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**(e) 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 that, 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.

**(f) Service Charges.**

In addition to the Fees, the Month to Month Fees and applicable government Taxes meaning any taxes or surcharges directly levied on the Services which are required to be collected from Customer by a duly constituted taxing authority 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 directives received from the CRTC, (ii) returned or rejected payments; and/or (iii) work associated with the installation and/or move and rearrangement of the Services requested by Customer or Month to Month Services, such as:

(i) Business Service Connection Charge - for work done in receiving, recording and processing information to comply with each Customer request for the installation of a Business Lines Service local at Customer's premises, or for the restoration of each local suspended for violation of regulations without termination of the Services or the Month to Month Services. It also includes the work in Bell's wire-centre building and elsewhere, including a Customer visit (if required) and work done on Customer's premises to connect or restore the Services or the Month to Month Services. The current CRTC regulated charge for the Business Service Connection Charge is \$125 per line for the first 25 ordered. Should 26 or more be ordered at the same location, the non-recurring charge per line goes to \$55 per line.

(ii) Business Administration Charge - for work done in receiving, recording and processing information to comply with each Customer request for work, other than the provisioning of Business Lines Service local. Such work covers requests for moves, rearrangements and other changes to existing Business Lines Service locals and includes the work in Bell's wire-centre building, the Customer visit and work done on Customer's premises. One Administration Charge applies for each Business Lines Service local worked on. The current CRTC regulated charge for Business Administration is \$55 per Administration Charge.

**(g) Access to 9-1-1 Service.**

Bell fiber network locations - the following limitations apply to the provision of the enhanced 9-1-1 service ("E911 Service") on those Bell Services provided in locations based on Fiber to business technology ("FTTB Services").

(i) Bell will perform up to three (3) annual service upgrades - each lasting no more than 14 minutes. During the planned hardware and software upgrades, the business phone service, including 911, will not be available.

(ii) If Customer experiences a power outage, the business phone service, including 9-1-1, will continue to operate for up to eight hours using an included battery back-up. The FTTB Services, including the E911 Service, will cease to function during extended power outages, that is, once the battery back-up attached to and forming part of the FTTB Equipment at Customer's premises ("Battery") has been depleted.

(iii) The Bell provided FTTB Equipment is part of the Bell network and is associated with the customer address. The FTTB Equipment may also have to be configured in certain ways or maintained in certain locations for the proper operation of the FTTB Services, including the E911 Service, and therefore, the FTTB Equipment should not be moved, tampered with or relocated. Customer must inform all persons who may be present at its premises, including end-users, customers, guests, and other persons, of such limitations and requirements.

(iv) Customer is solely responsible for the supply of electrical power necessary for the FTTB Services, including the E911 Service, to function and unless otherwise expressly specified by Bell, the proper maintenance of the FTTB Equipment, including contacting Bell when prompted to do so by the Battery and replacing the Battery from time to time as required.

(v) Customer is solely responsible for reviewing and following the manual, instructions and procedures provided or otherwise made available with the FTTB Equipment, including with a new Battery, until the new Battery is installed and the alarm switches off. To the extent permitted by applicable law, Bell and its providers will not be liable to Customer or any third party for any inability to use the FTTB Services, the FTTB Equipment or to obtain access to the E911 Service as a result of the limitations described in this Section or Customer's failure to comply with the requirements set out in this Section.



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(v) FTTB Equipment is Bell-provided and is part of the Bell network. This equipment is established at the time when a Basic Business Access service is provisioned in a Fibre-enabled network location (across Québec City and the Greater Montréal Area and in new housing developments in Ontario and Québec)

**(g) 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

**(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

By signing below, Bell and Customer agree that this Service Schedule is attached to and forms part of the Agreement, and all 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	<i>Karl Balthes</i>	SIGNATURE	<i>Richard Sheppard</i>
NAME	KARL BALTES	NAME	Richard Sheppard
TITLE	AUTHORIZED SIGNATORY OF TARGET CANADA CO	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	04/12/2012	DATE	2012/04/13



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**TAB I**





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**BCE NEXXIA IP VPN SERVICE SCHEDULE**  
**TO MASTER COMMUNICATIONS AGREEMENT – NON-TARIFFED**

**Customer Name**

**TARGET CANADA CORP.**

This Service Schedule Agreement is entered between Customer and BCE NEXXIA CORPORATION, a company incorporated under the laws of the State of Delaware, a wholly owned subsidiary of Bell Canada, having its registered office at 1209 Orange Street, Wilmington, Delaware, USA 19801 and head office at 1821 Walden Office Square, Suite 400, Schaumburg, IL 60173 USA ("BCE Nexxia") and is attached to the Master Communications Agreement Non-Tariffed between Bell Canada and the Customer (the "Agreement") for reference purposes only

This Service Schedule Agreement incorporates all the terms and conditions of the Agreement (the "Incorporated Terms") with respect to the services described under this Service Schedule Agreement (the "Services") as if the Agreement were entered into between BCE Nexxia Corp and the Customer, unless this Service Schedule Agreement specifically states otherwise. Notwithstanding the foregoing, to the extent that any Services are provided to the Customer outside of the United States, a Bell Canada affiliate shall provide such Services to the Customer for those sites on the terms and conditions as set out in this Service Schedule Agreement. In such cases, the Bell Canada affiliate shall be the Customer's supplier and shall invoice the Customer for such Services and sign the Schedule(s) relevant thereto.

In the event of any conflict or inconsistency between the Appendices to the Service Schedule Agreement and the terms and conditions of the Agreement, the terms and conditions of the Appendices shall prevail first, and then this Service Schedule Agreement and lastly, the Agreement shall apply.

**1. TERM**

- a) **Initial Service Term** The Initial Service Term applicable to each Customer Site is set out in an associated Site Schedule attached to this Service Schedule and shall begin on March 1, 2012 and will continue for 70 months.
- b) **Service Renewal Term** Upon expiration of the Initial Service Term, there shall be three consecutive service renewal terms for consecutive renewal period(s) of twelve (12) months (the "Service Renewal Term") provided that none of the parties has sent to the other party a notice of non-renewal at least ninety (90) days prior to expiration of the Initial Service Term or any Service Renewal Term. If BCE Nexxia wishes to modify any of the provisions of this Service Schedule, it shall provide written notice of any such change at least ninety (90) days prior to expiry of the Initial Service Term or then current Service Renewal Term. The Customer shall notify BCE Nexxia of its refusal of such modification at least sixty (60) days prior to expiration of the Initial Service Term or then current Service Renewal Term. Notwithstanding anything to the contrary in the Agreement, the Service for each Customer Site set out in a Site Schedule or in any Change Management Agreement between the Parties requires a minimum term of twelve (12) months (collectively with the Initial Service Term and any Service Renewal Term, the "Service Term"). If the Service Term in respect of a Customer Site extends beyond the expiry of the Initial Service Term and/or any Service Renewal Term, the terms and conditions applicable to the Service shall continue to apply in respect of such Customer Site for the duration of such Service Term. If a party send a notice of non-renewal as set out in this Section, that Service will expire and the Services provided under it will be terminated at the end of the Service Term.

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## 2. SERVICE

- a) **Definitions** A glossary of terms is set out in the Appendix 1. These terms apply throughout Service Schedule. Capitalized terms used but not defined in this Service Schedule have the meanings given to them in the Agreement.
- b) **Description of the Service** BCE Nexxia agrees to provide to the Customer and the Customer agrees to procure from BCE Nexxia the services described in this Service Schedule. The BCE Nexxia IP VPN Service (the "Service" or "gIP VPN") provides the Customer with the following:
- i) An Internet Protocol (IP) wide area network (WAN) service, which include the Customer Edge (CE) device and local access managed end-to-end. The Customer receives a single Virtual Private Network (VPN) for all Customer Sites. The VPN is created through a variety of technologies accessing the BCE Nexxia IP Multi-Protocol Label Switching (IP MPLS) core network.
  - ii) The supply, configuration, management and monitoring of the managed CE device, twenty-four (24) hours a day, seven (7) days a week.
  - iii) The bandwidth, options and features, where available, as described in Appendix 2 and selected by the Customer as set out in the Site Schedule(s) attached to this Service Schedule.
  - iv) Standard Service Levels, where available, as described in Appendix 3.
  - v) Subject to the Management Level specified in the Site Schedule attached to this Service Schedule, a Web-based Portal to access reports.
  - vi) A bilingual (French and English) single point of contact help desk.

The specifications and subscriptions of each Customer Site are documented in a specific Site Schedule attached to this Service Schedule.

If required by BCE Nexxia, the Customer will provide a Letter of Authorization as may be set out in an Appendix to this Service Schedule. IP VPN Service for Canadian locations is not included in this Service and must be purchased separately. All features and options described in this Service Schedule may not be available in every country or from every service PoP.

- c) **Service Demarcation Point** The service demarcation point for the Service is at the Customer-facing Ethernet port of the managed CE device.

## 3. FEES AND TAXES

### a) Fees:

- i) The Customer shall pay to BCE Nexxia the fees for each site outlined in any Site Schedule(s) attached to this Service Schedule ("Fees"). Additional charges, including for backhaul and/or construction may be applicable and will be charged to the Customer in addition to the Fees, but only after Customer's review and prior approval of such additional charges.
- ii) BCE Nexxia will invoice the Customer once a Customer Site is Ready for Service.
- iii) Any promotional, discounted Fees or waiver shall only apply for the duration of the term of the promotion and for any extensions of the term. After that period, BCE Nexxia's "regular book" fees shall apply.
- iv) All Fees in this Service Schedule are expressed in United States dollars ("USD"). If the Customer elects to be invoiced in Canadian dollars ("CAD") then the amounts are payable in Canadian dollars and the effective exchange rate for this Schedule is 1 0000 USD = [Enter the exchange rate obtained from BCE Treasury for the specified contract term, format 1 xxxx]. The effective exchange rate is subject to change upon renewal of the Service Term to the then current exchange rate.



