



NIAGARA REGIONAL POLICE SERVICE

Police Service Board Report

PUBLIC AGENDA

Subject: Renewal of TELUS Corporate Customer Agreement - Wireless Services

Report To: Chair and Members, Niagara Police Service Board

Report Date: 2025-02-04

Recommendation(s)

1. That the Niagara Police Service Board (Board) approves the renewal of the **TELUS Corporate Customer Agreement - Wireless Services (Contract #00433093)** for the provision of wireless services, devices and support as the preferred Vendor of Record.
2. That the Board authorize the Chief of Police or designate to execute the agreement on behalf of the Board.

Key Facts

- On July 18, 2019, the Niagara Regional Police Service (NRPS) and TELUS Communications (TELUS) entered a 36-month Corporate Account Agreement to provide wireless voice and data services, discounted mobile smartphone devices, and premium support services.
- There are currently 832 NRPS corporate mobile smartphone subscribers with voice and voice/data subscriptions, over half of whom are part of the Connected Officer Program.
- The agreement renewal with TELUS gives NRPS extremely competitive voice and data rates and a generous discount on new mobile smartphone devices.
- The recommended agreement renewal significantly reduces accidental roaming charges requiring administrative oversight.

Financial Considerations

Under the new TELUS agreement proposal, the base annual cost will be \$399,000.00 plus HST (net of rebates).

The agreement offers NRPS a flat \$750.00 discount off the commercial price of any corporate standard hardware mobile smartphone, such as an iPhone or Samsung device. This represents a 65% discount on a mobile smartphone device purchase.

Roaming is a significant consideration for NRPS mobile smartphone devices due to its proximity to the US. Many NRPS mobile smartphone devices will accidentally roam in the US while within Canada's geographical footprint. In 2018, under the Bell Mobility contract, the total US and international roaming charges were \$34,909.00 (there were only 400 users at the time), resulting in the transition from Bell Mobility to TELUS. The original agreement eliminated associated roaming and administrative costs related to remitting roaming charges. Due to a cellular signal spillover, mobile devices adjacent to the US border are frequently connected to US networks even when officers are within Canada.

To achieve this benefit, TELUS extended the local calling area of the Niagara Region to include parts of Western New York State. All calls within these zones are now local, meaning they are not long-distance or roaming charges. This continues to provide cost savings and eliminates accidental roaming charges. Additionally, TELUS is offering a 10 km US border forgiveness zone. This zone is designed to eradicate further accidental roaming charges. This type of roaming does not affect the contracted roaming pool.

The renewal of the TELUS agreement maintains this benefit and offers additional protection against roaming with additional mobile devices - specifically the Connected Officer mobile devices. Additionally, it allows all NRPS mobile devices to pool their data. All 832 mobile devices will contribute 7 GB to the overall pool. This lets heavy data users continue using the cellular data service without the penalty of data throttling from the carrier. Additionally, the new agreement includes an enhanced US Data Roaming of 100 MB of shareable US data compared to the previous agreement of 75 MB of shareable US data.

Analysis

The Ministry of Public and Business Service Delivery – Supply Ontario (Tender 18677-Mobile Devices and Services) has completed its procurement process to consume cellular-based services. The term of the agreement will be for a period of 6 years, commencing on August 1, 2024, and expiring on July 31, 2030, with options in favour of Supply Ontario to extend the agreement on the same terms and conditions for up to 2 additional terms of 2 years each.

All the major wireless carriers have provided competitive pricing via a Vendor of Record (VOR) competitive bid process. The VOR arrangement has 2 Streams:

- Stream #1 – Mobile Devices and Services, and In-Building Wireless (IBW) Solutions
- Stream #3 – Cellular Internet of Things (IoT)

The procurement process results are available to all police services in the province of Ontario through the broader public sector clauses contained within.

Below is a comparable VOR pricing from Bell and Rogers.

VOR Pricing – 3-Year Term on Subsidized Mobile Device

	Rogers	Bell	TELUS (NRPS)
Flat Rate - Monthly Voice rate (includes unlimited nationwide calling and texting (SMS/MMS) and any associated monthly service fee	\$9.25	\$4.75	
Flat Rate US/Canada - Monthly Voice rate (includes unlimited US/Canada nationwide calling and texting (SMS/MMS) - both to and from US and Canada - and any associated monthly service fee	\$2.00	\$2.00	
Flat Rate US/Canada Data Plan Unlimited/CAP)	\$21.00	\$75.00	
Enhanced Voicemail	\$1.00	\$5.00	
Voicemail to Text	\$2.00	\$5.00	
Monthly Airtime per Mobile Device	\$35.25	\$91.75	\$40.00
Total – 832 Mobile Device	\$351,936.00	\$916,032.00	\$399,390.00

NRPS applied the VOR hardware discount to a compatible Connected Officer mobile device (iPhone 15 plus) for an equal comparison. The current VOR hardware list from Rogers does not offer the iPhone 15. NRPS has 832 mobile devices with wireless voice and data services with TELUS. Renewing the agreement with TELUS will eliminate hardware acquisition costs and early cancellation fees associated with changing contracts to another wireless carrier.

The VOR pricing review showed that TELUS offers a superior balance of cost control and operational flexibility. Rogers and Bell offer lower base voice rates, but their data plans and roaming mitigation strategies are less comprehensive than TELUS's.

Including 100 MB of shareable US data helps NRPS avoid excessive roaming costs, maintain operational efficiency, and ensure uninterrupted service for officers working near the border. It aligns with NRPS' strategic goal of cost efficiency while supporting seamless mobile connectivity for public safety operations.

Alternatives Reviewed

With awareness of the new VOR pricing structure under Supply Ontario – Tender 18677 – Mobile Devices and Services, the NRPS explored potential alternatives to renewing the existing agreement with TELUS. Although Rogers and Bell provided competitive pricing structures, TELUS remained comparable when factoring in the full-service cost. TELUS continues to offer superior cost control measures, including an extended local calling area and a 10 km US border forgiveness zone.

Remaining with TELUS under the newly proposed Corporate Account Agreement ensures continuity of service while maintaining highly competitive pricing.

Relationship to Police Service/Board Strategic Priorities

Alignment with strategic goals of operational continuity, public safety, and improved response times. It reduces service disruptions, prevents unnecessary costs, and ensures officers remain connected to mission-critical systems, reinforcing NRPS' commitment to modernized policing and efficient resource management by delivering telecommunication services in a fiscally accountable manner.

Relevant Policy Considerations

- Board Strategic Plan 2022-2025
- Regional Municipality of Niagara Police Service Board By-Law 412-2024, Financial Reporting, Control and Procurement in the Niagara Regional Police Service.

Other Pertinent Reports

138 - 2019.06.27 TELUS Communications – Award of Contract – Mobile Smart Phone Service and Support

This report was prepared by Frank Muraca, Telecommunications Administrator, Technology Services in consultation with Tim Roome, Public Safety Radio Systems Manager, Vita Gauley, General Counsel and reviewed by Akram Askoul, Director, Technology Services. Recommended by Sandy Staniforth, Acting Deputy Chief, Support Services.



Submitted by:
Luigi Greco #9366
Acting Chief of Police

Appendices

Appendix A – Corporate Customer Agreement - Wireless Services - Contract
#00433093

Appendix A

Corporate Customer Agreement - Wireless Services

Contract #00433093

A. Solution Details

Customer Information		TELUS Representative	
Legal Name ("Customer"):	NIAGARA REGIONAL POLICE SERVICE	Name:	Rob Reid
Contact Name:	Akram Askoul	Title:	Sr. Account Manager
Title:		Phone:	647 206-7036
Billing Address:	5700 Valley Way	Email:	rob.reid@telus.com
City/Province/Postal Code	Niagara Falls/ON/L2E 1X8		
Phone:	905 685-4225		
Email:	akram.askoul@niagarapolice.ca		
Permitted Affiliates (Legal Name):			
Services		Agreement Term and Minimum Commitment	
Wireless Voice Service		Agreement Term (Number of Months):	36
Wireless Data Service		Minimum Commitment (Number of Customer Devices):	650
TELUS IQ Service		Commitment Date:	60 days from Effective Date
Managed IQ Service			
ESChat Service			
Secure IP Anywhere Service			
TELUS Network Public Safety			
Priority Service			
Customer Authorization		TELUS Authorization	
Signature of Authorized Customer Representative		Signature of Authorized TELUS Representative	
Date:		Date:	
Printed Name:		Printed	Bud Vasudeva
Title:		Name:	
		Title:	Sales Director - Enterprise

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

B. General Terms and Conditions

1. Agreement Structure

This Agreement is divided into sections, as follows:

- a. Section A, the Solution Details, includes specific Customer information, a list of the specific Services that the Customer subscribes to and TELUS agrees to provide to the Customer, and the authorization of TELUS and the Customer,
- b. Section B, the General Terms and Conditions, includes the general rights and obligations of TELUS and the Customer relating to all of the Services and the Agreement,
- c. Section C, the Service Terms and Conditions, includes commercial and service specific terms that apply to the Services and the Rate Plans for these Services,
- d. Section D, the Corporate Offering and Rate Plans, sets out specific Rate Plans that are available to the Customer, the charges for the Services in each Rate Plan, and any special terms and conditions agreed to by TELUS and the Customer.

If there is any conflict between the sections, they will take precedence in reverse order to the order listed, and all of these sections take precedence over any documents and web pages referred to in these sections.

2. Definitions

In this Agreement:

- a. "**Affiliate**" means any entity controlling, controlled by or under common control with a party, where "control" means the ownership of at least 50% of the equity or beneficial interest of the party or that entity or the right to vote for or appoint a majority of the board of directors or other governing body of the party or that entity,
- b. "**Agreement Term**" is the term of this Agreement specified in the Solution Details and further described in subsection 4 of this section,
- c. "**CRTC**" means the Canadian Radio-television and Telecommunications Commission,
- d. "**Customer**" is defined in the Solution Details,
- e. "**Customer Device**" is a wireless telecommunications device owned by the Customer, by a Permitted Affiliate, or by a Customer User, and used with the Services, such as a wireless phone, smartphone, Mike@ handset, subscriber identity module or "SIM", tablet, PC card or modem,
- f. "**Customer User**" is defined in subsection 7 of this section,
- g. "**Device Balance**" at the point a Customer Device is activated or replaced is the difference between the no-term cost of the device and the amount paid by the Customer for the device at the point of purchase, and decreases in equal monthly increments such that the Device Balance is \$0 at the end of the Device Term,
- h. "**Device Term**" is the period of time, which may extend beyond the Agreement Term, during which the Customer agrees to keep a Customer Device active on the TELUS networks and to pay a deactivation charge if the Customer Device is deactivated from the TELUS networks, and is further described in Section D,
- i. "**Effective Date**" is defined in subsection 4 of this section,
- j. "**Existing Customer Device**" means a Customer Device active on a TELUS network before the Effective Date,
- k. "**Minimum Commitment**" is defined in subsection 6 of this section,
- l. "**New Customer Device**" means a Customer Device activated on a TELUS network on or after the Effective Date and during the Agreement Term,
- m. "**No Term Device**" is defined in subsection 1.1.3 of section D,
- n. "**Permitted Affiliate**" means an Affiliate of the Customer listed as a Permitted Affiliate in the Solution Details or approved in writing by TELUS,
- o. "**Rate Plan**" is a set of charges and features for one or more of the Services, including the fixed monthly charge for access to the Service or a feature of the Service, the service features included with the fixed monthly charge, the number of minutes and megabytes included with the fixed monthly charge, and any additional charges that may apply, and "**Add Ons**" are Rate Plans for specific service features that may be added to another Rate Plan,
- p. "**Service**" means any service listed in the Solution Details,
- q. "**Services**" means all of the Services listed in the Solution Details,
- r. "**TELUS**" means TELUS Communications Inc.,
- s. "**Upgrade**" is defined in subsection 1.2 of Section D,
- t. "**Wireless Data Service**" is a wireless communications service for the receipt and transmission of messages, data and other content and for Internet access, including uploading and downloading information and other content to and from the Internet,
- u. "**Wireless Voice Service**" is a wireless communications service for the receipt and transmission of voice calls and text messages, and
- v. "**Wireless Voice and Data Services**" refers to both Wireless Voice Service and Wireless Data Service.

