



The Town of Niagara-On-The-Lake

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1593 Four Mile Creek Road
P.O. Box 100
Virgil, Ontario
L0S 1T0

Report: CS-14-038

Committee Date:

September 08, 2014

Due in Council:

September 15, 2014

Report To: Corporate Services Advisory Committee

Subject: Telus Contract Renewal - Communication Equipment

1. RECOMMENDATION

It is respectfully recommended that:

- 1.1 A by-law be prepared authorizing the Lord Mayor and Town Clerk to sign a new three-year Wireless / Cellular contract with Telus, as the current contract with said provider expires at the end of October 2014.

2. PURPOSE / PROPOSAL

The purpose of this report is to request permission from Council to enter into a three year contract with Telus.

3. BACKGROUND

The Town has been with Telus since July of 2004, and is on it's 4th contract. They supply the wireless devices and accessories (Cellphones, Smartphones, Tablets and Wireless LTE Internet Sticks) along with the requisite service and connectivity (Cellular and Data Network) to support the always increasing communications requirements of Town Staff and Council. Having this continued service and technology is a benefit to the Town and furthers its Strategic Plan of improved Customer Service by allowing Town Staff and Council to be connected and informed anywhere and anytime there is cellular connectivity. It is and always will remain an integral part of communications in our everyday operations and any emergency planning.

4. DISCUSSION / ANALYSIS

Telus continues to be a major player in voice and data communications. They give Town Staff and Council the ability to connect wirelessly, accessing emails and the internet on any communications device. Management and Council remain connected and kept abreast of issues as they occur with their communications devices, regardless of whether they are in the office or in the field. Readily allowing Staff access to data / information while onsite allows them to do their work effectively benefiting the public.

Telus, and the Town's current dealer, Active Wireless, have always provided the Town with excellent service and support throughout the years. The services and hardware devices they carry are identical to other carriers and the rate plans offered for voice and data cover us under the Government of Ontario Rate Plan - which guarantees the Town the best rates available, regardless of the Town's carrier of choice.

5. FINANCIAL IMPLICATIONS

Proposed changes in the contract for rate plans continue to be inline with all other carriers. Signing the new contract represents up to a 10 - 12% reduction in our cellular operating costs compared to current plans in the expiring contract. Savings are due to lower monthly rates and further enhanced coverage for incidental charges.

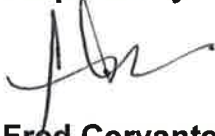
6. COMMUNICATIONS

N/A

7. CONCLUSION

With Devices and Rate Plans being equal regardless of any Carrier we choose to go with, it is our recommendation that we sign and re-contract with our proven vendor of choice, Telus. A new contract would provide the Town with additional hardware allowances (continued discounted rates and credits), and allow us to keep getting the best monthly rate plans which match or best Government of Ontario plans. This affords the Town to remain at the forefront of new and emerging technologies in wireless Communications.

Prepared by



Fred Cervantes

Manager of Information Technology

Respectfully submitted,



Holly Dowd

Director of Corporate Services / Town Clerk (I)



Mike Galloway, MBA, CMO
Chief Administrative Officer



CORPORATE CUSTOMER AGREEMENT – WIRELESS SERVICES

A. SOLUTION DETAILS

Customer Information		TELUS Representative	
Legal Name (“Customer”)	THE CORPORATION OF THE TOWN OF NIAGARA ON THE LAKE	Name:	David Russell
Contact Name:	Holly Dowd	Title:	Sales Specialist
Title:	Town Clerk	Phone:	647-684-7825
Billing Address: (City/Province/Postal Code)	1593 Four Mile Creek Road Niagara on the Lake , Ontario, L0S 1T0	Fax:	905-561-5679
Phone:	905-468-3266	Email:	David.russell@telus.com
Fax:	905-468-2959		
Email:	hdowd@notl.org		

Description

	Agreement Term (number of months)	Minimum Commitment (Number of Customer Devices)	Commitment Date
Wireless Voice and Data for: PCS services BlackBerry® services PDA services PC card and modem services	36	93	60 days from Effective Date

Authorization

This Agreement is between TELUS and the Customer and consists of the sections titled “Affiliates of Customer”, “General Terms and Conditions”, “Service-Specific Terms and Conditions”, this Solution Details section and “Corporate Offering”, and any documents and published rate plans referred to in these sections. If there is any conflict between these sections, they will take precedence in reverse order to the order listed, and all of these sections take precedence over any documents or published rate plans referred to in these sections.

By signing below, Customer:

- authorizes TELUS to obtain information about Customer’s credit history and consents to the exchange of credit information with credit agencies or TELUS Affiliates, including the provision of information about Customer’s payment history with TELUS;
- consents to publication of the phone numbers assigned to Customer and presentation of caller ID;
- consents to the exchange of account and usage information with TELUS Affiliates or dealers, for the purpose of offering the Services or products to Customer.

The Customer acknowledges that it has read and understands this Agreement, and that it includes limitations of liability. The Customer and TELUS agree to be bound by the terms and conditions in this Agreement.

Signature of Authorized Customer Representative	Date	Signature of Authorized TELUS Representative	Date
Dave Eke	Lord Mayor	Doug Higgins	Director of Sales
Printed Name	Title		
Signature of Authorized Customer Representative	Printed Name		
Holly Dowd	Town Clerk		
Printed Name	Title		
Effective Date			

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B. GENERAL TERMS AND CONDITIONS

1. Services

TELUS agrees to provide wireless voice and/or wireless data, information or messaging services ("the Services") in TELUS' coverage areas to the officers and employees of Customer ("Customer's Users") on the terms and conditions in this Agreement. Customer means Customer and Customer's Users. Only the Customer representatives listed in a notice from the Customer to TELUS are authorized to give instructions to TELUS regarding Services provided to Customer's Users, including changes to rate plans, term commitments and optional features, but if the Customer does not give such a notice to TELUS, TELUS may rely on the apparent authority of Customer's Users to give instructions with respect to their own use of the Services.