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b) Taxes

- i) The Customer shall pay the Fees and any Customer approved costs directly related to provision of the Service, if any, specified in this agreement plus any applicable taxes as per the Master Communications Agreement. "Foreign Tax Surcharges" are amounts that BCE Nexxia is required to pay to its Third Party Providers or non-Canadian governments in order to provision the Services to Customer, where such amounts are in respect of taxes and duties levied in any jurisdiction on the Services or any component thereof, including but not limited to value added tax, sales or withholding tax, and any current universal Service or pre-subscribed inter exchange carrier charges. These charges are country and jurisdiction specific. BCE Nexxia may adjust its rates and charges or move additional rates or surcharges on Customer to recover amounts that it is required by governmental or quasi-governmental authorities to collect on their behalf or to pay to others in support of statutory or regulatory programs. Customer acknowledges that in some jurisdictions BCE Nexxia may require Customer to pay Foreign Tax Surcharges to BCE Nexxia's Third Party Providers, other third parties or to BCE Nexxia as may be specified in writing by BCE Nexxia. All amounts payable by Customer under this Service Agreement shall be made without any deduction, set-off counterclaim and, except to the extent required by any law or regulation, free and clear of any deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental authority. If Customer is required by any law or regulation to make any such deduction or withholding Customer shall, together with the relevant payment, pay such additional amount as will ensure that BCE Nexxia actually receives and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. Customer shall make the required deduction or withholding, shall pay the amount so deducted or withheld to the relevant government authority and shall promptly provide BCE Nexxia with evidence of such payment.
- ii) BCE Nexxia reserves the right, from time to time with prior sixty (60) day written notice to Customer, to amend the Fees due to a change in local tariffs, legislation or regulation changes within a country.

**4 SERVICE LEVELS**

BCE Nexxia will provide the Services in accordance with the Service Levels identified in the Appendix 3 attached to this Service Schedule, and be subject to the refunds, credits or other remedies set out therein. Service Level Objectives ("SLO") and Service Level Agreements ("SLA") offered with the Services are fully described in Appendix 3.

- a) Service Level Objectives (SLOs)— If BCE Nexxia fails to meet an SLO, the Customer shall not be entitled to the rights and remedies set out in Section 4(c). Also, failure to meet an SLO shall not be considered a default by BCE Nexxia of its obligations under this Service Schedule.
- b) Service Level Agreements (SLAs): If BCE Nexxia fails to meet an SLA the rights and remedies set out in Section 4(c) will apply.



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- c) **Customer Service Level Commitment Credits.** In the event that the Customer notifies BCE Nexxia of any failure to meet a Service Level set out in Appendix 3, BCE Nexxia will investigate, analyze and communicate to the Customer the cause of the infraction. If it is a result of actions by BCE Nexxia or its Providers, the Customer will receive:
- i) **For Service Assurance SLA** Site Availability: A credit equal to 10% of the Service Monthly Fees as set out in the Site Schedule attached to this Service Schedule for that specific site and as measured for each Customer Site. The credit is applicable only to the site in which the infraction occurred.
  - ii) **For Service Performance SLA** Network Packet Loss, Network Latency, and Network Jitter: A credit equal to 5% of the Service Monthly Fees as set out in the Site Schedule attached to this Service Schedule as measured between selected sites pair. The credit is applicable only to the sites pair between which the infraction occurred and that subscribed to the Class of Service.
  - iii) Continued chronic and repeated violations of the Service Assurance SLA or the Service Performance SLA for a period of 3 consecutive months shall constitute a material breach of the Agreement, provided that both parties cannot mutually agree on a resolution via the governance process as set out in Amendment #1 to the Master Communications Agreement.

BCE Nexxia shall apply an applicable credit within twenty-one (21) calendar days of the end of the Reporting Period of which the infraction occurred.

- d) The SLAs shall not apply in the following circumstances:
- i) Customer Sites belonging to two (2) or more VPN memberships will only receive one credit.
  - ii) Other Exceptions and Exclusions are set out in Appendix 3.



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5 OTHER TERMS AND CONDITIONS

- a) **Termination Fees** In the event the Customer terminates all or a portion of a Site Schedule ("Terminated Site") for its convenience prior to the end of the then current Service Term, Customer shall provide BCE Nexxia with no less than ninety (90) days notice of such termination. In such case, the Customer shall be charged an early termination Fee for such Terminated Site equal to (i) 50% of the remaining monthly Fees for the Terminated Site that would have been payable to the end of the then current Service Term, and (ii) 50% of the reasonable out-of-pocket expenses that BCE Nexxia incurs or will incur in connection with its contractual arrangements with providers in connection with the Terminated Site (the "Site Termination Fees"), plus Foreign Tax Surcharge on the Site Termination Fees. For greater certainty, out-of-pocket expenses shall include 100% of the remaining monthly fees payable by BCE Nexxia to a third party provider. The Site Termination Fees are liquidated damages and consideration for the Terminated Site 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 BCE Nexxia incurs or will incur in connection with such cancellation.
- b) **Installation Charges:** In the event that BCE Nexxia incurs costs as a result of the Customer providing incorrect information regarding a Customer Site, the Customer shall pay to BCE Nexxia 100% of the reasonable expenses incurred by BCE Nexxia as a result of such incorrect information. Further, if a site is not ready for installation on a scheduled installation date for reasons that are not attributable to BCE Nexxia, the Customer shall incur a reasonable charge for a second installation date.
- c) **Governing Law, Jurisdiction, and Venue** This Service Schedule shall be governed by and interpreted in accordance with the laws of the State of New York, without reference to principles of choice or conflict of law, and the parties hereto expressly agree that exclusive jurisdiction and venue of any dispute with respect to this Service Schedule and any action for indemnification hereunder shall be in a court of appropriate jurisdiction in the county of New York, New York.
- d) **Acceptable Use Policy** is part of the terms and conditions of this Service Schedule as set out in the main body of the Agreement.
- e) **Confidentiality** All IP addresses provided to the Customer are the property of BCE Nexxia or Bell Canada and are provided solely for the Customer's use with the Service. As such, these IP addresses are considered Confidential Information as defined in the Agreement.



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- f) **Export Restrictions** The parties acknowledge that equipment, products, software, and technical information (including, but not limited to, technical assistance and training) provided under this Service Schedule may be subject to export laws and regulations, and any use or transfer of the equipment, products, software, and technical information must be in compliance with all applicable regulations. The parties will not use, distribute, transfer, or transmit the equipment, products, software, or technical information (even if incorporated into other products) except in compliance with all applicable export regulations. If requested by either party, the other party agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations. In the event any necessary export license cannot be obtained within six (6) months after application therefore, neither party shall have further obligations with respect to providing or purchasing and, if applicable, Customer shall return to BCE Nexxia, the equipment, products, software, or technical information that is the subject matter of the unsuccessful export application.
- g) **Notices** All notices provided for shall be given in writing and delivered by personal delivery, prepaid first class registered or certified mail or by facsimile to the addresses and representatives set out in the Agreement. Customer shall notify BCE Nexxia of a change in its billing address and any change in its corporate name or any business or trade name used in connection with the Services.
- 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
- i) **QoSv2:** Bell is targeting the rollout of QoSv2 within our Global IPVPN portfolio for Q2/Q3 of 2012. In the event that Bell is not prepared to offer QoSv2 by August 31st, 2012, Bell will work with Target in order to provide an appropriate substitute which still meets Target's business requirements at no additional charge.
- j) **Native Multicasting:** Bell is targeting the rollout of Native Multicasting within our Global IPVPN portfolio for Q2/Q3 of 2012. In the event that Bell is not prepared to offer Native Multicasting by August 31st, 2012, Bell will work with Target in order to provide an appropriate substitute which still meets Target's business requirements at no additional charge.



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By signing below, BCE Nexxia 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 set forth therein, with effect from the later of the date this Service Schedule is signed by the Customer or BCE Nexxia for the duration of the Service Term

<b>TARGET CANADA CORP</b>		<b>BCE NEXXIA CORPORATION</b>	
SIGNATURE		SIGNATURE	
NAME	<b>Tom Butterfield</b>	NAME	<b>Mario Belanger</b>
TITLE	<b>SVP, Strategy and Operations</b>	TITLE	<b>SVP-Enterprise Sales</b>
I am authorized to bind Customer to the terms and conditions of this Service Schedule		I am authorized to bind BCE NEXXIA to the terms and conditions of this Service Schedule	
DATE		DATE	<b>March 26, 2012</b>



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### Appendix 1: Glossary of Terms and Definitions

**AOR Option** or value is available on request and is determined on individual case basis only

**BCE Nexxia Responsibility** means a fault in a BCE Nexxia managed network component which BCE Nexxia is responsible to repair

**Business Day** means, unless otherwise stated, Canadian and applicable country normal business or working day(s)

**Class of Service (CoS)** means one of three classes of gIPVPN Service. The Classes of Service are Standard, Priority, and Near Real Time

**Customer Premises Router (CPR, Customer Edge Router or CE Router)** is the router on a Customer Site from which access to the gIPVPN Backbone Network is provided and provides the LAN interface used as the service demarcation point. The CPR shall be managed by BCE Nexxia. The CPR is a component of the Network Access

**Customer Site** means the geographical location where Customer is connected to the gIPVPN Service via a Network Access

**Guaranteed Installation Date** means the date that BCE Nexxia confirms to the Customer that the gIPVPN Service will be Ready for Service (RFS) at a given Customer Site

**gIPVPN Backbone Network** means all equipment, including backbone routers and circuits, up to and including the BCE Nexxia entry and exit ports at the gIPVPN PE Routers connected directly to the CPR via one of the Network Access Options. gIPVPN Backbone Network does not include the Network Access

**Network Access** means the circuit (or local loop) connecting a Customer Site to the gIPVPN Backbone Network and the equipment located at the Customer Site with the LAN interface used as demarcation point

**Point of Presence (PoP)** means a gIPVPN Backbone Network site with a node or PE Router serving Customer Sites

**Provider Edge Router (PE Router)** means a gIPVPN Network Backbone switch / router to which a Site is connected

**Ready for Service (RFS)** means that BCE Nexxia and Customer have mutually agreed that the gIPVPN Service is ready to be utilized by Customer

**Reporting Period** means the period during which the measurements are made and reported. The Reporting Period is a complete calendar month for SLO and SLA

**Site Schedule** means the Site Schedule attached to this Service Schedule. The Site Schedule describes the terms and specifications of the associated Customer Site







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## Appendix 2: Service Attributes and Optional Features

### 1 MANAGEMENT LEVELS

- a) **Basic**: [if applicable] Basic is a network management level providing incident management, change management and configuration management in response to Customer initiated requests and inquiries
- b) **NetControl**: [if applicable] network management level providing incident surveillance, incident management and problem management of events that impact the Service as well as change and configuration management, including backups and change analysis
- c) **NetInsight**: [if applicable] network management level providing incident surveillance, incident management and problem management of events that impact the Service as well as change and configuration management and near real time performance reporting viewable over a Web Portal
- d) **NetPerform**: [if applicable] network management level providing incident surveillance, incident management and problem management of events that impact the Service as well as change and configuration management and near real time performance reporting viewable over a Web Portal. As well, NetPerform provides for proactive management of the Service, including performance threshold alarming, trend analysis and report analysis

### 2 ACCESS TYPES Access Type refers to different levels of robustness and availability that the Customer may select for individual sites. Access Type is also associated with specific Service Levels as specified in Appendix 3.

