

# TELUS Business Apps

## Description, Pricing & Service Terms

### Licensed Apps and Services

#### Google G Suite

G Suite is a suite of cloud based office productivity applications and services offered by Google and made available by TELUS to customers on a subscription basis. For more information on G Suite applications and services, please visit: [https://www.google.com/apps/intl/en/terms/user\\_features.html](https://www.google.com/apps/intl/en/terms/user_features.html).

#### G Suite Install & Setup

Through a G Suite Deployment Advisor, we will help you set up your G Suite service in order for you to take advantage of the features and functionalities available to you and your organization. G Suite Setup & Support includes:

##### Onboarding / Planning:

- A deployment advisor will help develop a customized strategy for deploying G Suite to your organization.
- Guided support for order completion and onboarding to the Business Apps portal, Domain Verification, Mail Routing, Data Migration, User Creation, and MX record configuration.

##### Deployment:

- Guided support for all major aspects of the service, including Gmail, Calendar, Contacts, Offline Gmail for Chrome users, etc.
- Review solutions that leverage G Suite tools like Docs, Sheets, Hangouts, Sites, Drive, etc.

##### Transformation:

- Review new and improved ways of doing business with G Suite, including: syncing mobile phones, set up calendar resources, additional security features, using Drive and Vault, etc.

*Note: The Deployment Advisor will not touch the customer's environment but will serve as a consultant throughout the process.*

## AppHelp G Suite Email Migration

Designated expert will take out all complexities and issues with email migration from start to finish. The AppHelp G Suite Email Migration service includes:

- Setup of G Suite business email accounts, migrating domains and moving mail from a customer's legacy email environment
- Pre-migration planning to confirm checklist details and define migration needs
- Migration of mailboxes
- Domain change management
- Perform post-migration testing and confirm migration success with POC
- Administrator tutorials
- Seamless and zero downtime migration
- Remote training session of the G Suite Admin Centre with a Google technician
- In-depth reference materials to help you continue your G Suite journey

## Microsoft 365

Microsoft 365 is a suite of cloud based office productivity applications and services offered by Microsoft and made available by TELUS to customers on a subscription basis. Services include Teams collaboration software, Exchange Online hosted email for business, and online storage with OneDrive for Business. For more information on Microsoft 365 applications and services please visit <https://products.office.com/en-ca/business/microsoft-office-365-frequently-asked-questions>.

## AppHelp Office 365 Install & Setup:

Get expert assistance to setup and use your new productivity suite – Office 365. The AppHelp Office 365 Install & Setup includes:

- Install, activate and configure a customer's suite of Office 365 applications
- Installation of desktop applications
- Configuration of Office 365 applications
- Provide navigation of the Office 365 online portal
- Quick tips on key Office 365 apps
- Mobile installation guide
- In-depth reference materials to help you continue your Office 365 journey

## AppHelp Office 365 Email Migration:

Designated expert will take out all complexities and issues with email migration from start to finish. The AppHelp Office 365 Email Migration service includes:

- Setup of an Office 365 tenant, migrating domains and moving mail from a customer's legacy email environment
- Pre-migration planning
- Migration of mailboxes
- Domain change management
- Seamless and zero downtime migration
- In-depth reference materials to help you continue your O365 journey

## Business Apps Concierge Service:

The Business Apps Concierge Service is available in English and French, and it provides:

- Onboarding service for every new customer account
- License activation and basic management within the Microsoft 365 or G Suite tenant
- Ongoing support for user license moves, additions, changes or deletions
- Tier 1 and Tier 2 troubleshooting support by phone (24x7), email & chat
- Tier 3 incident and escalation management with Microsoft or Google
- Self-serve capabilities via the TELUS Business Apps portal

## Pricing

TELUS Business Apps	Business Apps Pricing <sup>1</sup> (1 year term)
G Suite Business	\$15.60 user / month
G Suite Basic	\$7.80 user / month
G Suite Enterprise	\$34.00 user / month
Microsoft 365 Business Standard	\$16.00 user / month
Microsoft 365 Business Basic	\$6.40 user / month
Office 365 Enterprise E1	\$10.20 user / month
Office 365 Enterprise E3	\$26.60 user / month

1. An additional monthly Business Apps Service Fee of \$5.00 per license shall be included in your monthly invoice. This service fee covers the Business Apps Concierge Service described above.

