

Business One[®] Solution

SPECIFIC CONDITIONS:
LOCAL ACCESS SERVICES

SPECIFIC CONDITIONS:
UNMANAGED HIGH SPEED INTERNET

SPECIFIC CONDITIONS:
MANAGED BUSINESS INTERNET ADSL SERVICE

SPECIFIC CONDITIONS:
MANAGED BUSINESS INTERNET T1 SERVICE

SPECIFIC CONDITIONS:
BUSINESS LONG DISTANCE SERVICES

SPECIFIC CONDITIONS:
TELUS ASP SERVICES FOR MICROSOFT MESSAGING AND COLLABORATION SERVICES

SPECIFIC CONDITIONS:
SHARED HOSTING SERVICES

SPECIFIC CONDITIONS:
DESKTOP BACKUP SERVICES

CUSTOMER LICENSE TERMS:
NOTICE REGARDING USE OF MICROSOFT SOFTWARE PRODUCTS



These Specific Conditions apply to the services in your TELUS Business One Solution.

Any reference to Part 2 in these Specific Conditions shall refer to Part 2 for the Core Services and shall refer to the Order Details for the Additional Services that forms part of your Agreement for the TELUS Business One Solution.

SPECIFIC CONDITIONS: LOCAL ACCESS SERVICES

These Specific Conditions apply to all Local Access Services ("Local Access Service") included in the TELUS Business One Solution provided to the Customer. Local Access Service is provided by TELUS Communications Company. Any capitalized words and expressions that are not defined in these Specific Conditions have the meaning set out for such words and expressions in the Agreement with TELUS for the TELUS Business One Solution. The "Customer Site" is at the Service Address specified in Part 2.

1. Minimal Customer commitment

1.1. Since the number of local accesses used by the Customer may vary during the term of this Agreement and subject to the General Tariff applicable to the incumbent local exchange carrier (ILEC) territory, the Customer undertakes to maintain at all times eighty-five percent (85%) of the accesses indicated in Part 2 hereof. Should the Customer fail to do so, TELUS has, in addition to its other rights, including in particular those provided for in Part 3 of this Agreement, the exclusive right to review and amend the local access service rates provided for herein by giving the Customer written notice thereof. Notwithstanding the provisions of Part 3 hereof, TELUS may also require, at its sole discretion, that the Customer pay monthly charges of at least eighty-five percent (85%) of the monthly call volume indicated in Part 2 of this Agreement.

2. Changes to the General Tariff

2.1. The prices published in TELUS's General Tariff and approved by the CRTC are applied in accordance with all orders issued by the CRTC. As a result, the monthly charges for local access service, the applicable installation charges and the termination charges are likely to be adjusted.

3. 911 service

3.1. In the municipalities in which 911 service is available, the rate for 911 service shall be added to the base monthly charge for each local access.

3.2. The customer acknowledges and agrees that: (a) in regard to a call to the emergency telephone number 9-1-1, use of Local Access Service results in calling line identification being delivered to TELUS' network; (b) the use of calling line identification in association with Local Access Service could result in calls originating from a location other than the location associated by TELUS with the calling line identification for that number; (c) if, in dispatching emergency services in response to a call to 9-1-1, reliance is placed on information associated with the calling line identification received by TELUS' network in conjunction with the call to 9-1-1, emergency services may not be routed to the location from which the call to 9-1-1 originated; and (d) in regard to a call to 9-1-1, the Customer or any person using Local Access Service or any services used in conjunction with Local Access Service is responsible to provide complete and accurate information relating to the actual location of the emergency situation to the emergency services call operator. Without restricting any indemnities in the General Terms and Conditions, the Customer is responsible and shall indemnify TELUS for, and save TELUS harmless from and against, all charges, losses, costs, liabilities and damages of any kind whatsoever related to emergency services being dispatched to a location other than the location from which the call to 9-1-1 originated as a result of (a) any use by the Customer of Local Access Service that results in the location associated by TELUS with a calling line identification being a location other than the location from which the call to 9-1-1 originated; and (b) the failure by the Customer or any person using Local Access Service or any services used in conjunction with Local Access Service to respond, or provide complete or accurate information, to a 9-1-1 or emergency call operator requesting a response or information in order to properly dispatch emergency services.

4. Additional local accesses

4.1. Any request for additional local accesses shall be subject to an appendix to this Agreement or to a new agreement to that effect.

5. Billing of the service

5.1. Local access service shall include a telephone number under which the service shall be billed.

6. Interexchange carrier

6.1. A local access with TELUS as preferred interexchange carrier (long distance carrier) shall be maintained, failing which the rate for local access service shall be adjusted to the "alternate long distance service provider" rate or "without long distance service" rate and file processing fees shall be billed as well as adjustments retroactive to the time the change is observed.

7. Territory served by TELUS

7.1. TELUS does not offer all local access services in all exchanges of its ILEC and CLEC territory. Local access services are offered strictly in the locations in which TELUS has the appropriate facilities.

8. Protection of TELUS's facilities

8.1. The Customer undertakes not to modify directly or indirectly the local access services by tampering with TELUS's facilities. The Customer undertakes in particular, but without limitation, not to:

8.1.1. interfere with the operation of TELUS's facilities through its actions or by tolerating the actions of third parties;

8.1.2. operate the equipment and facilities in a manner different from that communicated by TELUS;

8.1.3. violate the law or act contrary to the rules established and communicated by TELUS;

8.1.4. act in such a way as to avoid paying TELUS for the services rendered by the latter.