Other capitalized words and expressions are defined elsewhere in this Agreement.

3. Services

TELUS agrees to provide the Customer with the Services.

4. Scope and Agreement Term

This Agreement is effective, and the Agreement Term starts, when the Agreement is signed by both the Customer and TELUS (the "Effective Date"). This Agreement remains in effect until the end of the Agreement Term and any extension or renewal, unless terminated earlier. This Agreement applies to Services for all Customer Devices active on the TELUS networks before the Effective Date and all Customer Devices activated on the TELUS networks after the Effective Date and during the Agreement Term.

At the end of the Agreement Term, if the Customer has not signed a new agreement with TELUS for wireless communication services, TELUS will continue to provide the Services on a month-to-month basis after the Agreement Term on the terms and conditions in this Agreement, except that:

- a. the terms and conditions in Sections C and D relating to the activation of Customer Devices, Airtime Credits, TELUS Investments, 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,
- b. TELUS may change any of the charges for the Services and any other terms and conditions of this Agreement by giving 30 days' advance notice to the Customer,
- c. either TELUS or the Customer may terminate any Service by giving 30 days advance notice to the other, and
- d. if any Customer Device has a Device Term that extends beyond the Agreement Term, subsection 1.1 of Section C continues to apply to that Customer Device until the end of the Device Term despite subparagraph (b) above and without being subject to TELUS' rights regarding the Minimum Commitment. TELUS shall not terminate the Services for that Customer Device under subparagraph (c) above until after the Device Term.

This Agreement does not apply to the sale of any Customer Device, except to the limited extent that certain pricing terms included in this Agreement may be made available to the Customer if the Customer does purchase devices from TELUS or an authorized TELUS dealer during the Agreement Term.

5. Charges and Payment

Each month, TELUS will bill the Customer for, and the Customer shall pay, the charges for the Services as specified in this Agreement and in the Rate Plan(s) selected by the Customer for each Customer Device, and all government charges and applicable taxes relating to the Services. The billed amount is payable in full, without deduction or set off, by the due date shown on the bill. The Customer shall pay a late payment charge of 3% per month (compounded to 42.58% per year), calculated from the billing date, on any amounts not received by TELUS by the due date shown on the bill. TELUS may change the late payment charge at any time by giving 30 days' advance notice to the Customer.

If not disputed by the 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.

6. Minimum Commitment

The charges for the Services are based on the Minimum Commitment specified in the Section A-Solution Details. The "Minimum Commitment" is the number of Customer Devices that must be activated on the TELUS networks by the Commitment Date, and that must remain active on the TELUS networks during the Agreement Term. Only Customer Devices with a Rate Plan listed in Section D count towards the Minimum Commitment (each an "Active Customer Device"). If the number of Customer Devices active on the TELUS networks is less than the Minimum Commitment on or any time after the Commitment Date, TELUS will bill and the Customer shall pay a monthly charge equal to \$20 multiplied by the difference between the Minimum Commitment and the number of Active Customer Devices for each month that the Customer falls short of the Minimum Commitment.

7. Customer's Users, Affiliates and Representatives

The Services may be used by the directors, officers, employees and contractors of the Customer and of the Customer's Permitted Affiliates (the "Customer's Users", and individually, a "Customer User"). The Customer shall not, without TELUS' advance written consent

- a. permit persons other than a Customer User to use the Services or activate Services under this Agreement,
- b. permit anyone to activate Services under this Agreement for devices other than Customer Devices,
- c. resell the Services to or share the Services with any other persons,
- d. provide Internet access or any other feature of the Services to any other persons,
- e. receive a charge or benefit for the use of the Services, or

- f. use the Services for anything other than the Customer's own business use.

Only the Customer representatives listed in a notice from the Customer to TELUS are authorized to activate Services for Customer Devices under this Agreement and give instructions to TELUS regarding Services provided to the Customer's Users, including changes to Rate Plans and features, but if the Customer does not give such a notice to TELUS, TELUS may rely on the apparent authority of the Customer's Users to activate Services for Customer Devices under this Agreement and give TELUS instructions with respect to their own use of the Services.

8. Use of the Services

The Customer shall use the Services:

- a. in compliance with law, and
- b. in compliance with TELUS' Acceptable Use Policy, published at telus.com/aup, and with any other policies or rules published by TELUS or directions communicated to the Customer by TELUS.

The Customer shall not:

- a. use the Services for continuous data transmission or broadcasts, automatic data feeds or automated machine to machine connections, or for any other application or purpose that uses excessive network capacity or may otherwise adversely impact other users of TELUS' networks or services,
- b. use the Services to send any message, data or other content that is illegal, defamatory, or violates the rights of other persons,
- c. engage in any activity that could compromise the security of or disrupt or interfere with the Services, any network or computers on the Internet, or that could interfere with the services of any Internet access provider, or
- d. copy or change any signalling, identification or transmission function or component of the Services or any Customer Device or equipment used with the Services, including the MIN, ESN, APN, IMEI, IMSI, MSISDN, domain name and other numbers or authentication information, or permit anyone other than an authorized TELUS representative to do so.

9. Other Customer Responsibilities

The Customer is responsible and will be liable to TELUS for:

- a. all access to and use of the Services, including use that breaches this Agreement, by any person through the Customer Devices or any other device if the Customer has permitted Services for that device to be activated under this Agreement,
- b. all charges for the use of the Services arising from a lost or stolen Customer Device up to the time that the loss or theft is reported to TELUS customer service, and
- c. all loss and liability incurred by TELUS resulting from any claim made against TELUS in connection with the Customer's Devices or access to or use of the Services described in subparagraphs (a) or (b).

The Customer is responsible for any online purchases from another entity made using the Services through the Customer Devices and charged to the Customer's account. TELUS only provides billing services and a means of payment to other entities for online purchases, and TELUS will not be responsible for the product or service provided.

The Customer is responsible for the selection, supply, installation, configuration, maintenance, and security of all Customer Devices, applications, software, data, and services necessary for use or used in conjunction with the Services, including any maintenance and software updates necessary to meet TELUS standards that may apply in order to access and use the Services. TELUS may, at its discretion, change such standards from time to time. The Customer shall only use Customer Devices that are compatible with the Services.

10. Service Limitations and Exclusion of Warranties

Wireless telecommunications are delivered by radio waves and are subject to factors that cannot reasonably be controlled, including environmental conditions, network capacity and equipment limitations, and emergency and public safety requirements. To the extent permitted under applicable laws, TELUS does not guarantee timely, secure, error-free or uninterrupted Services or receipt of messages, data or content sent through TELUS' networks, the networks of other companies, or the Internet. TELUS makes no representations, warranties, conditions or guarantees regarding the Services (implied or statutory).

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 the Customer. TELUS may terminate a Service, or any part of a Service using unique network facilities or infrastructure, by giving at least six months' advance notice to the Customer if:

- a. TELUS is ceasing to operate the network facilities or infrastructure used to provide the Service or part of a Service, or
- b. TELUS is ceasing to provide the same service generally to its customers.

If TELUS terminates a Service or any part of a Service under this subsection and does not make an alternate service with substantially similar functionality available to the Customer on terms that include a promotional incentive to use the alternate service, the Customer will not be required to pay any deactivation, cancellation, or termination charges or any amounts for credit and investment returns as a result of the termination of the Service or any part of it, despite any other provision of this Agreement.

11. Numbers

Subject to any rights Customer may have under applicable laws and regulations, including any right to port a number to another carrier, the Customer does not own or have any property rights in any phone number or any other identifier assigned to the Customer for use with the Services, and TELUS may change any such identifiers, without liability, by giving advance notice to the Customer, where required by applicable laws or as directed by i) the CRTC, ii) the Canadian Numbering Administrator or iii) other third party numbering authority.

12. Coverage Areas and Roaming

The Services are provided within TELUS' coverage areas, which include most populated areas in Canada. Outside of Canada, TELUS provides access to roaming service provided by other service providers. TELUS' coverage areas and roaming coverage areas depend on the availability of network facilities and may change from time to time without notice.

When a Customer User or any person using a Customer Device is roaming outside of Canada, the Customer is responsible for all applicable roaming charges, and is subject to the terms and conditions of service (including limitations of liability) imposed by the service provider providing the roaming services. The Customer is not responsible for roaming charges that are not billed within 180 days from the date the roaming charges were incurred.

13. 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 when required by law or by a court or other lawful authority, or when necessary to enhance operating efficiencies and to protect TELUS and its customers from spam, malicious content and other unlawful activity. TELUS has the right to remove or block access to any Internet capability or data available or transmitted through the Services that TELUS, at its discretion, determines to be in breach of this Agreement.

TELUS monitors its networks to keep them running continuously. However, TELUS may temporarily suspend or restrict the Services to maintain, restore or repair a TELUS network. Also, 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 mobility.telus.com/optimization.

14. Limitation of TELUS' Liability

TELUS is not responsible for and will not be liable to the Customer for:

- a. libel, slander, defamation or the infringement of copyright arising from material or messages transmitted from the Customer's property or premises or recorded by the Customer Devices or other equipment or TELUS' equipment,
- b. damages arising from any act, default, omission, or negligence of the Customer, the Customer's Users or any other person in relation to the use or operation of Customer Devices or equipment provided by TELUS,
- c. damages arising from the transmission of material or messages over TELUS' networks on behalf of the Customer or the Customer's Users, which is in any way unlawful,
- d. any act, omission or negligence of other entities or communications systems in relation to the provision of the Services, when the facilities of such other entities or communications systems are used to establish connections to or from facilities and equipment controlled by the Customer, or
- e. in relation to content, applications, products, or services provided by other persons or entities accessed or used by the Customer or the Customer's Users when using the Services.

Neither party nor its Affiliates will be liable to the other party for any loss of profits or business, failure to realize expected savings, loss of or damage to messages, data or content, loss of good will or reputation, or for any consequential or indirect damages, arising from or relating to the Services or this Agreement. This exclusion applies even if the 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 to defend third party claim or obligations to pay liquidated damages. Except as provided below with respect to the provision of emergency services on a mandatory basis, TELUS' entire liability for all claims arising from or relating to the Services or this Agreement is limited to an amount equal to one month of charges paid by the Customer, calculated as an average over the three month period immediately preceding the first event that gave rise to any claim by the Customer against TELUS arising from or relating to the Services or this Agreement.

TELUS' liability for negligence relating to the provision of emergency services on a mandatory basis, except in cases where negligence on the part of TELUS results in physical injury, death or damage to the Customer's property or premises, is limited to the greater of 20\$ and three times the amount the Customer would otherwise be entitled to receive as a refund for the provision of defective Services under this Agreement.

These limits on liability apply to all claims in aggregate made against TELUS and its Affiliates arising from or relating to this Agreement or the Services.

