Translations must be changed. This is charged once per order, whether one element or multiple elements are changed on the same order
 - Basic Overflow Service Charge - once per overflow destination for any destination when Customer has more than 5 destinations in the Megalink System Group
- e) **Directory Errors and Omissions.**
- In the case of errors or omissions in directory white and yellow page standard listings, whether or not the error or omission relates to a telephone number, Bell's sole and entire liability is limited to making a refund or canceling any charge associated with such listings for the period during which the error or omission occurred
- In the case of errors or omissions in telephone numbers in directory white and yellow page listings, unless central office facilities are unavailable, Bell's sole obligation and liability is to provide Reference of Call Service, free of charge, until the earlier of (i) the termination of the Services and (ii) the distribution of updated directories for that district in which the number or listing is correct
- f) **Bell-Initiated Changes in Telephone Numbers and Service Arrangements.**
- Customer has no property rights in telephone number(s) assigned to it. Bell may change such number(s), provided it has reasonable grounds for doing so and has given at least sixty (60) days advance written notice to Customer, stating the reason and anticipated date of change. Customer agrees in cases of emergency, oral notice with subsequent written confirmation will be sufficient
- Whenever Bell changes Customer's telephone number(s) on its own initiative, it must, unless there are insufficient central office terminations available, provide Reference of Call service without charge until the earlier of (i) termination of the Services and (ii) the distribution of updated directories for that district showing the new number or listing is correct
- g) **Restrictions on Use of Service** The Services and the Month to Month Services are subject to the restrictions of use set out in the (i) Bell Interface Document BID-0025 filed with and available from Industry Canada, and (ii) ISDN PRI standard as developed by, and available from, the ITTCC
- h) **Technology Roadmap.** Bell will work with Customer in order to drive a strategic roadmap which will encompass technological as well financial gain for both organizations with a view on timelines for new releases to occur. These reviews are to take place on a bi-annual basis, and may include
- (i) Review of current technology offerings
 - (ii) Upcoming technology, description/overview and the dates it will be available
 - (iii) Non-binding pricing for upcoming technology
 - (iv) Current network upgrades and any future enhancements
 - (v) Any new special offers and technologies coming that could add value to Customer

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By signing below, Bell and Customer agree that this Service Schedule is attached to and forms part of the Agreement, and all the Services and the Month to Month Services described herein are governed by the terms and conditions of this Service Schedule and the Agreement. Capitalized terms used but not defined in this Service Schedule have the meaning given to them in the Agreement.

| | |
|---|--|
| Target Canada Corp | BELL CANADA |
| SIGNATURE | SIGNATURE |
| NAME Tom Butterfield | NAME Richard Sheppard |
| TITLE SVP, Strategy and Operations | TITLE President - Sales |
| I am authorized to bind Customer to the terms and conditions of this Service Schedule | I am authorized to bind Bell Canada to the terms and conditions of this Service Schedule |
| DATE 2012/02/11 | DATE 2012/04/13 |



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Master Agreement # 1-756887870-M1
Agreement # 1-756887870-4

**BELL DIGITAL NETWORK ACCESS SERVICE
SCHEDULE TO MASTER COMMUNICATIONS AGREEMENT - TARIFFED**

| |
|----------------|
| Customer Name. |
| Target Corp |

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

1 APPLICABLE TARIFFS:

The following Tariffs apply depending on the Services selected by the Customer

For Digital Exchange Access General Tariff 6716, Item 5300 and National Services Tariff 7400, Item 301

For Digital Network Access National Services Tariff 7400, Item 301

For Megalink General Tariff 6716, Item 5201 and National Services Tariff 7400, Item 301

Information set out in this Service Schedule concerning the Services is included for the Customer's reference and convenience only The Tariffs will prevail over any information set out below

2 MINIMUM CONTRACT PERIOD (MCP):

(a) **MCP.** The Minimum Contract Period (MCP) is 3 years beginning on the first day the Services are made available to the Customer pursuant to this Service Schedule

(b) **Renewal Term** This Service Schedule shall renew automatically for an identical MCP provided that either party may terminate this Service Schedule at the end of any Term upon thirty (30) days prior written notice

3 SERVICES.

(a) **Description of the Services**

DIGITAL EXCHANGE ACCESS

Bell Digital Exchange Access (DEA) Service provides digital access between the Customer's premises and Bell's public switched telephone network (PSTN) It is available on a DS-1 (1 544 mbps) basis consisting of 24 DS-0 (56/64kbps) channels

DIGITAL NETWORK ACCESS

Bell Digital Network Access (DNA) Service provides the Customer with the digital transmission of voice and/or data at speeds ranging from 64kps up to 44 736Mps depending on location

As part of this Service, Bell provides in its central offices the equipment necessary to link the Customer's Access to its network and to other services