- a) **High Performance**: [if applicable] The High Performance Access Type is available for sites that have at least the NetControl management level selected. High Performance supports the full range of IP VPN Service attributes.
- b) **Basic**: [if applicable] The Basic Access Type is available only to the Basic management level.
  - i) Basic supports limited Service attributes and symmetrical and/or asymmetrical bandwidth options at various contention levels
  - ii) The requested Bandwidth cannot be guaranteed until tests are conducted at implementation time. If the requested Bandwidth cannot be delivered based on such tests, the installation technician will test the access at lower bandwidth until the Lowest Acceptable Bandwidth set out in the associated Site Schedule attached to this Service Schedule is reached. If a supported bandwidth level is available, then installation will be completed and the billing will be adjusted accordingly. If the installation technician is not able to establish the Lowest Acceptable Bandwidth, then the associated Site will be terminated without penalty. A new Site Schedule can be established with High Performance Access at the prevailing rates.



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3. CLASSES OF SERVICE (COS)

- a) **Priority COS** [if applicable – available only for NetInsight and NetPerform] Priority Class of Service allows the Customer to designate a portion of the standard bandwidth as Priority Traffic transported through the network via the Customer's Priority bandwidth will have priority over traffic transported via the Customer's standard bandwidth. The aggregate bandwidth for Priority and Near Real-Time COS cannot exceed sixty percent (60%) of total bandwidth with the COS Profiles
- b) **Near Real-Time COS** [if applicable – available only for NetInsight and NetPerform] Near Real-Time Class of Service allows the Customer to designate a portion of the standard bandwidth as Near Real-Time Traffic transported through the network via the Customer's Near Real-Time bandwidth will have priority over traffic transported via the Customer's standard bandwidth or Priority bandwidth. The aggregate bandwidth for Priority and Near Real-Time COS cannot exceed sixty percent (60%) of total bandwidth with the COS

i) **COS Profile** determines the bandwidth allocation to each COS. The following COS Profiles are available

COS Profile	Class of Service (COS)		
	Standard	Priority	Near Real-time
001	30%	40%	30%
002	30%	70%	None
003	70%	30%	None
006	100%	None	None
BCE	Remaining	64Kbps increment	64Kbps increment

c) **New Classes of Service** As of the execution of this Service Schedule Agreement, there are three COS i) Priority, ii) Near Real-Time, and iii) Standard. BCE Nexxia has created a roadmap for the purpose of adding new COS to the aforementioned three COS. The new five COS are as follows i) voice, ii) video, iii) priority, iv) standard, and v) bulk. BCE Nexxia agrees to migrate the Customer from the three-COS system to the five-COS system discussed here, and BCE Nexxia agrees to waive all migration fees, if applicable.



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#### 4 OTHER FEATURES

- a) Polling Intervals [if applicable – available only for NetInsight and NetPerform] The Service includes polling intervals of 15 minutes. The Shorter Polling Intervals option provides five (5) minute polling intervals.
- b) Simple Network Management Protocol ("SNMP") Views [if applicable – available only for NetControl, NetInsight and NetPerform] SNMP provides the Customer with the ability to poll specific approved MIBs on its own CE devices with the Customer's reporting toolset. If BCE Nexxia determines that the Customer's usage of this feature is adversely affecting the Service, BCE Nexxia may suspend or terminate this feature.
- c) Diversity [if applicable] Diversity automatically reroutes traffic from the primary access to the secondary access in the event of a primary access failure. Both primary and secondary accesses shall be specified separately in a Site Schedule attached to this Service Schedule. Diversity is available in one or more of the following configurations:
- i) Point of Presence Diversity A Site with a fully resilient, redundant dedicated access system. Two completely separate Network Accesses connected to the gIPVPN Backbone Network via separate entries into Customer's premises are routed to different gIPVPN PoPs via two independent diverse routes. The customer must purchase the Point of Presence Diversity option on each access to the Service and must order and pay for the required components. Both accesses shall be identified with a different Site Number in the Site Schedule attached to this Service Schedule.
  - ii) Port Diversity A Site with a fully resilient, redundant dedicated access system. Two completely separate Network Accesses connected to the gIPVPN Backbone Network into Customer's premises, routed to the same gIPVPN PoP, via two independent diverse routes. The customer must purchase the Port Diversity option on each access to the Service and must order and pay for the required components. Both accesses shall be identified with a different Site Number in the Site Schedule attached to this Service Schedule.
  - iii) Network Access Diversity A Site with a fully self-resilient and redundant dedicated access system (such as SONET ring) connecting the CPR to a single gIPVPN Port. The customer must purchase the Network Access Diversity option and must order and pay for the required components.
  - iv) Standard A Site with only a primary access or without a diversified secondary Network Access to the gIPVPN Backbone Network. A given Customer Site may be connected to the gIPVPN Backbone Network using multiple Standard Network Accesses. In such cases, the Network Accesses are not physically and/or geographically diverse.
- d) Secondary Access Configuration [if applicable] On Site with Diversity, the Customer can select the configuration of the backup Access ("Secondary Access"). The Secondary Access Configuration is available with the following attributes:
- i) Active The Secondary Access is operational and ready to backup the Primary Access in case of failure of the Primary Access. This is the default configuration for a Secondary Access. The primary and secondary Accesses may subscribe to different COS Profile, Access Type and Access Bandwidth.
  - ii) Standby The Secondary Access is used in hot standby mode and ready to be used for carrying traffic only in the event that the primary access fails. This option cannot be used for load balancing, sharing bursting, or other traffic use. If the Secondary Access with the Standby option is used for transmitting customer traffic when the Primary Access is available, then the same charges as for the Primary Access will apply to the Secondary Access. Primary and Secondary Accesses must be configured with the same COS Profile, Management Level, Access Bandwidth and Access Type. The Standby option may not be available in all countries and with all configuration options.



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### Appendix 3 Service Levels

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gIPVPN Service Levels provides Customer with Service Level Objectives or Service Level Agreement for the following key performance indicators:

Metrics	Type of metric
Site Provisioning: On Time Installation	SLO
Service Assurance: Site Availability	SLA
Service Performance	
Network Packet Loss	
CoS: Standard	SLO
CoS: Priority	SLA
CoS: Near Real-time	SLA
Network Latency	
CoS: Standard	SLO
CoS: Priority	SLA
CoS: Near Real-time	SLA
Network Jitter	
CoS: Near Real-time	SLA

Except for Site Provisioning, a complete Reporting Period of measurements is required for the gIPVPN Service Levels to become effective after (i) a Customer Site is declared Ready for Service, (ii) a change to an existing Customer Site or (iii) a modification to the designation of reporting target Sites.

#### 1 SITE PROVISIONING: ON TIME INSTALLATION

- a) Installation intervals are not the same for all countries and vary significantly within many countries. BCE Nexxia is committed to communicate the right information to its customer. For each Site installation, BCE Nexxia will provide to the Customer:
- i) Confirmation, by electronic mail, of BCE Nexxia acceptance of an order with the order number and the target installation date within ten (10) Business Days from the reception of the order,
  - ii) Confirmation, by electronic mail, of the Guaranteed Installation Date within fifteen (15) Business Days after the acceptance of the order,
  - iii) Notification, by electronic mail or fax, of BCE Nexxia Ready for Service date following installation.
- b) **Objective:** On time Installation performance is defined as the comparison of the Guaranteed Installation Date and the actual Ready for Service date. On time installation objective is met when the actual Ready for Service date is on or before the Guaranteed Installation Date. BCE Nexxia commits that the On time Installation Objective will be met 100% of the time. Installation means initial connection of a Customer Site to the gIPVPN Network.
- c) **Exclusions and Exceptions:** Exclusions and Exceptions are listed in Section 6(f) of this Appendix. In addition, exclusions and exceptions to measurement and calculation of Site Provisioning include the following:
- i) Customer requested or caused the delay,
  - ii) Customer did not provide a Letter of Authorization at order time,
  - iii) Customer requested to expedite the order.



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2. SERVICE ASSURANCE. SITE AVAILABILITY (if applicable – available only with NetControl, NetInsight and NetPerform)

- a) Site Availability is defined as the percent of time the gIPVPN Service is available for use by the customer at a specific Customer Site. Site Availability is calculated using the formula below, which means that the Site Availability is equal to the total time of the Reporting Period, minus the total outage periods, as a percentage of the total time in the Reporting Period. Measurements averaged over one Reporting Period are reported on the "Monthly Site Availability" report of the web portal. Calculations are rounded to the second decimal.

$$\text{Customer Site Availability} = 100\% \times \frac{(\text{Reporting Period} - \text{Outage Time})}{\text{Reporting Period}}$$

Where

- Reporting Period = Total number of minutes in the Reporting Period as per the exclusions and exception set out in 6(f) of this Appendix
- Outage Time = Total number of minutes that the Customer Site is not available due to Service interruption for which BCE Nexxia is responsible, as documented in BCE Nexxia measured trouble tickets over the applicable Reporting Period

Subject to the Exclusions and Exceptions in 6(f) of this Appendix, a Customer Site is available if the Site is able to communicate with the gIPVPN Backbone Network. Except for the Exclusions and Exceptions in 6(f) of this Appendix, a Customer Site is unavailable if (a) the Access is not functioning, (b) if the Site is isolated from gIPVPN Backbone Network.

