

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. ENTIRE AGREEMENT: In the event that the parties do not have an executed agreement in place for the products and services covered by this Purchase Order, this Purchase Order (including its front page and all documents, schedules, drawings and specifications attached hereto or referred to herein, which are incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations, negotiations, agreements and discussions between the parties with respect to such subject matter. Any amendments to this Purchase Order require the Purchaser's prior written approval. The Vendor's quotation, except as it may conflict with these terms and conditions is incorporated into these terms and conditions. Performance by the Vendor under this Purchase Order, including but not limited to shipment of the products, invoicing of the product or acknowledgement of the Purchase Order, will be deemed acceptance of these terms and conditions by the Vendor. In the event that within these terms and conditions the phrase "unless otherwise stated" or words similar in effect are used, the parties acknowledge and agree that the "otherwise stated" terms and conditions shall be found on the front page of the Purchase Order where the quantities and pricing for the products are stated.

2. CHANGES: The Purchaser reserves the right to make changes to this Purchase Order, including but not limited to additions or deletions to the quantity and such variations do not invalidate the Purchase Order. If any change affects the amount due or time of performance, an equitable adjustment for any future products or services to be provided shall be made accordingly herein by mutual agreement of the Vendor and Purchaser.

3. WARRANTIES AND GUARANTEES: The Vendor warrants and guarantees that products or services supplied under this Purchase Order are in compliance with all applicable specifications, are free from defects in material, workmanship and design, in good working order, and meet all industry and legislative standards and requirements. Should there be any conflict, the applicable legislation shall govern. The Vendor warrants that the Vendor has the right to pass title to the product to the Purchaser and that title to the product is passed to the Purchaser upon delivery to the Purchaser's site free of any liens, security interests or any encumbrances. Notwithstanding the foregoing, in the event that the product contains firmware or software, the parties acknowledge and agree that a license to use not title to the software shall be granted to the Purchaser. The Vendor warrants that the Purchaser's use of the product or software shall not result in the misappropriation of, improper use of or infringe upon the intellectual property or other rights of any third party. Should the Purchaser find that the products and services do not comply with the applicable legislation or specifications, such non-compliance shall be considered a fundamental breach of this Purchase Order and the Purchaser may immediately, with written notice, terminate this Purchase Order without compensation to the Vendor. In addition, the Purchaser may return the product to the Vendor and receive a full refund of any amounts paid for such product or costs incurred with respect to products and services.

- (a) The Vendor will, and will cause its Affiliates, Representatives and suppliers engaged in fulfillment of the Vendor's obligations under this Agreement to, perform its obligations under this Agreement at all times in compliance with the Purchaser Supplier Code of Conduct available at the following URL: www.telus.com/suppliercodeofconduct (the "Code").
- (b) In the event of any failure to comply with the aforementioned subsection, the Vendor will promptly (i) notify the Purchaser in writing upon becoming aware of such failure, and (ii) provide to the Purchaser a written plan outlining measures to be taken by the Vendor to remedy such failure (the "Remedial Plan"). Vendor will promptly update the Remedial Plan to incorporate any Purchaser feedback. If the Purchaser agrees, in its sole discretion, to the Remedial Plan, Vendor will promptly implement the Remedial Plan. For clarity, nothing in this subsection will limit the Purchaser's rights under the following subsection.
- (c) The Vendor acknowledges and agrees that any breach of these subsections will constitute a material breach of this Agreement and give Purchaser the right to terminate the Agreement pursuant to Termination provisions.

For purposes of this Agreement, "Affiliate" means any entity controlling, controlled by or under common control with a Party (in each case whether directly or indirectly) where "control" means the ownership of greater than 50% of the equity or beneficial interest of the Party or that entity or the right to vote for or appoint a majority of the board of directors or other governing body of the Party or that entity, and "Representatives" means the directors, officers, employees, contractors, subcontractors and agents of a Party (or of its Affiliates, as the context requires).

4. OWNERSHIP OF DESIGNS AND DRAWINGS: Any drawings, designs and specifications owned by the Vendor or in the possession of the Vendor prior to the issuance of this Purchase Order shall continue to belong to the Vendor. In the event that the Vendor at the specific request of the Purchaser creates any drawings, designs or specifications under this Purchase Order such shall be the property of the Purchaser and the Purchaser will have all proprietary right, title and interest in the said documents. The Vendor waives any moral rights that it has to the documents that the Vendor specifically creates for the Purchaser.