MEGALINK

Bell Megalink Service provides digital access between the ISDN compatible equipment at the Customer's premises and Bell's public switched telephone network (PSTN) Megalink Service is based on the Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) standard as developed by the International Telegraph and Telephone Consultative Committee (CCITT) The initial access is available as a 23B (voice channels)+D (data channel) configuration Additional accesses are available in either 23B+D or 24B configurations



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(b) Service Details

Customer requests the following Service(s)

| Access Quantity | Access Type | Link Quantity | Civic Address | To | Serving Wire Centre | Band Type | DTC(I) Port(s) | PSTN Connectivity | Cust Prem Channelization |
|-----------------|-------------|---------------|-----------------------------------|----|-------------------------|-----------|----------------|-------------------|--------------------------|
| 1 | DS1 | | 5600 Explorer Dr, Mississauga, ON | | TOROON29DS0/01PCD883877 | | 1 | 23 | |

4 MINIMUM COMMITMENT.

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

5 TERMS OF THE TARIFFS.

Some other provisions of the Tariff are outlined below

(c) Early Termination Charges:

DIGITAL EXCHANGE ACCESS

For Digital Network Access provided as part of Digital Exchange Access termination charges apply as set out in the Tariff. If the Customer terminates this Service Schedule or a portion thereof prior to expiry, termination charges equal to one half of the remaining charges will be payable in a single payment at the termination of the Service Schedule. However, Customer may terminate its existing Minimum Contract Period (MCP) without incurring termination charges, provided the Customer commits to an MCP for an alternative Bell access arrangement using either Megalink, or trunk-side access, where permitted. The charges under the new MCP must exceed or equal those remaining under the Customer's existing MCP for the termination charges to be completely waived. If the charges under the Customer's new MCP are less than those remaining on the Customer's current MCP, the Customer's termination liability would be one-half of the difference between the charges remaining on the original MCP and the charges of the new MCP. Trunk side access is analogue trunks connecting the PBX to the Central office.

DIGITAL NETWORK ACCESS

Termination charges apply as per the Tariff(s). However, if the Customer terminates this Service Schedule or a portion thereof prior to the expiry, termination charges equal to one half of the remaining charges will be payable in a single payment at the termination of the Service Schedule. Termination charges will be reduced or waived if the Customer re contracts for another dedicated access service within Bell's operating territory. If the committed revenues under the new service schedule(s) are equal to or greater than those remaining under the Service Schedule, the termination charges for the Service Schedule will be waived. If the committed revenues under the new service schedules(s) are less than those remaining under the Service Schedule, the termination charges for the Service Schedule will be reduced by half the committed revenues under the new service schedule.

MEGALINK

For Digital Network Access provided as part of Megalink, termination charges apply as set out in the Tariff(s). If the Customer terminates this Service Schedule or a portion thereof prior to expiry, termination charges equal to one half of the remaining charges will be payable in a single payment at the termination of the Service Schedule. However, Customer may terminate its existing Service Schedule without incurring termination charges, provided the Customer contracts for an alternative access arrangement using either Digital Exchange Access (DEA) or interconnecting circuits with trunkside access, where permitted. The charges under the new service schedule must exceed or equal those remaining under the Customer's existing Service Schedule for the termination charges to be completely waived. If the charges under the Customer's new service schedule are less than those remaining on the Customer's current Service Schedule, the Customer's termination liability would be one-half of the difference between the charges remaining on the original Service Schedule and the charges of the new service schedule.



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(d) Other Terms and Conditions.

- I The Customer hereby acknowledges and agrees that where the DS-1, DS-3, OC-3 or OC-12 Access Service and associated DS-1 or DS-3 links (if applicable) are provided on a special assembly basis [Special Facility Tariff for non-standard service] there may be provisions in the special assembly agreement which are in addition to and/or which prevail over those of this Agreement
- II In the event the Customer wishes to relocate from one location to another with a period of concurrent service in both locations greater than 48 hours, the Customer may request Bell to install the same type of service at the new location, and will pay for each of the DS-1, DS-3, OC-3 or OC-12 Access Services and associated DS-1 or DS-3 links (if applicable) at the rates applicable to the original Term for the period the concurrent service is in place. However, the Customer will pay Bell, in a single payment at the time of relocation, the total amount of all remaining construction charges applicable for the unexpired portion of the Term for the old location. In addition, the Customer will pay all relevant service charges for Service(s) provided at the new location
- III If the Customer requests additional DS-1, DS-3, OC-3 or OC-12 Access Service(s) and associated DS-1 or DS-3 links (if applicable) or DS-3, OC-3 or OC-12 channelizing features, the term for such service(s) shall be co-terminous with, and shall be provided at the rates applicable to such DS-1, DS-3, OC-3 or OC-12 Access Service(s) or links or features under the current Term
- IV If the Customer requests additional DTC(I) Ports or PSTN Connectivity (Additional Services), the term for such Additional Services shall be co-terminous with, and shall be provided at the rates applicable to the Services during the initial Term, unless six months or less remain in the initial Term for such Service, in which case Bell's non-contracted monthly rates will apply to the Additional Services. If, however, the Customer has signed a new agreement which shall take effect upon the expiry of the current Term, then the Additional Services will be provided during the last six months of the initial Term at rates applicable to such initial Term