The exclusions and limits on liability in this subsection:

- a. apply whether the claims were made in contract, tort (including negligence), statute, or otherwise,
- b. extend to the benefit of third party providers of audio or audiovisual programming services delivered to a Customer Device through the Services, and
- c. do not apply in cases of deliberate fault, gross negligence, anti-competitive conduct, or breach of contract resulting from gross negligence, on the part of TELUS in the provision of mandatory emergency service to the Customer.

15. Deactivation and Termination

TELUS may restrict or suspend some or all of the Services, or terminate this Agreement and deactivate all of the Customer Devices from the TELUS networks, by giving notice to the Customer, if the Customer:

- a. breaches any provision of this Agreement and does not remedy the breach within 10 days after receiving notice of the breach, or
- b. has a receiver or trustee in bankruptcy appointed for it, is the subject of bankruptcy, receivership, or liquidation proceedings that continue for 30 days, makes an assignment or takes other action for the benefit of its creditors, or is wound up or dissolved.

If Services are restricted or suspended and the reason for the restriction or suspension continues for 30 days from the date notice of the restriction or suspension was given to the Customer, TELUS may terminate this Agreement and deactivate all of the Customer Devices from the TELUS networks, by giving notice to the Customer.

On the deactivation of any Customer Device before the end of the Device Term for any reason, including a request by the Customer to port a number to another carrier, or on any termination of the Agreement before the end of the Agreement Term, the Customer shall pay TELUS (notwithstanding Article 2125 of the Civil Code of Quebec if Customer is subject to the laws of the province of Quebec):

- a. all outstanding charges for the Services (including all the charges for the full billing cycle during which the termination or the deactivation occurs), and
- b. all deactivation, cancellation, and termination charges and all amounts payable for credit and investment returns in Sections C and D,

Deactivation, cancellation, and termination charges and credit and investment returns are liquidated damages. The Customer acknowledges that such charges and amounts are a pre-estimate of the damages TELUS will sustain as a result of the early deactivation of the Customer Device, and are not a penalty.

16. Confidentiality of Customer Information

In relation to all telecommunications services provided by TELUS, unless the Customer provides express consent or disclosure is pursuant to a legal power, all information kept by TELUS regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by TELUS to anyone other than:

- a. the Customer or a person who in the reasonable judgement of TELUS is seeking the information as an agent of the Customer,
- b. another telecommunications company provided the information is required for 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,
- c. a company involved in supplying the Customer with telecommunications or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose,
- d. an agent retained by TELUS to evaluate the Customer's credit or collect the Customer's account, provided the information is required for and is to be used only for that purpose,
- e. a public authority or agent of a public authority, if in the reasonable judgement of TELUS it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information,
- f. a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of information,

- g. an Affiliate involved in supplying the Customer 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 to be used only for that purpose, or
- h. a law enforcement agency if TELUS reasonably believes that the Customer or anyone using a Customer Device is engaged in fraudulent or unlawful activities against TELUS.

Express consent may be taken to be given by the Customer where the 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 TELUS; or consent through other methods, as long as an objective documented record of the Customer consent is created by the Customer or by an independent third party.

The Customer consents to:

- a. the exchange of credit information with credit agencies and with TELUS Affiliates, including disclosure of information about the Customer's payment history with TELUS and obtaining information about the Customer's credit history,
- b. the presentation of its caller identification information when using the Services,
- c. the disclosure of Customer information to persons providing services to TELUS, for the purpose of providing the Services to the Customer, and
- d. the exchange of account and usage information with TELUS Affiliates or dealers, for the purpose of providing the Services to the Customer or offering related products and services to the Customer.

17. Confidentiality of TELUS Information

This Agreement, all information provided by TELUS to the Customer in connection with the Services or this Agreement, including communications between the Customer and TELUS in connection with the negotiation of this Agreement, the charges for the Services, and all bills sent to the Customer are confidential information of TELUS. The Customer shall not disclose any TELUS confidential information to any person other than the directors, officers, and employees of the Customer without the advance written consent of TELUS and without obtaining legally binding commitments from the person receiving the information restricting any further disclosure and protecting the confidentiality of the information. The Customer shall only use TELUS confidential information to exercise its rights or perform its obligations under this Agreement.

The obligations in this subsection do not apply to information required to be disclosed by law or by a court or other lawful authority, provided that the Customer promptly notifies TELUS of the requirement to disclose and cooperates with TELUS to limit or avoid such disclosure by any lawful means.

The obligations in this subsection will survive the expiration or termination of this Agreement for a period of three (3) years.

18. Privacy

TELUS is responsible for complying with Canadian privacy legislation (including the Personal Information Protection and Electronic Documents Act (PIPEDA) and substantially similar Canadian provincial privacy legislation) as such is applicable to TELUS in the provision of the Services under this Agreement. TELUS' commitment to the protection of personal information is further detailed in the TELUS Business Customer Privacy Policy available at www.telus.com/businessprivacy. TELUS' provision of the Services is subject to this policy. This policy may be updated by TELUS from time to time. The amended policy will be posted at the location above and notice of the change will be provided by invoice notification, email or otherwise. Unless otherwise indicated, the effective date of the amended policy will be the date of posting. The continued use of the Services by the Customer after such date will be deemed to constitute the acceptance of the amended policy. As TELUS does not have a direct contractual relationship with the Customer Users, TELUS relies on and requires the Customer to ensure that the Customer has obtained all necessary consents from such Customer Users, provided all necessary notices to Customer Users, and otherwise have all necessary authority to permit the collection, use or disclosure of Customer Users' personal information by and between the Customer and TELUS (and its suppliers).

19. Mediation and Arbitration

Any claim by a party against the other party relating to the Services or this Agreement that were not resolved between the business representatives of the parties, must be referred to private and confidential mediation and, if the claim is still not resolved, binding arbitration. 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 the Customer may owe to TELUS or to the Customer's rights to make a complaint to any administrative authority that has jurisdiction over TELUS or the Services.

An arbitration decision will be final and binding on the parties, and the parties will have no rights of appeal. The decision may be enforced by court proceedings.

20. General

Interpretation. The headings in this Agreement do 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".

Assignment. The Customer shall not assign this Agreement or any part of it without the advance 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 information, communications or technology products or services, including 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 enures to the benefit of and binds the successors and permitted assigns of TELUS and the Customer.

Relationship. This Agreement does not create or imply any agency, partnership, or other joint relationship between the parties, and does not authorize either party to bind or obligate the other in any way.

Force Majeure. TELUS is not responsible for the performance of, or 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, pandemics, natural disasters, or other catastrophes or events beyond TELUS' reasonable control.

Severability. If any part of this Agreement is void, prohibited or unenforceable, this Agreement is to be construed as if that part had never been part of the Agreement.

No Waiver. The failure of the Customer or TELUS to exercise any right under this Agreement, or to insist upon strict or full performance of the obligations under this Agreement, does not constitute a waiver or relinquishment of any provision of this Agreement. To bind a party, any such waiver must be express and in writing signed by that party. The rights of the parties under this Agreement are cumulative and not alternative.

Survival. Provisions of this Agreement that expressly or by their nature extend beyond the termination of this Agreement survive any termination of this Agreement.

Law. If any provision of this Agreement is prohibited by or contravenes any CRTC order or decision, that provision applies only to the extent permitted by the order or decision. TELUS may change any terms and conditions of this Agreement, by giving 30 days advance notice to the Customer, to comply with any CRTC order or decision or when otherwise required by law or by a court or other lawful authority. 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 is subject to and is to be 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 will be in that province.

Notices. Unless explicitly provided otherwise in this Agreement, to be effective, notices under this Agreement and notices of and requests for mediation and arbitration must be given in writing to the other party's notice address by commercial courier with proof of delivery, fax, personal delivery, email or registered mail. The Customer's notice address, email and fax number are its billing address and fax number in the Solution Details. TELUS' notice address and fax number for any notice of or request for mediation or arbitration is 510 W Georgia Street, 7th floor, Vancouver B.C. V6B 0M3, 604 439-1261, and for all other notices is 25 York Street, 23rd Floor, Toronto ON M5J 2V5, Attention: Manager, Wireless Offer House, TELUS Business Solutions. Notices and requests delivered personally, by email, or by commercial courier or fax will be deemed to have been received on the day of delivery. Notices and requests sent by registered mail will be deemed to have been received four days (excluding Saturdays, Sundays and statutory holidays) after the date of mailing.

Entire Agreement. Any terms and conditions in a purchase order or other similar document issued by the Customer in relation to any Services that are different from or in addition to those in this Agreement do not bind and are rejected by TELUS. This Agreement forms the entire agreement between the Customer and TELUS, and supersedes all written and oral communications and agreements between them, concerning the Services made before this Agreement came into effect. Changes to this Agreement must be agreed to in writing and signed by parties to be effective, except as stated elsewhere in this Agreement.

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 Terms and Conditions

1. Wireless Voice and Data Services

The Service Terms and Conditions in this subsection apply to the Wireless Voice and Data Services provided to the Customer.

1.1 Rate Plans

The Customer shall subscribe to a Rate Plan in Section D, and may subscribe to additional optional Rate Plans, for each Customer Device active on the TELUS networks. TELUS Rate Plans are designed for Wireless Voice Service ("**Voice Plans**"), for Wireless Data Service ("**Data Plans**"), or for Wireless Voice and Data Services ("**Voice and Data Plans**"). If the Rate Plan or Rate Plans subscribed to do not include a service or feature for which a Customer Device is actually used, the Customer shall pay for the use of the service or feature at TELUS' standard pay-per-use charges in effect at the time of use. The Customer shall, during the Device Term, subscribe to a Voice and Data Plan for each Customer Device that is a smartphone.

Unless stated otherwise in Section D, the Customer may subscribe to the Rate Plans in this Agreement as of the Effective Date. The Customer must request that the Rate Plans applicable to each Existing Customer Device be changed to a Rate Plan in Section D by the Commitment Date for those devices to be counted towards the Minimum Commitment. After receiving a written request from Customer, TELUS will migrate the Customer's devices to the new Rate Plans. The length of time required to complete the migration will depend on the number of devices changing rate plans.

Subject to TELUS' rights regarding the Minimum Commitment in subsection 6 of Section B, during the Agreement Term and during the Device Term applicable to each Customer Device, TELUS shall not change the basic monthly charge in any Rate Plan (including any Add-on or Package) or the number of minutes, amount of data, or features included in the basic monthly charge. TELUS may change other charges, apply additional charges, or do both provided that:

- a. TELUS communicates the change or additional charge to the Customer at least 30 days in advance by email to the Customer's email address in the Solution Details, by a message on a bill sent to the Customer, or by other written communication sent to the Customer's billing address, and
- b. the change or additional charge applies generally to TELUS corporate customers using the same service.

The basic monthly charge in a Rate Plan is the fixed monthly charge that provides access to the Service, and in an Add-on or Package is the fixed monthly charge that provides access to the feature. The basic monthly charge does not include additional charges in a Rate Plan for any features not included in the basic monthly charge, any E911 charges, any SAF (if applicable), any taxes, government charges, or any other charges.

TELUS offers Enhanced 911 with the Wireless Voice Service. See details at <http://www.telus.com/e911>. A monthly Enhanced 911 access charge ("**E911 charge**") will apply to a Customer Device if specified in Section D for the Rate Plan subscribed to for that Customer Device. The amount of the E911 charge, as at the Effective Date, is specified in Section D, but the amount of the E911 charge may change without notice to the Customer. Additional 911 access charges will apply to Customer Devices billed in provinces with legislation imposing 911 access charges and requiring TELUS to collect the charges on behalf of the provincial government.

1.2 Charges on Deactivation

The deactivation charge payable for each Customer Device deactivated before the end of the associated Device Term is equal to the sum of: (i) the outstanding Device Balance; (ii) the charge payable by the Customer for return of any Airtime Credit as described in Section D plus (iii) a charge of \$100.