An out-of-Service condition commences when identified either by BCE Nexxia's Operations Centre or by the Customer and ends when all faults are rectified and the Service is returned to the Customer in normal working condition. Only BCE Nexxia responsibility out-of-Service trouble tickets are used in calculation. All hours in which a specific Site is unavailable must be documented in a BCE Nexxia trouble ticket. The minimum outage duration is set at one minute per BCE Nexxia trouble ticket.

- b) Customer Site Availability differs by Diversity options and bands as described in the Table 1 below

Diversity options	Site Availability SLA				
	Band 1	Band 2	Band 3	Band 4	Band 5
PoP Diversity	99.98%	99.90%	AOR	AOR	AOR
Port Diversity	99.92%	99.85%	99.75%	AOR	AOR
NA Diversity	99.85%	99.85%	99.75%	AOR	AOR
Standard – No diversity	99.20%	99.00%	98.50%	98.40%	97.90%



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**3 SERVICE PERFORMANCE. NETWORK PACKET LOSS** [if applicable – available only with NetInsight and NetPerform and with High Performance Network Access]

a) Network Packet Loss is defined as the monthly average packet loss (measured by BCE Nexxia, in percentage), from a specific Customer Site (origin) to another designated Customer Sites (destination), under normal operating conditions. The measurement is made from the Ethernet interface on the Customer edge router at one Site to the Ethernet interface on the Customer edge router at another Site. Measurements are made between a Customer Site and up to two (2) other designated Customer Sites. The Customer is responsible to select the designated Sites for reporting.

b) **Objectives** The Monthly Network Packet Loss shall be equal to or lower than the level set forth in the Table 2 below

Class of Service	Packet Loss Objectives
Near Real Time	< 1%
Priority	< 1%
Standard	1%

c) For the first three (3) Reporting Periods following the Customer Site Ready for Service date, the Network Packet Loss Commitment will be as per the Table 2 Network Packet Loss Objectives. Following that interval, the Network Packet Loss Commitment can be adjusted as the weighted average of the reported Network Packet Loss data of the first three (3) Reporting Periods. The Network Packet Loss Commitment shall be re-adjusted after (i) a change to an existing Customer Site and/or (ii) a modification to the designation of reporting target Sites.

**4. SERVICE PERFORMANCE NETWORK LATENCY** [if applicable – available only with NetInsight and NetPerform and with High Performance Network Access]

a) Network Latency is defined as the monthly average round trip delay (measured by BCE Nexxia, in millisecond), from a specific Customer Site (origin) to another designated Customer Site (destination), under normal operating conditions. The one way delay measurement for Near Real-time Class of Service is calculated as half of the round trip delay. The measurement is made from the Ethernet interface on the Customer edge router at the origin Site to the Ethernet interface on the Customer edge router at the destination Site. Measurements are made between a Customer Site and up to two (2) other designated Customer Sites. The Customer is responsible to select the designated Sites for reporting.

b) **Objectives** Network Latency varies by Class of Service. Customer Edge to Customer Edge Network Latency Objective is calculated using the following formula

For each Class of Service,

$$\text{Network Latency Objective} = \text{AccessLatency}(\text{CoS}, \text{Bandwidth}_{\text{Origin}}) + \text{NetworkLatency}(\text{CoS}, \text{PoP}_{\text{Origin}}, \text{PoP}_{\text{Destination}}) + \text{AccessLatency}(\text{CoS}, \text{Bandwidth}_{\text{Destination}})$$

Where,

Access Latency is the delay that occurs on the Network Accesses and each end of the Site pair and is determined by the bandwidth of both Network Accesses (at the PoP of origin and at the PoP of destination) for each Class of Service as set in this Appendix, Section 4(b), Tables (i), (ii) and (iii)



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Network Latency is the delay that occurs on the gIPVPN Backbone Network and is determined by the PoPs pair (origin and destination) for each Class of Service as set in this Appendix, Section 4(b), Tables (iv), (v) and (vi)

gIPVPN performance objective for Network Latency is measured between designated Customer Sites. The delay (latency) on the Network Access depends on the contracted bandwidth of both Customer sites. The tables in this Section shall be used to determine under normal operating conditions the End-to-End (Customer Site to Customer Site) Network Latency as described in Section 4 of this Appendix

This Section is subject to update from time to time. The new SLA Objective becomes effective thirty (30) days after BCE Nexxia notifies the Customer of updates to the tables of this Exhibit. Should the new SLA Objective be detrimental to Customer, Customer may terminate this Agreement with no early termination charges, penalties or further obligation upon mutual agreement between the two parties has taken place in the governance meetings as set out in the Master Agreement. Should mutual agreement not be attained, the prior SLA Objective will remain in place and the new SLA Objective will not be in effect

Designation "n/a" means that the Service is not offered at the selected bandwidth

Designation "AOR" means that the Commitment is available on case by case basis and will be determined as the weighted average of the first three Reporting Periods after (i) the Customer Site is declared Ready for Service or (ii) a modification to the designation of reporting target Sites



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(i) Network Access Latency Standard Class of Service

Destination Site speed	Round trip Delay	Origin Site speed										
		SDSL	128Kb/s	256Kb/s	512Kb/s	1.0Mb/s	1.5Mb/s	2.0Mb/s	3.0Mb/s	5.0Mb/s	≥ 10Mb/s	≥ 50Mb/s
SDSL	140ms	144ms	113ms	97ms	89ms	87ms	85ms	84ms	83ms	82ms	81ms	
128Kb/s	144ms	148ms	116ms	101ms	93ms	90ms	89ms	88ms	87ms	86ms	85ms	
256Kb/s	113ms	116ms	85ms	69ms	62ms	59ms	58ms	56ms	55ms	55ms	54ms	
512Kb/s	97ms	101ms	69ms	54ms	46ms	43ms	42ms	41ms	40ms	39ms	38ms	
1.0Mb/s	89ms	93ms	62ms	46ms	39ms	36ms	35ms	33ms	32ms	31ms	31ms	
1.5Mb/s	87ms	90ms	59ms	43ms	36ms	33ms	32ms	31ms	29ms	29ms	28ms	
2.0Mb/s	85ms	89ms	58ms	42ms	35ms	32ms	31ms	29ms	28ms	27ms	27ms	
3.0Mb/s	84ms	88ms	56ms	41ms	33ms	31ms	29ms	28ms	27ms	26ms	25ms	
5.0Mb/s	83ms	87ms	55ms	40ms	32ms	29ms	28ms	27ms	26ms	25ms	24ms	
≥ 10Mb/s	82ms	86ms	55ms	39ms	31ms	29ms	27ms	26ms	25ms	24ms	23ms	
≥ 50Mb/s	81ms	85ms	54ms	38ms	31ms	28ms	27ms	25ms	24ms	23ms	23ms	

(ii) Network Access Latency Priority Class of Service

Destination Site speed	Round trip Delay	Origin Site speed										
		SDSL	128Kb/s	256Kb/s	512Kb/s	1.0Mb/s	1.5Mb/s	2.0Mb/s	3.0Mb/s	5.0Mb/s	≥ 10Mb/s	≥ 50Mb/s
SDSL	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
128Kb/s	n/a	144ms	112ms	97ms	89ms	86ms	85ms	84ms	83ms	82ms	81ms	
256Kb/s	n/a	112ms	81ms	65ms	58ms	55ms	54ms	52ms	51ms	51ms	50ms	
512Kb/s	n/a	97ms	65ms	50ms	42ms	39ms	38ms	37ms	36ms	35ms	34ms	
1.0Mb/s	n/a	89ms	58ms	42ms	35ms	32ms	31ms	29ms	28ms	27ms	27ms	
1.5Mb/s	n/a	86ms	55ms	39ms	32ms	29ms	28ms	27ms	25ms	25ms	24ms	
2.0Mb/s	n/a	85ms	54ms	38ms	31ms	28ms	27ms	25ms	24ms	23ms	23ms	
3.0Mb/s	n/a	84ms	52ms	37ms	29ms	27ms	25ms	24ms	23ms	22ms	21ms	
5.0Mb/s	n/a	83ms	51ms	36ms	28ms	25ms	24ms	23ms	22ms	21ms	20ms	
≥ 10Mb/s	n/a	82ms	51ms	35ms	27ms	25ms	23ms	22ms	21ms	20ms	19ms	
≥ 50Mb/s	n/a	81ms	50ms	34ms	27ms	24ms	23ms	21ms	20ms	19ms	19ms	

(iii) Network Access Latency: Near Real-time Class of Service

Destination Site speed	One way Delay	Origin Site speed										
		SDSL	128Kb/s	256Kb/s	512Kb/s	1.0Mb/s	1.5Mb/s	2.0Mb/s	3.0Mb/s	5.0Mb/s	≥ 10Mb/s	≥ 50Mb/s
SDSL	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
128Kb/s	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
256Kb/s	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
512Kb/s	n/a	n/a	n/a	10ms	10ms	9ms	9ms	9ms	9ms	9ms	9ms	
1.0Mb/s	n/a	n/a	n/a	10ms	9ms	9ms	8ms	8ms	8ms	8ms	8ms	
1.5Mb/s	n/a	n/a	n/a	9ms	9ms	8ms	8ms	8ms	8ms	8ms	8ms	
2.0Mb/s	n/a	n/a	n/a	9ms	8ms	8ms	8ms	8ms	8ms	8ms	8ms	
3.0Mb/s	n/a	n/a	n/a	9ms	8ms	8ms	8ms	8ms	8ms	8ms	8ms	
≥ 10Mb/s	n/a	n/a	n/a	9ms	8ms	8ms	8ms	8ms	8ms	7ms	7ms	
≥ 50Mb/s	n/a	n/a	n/a	9ms	8ms	8ms	8ms	8ms	7ms	7ms	7ms	