By signing below, Bell and the Customer agree that this Service Schedule is attached to and forms part of the Agreement, and is governed by the terms and conditions of the Agreement and the applicable Tariff(s)

| | |
|--|---|
| <p>Target Corp</p> <p>SIGNATURE <u><i>Michael Bruder</i></u></p> <p>NAME <u>Michael Bruder</u></p> <p>TITLE <u>Engineer</u></p> <p>I am authorized to bind Customer to the terms and conditions of this Service Schedule</p> <p>DATE <u>8/9/2011</u></p> | <p>BELL Inc</p> <p>SIGNATURE <u><i>Scott Gibson</i></u></p> <p>NAME <u>Scott Gibson</u></p> <p>TITLE <u>Associate D.V.</u></p> <p>I am authorized to bind Bell Inc to the terms and conditions of this Service Schedule</p> <p>DATE <u>08/09/11</u></p> |
|--|---|



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Mega 3 yr start date - 879 order 01IPCD883877

CKT#: 01IPCD883877 SS: P ISS: 01
 ACTN: EST CUST: TARGET CORP CUST CD: SIG:
 CCON: MIKE CTN: 612-304-6630X BTN: N-604-5606
 DD: 20110901 ID: 20110823 APP: 20110812 USSO: N4395-1764-23 SO: PRR#41
 PTD: 20110830 PRD: 20110829 ERD: 20110825 RO:
 RSDD: DCR: 20110901 CD: AIE:
 DESC: MEGALINK SPC: CALRS#: 01IPCD883877
 ENGRG ORIGR: K44877-885-8185 SLS: CH905-219-5365 DC: 1CY000 SCUTY: N
 LOCN A: 5600 EXPLORER DR,MISSISSAUGA ON SVG A: TOROON29
 LOCN Z: TOROON29DS0 SVG Z: TOROON29
 CONT A: HAVAL KALA C289-339-0620 CTNA: 905-212-8237X
 CONT Z: CTNZ:
 ICCA: 416-581-2481 : TCA: 416-599-1171 STCA: TOROONTSMGB CTL:
 ICCZ: 416-581-2481 : TCZ: 416-599-1171 STCZ: TOROONTSMGB PCO: TOROONTSMGB
 ADDITIONAL DISTRIBUTION NCO:
 DDC: CRC:
 CLLI:

AML: ALT AML: MEAS N A: Z: MEAS IMP N A: Z:

| SEQC | LVL-ALVL-Z | LOCATION | SV----- | EQUIPMENT / FACILITI |
|------|------------|-------------|---------|--|
| 001N | | | | MEGALINK ISDN CONFIGURATION |
| 002N | | | | SINGLE D CHANNEL 1T1(23B+1D) |
| 003N | | | | ***ASSIGNMENTS INSERTED (2011-08-23 10:00)** |
| 004N | | CLFI | | 2T1ZFPR MSSGON6B944 TOROON29DS0 |
| 005N | | | | FWO #: CAOCC678832000 |
| 006N | | | | CONTACT: RICHARD FERNANDES 877-885-8185 |
| 007N | | | | CTRL OFFICE: TOROON29K31 |
| 008N | | | | OPTIONS:ESF/B8ZS |
| 009N | | | | PROTECTION CKT A: N/A |
| 010N | | | | PROTECTION CKT Z: N/A |
| 011N | | | | ===== |
| 012N | | LOCN A | | SN:TARGET CORP |
| 013N | | | | ===== |
| 014N | | | | BLDG CLLI:MSSGONFG |
| 015P | | | | *H2TU-C 319 L6 |
| 016P | | | | *H2TU-R 402 L72(EOG) |
| 017N | | | | IN HOUSE PAIRGAIN |
| 018P | | MSSGONFG | | GNS151 H2C319L2A2 PLUG1 5 |
| 019P | | | | GNS105 HMS-318 B:100.01 U:1 8 |
| 020P | | MSSGONFGHAA | | FDH002 XDS-1 MPR B.100.01 U:4 6 |
| 021N | | | | NE#18294 |
| 022P | | | | FDH004 OC-3X LINE B:100.01 U:12 1 2-2 |
| 023N | | | | SYS 4139ST01,CH 6: |
| 024L | | TOROON29HAK | | FR: ZN: |
| 025N | | | | FDH004 OC-3X LINE B:126.13 U:11 1 2-2 |

