

COMMUNICATION SERVICES AGREEMENT SERVICE TERMS

The following Service Terms, which consist of Part A General Terms and Part B Service Specific Terms, are linked to, and form part of, your Communications Services Agreement with us (this “agreement”). If there is any conflict or inconsistency between these Service Terms and the Service Terms Summary section of this agreement, these Service Terms will take precedence.

A. General Terms

1. Limit on Liability

The service performance commitment that applies to a service, if any, is your only remedy for any problem with a service. We do not guarantee timely, secure, error-free or uninterrupted services. To the extent permitted by law, legal warranties and conditions (implied or statutory) do not apply to the services.

Our entire liability for one or more claims by you arising from or related to this agreement is limited to damages proven to result directly from the matter giving rise to the claim, up to a maximum amount equal to the service charges paid in the 12 months before the first event that resulted in a claim.

We will not be liable to you for any loss of profits, business, goodwill, reputation or data relating to this agreement, the services or any failure of or problem with the services. This limit applies even if we are aware that such losses are possible.

The limitations and exclusions in this section apply to all claims, in total, made against us and our affiliates, whether a claim is made in contract, tort (including negligence), statute or otherwise.

2. Service Period

We agree to provide you with each service for the service period listed in the table in the Services & Charges Summary section of this agreement. The service period begins once the service is installed at your first service location. If you are renewing a service and the service is already installed when you sign this agreement the service period begins from signing.

The monthly charge listed in the Services & Charges Summary section of this agreement for a service at a service location will not change during the service period. After the service period ends, we will continue to provide the service from month to month for the monthly charges listed in the Services & Charges Summary section until:

- either you or us cancels or changes the service,
- we change the charges by giving you notice at least one month in advance, or
- you sign a new agreement with us.

This agreement remains in effect for as long as we continue to provide any of the services to you. We may cancel a service at any time by giving advance notice to you if we are turning down the service for all of our customers.

If you are a small business under *Broadcasting and Telecom Regulatory Policy CRTC 2014-576*:

- you may cancel some or all of the services or this agreement by giving notice to us,
- cancellation of a service will be effective when we receive the notice or, if the service requires disconnection and porting to another service provider, on disconnection, and
- service cancellation charges may apply.

3. Charges and Payment

The charges for the services are called the “service charges”, and include all charges in the Services & Charges Summary section of this agreement together with any standard charges. Your service charges are comprised of one or more of the following:

One Time Charge	This charge applies once for items such as construction, installation, overage or additional labour.
Monthly Fixed Charge	This charge applies each month and will not change during the service period.
Monthly Variable Charge	This charge applies each month but may change each month depending on quantity, your usage or other reasons.

Standard Charge

This charge applies to optional service features and is the same for all of our business customers using the same service feature. We may change a standard charge at any time. You may contact TELUS Customer Care for further information about our standard charges.

Service charges also include any other applicable charges, including late payment charges, government charges that we are required to bill and collect by law and service cancellation charges.

We will bill you each month for the service charges and applicable taxes commencing on the start of the service period. You agree to pay all service charges and applicable taxes billed to you without any deductions or set-offs. You must pay all amounts billed to you by the due date shown on the bill otherwise you are required to pay late payment charges calculated at 2.0% per month (compounded to 26.82% per year). We may restrict, suspend or cancel any services if you fail to pay any amount due but only after giving you at least 10 days' advance notice at your billing address. If we cancel a service because of your non-payment you must also pay the service cancellation charges.

4. Use

You are responsible for use of the services by anyone through your devices or systems or by anyone that you allow to use the services. Anyone using a service must use it as required by this agreement. The services are designed for the business use of you and your employees and unless you have our advance written consent you must not resell the services or charge any fees, directly or indirectly, for using the service. Also, you must not:

- (a) use the service in a way designed to avoid payment of service charges,
- (b) use the service in a way that interferes with the use of our network by other persons,
- (c) change or interfere with the services or the equipment we use to provide the services, or
- (d) use the services unlawfully.

In addition, in using the services you agree to comply, and to ensure your users comply, with our Acceptable Use Policy and IP address policy, published at www.telus.com/aup ("AUP"). We may change the AUP at any time and you agree that us publishing the amended AUP at the above location shall be sufficient notice of the changes to you.

We may immediately restrict, suspend or cancel a service where misused, which includes your failure to comply with this section. If we cancel a service you must also pay the service cancellation charges.

5. Readiness Requirements

In order for us to successfully install the services you must prepare each service location and take the other readiness steps described in this section. A delay by you in completing these readiness steps may delay the installation of the service.

Authorizations. For us to make arrangements with your previous service provider or other service providers we may require you to provide us with signed authorizations or consents.