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(iv) PoP to PoP Network Latency Objectives Standard Class of Service

Round trip Delay	Eastern Europe	Western Europe	Nordics	Middle East	North America	South America	Strong Asia	Weak Asia
Eastern Europe	200ms	100ms	180ms	AOR	310ms	325ms	490ms	520ms
Western Europe	100ms	80ms	130ms	130ms	230ms	360ms	420ms	490ms
Nordics	180ms	130ms	100ms	AOR	240ms	350ms	420ms	530ms
Middle East	AOR	130ms	AOR	210ms	AOR	AOR	AOR	AOR
North America	310ms	230ms	240ms	AOR	160ms	260ms	380ms	420ms
South America	325ms	360ms	350ms	AOR	260ms	320ms	450ms	550ms
Strong Asia	490ms	420ms	420ms	AOR	380ms	450ms	160ms	280ms
Weak Asia	520ms	490ms	530ms	AOR	420ms	550ms	280ms	170ms

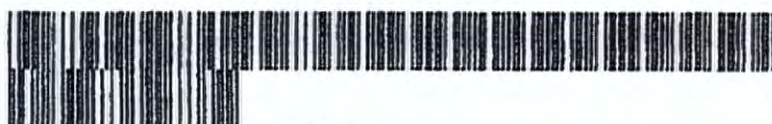
(v) PoP to PoP Network Latency Objectives Priority Class of Service

Round trip Delay	Eastern Europe	Western Europe	Nordics	Middle East	North America	South America	Strong Asia	Weak Asia
Eastern Europe	190ms	96ms	172ms	AOR	296ms	310ms	466ms	494ms
Western Europe	96ms	76ms	124ms	124ms	220ms	342ms	400ms	466ms
Nordics	172ms	124ms	96ms	AOR	228ms	334ms	400ms	504ms
Middle East	AOR	124ms	AOR	200ms	AOR	AOR	AOR	AOR
North America	296ms	220ms	228ms	AOR	152ms	248ms	362ms	400ms
South America	310ms	342ms	334ms	AOR	248ms	304ms	428ms	524ms
Strong Asia	466ms	400ms	400ms	AOR	362ms	428ms	152ms	266ms
Weak Asia	494ms	466ms	504ms	AOR	400ms	524ms	266ms	162ms

(vi) PoP to PoP Network Latency Objectives Near Real-Time Class of Service

One way Delay	Eastern Europe	Western Europe	Nordics	Middle East	North America	South America	Strong Asia	Weak Asia
Eastern Europe	95ms	48ms	86ms	AOR	148ms	155ms	233ms	247ms
Western Europe	48ms	38ms	62ms	62ms	110ms	171ms	200ms	233ms
Nordics	86ms	62ms	48ms	AOR	114ms	167ms	200ms	252ms
Middle East	AOR	62ms	AOR	100ms	AOR	AOR	AOR	AOR
North America	148ms	110ms	114ms	AOR	76ms	124ms	181ms	200ms
South America	155ms	171ms	167ms	AOR	124ms	152ms	214ms	262ms
Strong Asia	233ms	200ms	200ms	AOR	181ms	214ms	76ms	133ms
Weak Asia	247ms	233ms	252ms	AOR	200ms	262ms	133ms	81ms

- c) For the first three (3) Reporting Periods following the Customer Site Ready for Service date, the Network Latency Commitment will be as per the formula in 4(b). Following that interval, the Network Latency Commitment can be adjusted as the weighted average of the reported Network Latency data of the first three (3) Reporting Periods. The Network Latency Commitment shall be re-adjusted after (i) a change to an existing Customer Site and/or (ii) a modification to the designation of reporting target Sites.



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5. **SERVICE PERFORMANCE: NETWORK JITTER** [if applicable – available only with NetInsight and NetPerform and with High Performance Network Access]

- a) Network Jitter is defined as the monthly maximum delay variation (measured by BCE Nexxia, in millisecond) from a specific Customer Site (origin) to another designated Customer Site (destination), under normal operating conditions for Near Real-time Class of Service traffic. The measurement is made from the Ethernet interface on the Customer edge router at one Site to the Ethernet interface on the Customer edge router at another Site. Both Customer Sites (origin and destination) shall subscribe to the Near Real-time Class of Service. Measurements are made between a Customer Site and up to two (2) other designated Customer Sites. The Customer is responsible to select the designated Sites for reporting.
- b) **Objectives** The Monthly Network Jitter shall be equal to or lower than the level set forth in the Table 9 below

	Eastern Europe	Western Europe	Nordics	Middle East	North America	South America	Strong Asia	Weak Asia
Eastern Europe	15ms	15ms	15ms	AOR	15ms	25ms	20ms	20ms
Western Europe	15ms	13ms	15ms	28ms	15ms	25ms	20ms	20ms
Nordics	15ms	15ms	13ms	AOR	15ms	25ms	20ms	20ms
Middle East	AOR	28ms	AOR	28ms	AOR	AOR	AOR	AOR
North America	15ms	15ms	15ms	AOR	10ms	25ms	20ms	20ms
South America	25ms	25ms	25ms	AOR	25ms	25ms	25ms	25ms
Strong Asia	20ms	20ms	20ms	AOR	20ms	25ms	20ms	20ms
Weak Asia	20ms	20ms	20ms	AOR	20ms	25ms	20ms	28ms

- c) For the first three (3) Reporting Periods following the Customer Site Ready for Service date, the Network Jitter Commitment will be as per the Table 9 Network Jitter Objectives. Following that interval, the Network Jitter Commitment can be adjusted as the weighted average of the reported Network Jitter of the first three (3) Reporting Periods. The Network Jitter Commitment shall be re-adjusted after (i) a change to an existing Customer Site and/or (ii) a modification to the designation of reporting target Sites.

6. **SERVICE LEVELS GENERAL TERMS AND CONDITIONS**

Time during which a specific Customer Site is unavailable (other than due to any exclusions and exceptions set out herein) must be documented in a BCE Nexxia trouble ticket.

All requests for credit must be made within the specified interval after the date of the incident in which the failure to meet the Standard Service Levels occurred. If the Customer is entitled to, and requests the Performance Remedies within the allotted time, then BCE Nexxia will credit them against the Customer's monthly invoice for the Service. Under no circumstances shall BCE Nexxia be required to credit, in respect of all metrics under this SLA combined for any given Site in a month, a total cumulative amount greater than one hundred percent (100%) of the total monthly charge for that Customer Site.

- a) A fault condition resulting in a Credit will only be accounted for once. The Credit will be based on the root cause. Where more than one Credit can be claimed, BCE Nexxia will pay the Credit with the largest value.

BCE Nexxia reserves the right to make changes to the operation and technical definition of the gIPVPN -SLA measurements. Customer will be notified of such changes thirty (30) Days before becoming effective. Should the new gIPVPN-SLA measurements be detrimental to Customer, Customer may terminate this Agreement with no early termination charges, penalties or further obligation upon mutual agreement between the two parties has taken place in the governance meetings as set out in the Master Agreement. Should mutual agreement not be attained, the prior gIPVPN-SLA measurement will remain in place and the new gIPVPN-SLA measurement will not be in effect.



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- b) For measurements of Network Latency, Jitter and Packet Loss
- i) Both Customer Sites of the pair between which the measurement is being made must subscribe to NetPerform and/or NetInsight Management Level
  - ii) Both Customer Sites of the pair must subscribe to a High Performance Network Access
  - iii) Both Customer Sites of the pair must subscribe to the Near Real-Time Class of Service.
  - iv) The PoP to PoP Network Jitter is subject to update from time to time as (a) BCE Nexxia's gIPVPN Backbone Network topology is revised, (b) new countries are added, or (c) countries where BCE Nexxia no longer has presence are removed. Such changes may affect the Service Performance Objectives. The new Service Level Commitment becomes effective thirty (30) days after BCE Nexxia notifies the Customer of the update.
  - v) Network Latency, Packet Loss and Jitter commitments may not be available in all countries. In such cases and in countries where Near Real-time Class of Service is supported, BCE Nexxia will measure the performance of the Customer Sites pair for a period of three (3) Reporting Periods to determine the commitment.
  - vi) Designation "n/a" means that the Objective between the Site pair is set on case-by-case basis because of regulation or legislation within one country of the pair, because on the gIPVPN Backbone topology or because the Class of Service is not offered between the Site pair.
- c) Exclusions and Exceptions Exclusions and Exceptions to measurement and calculation of Service Assurance, Network Performance and Service Provisioning include the following:
- i) If Customer traffic consists of much larger packet sizes than 70 bytes for Near Real-time Class of Service, the experienced latency, packet loss and jitter may be greater than the measured jitter. The Network Packet Loss, Network Latency and Network Jitter objectives for Near Real-time Class of Service do not apply if the packet size exceeds 100 bytes. In order to maintain the performance integrity of the Near Real-Time traffic, BCE Nexxia reserves the right, at its discretion, to mark as Standard or drop all submitted Near Real-Time packets in excess of 100 bytes in size.
  - ii) Outages due to scheduled maintenance during the regular maintenance windows. gIPVPN regular maintenance window is 00:00 – 05:00 Sundays Pacific Time within the Americas, and 01:00 – 05:00, Sundays local time elsewhere in the world and BCE Nexxia shall provide written notice of any regularly scheduled maintenance. Customer may reject any BCE Nexxia scheduled maintenance window and work with BCE Nexxia to reschedule such maintenance window. BCE Nexxia reserves the right to revise the regular scheduled maintenance window with seven (7) calendar days prior written notification to Customer. Outages due to unscheduled upgrades that cannot be performed during the regular scheduled maintenance window.
  - iii) Outages and calculations due to local in-country practices, any national laws, customs, or regulations.
  - iv) Outages and calculations due to causes beyond BCE Nexxia's control and causes due to incidents of Force Majeure.
  - v) Outages and calculations of trouble tickets opened later than 48 hours from the outage occurrence.
  - vi) Outages and calculations for Customer Sites that are not within 200 km of the serving Point of Presence (PoP).
  - vii) Lost latency, jitter and packet loss measurements due to measurement system failures.
  - viii) Outages outside of Public Telco Operator (PTO) support hours (the hours during which field Service is provided for Network Access).
  - ix) Outages outside of the CPR field support hours (the hours during which field Service is provided for the CPR are excluded where intervention at the Customer Site is required).