1.3 Account Management Portal

TELUS may provide the Customer with tools, through a web-based portal, to assist the Customer with managing its account with TELUS and the use of the Services. The Customer shall maintain the confidentiality of all log-in names and passwords used to access the Customer's account through this portal and is responsible for all use of the portal by anyone using those log-in names and passwords. TELUS may, at its discretion and without any liability, change or delete any part of the portal or the tools available through it, or suspend or revoke the Customer's access to the portal to prevent any improper use of or unauthorized access to the portal.

1.4 Changes

During the Agreement Term and any Device Term, the Customer may change the Rate Plan applicable to a Customer Device as long as the fixed monthly charge of the new Rate Plan is equal to or greater than the applicable Minimum Spend Commitment (as such term is defined in Section D).

The Customer may change the Rate Plan applicable to a Customer Device to a Rate Plan with a fixed monthly charge lower than the applicable Minimum Spend Commitment, as long as the Customer pays TELUS: (i) the outstanding Device Balance at the time of the

change and (ii) the charge payable by the Customer for return of any Airtime Credit as described in Section D, as if such Customer Device has been deactivated before the end of the associated Device Term at the time of the change.

If a Customer changes a Rate Plan or makes any other changes to the Services that are not documented by TELUS in an amendment to this Agreement at the time of the change, the Customer's use of the Services after such changes are made shall be governed by this Agreement. Payment by the Customer of the charges billed after such changes are made shall constitute the Customer's acceptance of any change to the charges resulting from such changes.

1.5 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.

1.6 Repair Service

The Customer may request to have eligible Customer Devices repaired by TELUS via its Affiliate, Mobile Klinik, during the Agreement Term (the "**Repair Service**"). The terms and conditions applicable to the Repair Service are found at www.TELUS.com/repairserviceterms ("**Repair Service Terms**"). TELUS' provision, and Customer's receipt, of the Repair Service is subject to, and governed by, the Repair Service Terms. The Repair Service Terms may be updated by TELUS from time to time. The amended Repair Service Terms will be posted at the location above and notice of the change will be provided by invoice notification, email or otherwise. Unless otherwise indicated, the effective date of the amended Repair Service Terms will be the date of posting. The continued use of the Repair Service by the Customer after such date will be deemed to constitute the acceptance of the amended Repair Service Terms. By signing this Agreement, the Customer accepts and agrees to the terms of the Repair Service Terms.

2. TELUS IQ Service

The Service Terms and Conditions in this subsection apply to the TELUS IQ Service and the TELUS IQ Premium Service (if applicable) provided to the Customer. For clarity, references to the TELUS IQ Service in this subsection shall refer to both the TELUS IQ Service and the TELUS IQ Premium Service.

2.1 Description of the TELUS IQ Service

TELUS shall grant Customer access to the TELUS IQ Service, which is a hosted platform that may be used by the Customer solely for the management of the Customer's mobility services (the "**TELUS IQ Service**"). The TELUS IQ Service includes the following platform applications ("**Platform Apps**"): online procurement, account management, data usage visibility, data usage dashboards and reporting, and data usage alerts.

TELUS IQ Premium Service is available for an additional charge should the Customer require additional management capabilities. Subject to the payment of an additional monthly charge per Customer Device, TELUS IQ Premium Service provides the Customer with additional platform applications, including but not limited to TELUS IQ Service organization hierarchy management, asset management, and approval workflow ("**Additional Platform Apps**").

A Customer subscribed to the TELUS IQ Premium Service may also subscribe to TELUS IQ analytics as an optional annual add-on that includes enhanced reporting (the "**TELUS IQ Analytics License**"), subject to the payment of an additional non-refundable annual charge for each TELUS IQ Analytics License. The TELUS IQ Analytics License will renew automatically upon expiration for a new annual term, unless cancelled by Customer by providing a 30-day notice prior to the renewal date.

The Platform Apps and Additional Platform Apps may be renamed, consolidated, updated, or otherwise modified from time to time at TELUS' discretion and without notice. The Platform Apps' and Additional Platform Apps features are subject to TELUS' specifications and documentation, which may also be updated from time to time at TELUS' discretion and without notice. TELUS reserves the right to move Platform Apps and Additional Platform Apps between TELUS IQ Service and TELUS IQ Premium Service, at its sole discretion, upon providing notice.

2.2 Customer Responsibilities

To subscribe to, and take advantage of, the Corporate Offering and Rate Plans in Section D hereof, the Customer is required to use the TELUS IQ Service to activate, renew and manage all Customer Devices, unless Customer is subscribed to the Managed IQ Service.

As a condition to accessing and using the TELUS IQ Service, the Customer covenants that it will:

- a. if and to the extent required, obtain the consent of each Customer User prior to porting such Customer User's phone number(s) to TELUS, and upon TELUS' request, it will also provide confirmation to TELUS that it has obtained such consent(s),
- b. provide, at the Customer's sole cost and expense, all workstations, data services and network connectivity required for the Customer to access and use the TELUS IQ Service with the Customer's own devices and applications,

- c. comply with any and all security, registration, access and use requirements imposed by TELUS,
- d. use commercially reasonable efforts to prevent unauthorized access to, or use of, the TELUS IQ Service, and notify TELUS immediately of any unauthorized access or use of which the Customer becomes aware,
- e. provide basic support to its Customer Users,
- f. comply with all applicable laws when using the TELUS IQ Service,
- g. not use the TELUS IQ Service for the purpose of creating or enhancing a solution competitive to the TELUS IQ Service,
- h. not knowingly use the TELUS IQ Service in a manner that infringes on the intellectual property rights of TELUS or a third party,
- i. not use language that is harmful, threatening, abusive, defamatory, vulgar, obscene, libelous, or similarly offensive as part of the data usage alerts of the TELUS IQ Service, and
- j. not knowingly violate or attempt to violate the security of the TELUS IQ Service.

TELUS may suspend the provision of the TELUS IQ Service in the event of an actual, threatened or suspected violation of the Service Terms and Conditions by the Customer or a Customer User, and TELUS shall give the Customer notice of such suspension as soon as reasonably practical (except in the case of an emergency). TELUS reserves the right to monitor the TELUS IQ Service at any and all times to facilitate compliance with these Service Terms and Conditions, but it is not obligated to do so. The Customer consents to the processing and storage of information necessary to provide the TELUS IQ Service at TELUS' data centers.

As a condition to using the TELUS IQ Service, each administrative Customer User of the TELUS IQ Service is required to register with TELUS and select a unique password and user name ("User ID"). The Customer shall ensure that each such Customer User provides TELUS with accurate, complete and updated registration information. A Customer User may not:

- (i) select or use as a User ID a name of another person with the intent to impersonate that person, or
- (ii) use as a User ID a name subject to any rights of a person other than such Customer User without appropriate authorization.

The Customer is responsible and will be liable to TELUS for all access to and use of the TELUS IQ Services, including use that breaches this Agreement, by any person through the Customer's equipment, software or services or by any person using any Customer credentials or permissions necessary to access or use the TELUS IQ Service.

2.3 Exclusion of Warranties

The TELUS IQ Service is not guaranteed or warranted as uninterrupted or error free, and it may be temporarily unavailable for maintenance or causes beyond TELUS' control.

TELUS reserves the right to terminate the TELUS IQ Service at its discretion at any time during the Agreement Term, provided that it provides the Customer with an alternative solution with substantially similar functionality to the TELUS IQ Service.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, TELUS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TELUS HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

2.4 TELUS' Property Rights for TELUS IQ Service

Title to, ownership of, and all intellectual property rights in, any facilities, equipment, software, systems, processes and documentation used to provide the TELUS IQ Service ("Service Components") will be and remain with TELUS, or its suppliers and licensors. Unless expressly stated elsewhere in this Agreement, this Agreement does not grant to the Customer any intellectual property or other rights or licenses in or to any Service Components.

2.5 Customer Information

The Customer consents to, and shall obtain any and all necessary consents from its Customer Users to, the access, use, transit and storage by TELUS of certain information for the purposes of providing the TELUS IQ Services and if applicable, any Managed IQ Service, including, without limitation, the Customer's name, address, billing account number and invoice file, the Customer administrator's name and email, and the Customer's Users' name, shipping address, phone numbers, email, devices, rate plans, features and respective usage.

3. Managed IQ Service

The Service Terms and Conditions in this subsection apply to the Managed IQ Service.

3.1 Definitions

In this subsection:

"Business Hours" means Monday through Friday from 9:00 AM to 5:00 PM Local Canadian Time Zone for English speaking support and 9:00 AM to 5:00 PM Eastern Time for French speaking support, excluding statutory and TELUS observed holidays,

"Customer Property" means any software, specifications, information, data or material of Customer provided by Customer to TELUS,

"Customer Telecommunications Administrator(s)" means individual(s) authenticated as described below who are authorized by the Customer to communicate with TELUS for the purposes of managing the Customer Devices,

"Interactive voice response" or **"IVR"** is a technology that allows a computer to interact with humans through the use of voice and DTMF tones input via keypad,

"Other Carrier(s)" means any domestic or international mobile telecommunications service provider other than TELUS,

"Procurement Support" means helpdesk or portal support for account related updates which typically include: purchase of new Customer Devices and services, purchase of wireless service add-ons like travel passports or data top-ups and Customer Device repair support,

"Project" means any project which is out of scope of the Managed IQ Services or a change to Managed IQ Services that TELUS deems to be a Project, and documented in the form of a SOW,

"SOW" or **"Statement of Work"** is a document that TELUS creates for the Customer, which describes changes to the Managed IQ Services or additional products or services that TELUS may provide under the Agreement,

"Value Added Reseller (VAR)" is a person or organization that adds features or services to an existing product, then resells it as an integrated product or complete "turn-key" solution, and

"TELUS Managed IQ Service Helpdesk" a toll-free number available to the Customer's Telecommunications Administrators for support during Business Hours.

3.2 Authentication of Customer Telecommunications Administrators

Customer will provide TELUS with a list of Customer Telecommunications Administrators. If an individual calling the TELUS Managed IQ Service Helpdesk is not entered into the TELUS system as a Customer Telecommunications Administrator, TELUS will authenticate such individual by asking for the PIN Number that is assigned to the Customer account. Upon successful identification of such PIN, TELUS will treat such individual as a Customer Telecommunications Administrator and add such individual to the list of Customer Telecommunications Administrator. TELUS will only be required to provide support to Customer Telecommunications Administrator(s) or representatives of the Customer who have provided the correct PIN Number during the authentication process by TELUS.

3.3 General Service Description

Managed IQ Service provides Procurement Support to the Customer Telecommunications Administrators with respect to the Customer Devices by providing (i) a single point of contact for Procurement Support requests related to the Customer Devices, and (ii) the TELUS Managed IQ Service Helpdesk for support during Business Hours.

3.4 Device Failure

TELUS Managed IQ Service Helpdesk will assist the Customer Telecommunications Administrator to determine if the Customer Device is within the warranty period if the warranty status is unknown by the Customer Telecommunications Administrator. If the Customer Device is purchased from TELUS:

- a. within the warranty period, TELUS will contact and coordinate with the applicable Original Equipment Manufacturer(s) on behalf of the Customer to initiate the manufacturer warranty process; for greater clarity, the Customer is responsible for any charges that may be incurred from any third parties other than TELUS, or
- b. If the Customer Device is out of warranty, and if the cost of the repair work is estimated as less than \$250, the device will be repaired and the customer invoiced for the cost of the repair. If the cost of the repair work is estimated as greater than \$250, TELUS will obtain a quotation for the repair services and will provide that quotation to the Customer for approval.