2. Scope and Agreement Term

This Agreement comes into effect when signed by both the Customer and TELUS, and the Agreement Term begins on the Effective Date. A "Customer Device" is a phone, a smartphone, a Mike® handset, pager, subscriber identity module or "SIM", a wireless data device, such as a Blackberry® device, a PDA, PC card or modem, or any other type of wireless telecommunications device owned by Customer and used with the Services. This Agreement applies to all Customer Devices activated onto the TELUS network before the Effective Date, or after the Effective Date and during the Agreement Term. The rates and charges in this Agreement shall take effect within 30 days of the end of the bill cycle that is current on the date this Agreement is signed by both Customer and TELUS.

At the end of the Agreement Term, if the Customer has not signed a new Agreement with TELUS for wireless services, and subject to the provisions of Section C, subsection 1.2 and Section D-1, TELUS will continue to provide the Services on a month to month basis until the Services are terminated by either party. The terms and conditions in this Agreement shall continue to apply to the provision of the Services during any month to month period after the Agreement Term, except that: (a) the terms and conditions in Sections C and D of this Agreement relating to the activation of Customer Devices, or the purchase or upgrade of any devices, including any rates, charges and prices for any new activations, device purchases or upgrades, do not apply after the end of the Agreement Term, and (b) TELUS may change the charges for the Services, and any other terms and conditions of this Agreement, on one month's notice to the Customer.

This Agreement sets out the terms and conditions applicable to the Services, and this Agreement does not apply to the sale of any Customer Device, except to the limited extent that certain pricing terms may be made available to the Customer if the Customer does purchase devices during the Agreement Term.

3. Charges and Payment

During the Agreement Term, or during the Device Term (described in Section C, subsection 1.2 and Section D-1) applicable to each Customer Device, TELUS will not change the monthly plan rate, or the number of minutes or megabytes (as applicable) included in the monthly rate plan(s) in Section D-3 or monthly rate for features. All other charges may change and additional charges may apply, provided that TELUS gives 30 days advance notice to Customer, and provided that the change or additional charge applies generally to TELUS corporate customers using the same Services.

TELUS will bill Customer each month, and Customer shall pay the charges for the Services as specified in this Agreement and the rate plan selected by Customer for each Customer Device, and all applicable taxes, assessments or government charges. Payment in full, without deduction or set off, of the amounts in each bill is due within 30 days of the date of the bill, and if not paid when due, Customer must also pay a late payment charge of 2% per month (26.82% per annum). If not disputed by Customer within 60 days of the date of the bill, all of the charges or other amounts in a bill will be deemed to be correct. If a Customer Device is lost or stolen, up to the time that the loss or theft is reported to TELUS customer service, Customer remains responsible for all use of the Services, including any use of the Services in contravention of subsection 4 below and must pay all charges for the use of the Services.

4. Use of Services

Customer will use the Services:

- (a) in compliance with law, and with any policies, rules or guidelines published by TELUS or communicated to Customer by TELUS, including safe driving and health and safety guidelines; and
- (b) for customary voice, messaging and wireless mobile Internet data purposes only.

Customer will not:

- (a) use the Services for continuous data transmission or broadcasts, automatic data feeds or automated machine to machine connections or any other application which uses excessive network capacity or may otherwise adversely impact other clients or service;
- (b) resell to or share the Services with any other person, or receive a charge or benefit for the use of the Services or provide Internet access or any other feature of the Services to any other person, or use the Services for anything other than Customer's own business use;
- (c) use the Services to operate an e-mail, web, news or other similar service;
- (d) use the Services to transmit or send any annoying, inappropriate, improper, excessive, threatening or obscene material or to otherwise harass, offend, threaten, embarrass, distress or invade the privacy of any individual or entity;
- (e) engage in any activity that could compromise the security of or disrupt or interfere with the Services or any network or computers on the Internet or disrupt or interfere with the services of any Internet access provider;
- (f) reproduce, alter, adjust, repair or tamper with any signalling, identification (including the MIN, ESN, APN, IMEI, IMSI, MSISDN, domain name and other numbers or authentication information) or transmission function or component of any device or equipment used with the Services, and will not permit anyone other than an authorized TELUS representative to do so.

Customer will only use Customer Devices that are compatible with the Services. Customer Devices, and software used by Customer in conjunction with the Services, may have to meet certain TELUS standards and be maintained in certain ways in certain locations in order to access the Services or for the proper operation of the Services. Such standards may change from time to time at TELUS's sole discretion. Unless otherwise advised by TELUS, Customer is solely responsible for updating and maintaining Customer Devices and any software used by Customer in conjunction with the Services as necessary to meet TELUS standards.

5. Limitations of the Services

The Services are provided on an "as is" and "as available" basis. Customer's use of the Services is at Customer's sole risk. TELUS does not guarantee timely, secure, error-free or uninterrupted Services or receipt of material or messages transmitted over or through TELUS' network or the networks of other companies or through the Internet. The Services may fail or be interrupted for reasons including environmental conditions, technical limitations, defects or failures, limitations of the systems of other telecommunications companies, emergency or public safety requirements, or causes beyond TELUS' reasonable control. TELUS disclaims all representations, warranties and conditions (express, implied or statutory) relating to the Services and any Customer Device, and all warranties, representations and conditions are, to the extent permitted by applicable law, excluded.