5. CONFIDENTIALITY: All information exchanged between the parties that is of a business, customer, marketing, technical, or scientific nature or information that at the time of its disclosure is designated as confidential, is disclosed in circumstances of confidence or would be understood by reasonable parties to be confidential shall be treated by the parties as confidential. The parties shall ensure that all recipients of such information whether employees, Affiliates, suppliers, agents, contractors or servants of the parties assume similar obligations in respect of the confidential nature of this information.

6. PRICES AND PAYMENT: Prices shall be in Canadian dollars unless otherwise stated. The price invoiced to Purchaser shall not exceed the price quoted. Prices shall include applicable Canadian customs duties and related charges unless this P.O. states otherwise. If any of the products are imported into any other country by vendor, vendor will be responsible for all legal, tax and administrative requirements associated with such importation and the payment of all associated duties, taxes and fees. Prices for the products and services shall exclude applicable taxes.

Payment is due and payable upon satisfactory receipt of the products or services as determined by the Purchaser or upon receipt of an invoice, deemed to be correct by the Purchaser when compared with this Purchase Order, whichever event occurs last. Payment of the invoice is due by the Purchaser ninety (90) days after receipt of an invoice deemed to be correct by the Purchaser, acting reasonably.

7. TAXES: Prices for the products and services shall exclude applicable taxes payable by the Purchaser by operation of law. Unless Purchaser provides Vendor with valid exemption certification, Purchaser will pay, when invoiced by Vendor, national, federal, provincial, state, local, sales, value-added or other similar taxes imposed on the products or services. Each tax to be charged and collected by Vendor will be separately quoted on the P.O. and separately itemized on invoices. The Vendor shall substantiate its entitlement to charge and collect taxes by indicating valid tax registration numbers on its invoices where required by law.

Where the Vendor is not a resident of Canada for purposes of Canadian income tax legislation and applicable treaties, Vendor shall specifically note on each invoice the portion of any services covered by this P.O. that are performed in Canada and outside Canada. The Vendor acknowledges and agrees that Purchaser

shall withhold any amounts required to be withheld by law from the amounts payable for the products and/or services. Purchaser shall remit all such amounts withheld to the appropriate Canadian taxing authority for the benefit of the Vendor.

Where Vendor is not a Canadian Goods & Services Tax registrant, the Vendor will supply the Purchaser with adequate documents including evidence of any GST paid on products by Vendor at the time of import. This documentation will be provided to Purchaser at the time the related invoice is issued to the Purchaser. Purchaser is entitled to delay payment pending receipt of this documentation.

8. INSPECTION: The Purchaser shall have the right to inspect and test the products at any time during manufacture or prior to shipment as well as within a reasonable time after receipt of the product. The Vendor shall allow the Purchaser reasonable access to the place of manufacture for such inspection. The product shall not be deemed accepted until the Purchaser has inspected the product after receipt and tested the product to ensure compliance with the terms and conditions of this Purchase Order. The conducting of such inspection or failure to conduct such inspections, or payment or acceptance of the product shall not limit the Purchaser's right to reject non-conforming products, or avail itself of other remedies available at law.

9. INDEMNITY: The Vendor will indemnify and hold harmless the Purchaser, its Affiliates and their respective Representatives from and against all losses, claims, demands, payments, suits, judgments, costs or expenses of every nature and description arising from, related to, or as a result of the performance or non-performance of the Vendor's, its Affiliates' or its Representatives' pursuant to this Purchase Order. This will include but not be limited to damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof. Should such losses occur because of the Purchaser's negligence or willful misconduct, the Vendor is not so liable.

10. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY: The Vendor will, at its own expense, defend, indemnify and hold harmless Purchaser, its Affiliates and their respective Representatives against and from all third party claims of intellectual property infringement and all liabilities, losses, costs, damages, penalties and expenses (including all legal fees and expenses and court costs on a solicitor and his/her own client basis) which Purchaser, its Affiliates or their respective Representatives may incur or suffer arising from, related to, or as a result of any such claims. The Vendor will be bound by and will pay the amount of any settlement, compromise, determination or judgment reached (regardless of whether or not there is an appeal pending) while the Vendor was conducting the defense of such claims. The Purchaser will notify the Vendor in writing within a reasonable time after the Purchaser first receives written notice of any such claim. If a claim or allegation of intellectual property infringement arises with respect to a product, service or deliverable, the Supplier will promptly, at its expense and at TELUS' option: (a) procure for TELUS the right to continue using the affected product, service or deliverable in accordance with this Agreement; or (b) replace or modify the affected product, service or deliverable with a non-infringing replacement or modification that does not adversely affect the products, services or deliverables or their use by TELUS.