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- x) Outages caused by other vendors not managed by BCE Nexia, or equipment that is not provided or managed by BCE Nexia
- xi) Any failure caused by Customer due to (i) action, (ii) inaction, (iii) unavailability of Customer personnel in order to determine and/or isolate the problem including "Customer Pending Status", or (v) Customer delays in installations, or (vi) failure caused by Customer's applications or equipment
- xii) Outages resulting from not implementing diverse routing of Network Accesses for the Point of Presence Diversity and Port Diversity options due to restrictions imposed by Customer
- xiii) Network Latency, Packet Loss and Jitter commitments do not include (i) the periods of time when Customer traffic is not conforming to the contracted traffic profile at glPVPN CE routers and (ii) when the Network Access utilization serving the glPVPN CE router of any of the measurement pair is higher than 75%. When these conditions occur, customer traffic may be discarded by the glPVPN CE routers
- xiv) For COS Profiles with multiple Classes of Service, the throughput commitments of a lower Class of Service only apply when Customer traffic for the higher classes conforms to the contracted traffic profile



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#### Appendix 4. Customer Requirements

1. Customer shall provide all necessary infrastructure, including power outlets, grounding and anti static environments required for the safe and efficient operation and maintenance of the BCE Nexxia provided equipment (as contemplated in the Service Schedule) in accordance with the specifications of BCE Nexxia or the National Electrical Safety Code® ("NESC"), published by the Institute of Electrical and Electronics Engineers, Inc ("IEEE") or other applicable safety code
2. In cases where access to the VPN is provided via DSL technology, the Customer, depending on the country, may need to provide the analog access, which must be independent of any digital switching or terminating equipment
3. The Customer is responsible for the coordination, installation and maintenance of "inside wiring" at the Site. This may be from the building telecom entrance (telephone room) to the room where the demarcation device (managed CE device) is to be installed
4. Web Portal Terms and Conditions
  - a) Subject to the Management Level described in Appendix 2 of this Service Schedule, the Service provides a Web tool ("Web Portal") that enables the Customer to view IP VPN reports
  - b) The Customer is solely responsible for access to and use of the Web Portal by any of its employees, officers, directors, agents and any other user of the IP VPN Service and Web Portal (collectively, the "Users") (The Customer and/or User are sometimes herein after referred to as "you")
  - c) The Customer agrees to comply with and to ensure that, the Users comply with the following terms and conditions associated with the use of the IP VPN Service and Web Portal
  - d) To use the Web Portal, you will be given a System Administrator account that will let you create other accounts for Users authorized by you. The System Administrator is responsible for ensuring that only Users authorized by you obtain an account and password
  - e) When providing contact information for the Web Portal, you agree to provide accurate and current information and to update promptly such information as necessary to ensure that it is kept accurate and complete
  - f) You agree you shall (a) maintain the confidentiality of all passwords and/or other account identifiers that you choose or are assigned, and (b) be responsible for all activities that occur under such passwords and/or account(s). Further, you agree to notify BCE Nexxia of any unauthorised use of your passwords and/or account(s). BCE Nexxia will not assume any responsibility for your acts or omissions



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**Appendix 5- Acceptable Internet Use Policy (use if applicable)**

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

- 1 **Rules** While using the Service, you may not
  - a) post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability or otherwise use the Service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Service or the Internet;
  - b) post or transmit messages constituting "spam", which includes but is not limited to unsolicited e-mail messages inappropriate postings to news groups false commercial messages, mail bombing or any other abuse of e-mail or news group servers,
  - c) post or transmit any information or software which contains a virus "cancelbot" "trojan horse", "Worm or other harmful or disruptive component,
  - d) upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute or provide access to information, software or other material which (i) is confidential or is protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s), (ii) is defamatory, obscene, child pornography or hate literature, or (iii) constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing,
  - e) use the Service for an unattended automated operation including but not limited to point-of-sales applications You further agree not to use Internet applications for the purpose of simulating network activity to avoid session inactivity disconnection,
  - f) engage in account sharing, including, without limitation, permitting third parties to use your Service account and password, or
  - g) use the Service for simultaneous sessions using the same User ID and Password
- 2 **Your Equipment** It is your responsibility to ensure that your computer system meets the minimum requirements stated by Bell as being necessary to use the Service From time to time, the computer equipment required to access and use the Service may change According to your computer equipment may cease to be adequate to access and use the Service
- 3 **You Can Best Control the Risk and Therefore Are Responsible** Bell will not assume any responsibility for your acts or omission or of any individual who uses your account All individuals with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet All such matters you're your responsibility As between Bell and you, you are better able to put in place physical and procedural impediments to the inappropriate use of and to supervise your account Account and password protection will be your responsibility Any detriment that is caused to the network as a result of a failure to properly secure your computer system may result in the termination of the Service
- 4 **Monitoring** Bell has no obligation to monitor the Service However In order to protect itself and its subscribers, Bell will be entitled to electronically monitor the Service from time to time and disclose any information concerning the End User required by the Customer or that is necessary to satisfy any law, regulation or lawful request or as necessary to operate the Service or to protect itself or others Bell will not intentionally monitor or disclose any private e-mail message unless required by law Bell reserves the right to refuse to post, or to remove any information or materials, in whole or in part, that it determines, in its sole discretion, are unacceptable undesirable, or in violation of these policies



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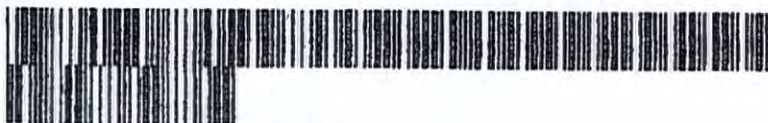






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- 5 **Content** You acknowledge that some content, products or services available with or through the Service ("Content") may be offensive or may not comply with applicable laws. You understand that neither Bell nor any of its affiliates attempt to censor or monitor any Content. You also acknowledge that neither Bell nor any of its affiliates have any obligation to monitor your use of the Service and except as provided herein, have no control over such use. Customer understands, however, that such Content may be subject to "caching" at intermediate locations on the Internet when being accessed through the Service. You assume total responsibility and risk for access to or use of Content and for your use of the Service and the Internet. Bell and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to your access to or use of Content.
- 6 **Privacy** Bell cannot guarantee privacy. Your messages may be the subject of unauthorized third party interception and review. Bell therefore recommends that the Service not be used for the transmission of confidential information. Any such use shall be at your sole risk and Bell, its affiliates and its agents shall be relieved from all liability in connection therewith.
- 7 **Confidential Information** You authorize Bell to collect from any party and to retain all relevant information relating to your use of the Service, and you hereby authorize any party to provide Bell with such information. You understand and agree that, unless you notify Bell to the contrary by e-mail, you further authorize Bell to disclose, on a confidential basis, to any party with whom Bell has business relations all relevant information relating to your dealings with the Service. This information may be used to provide you with better service. Bell will open and maintain a file in your name, which file will be kept at its head office. You may access your customer file free of charge upon 24 hours' prior written request to the Bell Business Office. You can submit your request in writing by selecting "Contact Us" on the Bell home page ([www.bellnexxia.com](http://www.bellnexxia.com) on the Internet). If any information contained in your customer file is inaccurate, you may make a written request for rectification, specifying the information to be rectified and explaining the inaccuracy to our business office.



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- 8 E-mail. Sending unsolicited, e-mail messages, including, without limitation, commercial advertising and informational announcements is prohibited. Users will not use another site's mail server or relay mail.
- 9 Usenet. Users shall not post ten (10) or more messages similar in content to Usenet or other newsgroups, forums, e-mail mailing lists or other similar groups or lists. Users will not post any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off topic according to the charter or other owned-published FAQ or description of the group or list.
- 10 System and Network Security. Users are prohibited from violating any system or network security measures including but not limited to engaging in unauthorized access or use of Bell's or a third party's network, data or information.

Users are unauthorized to monitor Bell or third party's data, systems or network traffic. Users are prohibited to interfere with service to any user, host or network including without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks. Users are prohibited to forge any TCP/IP packet header or any part of the header information in an e-mail or newsgroup posting.

#### VIOLATION OF ACCEPTABLE USE POLICY

Bell considers the above prohibitive practices to constitute abuse of its service. Therefore, Bell's terms and conditions of service prohibit these practices.

Engaging in one or more of these practices may result in termination or suspension of the offender's account and/or access to Bell's services in accordance with the Customer's agreement with Bell.

Nothing contained in this policy shall be construed to limit Bell's actions or remedies in any way with respect to any of the foregoing activities. Bell reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Bell service, and levying cancellation charges to cover Bell's costs. In addition, Bell reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

Complaints regarding email, or USENET abuse, SPAM or illegal use or system or network security issues, should be sent to [noc@in.bell.ca](mailto:noc@in.bell.ca) or [abuse@bell.ca](mailto:abuse@bell.ca).