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Mega 3 yr start date - 879 order 01IPCD883877

```

026N      FDH005 XEC-1 MPR B:126.13 U:18293 9 2-2
027N      SYS 4139ST01,CH 6:
028L      TOROON29K31  FR:          ZN:
029N      CDX215 DAC-STSIIF B:127.10 SH:9 S:4 P:9
030N      CDX215 DAC-STSIIF VT GROUP 9
031L      TOROON29DS0  FR:          ZN:
032N      DACS IV B:127.00 U:27 7 14 K31
033N      XTE 000 DTCI 068 00005
034N      ***RETURN PATH*****
035P      MSSGONFGHAA  NOEUC NOEUC NE#18294
036P      FDH004 OC-3X LINE B:100.01 U:11 1 2-2
037N      SYS 4139XST01,CH 6:
038L      TOROON29HAK  FR:          ZN:
039N      FDH004 OC-3X LINE B:126.13 U:12 1 2-2
040N      NOEUC NOEUC NE#18293
041N      =====
042N      CO DTLS      11-08-23 K44 N4395-1764-23 DD:11-09-01
043N      EST                                     N
044N      MEGALINK (ISDN PRIMARY RATE ACCESS
045N      ) (IP)
046N      ESTABLISH MEGALINK WITH 1 T1
047N      SINGLE D CHAN
048N      NR 222478
049N      CIC 2878015
050N      REQ:4202539,

```




 Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-2

**BELL DIGITAL NETWORK ACCESS SERVICE
 SCHEDULE TO MASTER COMMUNICATIONS AGREEMENT**

| |
|---------------------------------------|
| Customer Name: TARGET CORP. |
|---------------------------------------|

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

1 APPLICABLE TARIFFS:

The following Tariffs apply depending on the Services selected by the Customer

For Digital Exchange Access General Tariff 6716, Item 5300 and National Services Tariff 7400, Item 301

For Digital Network Access National Services Tariff 7400, Item 301

For Megalink General Tariff 6716, Item 5201 and National Services Tariff 7400, Item 301

Information set out in this Service Schedule concerning the Services is included for the Customer's reference and convenience only. The Tariffs will prevail over any information set out below.

2 MINIMUM CONTRACT PERIOD (MCP):

(a) **MCP:** The Minimum Contract Period (MCP) is 1 year beginning on the first day the Services are made available to the Customer pursuant to this Service Schedule.

(b) **Renewal Term:** This Service Schedule shall renew automatically for an identical MCP provided that either party may terminate this Service Schedule at the end of any Term upon thirty (30) days prior written notice.

3 SERVICES:

(a) **Description of the Services:**

DIGITAL EXCHANGE ACCESS

Bell Digital Exchange Access (DEA) Service provides digital access between the Customer's premises and Bell's public switched telephone network (PSTN). It is available on a DS-1 (1 544 mbps) basis consisting of 24 DS-0 (56/64kbps) channels.

DIGITAL NETWORK ACCESS

Bell Digital Network Access (DNA) Service provides the Customer with the digital transmission of voice and/or data at speeds ranging from 64kps up to 44 736Mps depending on location.

As part of this Service, Bell provides in its central offices the equipment necessary to link the Customer's Access to its network and to other services.

MEGALINK

Bell Megalink Service provides digital access between the ISDN compatible equipment at the Customer's premises and Bell's public switched telephone network (PSTN). Megalink Service is based on the Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) standard as developed by the International Telegraph and Telephone Consultative Committee (CCITT). The initial access is available as a 23B (voice channels)+D (data channel) configuration. Additional accesses are available in either 23B+D or 24B configurations.



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Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-2

(b) Service Details.

Customer requests the following Service(s)

| Access Quantity | Access Type | Link Quantity | Civic Address | To | Serving Wire Centre | Band Type | DTC(I) Port(s) | PSTN Connectivity | Direct Inward Dial Numbers (DID) Qty |
|-----------------|-------------|---------------|--|----|---------------------|-----------|----------------|-------------------|--------------------------------------|
| 1 | DS1 | | 5600 Explorer Dr Mississauga, ON 011PCD883690 | To | TOROON29DS0 | 0 | 1 | | 100 |

4 MINIMUM COMMITMENT:

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

5 TERMS OF THE TARIFFS:

Some other provisions of the Tariff are outlined below

(c) Early Termination Charges:

DIGITAL EXCHANGE ACCESS

For Digital Network Access provided as part of Digital Exchange Access termination charges apply as set out in the Tariff. If the Customer terminates this Service Schedule or a portion thereof prior to expiry, termination charges equal to one half of the remaining charges will be payable in a single payment at the termination of the Service Schedule. However, Customer may terminate its existing Minimum Contract Period (MCP) without incurring termination charges, provided the Customer commits to an MCP for an alternative Bell access arrangement using either Megalink, or trunk-side access, where permitted. The charges under the new MCP must exceed or equal those remaining under the Customer's existing MCP for the termination charges to be completely waived. If the charges under the Customer's new MCP are less than those remaining on the Customer's current MCP, the Customer's termination liability would be one-half of the difference between the charges remaining on the original MCP and the charges of the new MCP. Trunk side access is analogue trunks connecting the PBX to the Central office.