Additional Service Offerings	One-time fee to TELUS Business Apps
AppHelp Office 365 Install & Setup <sup>2</sup>	\$50 / account
AppHelp Office 365 Email Migration <sup>2,3</sup>	\$100 / user
G Suite Setup & Support <sup>2</sup>	\$50 / account
AppHelp G Suite Email Migration <sup>2,3</sup>	\$100 / user

2. This product must be used within 3 months of purchase.
3. Minimum purchase of 4 mailboxes.

# Customer Service Agreement

## TELUS Business Apps

### Agreement Terms

#### What is this Agreement?

This Agreement describes your TELUS Business Apps service including terms related to licensing, warranties, billing and service cancellation. As part of our commitment to putting customers first, we want to make sure that we are clear and transparent in helping you understand what we provide. By using TELUS Business Apps, you agree to the terms outlined below.

As you read through this Agreement, please note that:

- “I”, “me”, “your” and “you” refers to the TELUS customer who is the account owner
- “We”, “us” and “our” refers to TELUS Communications Inc.
- “Licensed Apps” means the business productivity applications described above which you have selected and which form part of TELUS Business Apps
- “Service Period” means the term commitment you have selected for the Licensed Apps through the TELUS Business Apps Portal
- “Services” means the services related to the Licensed Apps which you have selected that we or our supplier provides as part of TELUS Business Apps
- “this Agreement” means this Customer Service Agreement along with any other TELUS on-line terms relating to the Licensed Apps or Services
- “TELUS Business Apps Portal” means the on-line portal located at <https://businessapps.telus.com/home>

#### What if I am an existing TELUS Business Apps customer under a CSA?

If we are already providing you TELUS Business Apps under a Wireless Customer Service Agreement or a Business Connect Customer Service Agreement or (either agreement being called a “CSA”) and you are ordering additional quantities of Licensed Apps for your account, then the additional quantities ordered will be governed by the terms of your CSA and this Agreement does not apply.

## **Can TELUS change the terms of this Agreement?**

Yes, we have the right to change any of the terms of this Agreement, except for the pricing for those subscriptions of Licensed Apps which you have purchased prior to the effective date of the change, which we will not change during the remainder of the Service Period without your consent. Before we make any changes, other than changes to the pricing for Licensed Apps, we will give you at least thirty (30) days' written notice, by bill message or email. We will provide notice of changes to the pricing for Licensed Apps or Services by posting the new pricing at [www.telus.com/busappservicetermspricingGSuite](http://www.telus.com/busappservicetermspricingGSuite) for G Suite and [www.telus.com/busappservicetermspricingO365](http://www.telus.com/busappservicetermspricingO365) for Microsoft 365 as well as by a bill message, email or a communication posted on the TELUS Business Apps Portal.

## **Can I transfer this Agreement to someone else?**

If you want to transfer this Agreement you need our approval in advance. You will remain responsible for your use of TELUS Business Apps until the transfer is completed.

## **Who is responsible for complying with these terms?**

You, together with all persons using the service through your account are responsible for complying with this Agreement.

## **Can any of these terms be void?**

It is possible for one or more of the terms of this Agreement to be or become void, prohibited or unenforceable, for example as a result of a new interpretation of the law. In such a case, the particular term(s) will not apply, but the remaining terms will continue to be binding on both you and us.

## **Who is responsible if someone else uses my account?**

You are responsible for your TELUS Business Apps account and for the activities of anyone who uses the account. To prevent unauthorized use, you must maintain the confidentiality of the login names, passwords and other identification methods that you use to access your account.

If any person makes a claim against us or our affiliates in connection with your use of TELUS Business Apps you will indemnify us and our affiliates against any loss or expense that we may incur, including any judgment made against us or our affiliates.