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Appendix 6: Letter of Authorization Form  
SAMPLE

[CUSTOMER LETTER HEAD AT THE LOCATION]

[CURRENT DATE]

To BCE Nexxia  
c/o Bell Canada  
Global Service Delivery Centre  
160 Elgin Street 5 North  
Ottawa, Ontario K2P 2C4  
Canada

Attention International Order Coordinator

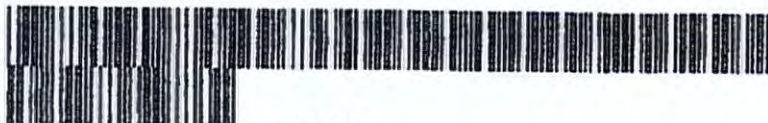
Facsimile +1 613 660 2911

[CUSTOMER NAME AT THE LOCATION], hereby grants authorization to BCE Nexxia or its agents to order and install  
• One (1) [xDSL, DS1, DS-3, E-1, E-3] facility

Into [COMPLETE CUSTOMER SITE ADDRESS]

Sincerely,

Name \_\_\_\_\_  
Title \_\_\_\_\_



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Appendix 7: Country Code Reference

Country Name	Country Code	Availability Band	Performance Region	Country Name	Country Code	Availability Band	Performance Region
Alghanistan	AF	Band 5	Weak Asia	Costa Rica	CR	Band 5	South America
Albania	AL	Band 3	Eastern Europe	Costa Rica	CS	Band 4	Eastern Europe
Algeria	DZ	Band 4	Middle East	Cote d'Ivoire	CI	Band 4	Middle East
American Samoa	AS	Band 5	Weak Asia	Croatia	HR	Band 3	Eastern Europe
Andorra	AD	Band 3	Western Europe	Cuba	CU	Band 5	South America
Angola	AO	Band 5	Middle East	Cyprus	CY	Band 3	Western Europe
Antigua And Barbuda	AI	Band 4	South America	Czech Republic	CZ	Band 2	Eastern Europe
Argentina	AR	Band 3	South America	Denmark	DK	Band 2	Nordics
Armenia	AM	Band 5	Eastern Europe	Djibouti	DJ	Band 5	Middle East
Aruba	AW	Band 4	South America	Dominica	DM	Band 5	South America
Australia	AU	Band 2	Strong Asia	Dominican Republic	DO	Band 4	South America
Austria	AT	Band 2	Western Europe	Ecuador	EC	Band 4	South America
Azerbaijan	AZ	Band 5	Eastern Europe	Egypt	EG	Band 4	Middle East
Bahamas	BS	Band 4	South America	El Salvador	SV	Band 5	South America
Bahrain	BH	Band 3	Middle East	Equatorial Guinea	GO	Band 5	Weak Asia
Bangladesh	BD	Band 4	Weak Asia	Eritrea	ER	Band 5	Middle East
Barbados	BB	Band 4	South America	Estonia	EE	Band 3	Eastern Europe
Belarus	BY	Band 5	Eastern Europe	Ethiopia	ET	Band 5	Middle East
Belgium	BE	Band 2	Western Europe	Fiji	FJ	Band 5	Weak Asia
Belize	BZ	Band 5	South America	Finland	FI	Band 2	Nordics
Benin	BJ	Band 4	Middle East	France	FR	Band 2	Western Europe
Bermuda	BM	Band 4	South America	French Guiana	GF	Band 5	Middle East
Bhutan	BT	Band 5	Middle East	French Polynesia	PF	Band 5	South America
Bolivia	BO	Band 4	South America	Gabon	GA	Band 5	Middle East
Bosnia and Herzegovina	BA	Band 5	Eastern Europe	Gambia	GM	Band 4	Middle East
Botswana	BW	Band 5	Middle East	Germany	GE	Band 5	Eastern Europe
Bouvet Island	BV	Band 5	Middle East	Ghana	DE	Band 2	Western Europe
Brazil	BR	Band 3	South America	Gibraltar	GI	Band 4	Middle East
Brunei Darussalam	BN	Band 4	Weak Asia	Greece	GR	Band 3	Western Europe
Bulgaria	BG	Band 3	Eastern Europe	Greenland	GL	Band 4	Western Europe
Burkina Faso	BF	Band 5	Middle East	Grenada	GD	Band 5	Western Europe
Burundi	BI	Band 5	Middle East	Guadeloupe	GP	Band 5	South America
Cameroon	CM	Band 5	Middle East	Guam	GU	Band 5	Weak Asia
Canada	CA	Band 2	North America	Guatemala	GT	Band 4	South America
Cape Verde	CV	Band 5	Middle East	Gunea	GN	Band 5	Weak Asia
Cayman Islands	KY	Band 4	South America	Guyana	GY	Band 4	Middle East
Central African Republic	CF	Band 5	Middle East	Haiti	HT	Band 5	South America
Chad	TD	Band 5	Middle East	Honduras	HN	Band 5	South America
Chile	CL	Band 4	South America	Hong Kong	HK	Band 3	Strong Asia
China	CN	Band 4	Strong Asia	Hungary	HU	Band 3	Eastern Europe
Colombia	CO	Band 4	South America	Iceland	IS	Band 3	Western Europe
Comoros	KM	Band 5	Middle East	India	IN	Band 4	Strong Asia
Congo	CG	Band 5	Middle East	Indonesia	ID	Band 4	Weak Asia
Congo, Democratic Republic	CD	Band 4	Middle East	Iran	IR	Band 5	Middle East
Cook Islands	CK	Band 4	Weak Asia	Iraq	IO	Band 5	Middle East
				Ireland	IE	Band 2	Western Europe
Israel	IL	Band 3	Middle East	Norway	NO	Band 2	Nordics
Italy	IT	Band 2	Western Europe	Oman	OM	Band 4	Middle East
Jamaica	JM	Band 4	South America	Pakistan	PK	Band 4	Middle East
Japan	JP	Band 2	Strong Asia	Palau	PW	Band 5	Weak Asia
Jordan	JO	Band 4	Middle East	Palestinian Territory	PS	Band 5	Middle East
Kazakhstan	KE	Band 4	Middle East	Panama	PA	Band 4	South America
Kinshasa	KI	Band 5	Weak Asia	Paraguay	PY	Band 4	South America
Korea, North	KP	Band 5	Weak Asia	Peru	PE	Band 4	South America
Korea, South	KR	Band 3	Strong Asia	Philippines	PH	Band 3	Weak Asia
Kuwait	KW	Band 4	Middle East	Poland	PL	Band 2	Eastern Europe
Kyrgyzstan	KG	Band 5	Eastern Europe	Portugal	PT	Band 2	Western Europe
Latvia	LV	Band 3	Eastern Europe	Puerto Rico	PR	Band 4	South America
Lebanon	LB	Band 4	Middle East	Qatar	QA	Band 4	Middle East
Lesotho	LS	Band 5	Middle East	Reunyon Island	RE	Band 5	Middle East
Libya	LR	Band 5	Middle East	Romania	RO	Band 3	Eastern Europe
Liichtensien	LI	Band 4	Middle East	Russia	RU	Band 4	Eastern Europe
Lithuania	LT	Band 3	Eastern Europe	Rwanda	RW	Band 5	Middle East
				Saint Lucia	LC	Band 4	South America
Luxembourg	LU	Band 2	Western Europe	Saint Vincent And The	VC	Band 4	South America
Macedonia	MK	Band 4	Eastern Europe	Grenadines	VG	Band 5	Weak Asia
Madagascar	MG	Band 4	Middle East	Samoa	WS	Band 5	Weak Asia
				San Marino	SM	Band 5	Western Europe



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Country Name	Country Code	Availability Band	Performance Region	Country Name	Country Code	Availability Band	Performance Region
Malawi	MW	Band 4	Middle East	Sao Tome and Principe	ST	Band 5	Middle East
Malaysia	MY	Band 4	Strong Asia	Senegal	SN	Band 4	Middle East
Maldives	MV	Band 4	Weak Asia	Seychelles	SC	Band 4	Middle East
Mali	ML	Band 4	Middle East	Sierra Leone	SL	Band 5	Weak Asia
Malta	MT	Band 3	Western Europe	Singapore	SG	Band 2	Strong Asia
Marshall Islands	MH	Band 5	Weak Asia	Slovakia	SK	Band 3	Eastern Europe
Martinique	MC	Band 4	South America	Slovenia	SI	Band 3	Eastern Europe
Mauntania	MR	Band 4	Middle East	Solomon Islands	SB	Band 5	Weak Asia
Maunius	MU	Band 4	Middle East	Somalia	SO	Band 5	Eastern Europe
Mayotte	YT	Band 4	Middle East	South Africa	ZA	Band 3	Middle East
Mexico	MX	Band 3	North America	Spain	ES	Band 2	Western Europe
Montoo	MC	Band 4	Western Europe	Sri Lanka	LK	Band 4	Weak Asia
Mongolia	MN	Band 5	Weak Asia	Sudan	SD	Band 5	Middle East
Morocco	MA	Band 4	Western Europe	Swaziland	SZ	Band 5	Middle East
Mozambique	MZ	Band 4	Middle East	Sweden	SE	Band 5	Nordics
Myanmar	MM	Band 5	Weak Asia	Switzerland	CH	Band 2	Western Europe
Namiba	NA	Band 4	Middle East	Taiwan	TW	Band 3	Strong Asia
Nauru	NR	Band 5	Weak Asia	Tajikistan	TJ	Band 4	Eastern Europe
Nepal	NP	Band 5	Weak Asia	Tanzania	TZ	Band 4	Weak Asia
Netherlands	NL	Band 2	Western Europe	Thailand	TH	Band 3	Weak Asia
New Caledonia	NC	Band 4	Weak Asia	Togo	TG	Band 5	Weak Asia
New Zealand	NZ	Band 2	Strong Asia	Tokelau	TK	Band 5	Weak Asia
Nicaragua	NI	Band 5	South America	Tonga	TO	Band 5	Weak Asia
Niger	NE	Band 5	Middle East	Trinidad and Tobago	TT	Band 4	South America
Nigeria	NG	Band 4	Middle East	Tunisia	TN	Band 4	Middle East
Niue	NU	Band 5	Weak Asia	Turkey	TR	Band 3	Eastern Europe
Northern Mariana Islands	MP	Band 5	Weak Asia	Turkmenistan	TM	Band 5	Eastern Europe
Turvalu	TV	Band 5	Weak Asia	Vanuatu	VU	Band 5	Weak Asia
Uganda	UG	Band 4	Middle East	Venezuela	VE	Band 4	South America
Ukraina	UA	Band 4	Eastern Europe	Viet Nam	VN	Band 5	Weak Asia
United Arab Emirates	AE	Band 4	Middle East	Virgin Islands British	VG	Band 5	South America
United Kingdom	GB	Band 2	Western Europe	Yemen	YE	Band 5	Middle East
United States	US	Band 1	North America	Zambia	ZM	Band 4	Middle East
Uruguay	UY	Band 4	South America	Zimbabwe	ZW	Band 5	Middle East