DIGITAL NETWORK ACCESS

Termination charges apply as per the Tariff(s). However, if the Customer terminates this Service Schedule or a portion thereof prior to the expiry, termination charges equal to one half of the remaining charges will be payable in a single payment at the termination of the Service Schedule. Termination charges will be reduced or waived if the Customer re contracts for another dedicated access service within Bell's operating territory. If the committed revenues under the new service schedule(s) are equal to or greater than those remaining under the Service Schedule, the termination charges for the Service Schedule will be waived. If the committed revenues under the new service schedule(s) are less than those remaining under the Service Schedule, the termination charges for the Service Schedule will be reduced by half the committed revenues under the new service schedule.



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Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-2

MEGALINK

For Digital Network Access provided as part of Megalink, termination charges apply as set out in the Tariff(s). If the Customer terminates this Service Schedule or a portion thereof prior to expiry, termination charges equal to one half of the remaining charges will be payable in a single payment at the termination of the Service Schedule. However, Customer may terminate its existing Service Schedule without incurring termination charges, provided the Customer contracts for an alternative access arrangement using either Digital Exchange Access (DEA) or interconnecting circuits with trunkside access, where permitted. The charges under the new service schedule must exceed or equal those remaining under the Customer's existing Service Schedule for the termination charges to be completely waived. If the charges under the Customer's new service schedule are less than those remaining on the Customer's current Service Schedule, the Customer's termination liability would be one-half of the difference between the charges remaining on the original Service Schedule and the charges of the new service schedule.

(d) Other Terms and Conditions:

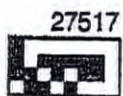
- i The Customer hereby acknowledges and agrees that where the DS-1, DS-3, OC-3 or OC-12 Access Service and associated DS-1 or DS-3 links (if applicable) are provided on a special assembly basis [Special Facility Tariff for non-standard service] there may be provisions in the special assembly agreement which are in addition to and/or which prevail over those of this Agreement.
- ii In the event the Customer wishes to relocate from one location to another with a period of concurrent service in both locations greater than 48 hours, the Customer may request Bell to install the same type of service at the new location, and will pay for each of the DS-1, DS-3, OC-3 or OC-12 Access Services and associated DS-1 or DS-3 links (if applicable) at the rates applicable to the original Term for the period the concurrent service is in place. However, the Customer will pay Bell, in a single payment at the time of relocation, the total amount of all remaining construction charges applicable for the unexpired portion of the Term for the old location. In addition, the Customer will pay all relevant service charges for Service(s) provided at the new location.
- iii If the Customer requests additional DS-1, DS-3, OC-3 or OC-12 Access Service(s) and associated DS-1 or DS-3 links (if applicable) or DS-3, OC-3 or OC-12 channelizing features, the term for such service(s) shall be co-terminous with, and shall be provided at the rates applicable to such DS-1, DS-3, OC-3 or OC-12 Access Service(s) or links or features under the current Term.
- iv If the Customer requests additional DTC(I) Ports or PSTN Connectivity (Additional Services), the term for such Additional Services shall be co-terminous with, and shall be provided at the rates applicable to the Services during the initial Term, unless six months or less remain in the initial Term for such Service, in which case Bell's non-contracted monthly rates will apply to the Additional Services. If, however, the Customer has signed a new agreement which shall take effect upon the expiry of the current Term, then the Additional Services will be provided during the last six months of the initial Term at rates applicable to such initial Term.

By signing below, Bell and the Customer agree that this Service Schedule is attached to and forms part of the Agreement, and is governed by the terms and conditions of the Agreement and the applicable Tariff(s).

| | |
|--|---|
| <p>TARGET CORP.</p> <p>SIGNATURE: <u></u></p> <p>NAME: <u>Tom Butterfield</u></p> <p>TITLE: <u>VP, Strategy and Operations</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: <u></u></p> <p>NAME: <u>Richard Sheppard</u></p> <p>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>JULY 13, 2011</u></p> |
|--|---|



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Mega 1 yr start date - 879 order 01IPCD883690