3.5 Lost or Stolen Devices

Upon receiving a report of a lost or stolen Customer Device from the Customer Telecommunications Administrator, the TELUS Managed IQ Service Helpdesk will log a service ticket. TELUS Managed IQ Service Helpdesk will suspend the Customer Device (but not deactivate the line) and/or take such further reasonable action as may be instructed by the Customer Telecommunications Administrator with respect to the lost or stolen device.

3.6 Customer Responsibilities

The Customer is responsible for:

- a. internal IVR changes, if required,
- b. training the Customer Telecommunications Administrators on how to access the Managed IQ Service, and
- c. notifying TELUS in writing of any changes to the list of Customer Telecommunications Administrators promptly.

The Customer is liable for any and all changes made by the Customer Telecommunications Administrators, including but not limited to any purchase of equipment or ordering of services from TELUS. Any such changes will be deemed to be an amendment to this Agreement.

3.7 Service Exclusions

TELUS will not provide the Managed IQ Service if:

- a. an individual requesting the Managed IQ Service cannot be authenticated as a Customer Telecommunications Administrator as described above,
- b. any payment due to TELUS pursuant to this Agreement has not been made, or
- c. the Customer is in material default of any provision of this Agreement.

3.8 Charges

The charges for the Managed IQ Service are based on the Minimum Commitment and include:

- a. a fixed monthly recurring charge per Customer Device included in the monthly plan rate of a Rate Plan detailed in Section D, and
- b. any additional one-time charges and recurring charges as mutually agreed to pursuant to a SOW.

3.9 Authorization and Use of Customer Property

Customer represents and warrants that (a) it has the right to provide TELUS with the Customer Property for the provision of the Managed IQ Service, and (b) possession and use of the Customer Property by TELUS and/or its agents or subcontractors under the terms and conditions of this Agreement will not constitute a violation of confidentiality between Customer and any third party (including Other Carriers) or an infringement upon any patent, copyright, trade secret, or other intellectual property right of any third party.

3.10 Confidentiality

Customer consents to, and shall obtain any and all necessary consents from its Customer Users to, TELUS' disclosure to its agents, subcontractors or third party service providers of certain information about the Customer and the Customer Users for the purposes of providing the Managed IQ Service, including, without limitation, the Customer's name, address, business account number ("BAN") and invoice file, the Customer Telecommunications Administrator's name and email, and the Customer's Users' phone numbers, rate plans, features and respective usage.

3.11 Privacy

The parties acknowledge that the provision of the Managed IQ Service by TELUS to Customer under this Agreement may require the collection, use and disclosure of Customer Users' personal information. The parties further acknowledge and agree that Customer may permit Customer Users to use the Managed IQ Service provided by TELUS under this Agreement and that such use may result in TELUS storing personal information or records of some communications from or to such Customer Users for the fulfillment of TELUS' business purposes.

Customer represents and warrants that it has obtained all necessary consents from such Customer Users, and has provided them with all necessary notices, to permit the collection, use or disclosure of such records by and between the Customer and TELUS. Customer agrees to defend, indemnify, and hold TELUS harmless from and against any and all liability, damages, loss or expense incurred by TELUS as a result of any claim brought against TELUS or its agents or subcontractors to the extent such claim is related to the collection, use or disclosure of such records in a manner authorized or requested by Customer.

3.12 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 Managed IQ Service provided to Customer, or with any data, software, or Customer Device or other devices (including Customer Devices) used by any person with the Managed IQ Service, even if such use is unauthorized.

4. ESChat Service

The Service Terms and Conditions in this subsection apply to the ESChat Service provided by TELUS to the Customer.

4.1 Definitions

"**End User Data**" means any data related to Customer's Users available in connection with the ESChat Service whether personally identifiable to such Customer User or not, regardless of type, amount or nature of information or the means by which it is obtained.

"**ESChat Provider**" means TELUS or a third-party provider of the ESChat Service.

4.2 Service Description

ESChat service is a push-to-talk «SaaS» solution that includes AES-256 encrypted «push to talk» (PTT) voice and multimedia (text and image) messaging (the "**ESChat Service**"). ESChat Service also provides live and historical (bread crumb) tracking and mapping

ESChat Service allows Customer Users to communicate on a 1:1 ad hoc and group basis. ESChat provides distinct talk group types customized to fill a particular mission. Talk groups range from the basic «Nextel» type group, to, without limitation, groups for surveillance, command, dispatch, unicast, emergency broadcast.

The Customer will manage the ESChat Service using a web based administrative portal (WBAP). All WBAP configurations will be sent to the ESChat Service Customer Devices over the air (OTA). The ESChat Service includes an application for: i) Android smartphones and tablets; ii) iPhone, iPad and iPod devices; and iii) personal computers running Microsoft Windows 7, Windows 8 or Windows 10.

TELUS reserves the right to change the ESChat Service's functionality and/or third party provider at its discretion at any time during the Agreement Term. The Customer acknowledges that any change in the third party provider may also result in modification of the ESChat Service.

4.3 TELUS Responsibilities

TELUS is responsible for the following activities related to the implementation of the ESChat Service:

- a. Setup Customer account on ESChat portal;
- b. Purchase licenses on behalf of the Customer;
- c. Initial setup of talk groups as per Customer specifications;
- d. Provision, stage and kit Customer Devices (when applicable); and
- e. Ship Customer Devices to Customer (when applicable).

4.4 Support

TELUS will provide support via email and/or telephone to the ESChat account administrator(s) designated by the Customer. TELUS will not provide Customer Users support for the ESChat Service.

TELUS will provide troubleshooting support to a designated Customer administrator. This includes troubleshooting methods such as verifying data connectivity issues, resolving username and password problems, uninstalling/reinstalling ESChat Service, verification of proper device and software setup, and assistance with navigating around application menus. If unable to resolve the issue, TELUS will forward a trouble ticket with all relevant information to the ESChat Provider who will communicate with the Customer to provide level 3 support on the reported unresolved incidents or problems with the ESChat Service.

4.5 Service Exclusions

Unless expressly stipulated herein, TELUS does not provide any other service, and is not responsible for day-to-day management of Customer ESChat Service profile, management of licenses and other activities related to day to day management of the ESChat Service.

4.6 Customer Responsibilities

As a condition to accessing and using the ESChat Service, the Customer covenants that it will:

- a. designate an account administrator that will be the single point of contact for the ESChat Service;
- b. register with the ESChat provider and ensure that the Customer's Users are assigned a unique user name and password to access the ESChat Service;
- c. provide, at the Customer's sole cost and expense, all workstations, data services and network connectivity required for the Customer to access and use the ESChat Service with the Customer's own devices and applications;
- d. comply with any and all security, registration, access and use requirements communicated by TELUS ;
- e. provide the first level of technical support to Customer Users;
- f. comply with all applicable laws when using the ESChat Service;
- g. immediately notify TELUS of any unauthorized use of the Customer's account or the ESChat Service or of any other breach of security, and shall provide reasonable assistance to TELUS, as requested, to stop and/or remedy any breach of security;
- h. not do or attempt to do, or knowingly permit any of the Customer's Users to do or attempt to do, any of the following: (i) possess, download or copy the ESChat Service or copy the user guides for the use of the ESChat Service; (ii) view, read, access or print any of the source code or object code; (iii) modify, port, adapt or create derivative works of the ESChat Service; (iv) reverse compile, reverse assemble or disassemble the source code or object code or other runtime objects or files related to the ESChat Service or otherwise reverse engineer, modify or copy the look and feel, functionality or user interface of any portion of the ESChat Service; (v) rent, lease, distribute (or redistribute), or license, provide or otherwise make available the ESChat Service, in any form, to any third party, other than Customer's Users (including in any service bureau or similar environment); (vi) share access to the ESChat Service with third parties other than Customer's Users; (vii) create any "links" to or "frame" or "mirror of the ESChat Service or any portion thereof; (viii) defeat, disable or circumvent any protection mechanism related to the ESChat Service; and
- i. not violate or attempt to violate the security of the ESChat Provider's networks or servers, including (i) access data not intended for Customer or log into a server or account which Customer is not authorized to access; (ii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper written request and authorization; or (iii) knowingly interfere with service to any of the ESChat Provider's other users, host or network, including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing.

4.7 Customization

Additional services and customizations to the ESChat Service are available at additional cost to the Customer. If the Customer requests customization to the ESChat Service, the customizations will be more specifically described in a statement of work that will be prepared by TELUS and approved by the Customer, and that will set out the additional charges payable by the Customer and detailed specifications for the ESChat Service, and may include other requirements or responsibilities of either TELUS or the Customer in relation to such ESChat Service. When approved and signed by TELUS and the Customer, the statement of work will form part of this Agreement.

4.8 Charges

ESChat Service will be charged as a fixed monthly charge for each Customer User requiring an ESChat Service license. TELUS will also charge any additional one-time charges set out in a related statement of work.

4.9 Consent to Share End User Data to the ESChat Provider

The Customer agrees that the records referred to under subsection 18 Privacy of Section B include the account and usage information of the Customer and the End User Data provided to the ESChat Provider for the purposes of providing the ESChat Service and that the consent obtained from Customer Users extends to those documents and to the ESChat Provider, as applicable.

4.10 Exclusions of Warranties

The Customer acknowledges that portions of the ESChat Service are provided by a third party provider and that the limitation of liability under the Agreement extend to the ESChat Provider, as applicable. The Customer acknowledges that ESChat Service may be temporarily unavailable, including for maintenance or causes beyond TELUS' control or of the ESChat Provider.

5. Secure IP Anywhere Service

The Service Terms and Conditions in this subsection apply to the Secure IP Anywhere Service provided to the Customer.

5.1 General Service Description

Secure IP Anywhere Service consists of two components:

- a. MPLS IP Wireless Service, and

b. WAN L3 VPN Access Connection.

Secure IP Anywhere Service provides a wireless connection from Customer Devices through the TELUS core network to the Customer's local area network or networks ("LAN(s)"), and also provides interconnection, through the TELUS core network, of the Customer's geographically disparate LAN(s), located at Customer sites in different metropolitan areas. The wireless connection from the Customer Devices to the TELUS core network (the "MPLS IP Wireless Service") is provisioned using TELUS' LTE wireless high speed network, and Secure IP Anywhere Service is only available with Wireless Data Service using TELUS' or LTE wireless high speed network.

The connection from the Customer's LAN to the TELUS core network (the "WAN L3 VPN Access Connection"), is provisioned using the Internet Protocol ("IP") for routing between sites in a unique wide area network ("WAN") plan.

The Secure IP Anywhere Service will be provisioned in accordance with IP addressing and routing standards, and will support routing to unique, TELUS provided or Customer provided public IP addresses, or to TELUS provided or Customer provided private IP addresses.

The Secure IP Anywhere Service will only be provided using customer interface units provided by TELUS and is not available where the Customer wishes to provide its own interface unit.

5.2 MPLS IP Wireless Service

5.2.1 Billing

All one-time charges for the Secure IP Anywhere Service referred to herein and all fixed monthly recurring charges for each Customer Device will be included on the TELUS bill to the Customer for Wireless Voice and Data Services, and all monthly charges for the WAN L3 VPN Access Connections will be included on a separate TELUS bill to the Customer, which bill may include charges for other TELUS services.