The area in which TELUS provides the Services may be enlarged or reduced in scope from time to time at TELUS' discretion. To maintain or improve the Services, or for other business reasons, TELUS may make changes to TELUS' networks and other facilities, and may suspend, restrict, or modify the Services without notice to Customer. TELUS may terminate the Services upon reasonable advance notice to the Customer if TELUS is ceasing to operate the network facilities used for the Services.

6. Numbers

Subject to any rights Customer may have under applicable laws and regulations, including any right to port a number to another carrier, Customer does not own or have any property rights in any phone number, IP address, domain name or e-mail i.d. assigned to Customer for use with the Services, and TELUS may change such phone numbers, IP addresses, domain names or e-mail i.d.s without any liability to Customer, by giving advance notice to Customer.

7. Roaming

When roaming outside of TELUS' coverage area, Customer is responsible for all applicable charges, and is subject to the terms and conditions of service (including limitations of liability) imposed by the wireless service provider providing the roaming services. Charges for roaming calls may be billed in the months after the calls were made, but Customer is not responsible for roaming charges that are not billed within 180 days from the date the roaming charges were incurred.

8. Monitoring and Network Management

TELUS has the right, but not the obligation, to monitor or log any TELUS Internet site or use of the Services. Customer consents to any such monitoring and logging that is necessary to satisfy any law, regulation or other government request, or to enhance operating efficiencies, improve Service levels, assess customer satisfaction, or protect TELUS or its customers from unwanted use of certain Services or applications. TELUS reserves the right to delete, remove or block access to any Internet capability, content, information or third party products or services available or transmitted through the Services that TELUS, in its sole discretion, believes is unacceptable or in violation of these terms and conditions.

To ensure fair network access to all users, TELUS may manage network resources using methods including:

- (a) allocating bandwidth, which may limit the availability or speed of data service,
- (b) filtering for spam and malicious content, which may occasionally result in unintended blocking of inoffensive content, and
- (c) restricting the network access available to specific transmission protocols.

A description of TELUS' network management practices is available at telusmobility.com/optimization.

9. Online Services

Customer is responsible for maintaining the confidentiality of all log-in names and passwords used to access Customer's account through TELUS' web-based account management portal and for all uses of the account management portal, by anyone using those log-in names and passwords. TELUS may, in its sole discretion, alter, limit or delete any part of the account management portal or any online Services at any time. Online Services only provide access to applications, services and content that are operated and maintained by other service providers, and TELUS is not responsible for any act or omission of other service providers.

10. Limitations of Liability

TELUS is not responsible for and shall not have any liability to Customer for (a) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over the telecommunications network of TELUS or recorded on the equipment of TELUS; (b) damages arising out of Customer's act, default, neglect or omission in the use or operation of equipment activated on the telecommunications networks of TELUS; (c) damages arising out of the transmission of material or messages over the telecommunications networks of TELUS on Customer's behalf, which is in any way unlawful; or (d) any act, omission or negligence of other companies or telecommunications systems in relation to the provision of the Services, when the facilities of such other companies or telecommunications systems are used in establishing connections to or from facilities and equipment controlled by Customer. The limitations in this paragraph do not apply in cases of deliberate fault, gross negligence, or anti-competitive conduct, or breach of contract resulting from gross negligence, on the part of TELUS in the provision of mandatory emergency service to Customer.

TELUS shall not be liable to Customer or to any other person for any loss of profits or business opportunities, loss of data or information, or for any punitive, consequential, incidental or indirect damages, arising out of or in connection with the provision, use or failure of the Services, or any Customer Device or other devices used with the Services, whether claimed in contract, tort or otherwise, and even if TELUS could reasonably foresee or has been advised of the possibility of such damages. Except as provided below with respect to the provision of mandatory emergency service, in no event shall the aggregate, total liability of TELUS and its Affiliates for any damages, losses and causes of action (whether claimed in contract, tort or otherwise) arising out of or in connection with the provision, use or failure of the Services, or any Customer Device or other devices used with the Services, including damages for physical injury, death or damage to property, exceed an amount equal to one month of charges paid by Customer, calculated as an average over the three month period immediately preceding the event which gave rise to the claims.

The liability of TELUS for damages caused by negligence on the part of TELUS in the provision of mandatory emergency services, except in cases where such negligence results in physical injury, death or damage to Customer's property or premises, or where such damages are caused by the deliberate fault, gross negligence, anti-competitive conduct, or breach of contract resulting from gross negligence, on the part of TELUS, is limited to \$20.

11. Indemnity

Customer is responsible for and will indemnify TELUS against losses, expenses and all manner of actions, claims and judgments sustained by or made against TELUS in connection with the use, by Customer's Users or any other person, of the Services provided to Customer, or with any data, software, or Customer Device used by any person with the Services, even if such use is unauthorized.

12. Deactivation and Termination

On termination of this Agreement before the end of the Agreement Term, or on the deactivation of any Customer Device before the end of the Device Term, for any reason, whether requested by Customer or because of a decision by Customer to port a number to another carrier or resulting from the Customer's breach of this Agreement, Customer shall pay:

- (a) all outstanding charges for the Services up to and including the termination or deactivation date, and
- (b) for each deactivated Customer Device, a deactivation charge equal to the sum of the following:
 - (i) the amount which is the greater of: (i) \$20 multiplied by the number of months remaining in the Device Term or Agreement Term, whichever is longer, to a maximum of \$400; or (ii) \$100;
 - (ii) the amount of the Data Cancellation Charge calculated in accordance with Section C.3.4 hereto; and
 - (iii) a prorated portion of the airtime credits previously received from TELUS, calculated as follows: the amount of any airtime credits received in connection with the activation, renewal or upgrade of the Customer Device (a\$) multiplied by the number of months remaining from the date of termination to the end of the Agreement Term (b), divided by the number of months of the Agreement Term (c) = a\$ x b/c.