CKT#: 01IPCD883690 SS: P ISS: 01
 ACTN: EST CUST: TARGET CORP CUST CD: SIG:
 CCON: GINO LOVETERE CTN: 905-293-7419X BTN: N-601-1946
 DD: 20110715P ID: 20110713 APP: 20110712 USSO: N4390-1486-92 SO: PRR#41
 PTD: 20110714 PRD: 20110713 ERD: 20110713 RO:
 RSDD: DCR: 20110718 CD: AIE:
 DESC: MEGALINK SPC: CALRS#: 01IPCD883690
 ENGRG ORIGR: H79877-885-8185 SLS: AA905-219-5349 DC: 1CY000 SCUTY: N
 LOCN A: 5600 EXPLORER DR S 101 MISSISSAUGA ON SVG A: TOROON29
 LOCN Z: TOROON29DS0 SVG Z: TOROON29
 CONT A: GINO LEVETERE CTNA: 905-293-7419X
 CONT Z: CTNZ:
 ICCA: 416-581-2481 : TCA: 416-599-1171 STCA: TOROONTSMB CTL:
 ICCZ: 416-581-2481 : TCZ: 416-599-1171 STCZ: TOROONTSMB PCO: TOROONTSMB
 ADDITIONAL DISTRIBUTION NCO: TOROONTSMB
 DDC: CRC:
 CLLI:

AML: ALT AML MEAS N A: Z: MEAS IMP N A: Z:

SEQC LVL-ALVL-Z LOCATION SV----- EQUIPMENT / FACILITI

```

001N
002N MEGALINK ISDN CONFIGURATION
003N SINGLE D FOR 1 T1 (23B+1D)
004N
005N ***ASSIGNMENTS INSERTED (2011-07-13 14:16)**
006N CLFI 1T1ZFPR MSSGON6B944 TOROON29DS0
007N FWO #: CAOCC670900000
008N CONTACT: SAHU ABINASH 877-885-8185
009N CTRL OFFICE: TOROON29K31
010N OPTIONS: ESF/B8ZS
011N PROTECTION CKT A: N/A
012N PROTECTION CKT Z: N/A
013N
014N LOCN A: SN:TARGET CANADA CORP
015N
016N BLDG CLLI:MSSGONFG
017P H2TU-C 319 L6
018P H2TU-R 402 L72(EOG)
019N ****IN HOUSE PAIRGAIN****
020P MSSGONFG GNS151 H2C319L2A2 PLUG1 4
021P GNS105 HMS-318 B:100.01 U:1 1
022P MSSGONFGHAA FDH002 XDS-1 MPR B:100.01 U:4 3
023P NOEUC NOEUC NE#18294
024P FDH004 OC-3X LINE B:100.01 U:12 1 1-3
025N SYS 4139ST01,CH 3:
  
```


Mega 1 yr start date - 879 order 01IPCD883690

026L TOROON29HAK FR: ZN:
027N FDH004 OC-3X LINE B:126.13 U:11 1 1-3
028N NOEUC NOEUC NE#18293
029N FDH005 XEC-1 MPR B:126.13 U:18293 9 1-3
030N SYS 4139ST01,CH 3:
031L TOROON29K31 FR: ZN:
032N CDX215 DAC-STSIIF B:127.10 SH:9 S:4 P:9
033N CDX215 DAC-STSIIF VT GROUP 15
034L TOROON29DS0 FR: ZN:
035N DACS IV B:127.24 U:38 3 09 K31
036N DTEI 000 DTCI 078 00004
037N *****RETURN PATH*****
038P MSSGONFGHAA NOEUC NOEUC NE#18294
039P FDH004 OC-3X LINE B:100.01 U:11 1 1-3
040N SYS 4139XST01,CH 3:
041L TOROON29HAK FR: ZN:
042N FDH004 OC-3X LINE B:126.13 U:12 1 1-3
043N NOEUC NOEUC NE#18293
044N
045N CO DTLS 11/07/13 H79 N4390-1486-92 DD:11-07-15
046N EST N
047N MEGALINK (ISDN PRIMARY RATE ACCESS
048N) (IP)
049N ***FIRST REVISION***
050N ADD CIC # 2874589****
051N ESTABLISH NEW MEGALINK SERVICE,
052N FULL T1', SINGLE D CHANNEL
053N CLEAR CHANNELING, B8ZS
054N ***THIS WILL BE PRIORTIY, REQ DD
055N 11/07/15****
056N NETWORK REQ# 220355
057N CIC # 2874589
058N TERM ON CPE
059N CUST CLLI: MSSGON6B944
060N C.O CLLI: TOROON29DS0
061N VOICE BTN: 905-212-9467
062N VOICE ORDL:I09169-440
063N CONTRACT 1 YR 1-756887870-M1
064N NOVA 384060
065N VOICE ORD:
066N PON: NOVA 384060
067N REQ:4164503,

TAB G



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

**BELL INDIVIDUAL BUSINESS LINE SERVICE SCHEDULE
 TO MASTER COMMUNICATIONS AGREEMENT**

| |
|--------------------------------------|
| Customer Name. TARGET CORP |
|--------------------------------------|

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

1 **APPLICABLE TARIFFS** (including but not limited to)

- General Tariff 6716 Item 70 - Rate Schedule for Primary Exchange (Local) Service
- General Tariff 6716 Item 10 - Terms of Service
- General Tariff 6716 Item 500 - Direct Inward Dialing
- General Tariff 6716 Item 1400 - 9-1-1 Public Emergency Reporting Service

Information set out in this Service Schedule concerning the Services is included for the Customer's reference and convenience only. The Tariffs will prevail over any information set out below.