5.2.2 MPLS IP Wireless Service Level Objectives and Service Level Agreements

Service Level Objectives and Service Level Agreements subscribed to by the Customer (if any) pursuant to this Agreement for Wireless Voice and Data Services only apply to the MPLS IP Wireless Service and do not apply end-to-end from the Customer Device to the CIU (defined in subsection 4.3 below). The terms and conditions in this Agreement that apply to Wireless Voice and Data Services apply to the MPLS IP Wireless Service and all use of the Wireless Voice and Data Services in conjunction with the MPLS IP Wireless Service, including terms and conditions relating to Service Level Objectives and Service Level Agreements.

5.3 WAN L3 VPN Access Connection

The terms and conditions in this subsection 4.3 apply only to the WAN L3 VPN Access Connection.

The WAN L3 VPN Access Connection provides a 300 MBPS maximum speed per Customer, and is provisioned on a site-by-site basis, using a service facility from the TELUS point of presence to each service address specified in the Solution Details (the "Customer Site"), terminating on a TELUS-provided customer interface unit ("CIU") located in the master telephone room at the Customer Site. In-building Service Components (defined below) required to install the WAN L3 VPN Access Connection at that Customer Site will be included to a maximum of \$2,000. Optionally, the CIU may be located elsewhere within the building using Customer-provided in-building service components.

The CIU will be equipped with one port for connection to the Customer's LAN equipment. The Service Demarcation for the WAN L3 VPN Access Connection will be at the LAN interface port on the CIU. The port type used for each WAN L3 VPN Access Connection is a 100BaseT-FDX.

WAN L3 VPN Services are quality of service enabled. Enhanced or "Assured Forwarding" Quality of Service ("QoS") allows the Customer to separate and prioritize its network traffic among three different traffic priority classes ("Assured Forwarding Classes" or "AF Classes", and each priority class is numbered 1, 2 or 3) and determine a weighting for each AF Class. Traffic on the WAN L3 VPN Access Connection will be prioritized according to the weighting for each AF Class determined by the Customer, except where technical limitations require the use of a standard weighting determined by TELUS.

5.3.1 Customer Responsibilities

TELUS will install and maintain the Service Components required to provide WAN L3 VPN Access Connection to the legal boundary of the Customer Site.

The Customer shall be responsible for obtaining at its sole cost all rights-of-way, permissions and/or third party consents required to permit TELUS to install and maintain the Service Components from the legal boundary of each Customer Site to the Service Demarcation and to the Customer's premises at the Customer Site, including the consent of the Customer's landlord or building owner.

The Customer shall be responsible for satisfying all requirements imposed by a building's design or by building management as it applies to installation of the WAN L3 VPN Access Connection or the Service Components, including the payment of any additional fees, conduit installation, design submissions, and installation approvals.

Additional one-time charges may apply for unforeseen additional costs incurred by TELUS in relation to the installation of the WAN L3 VPN Access Connection at a particular Customer Site. If the Customer does not accept payment responsibility for such charges, this Agreement as it applies to the WAN L3 VPN Access Connection to, and the Secure IP Anywhere Services at, that Customer Site will be deemed to be terminated without any obligation by the Customer to pay early termination charges, and TELUS will have no liability to the Customer for such termination.

For greater certainty, termination of the WAN L3 VPN Access Connection to, and the Secure IP Anywhere Services at, a specific Customer Site pursuant to the provisions of this paragraph, shall not affect or terminate the provision of Secure IP Anywhere Services at any other Customer Sites.

The Customer shall, at its cost, prepare the Customer Site for the installation of the WAN L3 VPN Access Connection, including any Service Components, in accordance with TELUS' reasonable instructions.

The Customer is responsible for any additional installation costs incurred by TELUS as a result of the Customer's failure to comply with such instructions. Changes in the environment or location of any Service Components at the Customer Site will require the prior written consent of TELUS.

The Customer grants TELUS access to the Customer's premises at the Customer Site to install and maintain the WAN L3 VPN Access Connection and the Service Components. TELUS shall not be responsible for any delays, interruptions in the WAN L3 VPN Access Connection, damages or costs that may result if TELUS is unable to obtain access to the Customer Site. The Customer is responsible for the care and protection of any Service Components installed on the Customer's premises, and is liable to TELUS for all loss or damage, other than ordinary wear and tear, to such Service Components.

The Customer is responsible to ensure non-conflicting protocol address practices are maintained within the Customer's network plan. If TELUS provides the IP addresses to the Customer, these addresses shall be governed by TELUS' address policy. If the Customer provides a private or public IP address, the Customer must assign one IP address for use as the IP address of the CIU, and must also set that address as the default gateway for every device at that Customer Site. Customer-provided IP addresses must not conflict with any internal TELUS IP addresses and in the event of any conflict, the Customer must provide another IP address.

5.3.2 Relocation

The WAN L3 VPN Access Connection cannot be moved from a Customer Site to another location. To relocate the WAN L3 VPN Access Connection, the Customer must terminate the WAN L3 VPN Connection at the Customer Site, termination charges will become payable, and the Customer must sign an amendment to this Agreement or a new contract providing for a WAN L3 VPN Connection at the new Customer site, and pay applicable installation charges.

5.3.3 WAN L3 VPN Access Connection Service Levels, Service Credits and Restrictions

The Service Level Agreement described in the table below applies only to the WAN L3 VPN Access Connection, and only applies if the Customer has selected:

WAN L3 VPN Services	Coverage	Service Level Measures	Service Level Agreement
Service Availability: Time during which the WAN L3 VPN Access Connection functionality is available for use	24 x 7 including holidays	WAN L3 VPN Access Connection is considered "unavailable" if three consecutive polling attempts from TELUS' network management center to the CIU fail.	Availability target of 99.9%

TELUS shall be responsible for the installation and management of the WAN L3 VPN Access Connection up to and including the Service Demarcation, and will provide the Customer with a Service Level Credit (set out below) if the WAN L3 VPN Access Connection fails to meet the Service Level Agreement targets applicable to the specific WAN L3 VPN Access Connection, unless the failure:

- a. is caused by components in the network which are not TELUS' responsibility,
- b. is caused by the Customer,
- c. is during periods of maintenance by TELUS, or
- d. results from any event of force majeure.

Failure to comply with a Service Level Agreement target is not a breach or material default of any provision of this Agreement, and the award of Service Level Credits is the Customer's sole remedy for any such failure.

TELUS may perform maintenance on the WAN L3 VPN Access Connection when scheduled by TELUS, or at other times advised by TELUS (such advice may be given orally and without any written notice).

TELUS will apply Service Level Credits on a site-by-site, service-by-service basis in accordance with the formula defined in Table A, without specifically being requested by the Customer. The Service Level Credit shall be calculated by taking the difference between the actual Service Level achieved and the Service Level Agreement target for the applicable WAN L3 VPN Access Connection. The actual Service Level achieved is measured over a calendar month; targets are calculated based on a 30-day period. Maintenance periods and installations are excluded from calculations. The Service Level Credit is a percentage of the fixed monthly charges for the applicable WAN L3 VPN Access Connection. The maximum Service Level Credit shall be equal to 80% of the fixed monthly charges for the applicable WAN L3 VPN Access Connection. Usage and other charges will still apply.

If difference between actual Service Level achieved and Service Level target is:	Total Monthly Credit
< or = 2%	20%
>2% and < or = 4%	40%
>4% and < or = 6%	60%
>6%	80%

Table A: Service Level Credits

For example (calculations are shown on an hourly basis for clarity):

If fixed monthly charges are \$2500, and

- 100% Availability based on 720 hours per month [e.g. 30 (days) X 24 (hours per day)]
- Availability target is equal to 99.7% or 718 hours (720 hours X 99.7%).
- Actual measured Availability reflects a "down time" of 4 hours (716 hours up time) and so is calculated to equal 99.4%, [716/720 = 99.4%]
- % of Availability target missed is 0.8% [1-(716/718)] and is in the "< or =2%" credit tier, therefore:
- Actual measured Availability of 99.4% (or 4 hours down time) results in a Service Level Credit equal to 20% or \$500.

5.4 Service Limitation for Secure IP Anywhere Service

TELUS does not provide any guarantees for security of the Customer's network connected to the Internet. Customers are responsible to implement their own security policies, which may include TELUS firewall implementation.

5.5 TELUS' Property Rights for Secure IP Anywhere Service

Title, ownership of, and all intellectual property rights in, any facilities, equipment, software, systems, processes and documentation used to provide the Secure IP Anywhere Service ("Service Components") will be and remain with TELUS, or its suppliers and licensors. Unless expressly stated elsewhere in this Agreement, this Agreement does not grant to the Customer any intellectual property or other rights or licenses in or to any Service Components.

5.6 Other Customer Responsibilities

The Customer shall comply with TELUS' acceptable use policy and, where applicable, IP address policy, published at www.telus.com/aup ("AUP"). TELUS may change the AUP at any time, in its sole discretion, and publishing the changed AUP at www.telus.com will be sufficient notice of the changes to the Customer.

5.7 Charges for Secure IP Anywhere Service

Where the Customer has subscribed for the Secure IP Anywhere Service for one Customer Device within a Billing Account Number ("BAN") the Customer must subscribe for Secure IP Anywhere Service for all Customer Devices within that same BAN. All Customer Devices within a BAN must be used with either a public IP address, or a private IP address, and the IP addresses for the Customer Devices within a BAN must not be a mix of public and private IP addresses. After consultation with the Customer, TELUS shall notify the Customer of the BAN(s) for the Customer Devices that will be used by the Customer in conjunction with the Secure IP Anywhere Service.

Charges for the Secure IP Anywhere Service will include:

- a one-time \$5,000* charge for implementation of the Secure IP Anywhere Service (waived if already paid previously),
- monthly recurring charge of \$7.50 for each Customer Device, and
- a fixed monthly recurring charge for each WAN L3 VPN Access Connection.

The charges above include all usage on the WAN L3 VPN Access Connection. The charges above apply in addition to the charges for the Wireless Data Service (and any other Services) provided in respect of the Customer Devices, pursuant to and as set out in Section D and elsewhere in this Agreement, including the monthly rate plan charges.

The obligation to pay this amount applies in addition to any deactivation, cancellation or other charges that may apply on termination of the Agreement or deactivation of Customer Devices, and in addition to TELUS' rights in subsection 6 of Section B.

5.8 Static IP Address Changes

In some unavoidable cases, TELUS does not have the ability to guarantee that static IP address remains the same. IP addresses can change (with or without prior notice) when the client does technology updates as well when company billing departments do account transfer.

5.9 Termination and Termination Charges

The termination charges payable by the Customer for termination of any Secure IP Anywhere Services prior to the end of the Agreement Term are as follows.

For each Customer Site to which the WAN L3 VPN Access Connection and the Secure IP Anywhere Service is terminated, the termination charge is calculated as follows:

- a. the total fixed monthly charges for the WAN L3 VPN Access Connection described in subsection (c) above that would have been payable after the date of termination until the end of the Agreement Term (the "Total Remaining Charges"), if the WAN L3 VPN Access Connection is terminated prior to the installation of the WAN L3 VPN Access Connection, or
- b. all Total Remaining Charges if the WAN L3 VPN Access Connection is terminated during the first 12 months after the installation of the WAN L3 VPN Access Connection,
- c. 75% percent of the Total Remaining Charges if the WAN L3 VPN Access Connection is terminated between the 13th to 24th month after the installation of the WAN L3 VPN Access Connection, or
- d. 50% percent of the Total Remaining Charges if the WAN L3 VPN Access Connection is terminated between the 25th to 36th month after the installation of the WAN L3 VPN Access Connection.