Deactivation charges are payable as liquidated damages. Customer acknowledges that the deactivation charges are a pre-estimate of the damages suffered by TELUS as a result of the early deactivation of the Customer Device, and are not a penalty.

If Customer breaches any provision of this Agreement and does not remedy the breach within 10 days following notice of the breach, or becomes insolvent or bankrupt, makes an assignment for the benefit of creditors or appoints or has appointed for it a receiver or manager, ceases to do business as a going concern, or is wound up or dissolved, TELUS may terminate this Agreement and deactivate all of the Customer Devices from the TELUS networks, effective immediately upon notice to Customer.

13. Confidentiality of Customer Information

Unless Customer provides express consent or disclosure is pursuant to a legal power, all information kept by TELUS regarding Customer, other than Customer's name and address, is confidential and may not be disclosed by TELUS to anyone other than: Customer or a person who in the reasonable judgement of TELUS is seeking the information as Customer's agent; another telecommunications company or a person providing services to TELUS or another telecommunications company, but only if the information is to be used for the establishment of, or the efficient and cost effective provision of, telecommunications service and the disclosure is made on a confidential basis with the information to be used only for that purpose; a directory or listing service company for the purpose of listing Customer's name, address and phone number if Customer consents and if that company agrees to use the information only for that purpose; an agent used by TELUS to evaluate Customer's credit or collect outstanding balances owed to TELUS by Customer, if the agent requires the information and agrees to use the information only for that purpose; a public authority or its agent if TELUS reasonably believes 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 TELUS reasonably believes that Customer or anyone using Customer's phone is engaged in fraudulent or unlawful activities against TELUS. Express consent may be taken to be given by Customer where Customer provides: 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 the carrier; or consent through other methods, as long as an objective documented record of Customer consent is created by Customer or by an independent third party. Customer may inspect any TELUS records related to the provision of Customer's service, provided that Customer pays TELUS' related costs. Customer may request that Customer's name and address not be included on any list provided to any other person or used by TELUS.

Customer consents to the collection, use and disclosure by TELUS and its agents of Customer's personal information collected in connection with the provisions and/or use of the Services (whether previously collected or to be collected) solely for the purposes identified in the TELUS Privacy Commitment published at <http://www.telus.com/privacy/privacy.html>, if applicable to Customer.

14. Confidentiality of TELUS Information

This Agreement, all information provided by TELUS to Customer in connection with the Services or this Agreement, including rates and charges, and communications between Customer and TELUS in connection with the negotiation of this Agreement, are confidential information of TELUS. Customer shall not disclose any such confidential information to any other person without the prior written consent of TELUS, and shall only use such confidential information to exercise its rights or perform its obligations under this Agreement.

These confidentiality obligations do not apply to any information: (a) previously known to Customer free of any obligation to keep it confidential; (b) generally available to the public other than by unauthorized disclosure; (c) developed by or on behalf of Customer independent of any confidential information provided by TELUS; (d) required to be disclosed by law or by any governmental agency having jurisdiction, provided that Customer promptly notifies TELUS of the requirements to disclosure and cooperates with TELUS to limit or avoid such disclosure by any lawful means. The obligations in this section shall survive the expiration or termination of this Agreement for a period of three years.

15. Arbitration

Except for collection by TELUS of any amount owing from Customer, any claim or dispute ("Claim") arising out of or relating to: (a) this Agreement; (b) a Customer Device or the Service; (c) oral or written statements, advertisements or promotions relating to this Agreement or to a product or Service; or (d) the relationships with other persons related to this Agreement or the Services, whether claimed in contract, tort or otherwise, will be referred to and determined by private and confidential mediation before a single mediator chosen by the parties and at their joint cost. If the parties in good faith fail to settle the Claim through mediation, the Claim shall be determined by private, confidential and binding arbitration before the same person chosen as mediator. An arbitration decision may be enforced by court proceedings after 30 days from the date of such decision. Customer waives any right Customer may have to commence or participate in any class action against TELUS related to any Claim and, where applicable, Customer agrees to opt out of any class proceeding against TELUS otherwise commenced. If Customer has a Claim, Customer may give notice to mediate and arbitrate to TELUS at 32S, 10020 – 100th Street, Edmonton, AB T5J 0N5, Attention: Claims. If TELUS has a Claim, TELUS may give Customer notice to mediate/arbitrate at Customer's last known address of record. Mediation and arbitration of Claims will be conducted in the forum and pursuant to rules agreed upon by Customer and TELUS, or failing agreement will be conducted by one mediator-arbitrator pursuant to the laws

and rules relating to commercial arbitration in the province in which Customer maintains its principal place of business that are in effect on the date of the notice to mediate and arbitrate.

16. GEOTrac Services

TELUS agrees to provide Customer with GEOTrac wireless and, if subscribed for, satellite data communication service (collectively the "GEOTrac Services") to the Customer, its employees, directors and officers within the TELUS wireless data Service coverage areas in Canada and the United States and, if subscribed for, satellite service, within satellite coverage areas. Customer also agrees that it is responsible for monitoring Customers User's use of the Remote Fleet Tracker Advanced services.

The GEOTrac Service and the Customer Devices used with it may contain technology that is not fault tolerant and is not designed, manufactured, or intended for use in environments or applications where high availability is required. The GEOTrac Service and the Customer Devices used with it only work in the coverage areas for the GEOTrac Services and only if the Customer Devices used with it have enough battery power to operate and are either connected to or within range of a Customer Device that can communicate with the GEOTrac Service. Please check for GEOTrac Service coverage and battery power levels before using the GEOTrac Service.