Access to Service Location. Where a service location is at your site you must provide us with safe and reasonable access to the service location so that we can install and maintain the service and any equipment, software and communications connections that we use to provide the service to you.

You are responsible for:

- (a) meeting any requirements of the landlord, building owner or manager or any other person at the service location necessary for us to install and maintain the service,
- (b) obtaining any rights or consents and paying any fees required by any of these persons relating to the installation or maintenance of the service, and
- (c) arranging for conduit and power installation, design submissions and installation approvals.

Equipment and Network Provided by You. You are responsible for providing, installing and maintaining compatible equipment, cabling and connections that connect to the service connection or that you use with the service.

Equipment Provided by Us. We may need to install equipment at the service location. When the service location is at your site you are responsible to take reasonable care of this equipment.

6. Changes

At any time you may ask us to move a service, add a service to an existing service location or a new service location, remove a service or make other changes. To move a service you may be required to pay additional one-time and monthly service charges at the new service location. To add a service you will be required to pay additional one-time and monthly service charges. To make other changes you may be required to pay additional one-time or monthly service charges, or both.

To remove a service before the end of the service period, including in connection with moving a service, you will be required to pay service cancellation charges. Details of these service cancellation charges are set out in Part B of these Service Terms. You agree that the service cancellation charges are a genuine estimate of the damages that we may sustain because you cancelled the service before the end of the service period and are not a penalty.

You can request a change by contacting the telephone number on your bill. We will not make any changes or charge you additional service charges until you have agreed to the change in writing.

7. Confidentiality

All information that we keep about you and your service, other than your name, address and listed telephone number, is confidential. Unless you provide your express consent or unless disclosure is required under the law, your information will not be disclosed by us to anyone other than:

- you or a person who, in the reasonable judgement of us, is seeking the information as your agent,
- another telecommunications company, but only if the information is used to establish or to efficiently provide telecommunications service, if the disclosure is made on a confidential basis, and if the information is used solely for that purpose,
- an affiliate involved in supplying you with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information used only for that purpose,
- a directory or listing service company for the purpose of listing your name, address and phone number if you consent and if that company agrees to use the information only for that purpose,
- an agent used by us to evaluate your credit or collect outstanding balances owed to us by you, if the agent requires the information and agrees to use the information only for that purpose,
- a public authority or its agent if we reasonably believe that there is imminent danger to life or property that could be avoided or minimized by disclosure of the information, and
- a law enforcement agency if we reasonably believe that you or anyone using your device is engaged in fraudulent or unlawful activities against us.

By "express consent" we mean:

- written consent,
- oral confirmation verified by a person independent from us or you,
- electronic confirmation through the use of a toll-free number,
- electronic confirmation via the Internet,
- oral consent, where an audio recording of the consent is retained by us, or
- consent through other methods, as long as an objective documented record of your consent is created by you or by a person independent from us or you.

By signing this agreement you are giving us your written consent that we may also disclose information about you or your service to:

- our service providers and our affiliates' service providers if the information is required to provide the service to you and disclosure is made on a confidential basis with the information used only for that purpose, and
- our affiliates and their credit agencies to evaluate your credit or collect outstanding balances owed to us or an affiliate.

8. Additional Terms

Assignment of Agreement. You must not assign this agreement without our prior written consent, including any assignment as part of the sale of your business.

Notices. If you are required to give a notice to us under this agreement you must give the notice by telephone to the number shown on your bill. If we are required to give a notice to you under this agreement we must give the notice to you in writing to your billing address.

Affiliates. For the purposes of this agreement a TELUS affiliate is an entity that controls us, that is controlled by us or that is controlled by the same parent entity as TELUS. "Control" means majority ownership of the equity or beneficial interest in an entity or the right to vote for or appoint the majority of an entity's governing body, such as a board of directors.

Claims. Any claim that you have against us, or that we have against you, relating to the services or this agreement must be referred to private and confidential mediation and, if the claim is not resolved, arbitration. You also waive any right to start or participate in any class action against us relating to the services or this agreement. Mediation and arbitration, if necessary, will take place before a single mediator and a single arbitrator under the rules of the ADR Institute of Canada. This paragraph does not apply to collection of any amounts that you may owe to us or to your rights to make a complaint to any administrative authority that has jurisdiction over us or the services.

Confidential Agreement. This agreement is confidential. You must not disclose any part of this agreement except with the prior written consent of us or when required by law or any order of a court or other lawful authority.

Counterparts. This agreement may be executed in any number of counterparts which may be exchanged by electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

Force Majeure. We are not responsible for the performance of, and will not be in default of, any obligation or provision of this agreement if delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, law, order of a court or other lawful authority, acts of civil or military authorities, terrorism, accidents, fires, epidemics, natural disasters or other catastrophes or events beyond our reasonable control.