For greater certainty:

- a. if the Wireless Data Service provided in respect of any Customer Devices for which Secure IP Anywhere Service is subscribed are terminated, the Secure IP Anywhere Service for those Customer Devices shall also terminate, and
- b. the termination charges described in sub-paragraphs (a) through (d) above apply only to the termination of the WAN L3 VPN Access Connection, and are payable in addition to any deactivation charges that may apply pursuant to the terms and conditions of this Agreement if the Wireless Data Service in respect of any Customer Devices subscribed to the Secure IP Anywhere Services is also terminated.

6. TELUS Network Public Safety Priority Service

The Service Terms and Conditions in this subsection apply to the TELUS Network Public Safety Priority Service provided under the Agreement ("PSPS").

6.1 Definitions

"PSPS Administrator(s)" means individual(s) who are authorized by the Customer to communicate with TELUS for the purposes of managing the Customer Devices.

"Public Safety Customer" means Department of Public Safety and Emergency Preparedness and other federal, provincial and municipal government authorities, agencies and public safety professionals when acting, and utilities and applications, when used, for the purpose of protecting and ensuring public safety jeopardized by circumstances of natural or human origin.

6.2 Service Description

PSPS is a network enabled access solution available as part of the Wireless Data Services provided to a Public Safety Customer. PSPS provides a Public Safety Customer with QCI-6 and Access Class 14 priority of access at a SIM level, securing connection to TELUS' LTE network and supplying certain Customer Users that require network prioritization to respond to emergency situations where life threatening circumstances are present with access to Wireless Data Services, even in circumstances of traffic congestion.

6.3 Charges

PSPS is charged as a fixed monthly recurring charge of \$10 per Customer Device provisioned with PSPS.

6.4 Service Limitations

PSPS is provided only to a Public Safety Customer subscribed to Wireless Data Services.

6.5 Customer Responsibilities

The Customer shall:

- (a) ensure that Customer Devices provisioned with PSPS are only provided to employees of the Public Safety Customer that require or may require network prioritization to respond to emergency situations where life threatening circumstances are present;
- (b) ensure that Customer Devices that are provisioned with PSPS are used exclusively for the official functions of the Public Safety Customer;
- (c) provide instructions to TELUS as to which Customer Devices should be provisioned with PSPS;
- (d) register with TELUS for PSPS and ensure that the Customer Devices on which PSPS will be provisioned are compatible with PSPS;
- (e) use PSPS only for the purposes set forth in, and in accordance with, all applicable laws and this Agreement, as well as security, registration, access and use requirements imposed by TELUS;
- (f) notify TELUS of its PSPS Administrator via email and/or telephone;
- (g) prevent unauthorized access to, or use of, PSPS, and immediately notify TELUS of any unauthorized use of PSPS or of any other breach of security, and provide reasonable assistance to TELUS, as requested, to stop and/or remedy any such breach;
- (h) not do or attempt to do, or knowingly permit any of its directors, officers, employees, contractors, subcontractors or agents to do or attempt to do, any of the following: (i) modify, port or adapt PSPS; (ii) provide or otherwise make available PSPS, in any form, to any third party, other than Customer's Users; or (iii) share access to PSPS with third parties other than Customer Users.

D. Corporate Offering and Rate Plans

1. Device Term and Hardware Promotions

1.1. Device Term

1.1.1 New Customer Devices

The Device Term for a New Customer Device, other than a No Term Device described in subsection 1.1.3 of this Section D, is equal to 36 months, starts on the date of activation, and extends beyond the Agreement Term.

1.1.2 Existing Customer Devices

The Device Term for an Existing Customer Device, whether the Customer Device was a new device or a replacement or upgraded device, is the remainder of the initial Device Term assigned to the Customer Device on the date of activation.

1.1.3 No Term Devices

The following Customer Devices do not have a Device Term and are referred to herein as "No Term Devices":

- a. Any Customer Device purchased at the full no-term price from TELUS or a TELUS dealer without a credit (including an Airtime Credit), subsidy, or discount from TELUS, except when subscribed to a Rate Plan that specifies a Device Term
- b. Any Customer Device that was not purchased from TELUS or a TELUS dealer and was activated or renewed on the TELUS network without an Airtime Credit or other credit or payment; and
- c. Any Customer Device where the applicable Device Term has expired or the Customer has paid all applicable charges in accordance with Section C.

The Device Balance for No Term Devices is \$0.

1.2 Upgrades

An "Upgrade" is the replacement of a Customer Device with a new device from TELUS.

The Customer may Upgrade a Customer Device at any time, subject to the following terms:

- a. the Customer will pay to TELUS the outstanding Device Balance for the Customer Device being replaced,
- b. a new Device Balance will be calculated for the replacement device, and
- c. a new Device Term of 36 months will apply to the replacement device starting on the date the replacement device is activated and may extend beyond the Agreement Term.

2. Minimum Spend Commitment

"**Minimum Spend Commitment**" means the minimum amount of fixed monthly charges that must be incurred by a Customer Device. The Minimum Spend Commitment is determined by the type of Rate Plan to which a Customer Device is subscribed at the time of the requested Rate Plan change.

Rate Plan Item	Minimum Spend Commitment
Voice Rate Plan Subsidized	\$20
Voice Rate Plan Non-Subsidized	\$10
Voice and Data Rate Plan Non-Subsidized	\$40
Voice and Data Rate Plan Subsidized	\$30
Data Rate Plan Non-Subsidized	\$10

3. Special Terms and Conditions

3.1 Promotional Hardware Pricing

A Rate Plan in Section D may include a discount or promotional price on the purchase price of a Customer Device. This discount or promotional price will apply when the Customer activates or renews a new Customer Device with the Rate Plan during the Agreement Term on a 36 month Device Term. The amount of any discount may not exceed the cost of the device and all pricing is subject to availability.

3.2 Rate Plan Eligibility

Customer Devices with a Device Balance of more than \$0 may not subscribe to a non-subsidized Rate Plan.

3.3 Vacation Disconnect Without Extension of the Device Term

The monthly charge for Vacation Disconnect is \$25 per Customer Device. This temporary rate plan accommodates Customer Devices not used for a period of time and allows Customer to suspend their service on such Customer Devices for a maximum of six months on an individual device. While on Vacation Disconnect, Service is suspended and the Device Term is not extended for the length of the disconnection. Vacation Disconnect is only available to Customer Devices who have been active on the network for a minimum of 6 months. Taxes, regulatory and other governmental charges will be added to the monthly charge.

3.4 Apple Business Manager

The Customer may enroll eligible Customer Devices in Apple Business Manager at \$0 per eligible Customer Device, subject to the terms and conditions of the program as determined by Apple. Apple Business Manager is a third party service offered by Apple, billed through TELUS, and is only available:

- a. on Apple iPhone sold by TELUS from TELUS' inventory,
- b. on corporate liable iOS devices,
- c. on new iOS activations or renewals only (existing iOS devices are not eligible),
- d. if Customer has a Mobile Device Manager (TELUS will not manage Apple Business Manager accounts), and
- e. on devices that have obtained Apple Business Manager ID directly from Apple.

4. Corporate Rate Plans and Pricing

The Rate Plans available to the Customer and Customer Users are described below.

4.1 Definitions

In this subsection:

- a. "Additional Data" means additional data within Canada, unless otherwise specified in a Rate Plan,
- b. "MHS" means mobile high speed,
- c. "MMS" means multi-media messaging service and includes video and picture messages but not SMS,
- d. "National" or "Nationwide" means within Canada,
- e. "SMS" means short messaging service and includes text messaging but not MMS,
- f. "U.S." or "U.S.A." includes the 50 states, Puerto Rico and U.S. Virgin Islands.

4.2. Rate Plan Terms

4.2.1 Monthly Charges

All charges in the Rate Plan or Add-On recur monthly unless otherwise specified. Unless otherwise explicitly set out in the Rate Plans below, additional charges will apply to usage in excess of the included minutes, data, and features in accordance with TELUS' standard pay-per-use rates in effect at the time of use.

4.2.2 Shareable Minutes and Data

Shareable minutes and data only occurs across Customer Devices activated on the same type of sharing plan on the same billing account number assigned to the Customer by TELUS ("BAN"). In order to access shared data a Rate Plan must have a data sharing feature. Unlimited minutes are not shareable. Minutes and data are consumed on a "first come, first served" basis.

4.2.3 Government Charges

Government charges (described in Section C, subsection 1.1) include the following Monthly Regulated Provincial 911 access charge per device: Alberta \$0.95, New Brunswick \$0.97, Newfoundland \$0.75, Northwest Territories \$1.70, Nova Scotia \$0.43, P.E.I. \$0.70, Quebec \$0.52, and Saskatchewan \$2.14.

4.2.4 Directory Assistance Charge

As of the Effective Date, TELUS applies a charge for Directory Assistance in addition to the Rate Plan as follows: Calls to 411 or 555-1212 will be billed \$3.50 per call, plus airtime charges under the applicable Rate Plan.

4.2.5 Call Forwarding

When included in a Rate Plan, Call Forwarding is local only. Long distance charges will apply when call forwarding to a number outside of the Customer User's local calling area, even if the Customer User's Rate Plan or Add-On includes long distance.

4.3. Rate Plans

4.3.1 Voice Rate Plan Subsidized

Name	Corporate Complete Voice US 20
Monthly Plan Rate	\$20
Included Minutes	Unlimited National and Canada to U.S.
US Voice Roaming	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25 Managed IQ Service (refer to Section C for terms of service)
Included SMS	Unlimited National and Canada to U.S.
Included MMS	Unlimited National and Canada to U.S.
Hardware Discounts	\$200 off TELUS' then current no term price on a voice device
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Not compatible with any add-ons offering preferred roaming rates in the U.S.

4.3.2 Voice Rate Plan Non-Subsidized

Name	Corporate Advantage Voice 10 w/US
Monthly Plan Rate	\$10
Included Minutes	Unlimited National and Canada to U.S.
US Voice Roaming	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25 Managed IQ Service (refer to Section C for terms of service)
Included SMS	Unlimited National and Canada to U.S.
Included MMS	Unlimited National and Canada to U.S.
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Not compatible with any add-ons offering preferred roaming rates in the U.S.
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

4.3.3 Voice and Data Rate Plans Subsidized

Name	Corporate Complete US 40
Monthly Plan Rate	\$40
Included Minutes	Unlimited National and Canada to U.S.
Included U.S. Voice Roaming Minutes	30 U.S. shareable Voice Minutes*
Additional U.S. Voice Roaming Minutes	\$0.20/Minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25 Visual Voicemail for Smartphone (available on iPhone and select Android devices) Managed IQ Service (refer to Section C for terms of service)
Included Data	7 GB shareable Canada data
Included US Data Roaming	100 MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National and Canada to U.S.
Included MMS	Unlimited National and Canada to U.S.
Hardware Discounts	\$750 off TELUS then current no term price on a smartphone
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be accessed on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. data Roaming is applicable only to U.S. data and can only be shared with U.S. data Not compatible with any add-ons offering preferred roaming rates in the U.S.

Name	Corporate Complete US 45
Monthly Plan Rate	\$45
Included Minutes	Unlimited National and Canada to U.S.
Included U.S. Voice Roaming Minutes	30 U.S. shareable Voice Minutes
Additional U.S. Voice Roaming Minutes	\$0.20/Minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25 Visual Voicemail for Smartphone (available on iPhone and select Android devices) Managed IQ Service (refer to Section C for terms of service)
Included Data	10 GB shareable Canada data
Included US Data Roaming	100 MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National and Canada to U.S.
Included MMS	Unlimited National and Canada to U.S.
Hardware Discounts	\$750 off TELUS then current no term price on a smartphone
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be accessed on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. data Roaming is applicable only to U.S. data and can only be shared with U.S. data Not compatible with any add-ons offering preferred roaming rates in the U.S.