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**Appendix 8: Target Rate Card for IP VPN Future Upgrades/MACD Types and Charges**

**MACD Examples and Types**

IPVPN MACD examples (Logical Only)				
MACD Type	Description of change	Complexity	Interval (from receipt of approved order)	Service Charge
Existing Type 1	Enable/Disable LAN Interface (Open/Close port)	low	1 bus day	\$150/Hour
	Change LAN Interface IP address	low	1 bus day	\$150/Hour
	Add/Remove Secondary IP address	low	1 bus day	\$150/Hour
	Add Static/floating static route	low	1 bus day	\$150/Hour
Additional Type 1	Changing Ethernet speed/duplex on the customer LAN side	low	1 bus day	\$150/Hour
	Add/Remove DHCP profile	low	1 bus day	\$150/Hour
	Add/Remove IP Helper address	low	1 bus day	\$150/Hour
Type 2,3 medium complexity	Add/Remove Trunking/VLAN/Subnet	medium	5 bus. Days	\$150/Hour
	Add/Remove/Modify Access-list (Incl Control redistrib./Local pref )	medium	5 bus Days	\$150/Hour
	Enable/Disable or configuring Dynamic Routing Protocol	medium	5 bus Days	\$150/Hour
	Change in Hostname (Device name) *****	medium	5 bus Days	\$150/Hour
	Change of Infovista Source/Destination (target) information	medium	5 bus days	\$150/Hour
	Provide CE router configuration to customer	medium	5 bus Days	\$150/Hour
	Add/Remove Network in IGP/BGP	medium	5 bus. Days	\$150/Hour
Type 2 3 high complexity	Change WAN Interface IP Address	high	5 bus days	Requires CSE estimate of time (NARCS, NAD and IP enabling) at \$150/hour
	HSRP/MHSRP Configuration	high	5 bus days	
	Increase Maximum Route Configuration	high	5 bus Days	
	Add/Remove/Modify Route Maps	high	5 bus days	
Type 2 3 Chargeable features	Apply SNMP read only configuration change	medium	5 bus days	Service Charge associated with the added feature or Flex CE For example, modifying QoS has a \$150 Service Charge
	Extranet Configuration	medium	5 bus Days	
	Add/Change in VRF Configuration	high	5 bus days	
	Add/Modify QOS	high	5 bus days	
	Add/Modify SNA configuration (Flex CE)	high	5 bus days	
	Add/Modify GRE Tunnel (Flex CE)	high	5 bus days	



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**BCE NEXXIA IP VPN SITE(S) SCHEDULE  
 TO BCE NEXXIA IP VPN SERVICE SCHEDULE**

<b>Customer Name</b>
Target Corp

This Site Schedule Agreement is entered between Customer and BCE NEXXIA CORPORATION and is attached to the Service Schedule. All new sites will be added via a Site Schedule. The Initial Service Term of each of the Service Schedules began on March 1, 2012 and will continue until November 15, 2018 (i.e., 60 months after November 15, 2013, the date upon which Customer accepted the last circuit installed under the initial 132 Site commitment).

**TABLE 1: MANAGEMENT LEVEL, BANDWIDTH AND SITE TYPES**

Site Number	Site Address	Country	Site Type	Standard Bandwidth Port Speed (Kbps/Mbps)	Management Level	Monthly Fee
1	18195 Waco Street NW Elk River MN 55330	USA	High Performance	50 MBPS	Net Insight	\$8,190 00
2	18195 Waco Street NW Elk River MN 55330	USA	High Performance	100MBPS	Net Insight	\$12,800 00
3	18195 Waco Street NW Elk River MN 55330	USA	High Performance	150 MBPS	Net Insight	\$14,617 00
4	7100 Target Parkway Target Parkway MN 55445	USA	High Performance	50 MBPS	Net Insight	\$8,614 00
5	7100 Target Parkway Target Parkway MN 55445	USA	High Performance	150 MBPS	Net Insight	\$15,094 00

Table 1 replaces previous site schedules

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

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**TABLE 2: CLASS OF SERVICE OPTIONS**

Site Number	Site Address	Voice Bandwidth Requested	Video Bandwidth Requested	Priority Bandwidth Requested	Bulk Bandwidth Requested	Monthly Fee	Installation Fee
1	18195 Waco Street NW Elk River MN 55330	19 968Mbps	0	0	0		
2	18195 Waco Street NW Elk River MN 55330	9 984Mbps	40Mbps	0	2M		
3	18195 Waco Street NW Elk River MN 55330	59 968Mbps	29 952Mbps	29 952Mbps	2Mbps		
4	7100 Target Parkway Target Parkway MN 55445	19 968Mbps	0	0	0		
5	7100 Target Parkway Target Parkway MN 55445	59 968Mbps	29 952Mbps	29 952Mbps	2Mbps		

There is no Class of Service available on sites delivered using wireless access technology This applies to both primary and secondary accesses No Class of Service SLAs are available at sites delivered using wireless accesses

**TABLE 3: DIVERSITY**

Site Number	Site Address	Diversity (Type)	Load Sharing	Monthly Fee	Installation Fee
0	0	0	0	0	0
0	0	0	0	0	0
0	Total Fees	0	0	0	0

**TABLE 4: OTHER FEATURES**

Site Number	Site Address	Shared Internet Access			Multiple VPNs		Extranets		IP Enabling		Multicasting	
		Bandwidth	Monthly Fee	Installation Fees	Monthly Fee	Installation Fee	Installation Fee	Monthly Fee	One Time Fees	Monthly Fee	One Time Fees	Monthly Fee
0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0
0	Total Fees	0	0	0	0	0	0	0	0	0	0	0

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TABLE 5: OTHER FEATURES CONT.

Site Number	Site Address	Split Tunneling			DHCP Server		Wireless CE Router		Connection to Application		Access only Prioritization	
		Bandwidth	Monthly Fee	Installation Fee	Monthly Fee	Installation Fee	Monthly Fee	Installation Fee	Monthly Fee	Installation Fee	Monthly Fee	Installation Fee
0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0
0	Total Fees	0	0	0	0	0	0	0	0	0	0	0

TABLE 6 Wireless

Site Number	Site Address	Site Type	Management Level	Primary/Secondary Access	CE / CE Link Diversity (only for secondary access)	Monthly Fee	Installation Fee	Site Survey	Complex Installation
								One Time Fee	Installation Fee
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0

\*Access provided via Wireless is usage based. If Wireless is used as a Back-up solution, Customer acknowledges that significant overage fees may be charged hereunder as Wireless maximum usage allowed could be significantly lower than the bandwidth available for Customer principal link. If Wireless is the Primary access, due to limitation on the Data Plan, the customer could incur significant overage charges.

Wireless comes with a data usage plan of 5 Gb for primary and 2 Gb for secondary access. Overage data rate is 0.10\$/Mb

If a BCE Nexxia technician or a BCE Nexxia supplier, determines that the installation of additional wireless equipment is required for the wireless access at the customer location, BCE Nexxia will engage it's supplier to perform the required work, upon receiving approval from the customer. Any wireless equipment, excluding the CE router, installed will be charged to the customer. If Customer does not purchase such equipment, then BCE Nexxia will not be required to provide wireless access.

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Master Agreement # 1-756887870-37  
 Agreement # 1-756887870-56

By signing below, BCE Nexxia and the Customer agree that this Site Schedule is attached to and forms part of the Service Schedule, and is governed by the terms and conditions set forth therein, with effect from the Ready for Use Date of the Customer Site for the duration of the Initial Service Term and any subsequent Service Renewal Term

<b>Target Corp.</b>	<b>BCE NEXXIA CORPORATION</b>
SIGNATURE <i>Jeffrey S Mader</i>	SIGNATURE <i>[Handwritten Signature]</i>
NAME <b>Jeffrey S Mader</b>	NAME <b>Geoff Kereluk</b>
TITLE <b>Vice President Infrastructure &amp; Security</b>	TITLE <b>Vice President - Sales</b>
I am authorized to bind Customer to the terms and conditions of this Site Schedule	I am authorized to bind BCE NEXXIA to the terms and conditions of this Site Schedule
DATE <b>Apr 30, 2014</b>	DATE <i>May 22, 2014</i>



\*%4%4%1-756887870-56%10%\*

27517





IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36,  
AS AMENDED

Court File No. CV-15-10832-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT  
OF TARGET CANADA CO., TARGET CANADA HEALTH CO., TARGET CANADA  
MOBILE GP CO., TARGET CANADA PHARMACY (BC) CORP., TARGET CANADA  
PHARMACY (ONTARIO) CORP., TARGET CANADA PHARMACY CORP., TARGET  
CANADA PHARMACY (SK) CORP. and TARGET CANADA PROPERTY LLC

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**PROCEEDINGS COMMENCED AT TORONTO**

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**AFFIDAVIT OF PATRICIA GREENE**  
(Sworn August 16, 2017)

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Lawyers for Bell Canada and BCE Nexxia Corp.



**IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TARGET CANADA CO., TARGET CANADA HEALTH CO., TARGET CANADA MOBILE GP CO., TARGET CANADA PHARMACY (BC) CORP., TARGET CANADA PHARMACY (ONTARIO) CORP. TARGET CANADA PHARMACY CORP., TARGET CANADA PHARMACY (SK) CORP., AND TARGET CANADA PROPERTY LLC.**

Court File No.: CV-15-10832-00CL

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
Proceeding commenced at Toronto

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**MOTION RECORD**  
**Volume II of II**  
**(Motion for Advice and Directions)**  
**(Returnable September 13, 2017)**

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