2 **MINIMUM CONTRACT PERIOD (MCP):**

(a) **MCP:** The Minimum Contract Period (MCP) is 1 year beginning on the first day the Services are made available to the Customer pursuant to this Service Schedule.

(b) **Renewal Term:**

- (i) Unless Customer has notified Bell, during the then current MCP, of its intention not to renew the MCP, Bell will inform Customer, at least 60 days before the end of the then current MCP, either on Customer's monthly bill or by letter, as to the date on which the MCP shall automatically renew.
- (ii) Bell shall notify Customer of the automatic renewal of the MCP within 35 days of such renewal.
- (iii) Within 30 days of the date of the renewal notice under subsection (ii), Customer may notify Bell of its intention to cancel the Service without payment of termination charges.

3 **SERVICES:**

(a) **Description of Service:**

Description of Business Line Service. The Business Line service is a customer exchange service that provides for a connection to a central office ("Business Line Service"). As part of the Business Line Service, Customer may be eligible to order, as per General Tariff 6716 item 500, Bell's Direct Inward Dial service ("DID"), which permits direct inward dialing depending on the specific type of Business Line Service order. The MCP option for the DID arrangement must be of the same duration as the associated access contract and will be coterminous with it.

(b) **Service Details**

| Billing Telephone Numbers (BTNs) | Quantity of Lines/Trunks | Quantity of DIDs (if applicable) |
|----------------------------------|--------------------------|----------------------------------|
| 905-238-5843 | 1 | |



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

4 **TERMS OF THE TARIFFS:**

Some provisions of the Tariffs are outlined below

(a) **Termination:**

The Customer may terminate some or all the Services before the expiration of the then current MCP by paying termination charges equal to one half of the monthly rates for the remainder of the then current MCP for the terminated Services. The Customer will not be required to pay termination charges if the Customer migrates to another access service provided by Bell such as Centrex or Megalink, provided that the total charges for the new service, during the MCP selected by the Customer, are not less than the total remaining charges for the Services during the remainder of the then current MCP under this Service Schedule.

(b) **Other Terms and Conditions:**

(i) **Additional Services**

Additional Services may be added at any time prior to the expiration of the then current MCP and such additional Services will be coterminous with the then current MCP. If the Customer receives Services under a current two, three, four or five year MCP and wishes to add Services during the last six (6) months of such MCP, the Customer may do so only if the Customer commits to a new one, two, three, four or five year MCP for all Services. Termination charges for the remaining months in the then current MCP will be waived provided that the existing Services are included in the new MCP.

Any service changes which you request will be itemized on your subsequent monthly invoice and will reflect your choice of MCP and the current quantity of contracted lines.

(ii) **Service Charges**

Service Charges will be applied for work associated with the installation and/or move and rearrangement of the Services in accordance with the provisions of the General Tariff and the Terms of Service included therein.

By signing below, Bell and the Customer agree that this Service Schedule is attached to and forms part of the Agreement, and is governed by the terms and conditions of the Agreement.

| | | | |
|--|------------------------------------|---|-------------------------------|
| TARGET CORP. | | BELL CANADA | |
| SIGNATURE | | SIGNATURE | |
| NAME | Tom Butterfield | NAME | Richard Sheppard |
| TITLE | VP, Strategy and Operations | TITLE | Vice President - Sales |
| I am authorized to bind Customer to the terms and conditions of this Service Schedule. | | I am authorized to bind Bell Canada to the terms and conditions of this Service Schedule. | |
| DATE | 7/14/11 | DATE | JULY 13, 2011 |



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TAB H



Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-36

**BELL CANADA INDIVIDUAL BUSINESS LINE 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 five (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.

(b) **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

(c) **Use of Service Beyond Service Term.** If Customer has sent a notice of non-renewal but for any reason continues to receive the Services after the expiry of the final Service Term, the terms and conditions of the Agreement including this Service Schedule shall continue to apply for up to ten (10) months (Transition Period) after which time this Service Schedule shall terminate unless extended by mutual written agreement of the parties

(d) **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

(e) **Month to Month Term.** During the Service Term, Customer may order from time to time certain Business Line Services and/or Options and Features on a month to month basis ("Month to Month Term").