17. General Interpretation.

The headings in this Agreement shall not affect the interpretation of any provision of this Agreement. All dollar amounts in this Agreement refer to Canadian currency. The words "including" and "includes" mean "including without limitation" and "includes without limitation". An "Affiliate" means an affiliated body corporate as defined in the Canada Business Corporations Act and, in the case of a TELUS Affiliate, means an affiliated body corporate (as so defined) of TELUS Corporation and any partnership or other unincorporated association in which TELUS Corporation or any of its affiliated bodies corporate has a controlling interest. **TELUS.** "TELUS" means TELUS Communications Company. **Tariff Compliance.** Non-forborne telecommunications services, and tariffable bundles are required to be provided, and shall only be provided, in accordance with tariffs approved by the Canadian Radio-television and Telecommunications Commission. Tariffs Applicable to the Services include the following: None. The Services are either non-regulated or forborne. **Assignment.** Customer may not assign this Agreement or any part of it without the prior written consent of TELUS. TELUS may withhold its consent to a proposed assignment by the Customer to a person who is in the business of providing telecommunications or telecommunications-related products or services. TELUS may assign or subcontract all or any part of its rights and obligations under this Agreement or the Services without notice to or consent of the Customer. This Agreement shall enure to the benefit of and bind the successors and permitted assigns of TELUS and Customer. **Notices.** Any notice required to be given under this Agreement must be in writing and shall be deemed to have been received on the date given when hand delivered or sent by facsimile, or 72 hours after the notice has been mailed by registered mail, to the Customer at its billing address or facsimile number in the Solution Details, and to TELUS at 2480-39th Avenue NE, Calgary, AB. **Law.** TELUS and the Customer shall comply with all laws applicable to the exercise of their rights and performance of their obligations under this Agreement. This Agreement shall be subject to and interpreted in accordance with the federal law of Canada and the laws of the province in the Customer's billing address in the Solution Details, without regard to that province's choice of law rules. Venue and jurisdiction shall be in such province. **Entire Agreement.** This Agreement is the entire agreement between Customer and TELUS, and supersedes all prior agreements, understandings, negotiations and discussions whether oral or written, relating to the Services and the subject matter of this Agreement. **Severability.** If any part of this Agreement is void, prohibited or unenforceable, this Agreement shall be construed as if such part had never been part of the Agreement. **Waiver and Changes.** Any modifications or amendments to, or cancellations or waivers of, this Agreement must be in writing and signed by both Customer and TELUS. Despite the foregoing, TELUS may change the General Terms and Conditions by giving 30 days' notice to Customer where such change is mandated by the Canadian Radio-television and Telecommunications Commission or any other government agency. **Language.** The parties acknowledge that they have expressly required that the present contract and all related documents be drafted in the English language. Les parties reconnaissent avoir expressément exigé que le présent contrat et tous les documents connexes soient rédigés en langue anglaise.

C. SERVICE-SPECIFIC TERMS AND CONDITIONS

1. Standard Commercial Terms

1.1 Minimum Commitment

The charges and prices for the Services under this Agreement are based on the "Minimum Commitment" specified in the Solution Details. The Minimum Commitment is the number of Customer Devices that must be activated on the TELUS network by the specified Commitment Date, and the Customer must, thereafter, maintain at least the Minimum Commitment of Customer Devices active on the TELUS network during the Agreement Term.

If the Customer does not meet the 80% of the Minimum Commitment by the Commitment Date or at any time thereafter during the Agreement Term falls 20% below the Minimum Commitment number specified in A Solution Details, TELUS may, upon 30 days' notice to Customer adjust the rate plans and discounts to reflect its standard corporate rates for a similar quantity of Devices activated on TELUS network.

1.2 Post Expiry of Device Term:

At the end of the Agreement Term, if the Customer has not signed a new Agreement with TELUS for wireless services, and if the Device Term applicable to any Customer Device extends beyond the Agreement Term, TELUS will continue to provide the Services until the end of the Device Term applicable to each such Customer Device, and on a month to month basis thereafter. The terms and conditions in this Agreement shall continue to apply to the provision of the Services for all such Customer Devices until the end of the Device Term, and during any month to month period thereafter, except that: (a) the terms and conditions in Sections C and D of this Agreement relating to the activation of Customer Devices, or the purchase or upgrade of any devices, including any rates, charges and prices for any new activations, device purchases or upgrades, do not apply after the end of the Agreement Term, and (b) after the Device Term, TELUS may change the charges for the Services, and any other terms and conditions applicable to the Services, on one month's notice to the Customer.

1.3 Corporate Discount

A "Corporate Discount" (if included in Section D-3.1) is a percentage discount that applies to the monthly fixed Corporate Rate plan charge as specified in Section D-3. Some Corporate Rate Plans are not discountable, and any such Corporate Rate Plans will be specified as such in Section D-3, if applicable.

1.4 E911 Charge

If applicable, a monthly Enhanced 911 access charge applies to each Customer Device. The amount of the monthly charge is specified in the Published Plans, and in Section D-3 (as at the Effective Date), but the amount of the monthly charge is subject to change without notice to Customer. Additional 911 access charges, collected on behalf of some provincial governments, may apply to Customer Devices billed in such provinces.

1.5 System Access Fee

If applicable, a monthly System Access Fee ("SAF") applies to each Customer Device. The monthly SAF is specified in the Published Plans, and in Section D-3 (as at the Effective Date), but TELUS may change the amount of the SAF at any time, provided that TELUS gives 30 days advance notice to Customer and provided that the change applies generally to TELUS corporate customers using the same Services.