## Services

### Does TELUS Business Apps come with a service level agreement?

Yes. Particulars of the service level agreement for the Google Licensed Apps are set out in the Google Terms of Service (TOS) located at [https://gsuite.google.com/terms/2013/1/premier\\_terms.html](https://gsuite.google.com/terms/2013/1/premier_terms.html).

Particulars of the service level agreement for the Microsoft Licensed Apps are set out in the Microsoft Customer Agreement located at <https://www.microsoft.com/licensing/docs/customeragreement>.

In order to be eligible to receive a service credit under the service level agreement you must request the service credit from us within thirty (30) days from the date of the event giving rise to the service credit.

### What limits apply to my use of TELUS Business Apps?

You can only use TELUS Business Apps for your own individual use and the use of the organization you represent. You also agree to:

- use TELUS Business Apps in compliance with applicable laws
- not resell the Licensed Apps or Services or receive any fee or benefit for the use of, or access to, the Licensed Apps or Services by a third party
- not attempt to reverse engineer the Licensed Apps or any component or create a substitute or similar service through use of, or access to, the Licensed Apps and Services

### Do I need to back up my data?

Absolutely. Data created through the use of TELUS Business Apps could become corrupted or lost. We provide no assurances that corrupted or lost data may be able to be restored and are not responsible for recovering or restoring lost or corrupted data.

### Do I need to protect my devices and IT environment?

Yes. TELUS Business Apps does not incorporate anti-virus protection and we strongly recommend that you have anti-virus software and other IT protection in place. We provide no assurances relating to, and are not responsible for, the detection or prevention of viruses or the effect that viruses may have on your hardware, software or facilities.

## **Can there be changes to the Licensed Apps?**

Yes. Our suppliers reserve the right to modify or release a new version of a Licensed App or to add or remove features or functionality from a Licensed App at any time and for any reason during the Service Period. Upon the rollout by our supplier of a new version, the previous version of the Licensed App will cease to be available

## **What happens if TELUS Business Apps is alleged to infringe intellectual property rights?**

If we or our supplier reasonably believe that a Licensed App or Service may infringe a third party's intellectual property rights, then we or our supplier will: (a) obtain the right for you, at our or our supplier's expense, to continue using the Licensed App or Service; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Licensed App or Service so it no longer infringes. If we or our supplier do not believe the foregoing options are commercially reasonable, then we may suspend or terminate your use of the Licensed App or Service.

## **Who do I contact for support?**

For support related to TELUS Business Apps please contact us at 1-833-287-2777 and follow the prompts for TELUS Business Apps.

## **Devices**

### **Does TELUS provide devices to access and use TELUS Business Apps?**

No. You are responsible for providing the devices required to access and use TELUS Business Apps and insuring such devices and related device software are compatible with the applicable Licensed Apps.

## **Billing**

### **What is included on my monthly bill?**

Your monthly bill will include the license fees for the Licensed Apps, a Business Apps service fee, and the fees for any other Services you have ordered. Your monthly bill will also include all government charges and applicable taxes related to the Licensed Apps and Services.



## What if I don't pay my bill in time?

If your payment is not received by the date indicated on your bill, a late payment charge will apply. Late payment charges are two percent per month (26.82% per year) on your total unpaid amount.

## How are Services charged?

Services comprising TELUS Business Apps are charged on a pay-per-use basis. Current rates at the time the Services are delivered will apply. For a list of current Services and rates, please visit [www.telus.com/busappservicetermspricingGSuite](http://www.telus.com/busappservicetermspricingGSuite) for G Suite and [www.telus.com/busappservicetermspricingO365](http://www.telus.com/busappservicetermspricingO365) for Microsoft 365.

## How will I be invoiced?

Fees and charges for TELUS Business Apps will be identified as a separate line item in your monthly bill for your wireless services or Business Connect services, as applicable.