2. SERVICES.

(a) **Description of Business Line Service.** The Business Line service is a customer exchange service that provides for a connection to a central office ("Business Line Service") As part of the Business Line Service, Customer may be eligible to order, on a Month to Month Term or for the Service Term, Bell's Direct Inward Dial service ("DID"), which permits direct inward dialing depending on the specific type of Business Line Service order

(b) **Service Details.**

| Billing Telephone Numbers (BTNs) | Quantity of Lines/Trunks | Quantity of DIDs (if applicable) |
|----------------------------------|--------------------------|----------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(c) **Month to Month Services.** Customer may from time to time order Business Line Services and/or Options and Features for the Business Line Service if and when made available by Bell under a Month to Month Term The Business Line Services (including DID, if any) ordered by Customer on a Month to Month Term plus all ordered Options and Features and those emergency and mandatory services associated with the Business Line Services are called "Month to Month Services" Bell may make changes to any of the Month to Month Services, including but not limited to withdrawal of a Month to Month Service, on prior sixty (60) day written notice to Customer

(d) **Services: Options and Features** All Business Line Services (including DID, if any) ordered by Customer for a Service Term are called "Services" All options and features pertaining to the Business Line Services ordered by Customer are called "Options and Features"



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Master Agreement # 1-756887870-M1
 Agreement # 1-756887870-36

3 FEES.

- (a) **Service Term Fees.**
- (b) **Rate Table.** The following monthly rates will apply to each access listed in section 2 (b), plus any fees mandated or directed by the CRTC and all applicable Taxes

| Rate Bands | 5 Year Contract MRC | Qty | Minimum Monthly Fees |
|-------------------------|---------------------|-----|----------------------|
| Each Lines | | | |
| A, B, C, E1, F1, F3, F5 | \$27 00 | 180 | \$4,860 00 |
| D | \$27 00 | | |
| E1 | | | |
| E2, E3, E4 | | | |
| F2, F4, F6, F7 | | | |
| G1 | | | |
| G2 | | | |

NOTE: "N/A" means the Services are not available in the indicated Rate Band for the indicated Service Term

The Customer shall agree to a minimum of 180 lines to be installed during the Service Term, and shall pay the Fees for any shortfall. The initial 180 lines are listed in Table 3 (b) and Bell will invoice Customer for each line once lines are installed at each Site and available for cut-over. Table 2 (b) shall be updated upon confirmation of the Service Details, and the Service Schedule will be amended to incorporate the additional Sites upon written confirmation of the Customer. Minimum commitment may be adjusted as agreed upon by both parties in the event that the customer migrates to another eligible Bell access service as detailed under section 4 (a) Migration.

(c) **Month to Month Fees.** If Customer orders any Month to Month Services during the term of the contract, Customer shall pay to Bell the then applicable and prevailing month to month fees in effect, plus all applicable taxes. If the month to month services are available on a 5 year term, the associated 5 year term fees at such time will apply, plus all applicable taxes.

(d) **Early Provision of Services.** Unless documented in an Early Start Letter (ESL) signed by the parties, if Customer orders and receives Services, including Month to Month Services, prior to the beginning of the Initial Service Term, Customer shall pay Bell's then applicable and prevailing Month to Month Fees for all such Services until the first day of the Initial Service Term, plus all applicable Taxes, all in accordance with the terms of the Agreement.

4. OTHER TERMS AND CONDITIONS.

(a) **Migration.** If Customer terminates a Service prior to the expiry of the then current Service Term, Customer may not be required to pay Termination Fees as set out in the main body of the Agreement if the Customer orders any eligible Bell access service ("New Service") under a new Service Schedule to this Agreement or under a new agreement with Bell for the New Service as mutually agreed to by Customer and Bell.

(b) **Additional Service.** Services may be added at any time prior to the expiration of the then current Service Term for the Fees set out in Section 3(a), provided that in the case of a 2, 3, 4 or 5 year Service Term, such new Services must be added at least 6 months prior to the end of the then current Service Term. If Customer has a 2, 3, 4 or 5 year Service Term, Customer may order additional Services during the remaining 6 months of the then current Service Term only if Customer signs a new agreement or Service Schedule for a one (1) year term starting from the date such New Site has been added. Customer shall pay for such Services in effect under this Agreement on the date Customer orders such additional Services.

(c) **Changes.** Any Service or Month to Month Service changes which Customer requests will be itemized on Customer's subsequent monthly invoice, which will reflect Customer's choice of Service Term and the current updated quantity of lines committed as part of the Services for the Service Term.

(d) **Directory Errors and Omissions.** In the case of errors or omissions in directory white and yellow page standard listings, whether or not the error or omission relates to a telephone number, Bell's sole and entire liability is limited to making a refund or canceling any charge associated with such listings for the period during which the error or omission occurred.

In the case of errors or omissions in telephone numbers in directory white and yellow page listings, unless central office facilities are unavailable, Bell's sole obligation and liability is to provide Reference of Call service, free of charge, until the earlier of (i) the termination of the Services and (ii) the distribution of updated directories for that district in which the number or listing is correct.

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