1.6 Grandfathered Rates

For Customer Devices active on the TELUS network prior to the Effective Date, the rate plans and feature options applicable to such Customer Devices prior to the Effective Date, except for any rate plans specified in Section D as non-grandfathered, will continue to apply during the Agreement Term until Customer requests a change of rate plan, account suspension, or deactivation of the Customer Device. Although a Customer Device with a grandfathered rate plan may be replaced, once a grandfathered rate plan is changed to a new rate plan, the grandfathered rate plan cannot be reapplied to that Customer Device. Grandfathered rate plans will not apply to any Customer Devices activated on or after the Effective Date, and Customer cannot request a change to a grandfathered rate plan for any Customer Device. For sake of clarity, unless specified otherwise the following shall not be applicable to grandfathered rate plans: (a) features mentioned in Section D.

1.7 Corporate Rate Plan:

Corporate Rate plans are either Voice or Data Plans or a combination of both. Corporate Rate Plans which are not Published Plans (such plans can be viewed at www.telusmobility.com) are detailed in Section D-3.2 and/or D-3.3.

1.8 Market Promotion:

If a Customer Device is activated pursuant to a Market Promotion, the Customer Device is included in the Minimum Commitment, but the terms and conditions of the Market Promotion otherwise apply to that Customer Device, and the benefits included with these Service-Specific Terms and Conditions and the discounts, charges, prices and value adjustments in Section D do not apply to that Customer Device. Any deactivation of that Customer Device will not be included in the Deactivation Allowance and the deactivation charge in the General Terms and Conditions will apply to any deactivation prior to the end of the Device Term. The terms and conditions of that Market Promotion will not be grandfathered upon any renewal of this Agreement, and will not be extended upon the expiration of the Device Term applicable to the Customer Device.

1.9 The Apple iPhone

The Apple iPhone (the "iPhone") is not eligible for TELUS Voice to Text or the TELUS Device Protection Plan.

2. Wireless Voice Rate Plan Terms and Conditions

2.1 Rate Plans

Customer must subscribe to a rate plan for wireless voice Services specified under the Corporate Rate Plans in Section D-3 (the "Corporate Rate Plans") for each Customer Device used for wireless voice Services.

2.2 Voice Pay Per Use

It may still be possible for Customer Devices that are not subscribed to wireless voice rate plans to use TELUS' wireless voice services at TELUS' then current pay per use pricing.

3. Wireless Data Rate Plan Terms and Conditions

3.1 Rate Plans

In this Agreement, "wireless data" Services refers to wireless communications services for data, information and messaging. Customer must subscribe to a rate plan for wireless data services specified under the Corporate Rate Plans in Section D-3 for each Customer Device used with wireless data Services.

3.2 Tethered Data

"Tethering" means connecting any handheld device (phone, PDA, BlackBerry etc.) to a computer for the purposes of downloading or uploading information to or from the Internet, but does not include the connection of PC cards, modems or other devices specifically designed for such purposes. A Customer Device shall not be used for the purpose of Tethering unless the Customer has subscribed for a monthly rate plan for that Customer Device that permits tethering. If a Customer Device subject to any other type of monthly rate plan is used for Tethering, Customer shall pay the applicable tethered data charges based on the data usage or TELUS may change the rate plan applicable to that Customer Device to the lowest monthly charge Published Plan that permits tethering at that time.

3.3 Customer Responsibility for Data

The Customer is solely responsible for all information, data, software or other material or content transmitted, stored or received by the Customer using the Services ("Customer's Content"). TELUS exercises no control whatsoever over the content, accuracy or quality of any Customer's Content. TELUS is not responsible for detecting errors or anomalies or for recreating or re-transmitting data.

3.4 Data Cancellation Charges

If Customer subscribes to a wireless voice and data rate plan or wireless data feature or add-on, and Customer: a) cancels that Add-on or deactivates the Customer Device, b) changes the voice and data rate plan to a voice only rate plan, or c) does not replace a voice and data rate plan with another voice and data rate plan when replacing a Customer Device and activating the replacement Customer Device on a different TELUS network, a cancellation charge (the "Data Cancellation Charge") will apply equal to \$10 multiplied by the number of months remaining on the Device Term.

3.5 Data Pay Per Use

It may still be possible for Customer Devices that are not subscribed to data rate plans to use TELUS' wireless data services at TELUS' then current pay per use pricing.

D. Corporate Offering

D - 1. Hardware Terms & Conditions

Hardware Allotment

Customer qualifies for hardware upgrades ('Hardware Allotment'), if included in the grid below, based on the number of active Customer Devices renewed as of the Effective Date. As specified in this Section D-1, Customer may replace the number of Customer Devices prior to the Hardware Allotment Expiry Date at the Hardware Equivalent Price. Hardware Equivalent Price will be equivalent to the then-current term pricing based on the number of months of the Agreement Term.

Hardware Allotment	103*
Hardware Allotment Expiry Date	30 th month from the Effective Date.
Hardware Equivalent Price	Then current 3 year term price.

*Not applicable to Tablets, Modems, SIM only, or AVL/Fleet Tracker units

Device Terms

Existing Users:

All Customer Devices active on the network prior to the Effective Date (Existing Users) are renewed as of the Effective Date for Device Term equal to the Agreement Term, as specified in the Solution Details.

- The Device Term applicable to Customer Devices active on the TELUS network before the Effective Date, each referred to as an "Original Customer Device", is the same as the Agreement Term
- The Device Term applicable to a new Customer Device that replaces any Original Customer Device, each referred to as a "Replacement Customer Device", is the same as the Agreement Term, provided that the Replacement Customer Device is part of the Customer's Hardware Allotment
- The Device Term applicable to any Replacement Customer Device that is not part of the Customer's Hardware Allotment is equal to the Device Term selected at the point of replacement, starting as at the date of replacement, and may extend beyond the Agreement Term

New Users:

The Device Term applicable to each new Customer Device that is activated on the TELUS network after the Effective Date (New Users) and during the Agreement Term, as specified in the Solution Details, is equal to the number of months of the Agreement Term, starting at the Activation date of the New User, and may extend beyond the Agreement Term.