# Warranties

## Are there any warranties for TELUS Business Apps?

We do not guarantee timely, secure, error-free or uninterrupted service and do not warranty the performance of TELUS Business Apps or that TELUS Business Apps will provide any specific functionality or is compatible with any particular device or software. Without limiting the generality of the foregoing, services or software may be interrupted or fail for any number of reasons, including unavailability of the hosting platform or software error. We do not guarantee uninterrupted service or software availability. To the extent permitted by law, legal warranties and conditions (implied or statutory) do not apply to TELUS Business Apps.

## What limitation apply to any claims in relation to TELUS Business Apps?

Neither you nor us will be liable to the other for loss of profits or business, failure to realize expected savings, loss of or damage to data, loss of goodwill or reputation, or any consequential or indirect damages, arising from or relating to TELUS Business Apps. This exclusion applies even if the suffering party could reasonably foresee or has been advised of the possibility of such losses, failure, or damages.

This exclusion does not apply to a party's responsibility for Third Party Liabilities.

The aggregate liability of us and our affiliates to you arising from or relating to TELUS Business Apps is limited to an amount equal to the total charges paid by you for the Licensed Apps and Services during the one-year period immediately preceding the first event that resulted in a claim by you against us or our affiliates arising from or relating to TELUS Business Apps.

“Third Party Liabilities” means all loss and liability incurred by us or our affiliates resulting from any claim made against us or our affiliates in connection with your equipment, software, data or services, or in connection with any access or use of TELUS Business Apps by you or any other person, including use that breaches this Agreement, through your device, software or services or using any of your credentials or permissions necessary to access or use TELUS Business Apps, even if the person or the use is not authorized by you.

## Your Privacy

### How does TELUS protect my privacy?

Your privacy is important to us. We have a long-standing policy of protecting the privacy of our customers in all of our business operations. The TELUS Privacy Commitment sets out the principles that govern the collection, use and disclosure of our customers' personal information and reflects our continuing commitment to protecting their privacy.

All information that we keep with respect to you and TELUS Business Apps, other than your name and address, is confidential. Unless you provide your express consent or unless disclosure is required under the law, your information may 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
- 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 an independent third party
- 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
- Consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party.

Without limiting the ability of us to disclose personal information for other purposes set out in the TELUS Privacy Commitment, you consent to the disclosure by us to our suppliers of: (1) personal information forming part of your TELUS Business Apps account information in connection with the marketing, ordering and delivery of the Licensed Apps and Services and the establishment of user accounts with our suppliers, and (2) your personal information or that of the users on your account for other purposes described in this Agreement. We advise that our suppliers may be located outside of Canada and that personal information provided or collected in connection with TELUS Business Apps may be stored or accessed outside of Canada.

For complete details about our legal obligations and liabilities with respect to your privacy, please refer to the TELUS Privacy Commitment available at [telus.com/privacy](https://telus.com/privacy).

Our liability for disclosure of information contrary to this Agreement is not limited by the limitation of liability set out above. You may inspect any of our records related to the provision of TELUS Business Apps, provided that you pay our related extraordinary costs. You may request that your name and address not be included on any list provided to any other person or used by us.

## Ending Services

### **Is TELUS Business Apps automatically cancelled when the Service Period ends?**

No. TELUS Business Apps will automatically renew all your subscriptions for another Service Period of equal duration to the current Service Period unless you notify us that you wish to cancel your subscriptions. The terms and conditions of this Agreement, including all rates and charges, will apply to the current Service Period or to the equal duration to the current Service Period. Either party may cancel the Service Period service on sixty (60) days' prior notice to the other party. We may change the rates and charges on a subscription in accordance with the terms above under the heading Agreement Terms.

### **What happens when my wireless service or Business Connect service ends?**

Although TELUS Business Apps is a separate service from your wireless service or Business Connect service, you must maintain a wireless or Business Connect account with us in order to be eligible to receive TELUS Business Apps. TELUS Business Apps will automatically terminate as of the last day of the billing period in which your wireless services or Business Connect services expire or are cancelled.

### **Can I cancel at any time?**

Yes. You may cancel at any time by providing us with sixty (60) days' prior written notice. Please see the section below for how fees for the Licensed Apps are handled when you cancel.