B. Service Specific Terms - TELUS Workplace as a Service Basic

The terms in this section apply to TELUS Workplace as a Service Basic.

1.0 General Description

TELUS Workplace as a Service Basic is a service which bundles networking, security, local area network and Wi-Fi with unified communications services into a single integrated package. These services are supported by us and provided to your service location(s) on a high-speed Internet access.

1.1 Service Types and Features

Service Plans

TELUS Workplace as a Service Basic is available in the following service plans:

Service Plan	Maximum Bandwidth (Mbps)
TELUS Workplace as a Service Basic 75	75
TELUS Workplace as a Service Basic 150	150
TELUS Workplace as a Service Basic 300	300
TELUS Workplace as a Service Basic 1Gb	940

Standard Service Elements and Features Summary

The following standard service elements and features, as selected by you, are available as part of TELUS Workplace as a Service Basic. Further detail on these service elements and features is provided below.

Service Elements and Features	Description
High Speed Internet Access (HSIA)	An unmanaged broadband access service which provides connection to the Internet from your service location.
Dedicated Office Internet (DOI)	An unmanaged Internet access which connects your service location to the Internet using a modem installed at your service location.
Business Wi-Fi	A service which provides high speed Wi-Fi access for your employees and guests. The Wi-Fi access point devices may be accessed remotely. One access point is included with the service enabling you to have up to 2 public or private Wi-Fi networks configured for a medium density environment.
Service Desk	Service support via a 24x7x365 bilingual (French and English) service desk.
White Glove Installation	On-site installation services provided by a qualified TELUS technician, including installing inside wiring from the HSIA router to the Wi-Fi access point device.
Online Portal	A customer portal which enables you to configure and view service availability and network performance reports. The portal also allows read access to the TELUS cloud dashboard which enables you to perform real time service monitoring & reporting.

The table in the Service & Charges Summary section of this agreement sets out the service plan and standard service elements and features selected by you.

**Standard Service Elements
and Features Details**

Internet Access - We provide TELUS Workplace as a Service Basic over a TELUS High Speed Internet Access or over Dedicated Office Internet

High Speed Internet Access is an unmanaged access which connects your service to the Internet using a modem installed at your premises. HSIA is available in the following tiers:

TELUS Workplace as a Service Basic 75

Tier	Maximum Speed (Mbps)
HSIA 25	Download 25 Upload 5
HSIA 50	Download 50 Upload 10
HSIA 75	Download 75 Upload 15
HSIA Fibre 75	Download 75 Upload 75

TELUS Workplace as a Service Basic 150

Tier	Maximum Speed (Mbps)
HSIA 100	Download 100 Upload 20
HSIA 150	Download 150 Upload 25
HSIA Fibre 150	Download 150 Upload 150

TELUS Workplace as a Service Basic 300

Tier	Maximum Speed (Mbps)
HSIA Fibre 300	Download 300 Upload 300

TELUS Workplace as a Service Basic 1Gb

Tier	Maximum Speed (Mbps)
HSIA Fibre 750	Download 750 Upload 750
HSIA Fibre 1Gb	Download 940 Upload 940

The actual speed of your HSIA access may vary depending on technology used, server configurations, network congestion, usage of services (including number of users) and other factors. We provide no assurance that you will reach the maximum speed of the selected tier.

Dedicated Office Internet is an unmanaged Internet access which connects your service location to the Internet using a modem installed at your service location.

DOI is available in the following tiers:

Tier	Maximum Bandwidth (Mbps)
DOI 100	100 Mbps
DOI 200	200 Mbps

Optional Features

The following optional features are available for TELUS Workplace as a Service Basic for an additional charge. Please see the table in the Service & Charges Summary section of this agreement for applicable rates.

Feature	Description
Unified Collaboration	<p>Business Connect™ is a unified Voice over Internet Protocol (VoIP) communication service which enables you to manage calls, collaborate across service locations and use audio/video conferencing tools.</p> <p>Business Connect™ is available in following tiers:</p> <ol style="list-style-type: none"> 1. Business Connect™ Enhanced 2. Business Connect™ Complete 3. Business Connect™ Complete Plus <p>We provide Business Connect™ on a per user basis, with each user receiving a license to use one VoIP phone line. If you will have multiple users of the service on your account you will need to purchase a separate VoIP phone line for each user.</p>
Additional Business Connect™ Users	You may add additional users at a service location.
Additional Business Wi-Fi Access Point	You may add up to one additional Wi-Fi access point at a service location.
TELUS Office Internet Security Essentials with LTE Backup	<p>You may add a firewall which is remotely deployed and provisioned and provided using a TELUS Office Internet Security Essentials device, The device has embedded wireless LTE backup. If your Internet access connection fails the device will failover to TELUS' wireless LTE network.</p> <p>The wireless backup will not work in any area where there is no TELUS LTE coverage. The performance of the wireless backup is dependent on proximity to TELUS mobility infrastructure. There is no guarantee of throughput or availability of the wireless backup. The wireless backup is intended only for providing backup for the TELUS Office Internet Security Essentials service. Any other use of the wireless backup will result in additional charges, including but not limited to, data usage charges.</p>

	We advise that there is a potential for the device to reboot when it is operating on wireless backup and a TELUS Cellular service is performing an update. The reboot lasts for a few minutes and traffic resumes automatically.
Managed Local Area Network (LAN)	You may order managed LAN switches installed at your service location which enable you to create a local area network.