Existing Users and New Users may select Device Term greater than the number of months of the Agreement Term when purchasing a new Customer Device under a Device Promotion or Market Promotion and thereby may extend beyond the Agreement Term.

Airtime Credits

An "Existing User Hardware Upgrade Airtime Credit" is an airtime bill credit applied in equal installments over the first five months from the time of Device Upgrade, in the aggregate amount specified in the chart below, for each redeemed Hardware Allotment.

Airtime Credits are not redeemable in cash, and shall apply against fees and charges for the Services as they become due. Airtime Credits cannot be combined for the same Customer User or Device; only one Airtime Credit shall apply.

Existing User Hardware Upgrade Credits (Voice Only)	\$100+
Existing User Hardware Upgrade Credits (Voice + Data)	\$150

† Not applicable to iPhone devices

D- 2. Special Terms and Conditions

Not Applicable

D-3 CORPORATE RATE PLANS

D-3.1 – Intentionally Deleted

D-3.2 – Voice, Voice + Data, and Mobile High Speed Corporate Rate Plans

CORPORATE ADVANTAGE VOICE PLAN

	Corporate Advantage Voice with U.S. 20
Monthly plan rate	\$20
Included minutes	300 local shareable minutes* (including 150 bonus local minutes)
Additional local phone minutes	\$0.10/min
Canada to Canada LD	\$0.08/min
Canada to U.S LD	\$0.10/min
U.S. voice roaming	\$0.60/min
Included features	Voicemail 10 Caller ID Conference Calling Call Waiting Call Forwarding**
Additional features	\$0 Voicemail 25 \$0 150 local shareable bonus minutes \$0 Unlimited Local Nights and Weekends at 6PM \$0 Unlimited Local Incoming \$0 Local In-Network Calling \$0 Unlimited National Text Messaging (SMS/MMS) \$0 Unlimited Canada to U.S Text Messaging (SMS/MMS)
U.S. SMS/MMS Text Messages	20 Messages Included (non-shareable) Additional U.S. SMS/MMS: \$0.50 / message

- Charges recur monthly unless otherwise specified
- Notwithstanding anything to the contrary in the Agreement, there are no SAF or Carrier 911 charges applicable to this particular suite of rate plans
- Certain provinces impose a regulated provincial 911 fee: P.E.I (70¢), Nova Scotia (43¢), New Brunswick (53¢), Saskatchewan (62¢), Quebec (40¢), and Alberta (44¢)
- Optional monthly paper summary invoice: \$3 per account, plus optional monthly paper detailed billing: \$0.30 per subscriber
- Directory assistance: \$2.50 for calls to 411 or 555-1212, plus airtime
- Corporate discounts do not apply
- Minimum of 2 subscribers on the account required
- Shared minutes are local only (roaming rates apply)
- National SMS/MMS must originate in Canada and terminate in Canada; U.S. SMS must originate in the U.S. and terminate in the U.S. or Canada
- *Minutes are shareable amongst users on the same BAN. Shared minutes will be consumed on a first come first served basis
- **3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute

CORPORATE ADVANTAGE VOICE & DATA PLANS

	Corporate Advantage 50 U.S.
Monthly plan rate	\$45
Included minutes	300 local shareable minutes* (including 100 bonus local minutes)
Additional local phone minutes	\$0.10/min
Canada to Canada LD	\$0.08/min
Canada to U.S LD	\$0.10/min
U.S. voice roaming	\$0.60/min
Included features	Voicemail 10 Caller ID Conference Calling Call Waiting Call Forwarding**
Additional features	\$0 100 local shareable bonus minutes \$0 Voicemail 25 \$0 Unlimited Local Nights and Weekends at 6PM \$0 Unlimited Local Incoming \$0 Local In-Network Calling \$0 Unlimited National Text Messaging (SMS/MMS) \$0 Unlimited Canada to U.S Text Messaging (SMS/MMS)
U.S. SMS/MMS Text Messages	20 Messages Included (non-shareable) Additional U.S. SMS/MMS: \$0.50 / message
Included shareable Canada data - (BIS/PDS/iPhone)	Up to 1 GB*** (Including 500MB bonus)
Additional Canada data	\$0.05/MB
U.S. data roaming	\$3/MB

- Charges recur monthly unless otherwise specified
- Notwithstanding anything to the contrary in the Agreement, there are no SAF or Carrier 911 charges applicable to this particular suite of rate plans
- Certain provinces impose a regulated provincial 911 fee: P.E.I (70¢), Nova Scotia (43¢), New Brunswick (53¢), Saskatchewan (62¢), Quebec (40¢), and Alberta (44¢)
- Optional monthly paper summary invoice: \$3 per account, plus optional monthly paper detailed billing: \$0.30 per subscriber
- Directory assistance: \$2.50 for calls to 411 or 555-1212, plus airtime
- May be combined with TELUS Corporate Advantage add-ons only
- Minimum of 2 subscribers on the account required
- Shared Minutes are local only (roaming rates apply)
- Discounted rate is reflected
- *Minutes are shareable amongst users on the same BAN. Shared minutes will be consumed on a first come first served basis
- **3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute
- ***Data is shareable amongst users on the same BAN. Shared national data will be consumed on a first come first served basis (roaming rates apply)
- National SMS/MMS must originate in Canada and terminate in Canada; U.S. SMS must originate in the U.S. and terminate in the U.S. or Canada
- Includes on-device or tethered data