### **Can TELUS cancel before the end of the Service Period?**

Yes, in limited circumstances. We may suspend or cancel TELUS Business Apps if you have not complied with the terms of this Agreement or with any other service agreement you have with us (or if we reasonably believe that non-compliance may occur), or if the supplier of the Licensed Apps you have ordered suspends or terminates your access to or use of the Licensed Apps pursuant to supplier's terms of service, service agreement or otherwise. While your services are suspended, you continue to be responsible for all regularly recurring charges. You may also be charged a reconnection fee to reinstate a suspended service.

## **What charges am I responsible for when TELUS Business Apps ends?**

There are no termination charges associated with cancellation of TELUS Business Apps. However, in addition to your obligation to pay for services delivered prior to the date the service ends, if you have contracted for a Service Period other than monthly and there is still a portion of the Service Period remaining at the time of cancellation: 1) if you are paying a monthly fee for a Licensed App you will be obligated to pay the fee for each remaining month until the end of the Service Period; or 2) if you have prepaid the fee for a Licensed App for the Service Period, you will not be entitled to a refund of any of the fee paid.

## **What happens to my data when TELUS Business Apps ends?**

You will have five (5) days from the date TELUS Business Apps ends to transfer the data to your environment. After such period we and our suppliers may permanently delete your data without notice.

## **Disputes**

### **How are disputes governed?**

Any claim, other than the collection of amounts owing to us, relating to: (i) this Agreement, (ii) TELUS Business Apps, or (iii) relationships with third parties arising through the use of TELUS Business Apps (including our suppliers) must be referred to private and confidential arbitration before a single arbitrator chosen by the parties. The expense of arbitration will be shared equally. Notice to arbitrate a claim should be sent to TELUS, 200 Consilium Place, Suite 1600, Scarborough, Ontario, M1H 3J3, Attention: General Counsel. The arbitration will be conducted in accordance with the current rules relating to commercial arbitration in the province in which you reside. Additionally, you waive any right you may have to start or participate in any class action against us or our affiliates and you agree to opt out of any class proceeding against us or our affiliates.

## Additional Supplier Terms

### Are there additional terms if I am subscribing for Google Licensed Apps?

Yes. Your use of Google Licensed Apps is subject to the Google Terms of Service (Google TOS) located at [https://gsuite.google.com/terms/2013/1/premier\\_terms.html](https://gsuite.google.com/terms/2013/1/premier_terms.html), which are deemed to be incorporated into, and form part of, this Agreement. The Google TOS imposes additional obligations and creates additional rights for us and Google in respect of the Google Licensed Apps and the Services. Google may change the Google TOS at any time in accordance with the terms of the Google TOS. In addition:

- You confirm that Google, us and you are independent contractors with respect to the Google Licensed Apps and Services
- Where the account holder is an organization, the organization is at all times the controller of any personal information provided to us or Google in connection with the Google Licensed Apps, with us and Google being service providers to the organization
- If Google fails to comply with the Service Level Agreement (SLA) for the Google Licensed Apps you will only be eligible to receive those remedies set out under the Google TOS and you must request such remedies directly from us
- Google will only provide customer support in accordance with the Google TOS
- You confirm that Google may communicate directly with you, including for the following purposes: (i) to the extent required to provide options regarding continuity of Google Licensed Apps; and (ii) for purposes related to the provisioning of Google Licensed Apps to your account, including in relation to any product updates or security incidents.

### Are there additional terms if I am subscribing for Microsoft Licensed Apps?

Yes. Your use of Microsoft Licensed Apps is subject to the Microsoft Customer Agreement located at <https://www.microsoft.com/licensing/docs/customeragreement> the terms of which are deemed to be incorporated into, and form part of, this Agreement. The Microsoft Customer Agreement imposes additional obligations and creates additional rights for us and Microsoft in respect of the Microsoft Licensed Apps and the Services. Microsoft may change the terms of the Microsoft Customer Agreement at any time in accordance with the terms of the Microsoft Customer Agreement.