4.3.4 Voice and Data Rate Plans Non-Subsidized

Name	Corporate Complete US 30
Monthly Plan Rate	\$30
Included Minutes	Unlimited National and Canada to U.S.
Included U.S. Voice Roaming Minutes	30 U.S. shareable Voice Minutes
Additional U.S. Voice Roaming Minutes	\$0.20/Minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25 Visual Voicemail for Smartphone (available on iPhone and select Android devices) Managed IQ Service (refer to Section C for terms of service)
Included Data	7 GB shareable Canada data
Included US Data Roaming	100 MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National and Canada to U.S.
Included MMS	Unlimited National and Canada to U.S.
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be accessed on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. data Roaming is applicable only to U.S. data and can only be shared with U.S. data Not compatible with any add-ons offering preferred roaming rates in the U.S.
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

Name	Corporate Complete US 35
Monthly Plan Rate	\$35
Included Minutes	Unlimited National and Canada to U.S.
Included U.S. Voice Roaming Minutes	30 U.S. shareable Voice Minutes
Additional U.S. Voice Roaming Minutes	\$0.20/Minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25 Visual Voicemail for Smartphone (available on iPhone and select Android devices) Managed IQ Service (refer to Section C for terms of service)
Included Data	10 GB shareable Canada data
Included US Data Roaming	100 MB shareable U.S. data
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National and Canada to U.S.
Included MMS	Unlimited National and Canada to U.S.
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be accessed on-device or tethered. Data overage and roaming fees will apply U.S. Voice Roaming includes calls originating from the U.S. and terminating in Canada or the U.S. U.S. data Roaming is applicable only to U.S. data and can only be shared with U.S. data Not compatible with any add-ons offering preferred roaming rates in the U.S.
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

4.3.5 Data Rate Plan Non-Subsidized

Name	Corporate Complete Connected Device US 10
Monthly Plan Rate	\$10
Included Data	Access to shareable Canada Data
US Data Roaming	\$0.20/MB
Included Feature	Managed IQ Service (refer to Section C for terms of service)
Terms and Conditions	No data included. Users can access shared data within the same BAN. Data can be accessed on-device or tethered. Data overage and roaming fees will apply. Not compatible with any add-ons offering preferred roaming rates in the U.S.
Hardware Subsidy	Non-subsidized: no subsidy provided on activation or renewal of hardware

4.3.6 Voice Feature

Name	ESChat PTT \$6.50
Monthly Plan Rate	\$6.50
Included Feature	Unlimited access for one user to ESChat PTT platform
Terms and Conditions	May be added to a voice, voice & data, or a data only plan See Section C for terms of service

4.3.7 Data Features

Name	Corporate Watch \$10 Access Plan
Monthly Plan Rate	\$10
Included Data	Access to shareable Canada data only
Terms and Conditions	Available as an add-on to compatible Rate Plans (for individual usage only, non-shareable). The Customer User can access the shareable minutes, shareable data and SMS included in the Customer User's Rate Plan. Voice usage, data usage and SMS not included in the Customer User's Rate Plan will be charged as per the applicable Rate Plan. May be subject to additional terms of use by Apple or TELUS. Customers on migrated MTS rate plans will not be able to activate an Apple Watch on this feature. Roaming is not available. May be combined with compatible Data Add-Ons. For clarity, no hardware subsidy is offered with this Add-On.

Name	Single Public Static IP \$10
Monthly Plan Rate	\$10
Terms and Conditions	Due to the nature of Public Static IP, Customer acknowledges that there is an increased risk for unauthorized access to the Customer Devices, which will result in charges for such access. Available as an Add-on to a Data Rate Plan only for individual users (non-shareable).

Name	Corp Adv Cdn Sh Data \$100 6GB
Monthly Plan Rate	\$100
Included Data	6 GB shareable Canada data
Terms and Conditions	Available as an Add-On to compatible Voice + Data, Tablet or Mobile High Speed rate plans only.

Name	Corporate Shared Data Add-On 15GB
Monthly Plan Rate	\$160
Included Data	15 GB shareable Canada data
Terms and Conditions	Available as an Add-On to compatible Voice + Data, Tablet or Mobile High Speed rate plans only.

Name	Corporate Shared Data Add-On 20GB
Monthly Plan Rate	\$200
Included Data	20 GB shareable Canada data
Terms and Conditions	Available as an Add-On to compatible Voice + Data, Tablet or Mobile High Speed rate plans only.

Name	Corporate Shared Data Add-On 50GB
Monthly Plan Rate	\$400
Included Data	50 GB shareable Canada data
Terms and Conditions	Available as an Add-On to compatible Voice + Data, Tablet or Mobile High Speed rate plans only.

4.3.8 U.S. Data Roaming Add-Ons

Name	Corp Adv US Sh D Rm \$250 2GB
Monthly Plan Rate	\$250
Included Data	2 GB shared U.S. Data
Terms and Conditions	Available as an add-on to compatible U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	Corp Adv US Sh D Rm \$1000 10GB
Monthly Plan Rate	\$1000
Included Data	10 GB shared U.S. Data
Terms and Conditions	Available as an add-on to compatible U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	US Roaming - Data Shared Bundle - 20GB - \$2000
Monthly Plan Rate	\$2000
Included Data	20 GB shared U.S. Data
Terms and Conditions	Available as an add-on to compatible U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

4.3.8.2 International Roaming Add-Ons

Name	Global International Roaming SMS Flex			
SMS/MMS Rate Details	Tier	Included SMS	Applicable Charges	Additional Usage
	Base	0	\$0	Auto move to tier 1
	1	250	\$7.50	\$7.50/250 SMS then \$0.50/SMS after 250,000 SMS
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>Outbound roaming SMS only. Unlimited incoming SMS are included.</p> <p>\$7.50 charge will apply as soon as the Customer User sends an outgoing SMS while roaming internationally. An additional \$7.50 charge will apply for each additional 250 SMS messages sent or part thereof up to 250,000 SMS. Additional pay per use charges will apply as described.</p> <p>Charges are not pro-rated.</p>			

Name	Major Economies International Roaming Flex			
Voice Rate Details	Tier	Included Minutes	Applicable Charges	Additional Usage
	Base	0	\$0	\$0.40/minute
Data Rate Details	Tier	Data Included	Applicable Charge	Additional Usage
	Base	0	\$0	Auto move to tier 1
	1*	300 MB	\$50*	Auto move to tier 2
	2	600 MB	\$90	Auto move to tier 3
	3	1 GB	\$150	\$150 + \$30/100 MB
Countries Included	<p>Aland Island, Albania, Andorra, Anguilla, Antigua & Barbuda, Armenia, Aruba, Australia, Austria, Azerbaijan, Bahamas, Barbados, Belarus, Belgium, Bermuda, Bosnia Herzegovina, British Virgin Islands, Bulgaria, Cayman Islands, China, Croatia, Cyprus, Czech Republic, Denmark, Dominica (Commonwealth Of), Dominican Republic, Estonia, Faroe Islands, Finland, France, France, French Guyana, French West Indies, Georgia, Germany, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guernsey, Guyana, Haiti, Hong Kong, Hungary, Iceland, India, Ireland, Isle Of Man, Italy, Jamaica, Japan, Jersey, Korea, Republic Of, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Malta, Mexico, Moldova, Montenegro, Montserrat, Netherlands, Netherlands Antilles, New Zealand, Norway, Poland, Portugal, Romania, Saba, San Marino, Serbia, Slovakia, Slovenia, Spain, Sri Lanka, St Kitts & Nevis, St Lucia, St Vincent And The Grenadines, St. Barthelemy, St. Eustatius, St. Maarten, St. Martin, Sweden, Switzerland, Taiwan, Trinidad And Tobago, Turkey, Turks & Caicos Islands, Ukraine, United Kingdom.</p>			
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$50 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 300 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers.</p> <p>Applies to use while in the countries specified above as included.</p> <p>Charges are not pro-rated.</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries.</p> <p>Unlimited incoming/received International text messaging (SMS) included. Customer User must be subscribed to Global SMS if Customer User wants to use outgoing text messages. Outgoing SMS is not included in the flex pass and needs to be added in addition to the flex pass.</p> <p>Data is charged by the MB and rounded to the closest 20 KB.</p> <p>The countries included may be subject to change at any time without notice.</p>			

Name	International Roaming Flex - Rest of World A			
Voice Rate Details	Tier	Included Minutes	Applicable Charges	Additional Usage
	Base	0	\$0	\$0.65/minute
Data Rate Details	Tier	Data Included	Applicable Charge	Additional Usage
	Base	0	\$0	Auto move to tier 1
	1*	50 MB	\$50*	Auto move to tier 2
	2	100 MB	\$90	Auto move to tier 3
	3	200 MB	\$160	Auto move to tier 4
4	400 MB	\$240	\$240 + \$40/50 MB	
Countries Included	Afghanistan, Argentina, Bahrain, Bangladesh, Belize, Bhutan, Bolivia, Brazil, Cambodia, Chile, Colombia, Cook Islands, Costa Rica, Ecuador, Egypt, El Salvador, Falkland Islands, Fiji, French Polynesia, Guatemala, Honduras, Indonesia, Iraq, Israel, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Laos, Lebanon, Malaysia, Maldives, Nepal, New Caledonia, Nicaragua, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Saudi Arabia, Singapore, South Africa, Tajikistan, Thailand, Tonga, Turkmenistan, United Arab Emirates, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Yemen.			
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$50 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 50 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers. Applies to use while in the countries specified above as included.</p> <p>Charges are not pro-rated.</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries.</p> <p>Unlimited incoming/received International text messaging (SMS) included. Customer User must be subscribed to Global SMS if Customer User wants to use outgoing text messages. Outgoing SMS is not included in the flex pass and needs to be added in addition to the flex pass.</p> <p>Data is charged by the MB and rounded to the closest 20 KB.</p> <p>The countries Included may be subject to change at any time without notice.</p>			

Name	International Roaming Flex - Rest of World B			
Voice Rate Details	Tier	Included Minutes	Applicable Charges	Additional Usage
	Base	0	\$0	\$2/minute
Data Rate Details	Tier	Data Included	Applicable Charge	Additional Usage
	Base	0	\$0	Auto move to tier 1
	1*	25 MB	\$75*	Auto move to tier 2
	2	50 MB	\$145	Auto move to tier 3
	3	100 MB	\$280	Auto move to tier 4
4	200 MB	\$500	\$500 + \$50/25 MB	
Countries Included	Algeria, Angola, Benin, Botswana, Brunei Darussalam, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Democratic Republic Of, Cote d'Ivoire, Cuba, Djibouti (Republic Of), Equatorial Guinea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Micronesia (Federated States Of), Mongolia, Morocco, Mozambique, Namibia, Niger, Nigeria, Oman, Sultanate Of, Palau, Reunion (La), Rwanda, Republic Of, Samoa, Sao Tome And Principe, Senegal, Seychelles, Sierra Leone, Solomon Islands, St Pierre Et Miquelon, Sudan, Suriname, Swaziland, Tanzania, Timor L'Este, Togo, Tunisia, Uganda, Zambia, Zimbabwe.			
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$75 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 25 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers. Applies to use while in the countries specified above as included.</p> <p>Charges are not pro-rated.</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries.</p> <p>Unlimited incoming/received International text messaging (SMS) included. Customer User must be subscribed to Global SMS if Customer User wants to use outgoing text messages. Outgoing SMS is not included in the flex pass and needs to be added in addition to the flex pass.</p> <p>Data is charged by the MB and rounded to the closest 20 KB.</p> <p>The countries Included may be subject to change at any time without notice.</p>			