	Corporate Advantage 50 U.S.
Monthly plan rate	\$50
Included minutes	300 local shareable minutes* (including 100 bonus local minutes)
Additional local phone minutes	\$0.10/min
Canada to Canada . LD	\$0.08/min
Canada to U.S LD	\$0.10/min
U.S. voice roaming	\$0.60/min
Included features	Voicemail 10 Caller ID Conference Calling Call Waiting Call Forwarding**
Additional features	\$0 100 local shareable bonus minutes \$0 Voicemail 25 \$0 Unlimited Local Nights and Weekends at 6PM \$0 Unlimited Local Incoming \$0 Local In-Network Calling \$0 Unlimited National Text Messaging (SMS/MMS) \$0 Unlimited Canada to U.S Text Messaging (SMS/MMS)
U.S. SMS/MMS Text Messages	20 Messages Included (non-shareable) Additional U.S. SMS/MMS: \$0.50 / message
Included shareable Canada data - (BIS/PDS/iPhone)	Up to 3 GB*** (Including 2.5GB bonus data)
Additional Canada data	\$0.05/MB
U.S. data roaming	\$3/MB

- Charges recur monthly unless otherwise specified
- Notwithstanding anything to the contrary in the Agreement, there are no SAF or Carrier 911 charges applicable to this particular suite of rate plans
- Certain provinces impose a regulated provincial 911 fee: P.E.I (70¢), Nova Scotia (43¢), New Brunswick (53¢), Saskatchewan (62¢), Quebec (40¢), and Alberta (44¢)
- Optional monthly paper summary invoice: \$3 per account, plus optional monthly paper detailed billing: \$0.30 per subscriber
- Directory assistance: \$2.50 for calls to 411 or 555-1212, plus airtime
- May be combined with TELUS Corporate Advantage add-ons only
- Minimum of 2 subscribers on the account required
- Shared Minutes are local only (roaming rates apply)
- Voice share options: Canada to Canada, Canada to U.S., and U.S. Roaming
- *Minutes are shareable amongst users on the same BAN. Shared minutes will be consumed on a first come first served basis
- **3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute
- ***Data is shareable amongst users on the same BAN. Shared national data will be consumed on a first come first served basis (roaming rates apply)
- National SMS/MMS must originate in Canada and terminate in Canada; U.S. SMS must originate in the U.S. and terminate in the U.S. or Canada
- Includes on-device or tethered data

Shared Long Distance, Roaming and Data Add-Ons

Monthly Charge	Included Shared Canada to Canada LD Minutes*	Included Shared U.S. voice roaming minutes*	Included Shared U.S. data roaming**
\$0	2000	250	500 MB

- Must be added to Corporate Advantage rate plans only.
- U.S. usage applies to calls or data usage originating in the United States. Calls to/from Mexico, Puerto Rico, U.S. Virgin Islands, or other international destinations are not included
- May not be combined with other TELUS U.S. rate plans or U.S. Pay Per Use rates
- *Minutes are shareable amongst users on the same BAN Shared minutes will be consumed on a first come first serve basis
- **Data is shareable amongst users on the same BAN with a Corporate Advantage voice and data plan. Shared data will be consumed on a first come first serve basis
- Overage rates are determined by the user's voice or voice and data rate plan
- Corporate discounts do not apply

Corporate Advantage –Mobile High Speed Services

	Corporate Advantage MHS 30	Corporate Advantage MHS 40
Monthly plan rate	\$30	\$40
Included shareable Canada data	1 GB*	3 GB*
Additional Canada data	\$0.05/MB	
U.S. data roaming	\$3/MB	
	Includes on-device or tethered data	

- * Users can access shared data within the same BAN. Additional data will be charged at the applicable pay-per-use rate
- Users do not have access to pooled or shareable minutes. All usage will be charged at the applicable pay-per-use rate
- Charges recur monthly unless otherwise specified
- Notwithstanding anything to the contrary in the Agreement, there are no SAF or Carrier 911 charges applicable to this particular suite of rate plans
- Certain provinces impose a regulated provincial 911 fee: P.E.I (70¢), Nova Scotia (43¢), New Brunswick (53¢), Saskatchewan (62¢), Quebec (40¢), and Alberta (44¢)
- In market pay per use rates will apply to voice services;
- Optional monthly paper summary invoice: \$3 per account, plus optional monthly paper detailed billing: \$0.30 per subscriber
- Corporate discounts do not apply
- Minimum of 2 subscribers on the account required

D.3.3. Customer Devices with the following rate plans are not eligible for Deactivation Allowance, Hardware Allotment, or Airtime Credits

CORPORATE ADVANTAGE –TABLET SERVICES

	Corporate Advantage Tablet 15
Monthly plan rate	\$15
Included shareable Canada data	100 MB*
Additional Canada data	\$0.05/MB
U.S. data roaming	\$3/MB

- *Users can access shared data within the same BAN. Additional data will be charged at the applicable pay-per-use rate
- Users do not have access to pooled or shareable minutes. All usage will be charged at the applicable pay-per-use rate
- In market pay per use rates will apply to voice services;
- Charges recur monthly unless otherwise specified
- Notwithstanding anything to the contrary in the Agreement, there are no SAF or Carrier 911 charges applicable to this particular rate plan
- Certain provinces impose a regulated provincial 911 fee: P.E.I (70¢), Nova Scotia (43¢), New Brunswick (53¢), Saskatchewan (62¢), Quebec (40¢), and Alberta (44¢)
- Optional monthly paper summary invoice: \$3 per account, plus optional monthly paper detailed billing: \$0.30 per subscriber
- Must be activated as a rate plan
- Corporate discounts do not apply
- No subsidy hardware offer: client owned hardware only. Not eligible for any Airtime Credits
- Minimum of 2 subscribers on the account required

E. AFFILIATES OF CUSTOMER

Not applicable