11. INSURANCE

- (a) The Vendor shall carry and maintain insurance in amounts as would be considered reasonable for a Purchase Order of this size and scope and considering the Products and Services provided. TELUS shall have no obligation to ensure that the Vendor's insurance is adequate under this Purchase Order or to advise the Vendor of compliance herewith. Failure of TELUS to specify insurance types and limits does not constitute a waiver of the Vendor's obligations under this Purchase Order and in no event shall the liability of the Vendor be limited by any applicable insurance required according to this Section 11.
- (b) The Vendor shall at its own expense, obtain and maintain in full force and effect, throughout the entire term of this Purchase Order, at a minimum, the following insurance coverage with insurers having an AM Best rating of "A-" or better, or the equivalent:
- Commercial General Liability Insurance in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence and insuring against claims for bodily injury, personal injury, death and property damage including loss of use arising out of the operations of the Vendor under this Purchase Order. Such insurance shall include: Contractual Liability including this Purchase Order, non-owned Auto Liability, Products and Completed Operations and Cross Liability or Severability of Interests clause. This policy shall name TELUS, its officers, directors, employees, servants and agents as additional insureds in respect of the services under this Purchase Order and shall be non-contributory and apply only as primary, and not as excess, to any other insurance available to TELUS.
 - Workers Compensation Insurance in compliance with the laws and other statutory obligations imposed by the jurisdiction in which the Products and/or Services are being provided.
- (c) The Vendor will cause any subcontractors or sub-consultants of Vendor to comply with the insurance requirements described herein.

12. WAIVER: No waiver will be deemed to have been made unless expressed in writing. Failure by either party to insist on the strict performance of any of the provisions of this Purchase Order or to exercise any election or its delay to do so will not be construed as a waiver of such provisions but the same will continue and remain in full force.

13. ASSIGNMENT: Neither party may assign this Purchase Order, or any of its rights, benefits, warranties or obligations hereunder, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld, and any attempt to assign this Purchase Order, in whole or in part, without such prior written consent is void. Notwithstanding the foregoing, the Purchaser may at any time assign this Purchase Order and its rights, benefits, warranties and obligations hereunder, in whole or in part, to an affiliate or to any other entity that acquires all or substantially all of the Purchaser's assets, without the Vendor's consent. For purposes of this Purchase Order an affiliate of the Purchaser shall mean an affiliated body corporate as defined in the *Canada Business Corporations Act*, as well as any partnership or other unincorporated association in which TELUS Corporation or any of its affiliated bodies corporate (as so defined) has a controlling interest. This Purchase Order shall enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

14. PUBLICITY: Neither party will issue any press release or other public announcement or use the name, trade marks, or trade names of the other party or its Affiliates in any advertising or marketing or for other purposes without the express prior written permission of the other party.

15. TERMINATION: Either party may immediately terminate this Purchase Order should the other party be adjudged bankrupt or make a general assignment for the benefit of creditors, or if a receiver is appointed on account of such party's insolvency for any other reasons. This is without prejudice to any other right or remedy that the terminating party may have.

16. SURVIVABILITY: Notwithstanding termination or expiration of this Purchase Order, the following provisions will survive such termination or expiration: Warranties and Guarantees, Ownership of Designs and Drawings, Confidentiality, Taxes, Indemnity, Intellectual Property Infringement Indemnity, Insurance, Survivability and Governing Laws.

17. SEVERABILITY: If any provision of this Purchase Order is determined to be invalid or unenforceable in whole or in part such invalidity or unenforceability attaches only to such provisions and everything else in this Purchase Order, continues in full force and effect.

18. GOVERNING LAWS: This Purchase Order shall be governed by and construed in accordance with the laws of the Province of British Columbia, unless otherwise stated, and the applicable federal laws of Canada and the parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia unless otherwise stated.