1.2 Responsibilities

The following table sets out our respective responsibilities related to TELUS Workplace as a Service Basic:

Item	Description	Your Responsibility	Our Responsibility
Customer Point of Contact	Designate and maintain a point of contact for: 1) providing service related communications, 2) providing or obtaining the accesses required for us to install and maintain the service, and 3) communicating on the status of trouble ticket events and any systemic problems for first level trouble shooting and problem diagnosis.	Yes	
Site Installation Preparation	Prepare the service location(s) in accordance with our instructions and specifications.	Yes	
End-User IDs and Passwords	Distribute and maintain end-user IDs and passwords assigned to your account and notify us in a timely manner of any new end-user and any end-user who ceases to be an authorized user.	Yes	
Configuration File Backup	Maintain a back-up copy of data stored on any device other than the configuration file that is created by us at the time of installation.	Yes	
IP Address and Routing Standards	Where applicable, maintain your LAN in accordance with TELUS IP address and routing standards.	Yes	

TELUS Provided Connectivity and Devices	Provide and configure TELUS network connectivity, Wi-Fi access points and where applicable LAN switches and security appliances with the default configuration.		Yes
Wi-Fi Access Point Wiring	Inside wiring for included Wi-Fi access point		Yes

1.3 Services Infrastructure

Network Maintenance

From time-to-time we will conduct maintenance activities to maintain the performance and reliability of your network connection(s). We will inform you of such maintenance activities via e-mail notification to the e-mail address you provided us at the time of installing the services.

Replacement of TELUS Provided Devices

Should a Wi-Fi or where applicable LAN device provided by us at your service location malfunction or cease working we will replace the device at no cost within one business day of being notified where overnight courier is available.

For any other TELUS Workplace as a Service Basic device provided by us at your service location, should such equipment malfunction or cease working we will replace it at no cost on a commercially reasonable efforts basis.

Infrastructure & Inside Wiring

If we determine in our discretion that:

- (a) the necessary infrastructure is not available at a particular service location or you do not agree to pay for unforeseen costs to complete the installation of the necessary infrastructure at a particular service location, we may cancel the service at that service location; and
- (b) the cost or complexity of installing inside wiring at a particular service location is excessive, you will be responsible for installing the necessary inside wiring and if you choose not to do so, we may cancel the service at that service location.

Where we have cancelled the service at a service location you will not be required to pay the service cancellation charge. We will return any installation fees for the service location which you have already paid.

1.4 Charges

We charge on a per user basis for the Unified Collaboration component of TELUS Workplace as a Service Basic and on a per service location or per use basis for the other components of TELUS Workplace as a Service Basic.

Charges associated with the installation of Unified Collaboration are included in the monthly rates. Additional charges are applicable for installation of HSIA, DOI and Business Wi-Fi. These charges are set out on the Service & Summary Charges section of this agreement.

1.5 Security

Where you have subscribed for Internet Security, we will provide and configure a built-in transmission control protocol (TCP) firewall. You are responsible for all other security elements of your network, including implementing your own security policies and obtaining any other security services necessary to protect your network.

1.6 Changes

Notwithstanding Section 6 of Part A of this agreement (Changes):

- (a) you may not upgrade or change your TELUS Workplace as a Service Basic access prior to 3 months from the date of installation of the access, and
- (b) if you wish to remove or cancel an individual component of TELUS Workplace as a Service Basic other than in connection with an upgrade of the service you must cancel TELUS Workplace as a Service Basic in its entirety.

1.7 Cancellation Charges

When TELUS Workplace as a Service Basic is cancelled prior to the expiry of the service period, we calculate the service cancellation charge using the table below, based on the service period you selected. The service cancellation charge is a percentage of the total fixed monthly charges remaining in the service period after cancellation:

Contracted Service Period (months)	% of Fixed Monthly Charges for Remaining Service Period
0 – 24	100%
25 – 60	50%

We may, at our discretion, waive the service cancellation charge if you replace the cancelled service with another service offered by us where the value of the replacement service is greater than the value of the cancelled service(s).