9. Connection interface

9.1. TELUS shall provide a connection interface located at the demarcation point with the Customer's network interface, as agreed by the parties. In the event that the connection interface is installed in a location different from that initially agreed upon, the Customer shall be required to pay all the charges thus incurred, which charges shall be billed at the hourly rate in effect at the time of installation.

10. Customer's equipment

10.1. The Customer shall be solely responsible for the installation, operation and maintenance of the terminal equipment it owns and operates.

11. Power supply

11.1. The Customer shall supply, at its expense, the power required for the demarcation point equipment located on its site.

12. Protection of local accesses

12.1. The local accesses provided are unprotected accesses.

13. Segregation of calls

13.1. TELUS offers segregation of calls from local accesses according to the Customer's needs and the service to which the Customer subscribes.

14. Heavy telephone traffic

14.1. Local access links generating heavy telephone traffic shall be allowed only where facilities so permit. Additional charges for the technology used shall be required for this service. The rate shall be made available following analysis by TELUS network engineers.

15. Connection to terminal equipment

15.1. Local access service may be connected to the terminal equipment supplied by TELUS or the Customer provided the terminal equipment is compatible with the service.

16. Service installation times

16.1. Local access services shall be connected and programmed during regular office hours, that is between 7:00 a.m. and 5:00 p.m., Monday to Friday, excluding statutory holidays observed by TELUS. Any installation the Customer requires outside regular office hours shall be billed to the Customer at the rates in effect at TELUS. Relocation

16.2. In the event that the Customer moves its facilities and requires additional services while the original local accesses are being moved, TELUS offers service redundancy for forty-eight (48) hours if the Customer so requests. If the transition period exceeds 48 hours, the Customer shall pay the charges agreed upon in Part 2 of this Agreement for the new location, plus all the additional charges for local access service provisioning.

17. Directory listings

17.1. Although TELUS undertakes to make every reasonable effort to accurately convey the information required for directory listings, the parties agree that TELUS may not in any way be held liable for any error, omission or oversight that may occur.

SPECIFIC CONDITIONS: UNMANAGED HIGH SPEED INTERNET

These Specific Conditions apply to all Business One Unmanaged High Speed Internet Services (the "Unmanaged Internet Services") included in the TELUS Business One Solution provided to the Customer. The Unmanaged Internet Services are provided by TELUS Communications Company. Any capitalized words and expressions that are not defined in these Specific Conditions have the meaning set out for such words and expressions in the Agreement with TELUS for Business One Services. The "Customer Site" is at the Service Address specified in Part 2.

1. Service Description and Demarcation.

The Unmanaged Internet Services provide the Customer, subject to the terms of this Agreement, with Internet access and related services. The Unmanaged Internet Services are generally described at <http://www.telusquebec.com/internetpolicy>, as may be updated from time to time, (the "Services Web Site") and the Unmanaged Internet Services plans and features selected by the Customer are specified in Part 2.

2. On-line Registration.

During the registration process for the Unmanaged Internet Services, the Customer may be required to indicate acceptance of an on-line TELUS Internet Unmanaged Internet Services Account Agreement. The Customer hereby agrees that the terms of this Agreement supersede, override and replace the terms of any such on-line Agreement.

3. General Practices and Limits.

The Customer acknowledges that TELUS may establish general practices and limits concerning use of the Unmanaged Internet Services, including without limitation the maximum size of any e-mail message that may be sent from or received by a Unmanaged Internet Services account, the maximum disk space that will be allotted on TELUS' servers on the Customer's behalf, the maximum amount of data that may be sent from or received by a Unmanaged Internet Services account and the maximum number of days that e-mail messages will be stored on TELUS' servers. Such general practices and limits shall be posted on the Services Web Site or otherwise made available to the Customer. The Customer agrees to comply with all such general practices and limits. The Customer acknowledges that such general practices and limits may differ for different portions of the Unmanaged Internet Services and may be set at different levels for different users based upon factors that may be determined in TELUS' sole discretion. TELUS reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. The Customer further agrees that violating such practices or exceeding such limits may result in suspension, restriction or termination of the Customer's account or the imposition of additional charges.

4. Customer Equipment and Software

The Unmanaged Internet Services must be connected to a suitable network interface card ("NIC") installed at the Customer's premises. If the Customer is supplying and installing the NIC itself, the Customer must install the NIC as appropriate prior to the installation of the high speed modem. Alternatively, if the Customer purchases the NIC along with installation of the NIC from TELUS when ordering the Unmanaged Internet Services (not available in all locations), the Customer must ensure that there is a suitable free NIC slot available in the Customer's computer prior to arrival of the TELUS installer at the Customer's premises. TELUS will not remove NICs from or rearrange NICs in the Customer's computer.

The Unmanaged Internet Services may interrupt the functioning of some home or business security systems which use the same phone line(s) as the Unmanaged Internet Services. The Customer agrees that TELUS is not responsible for any such problems or interruptions. The Customer is responsible for ensuring that the Customer's premises are appropriately wired to ensure proper functioning of any home or business security systems, prior to installation of the Unmanaged Internet Services.

The Customer acknowledges and agrees that, except as otherwise explicitly stated in this Agreement, TELUS is not responsible for the installation, operation, maintenance or support of any equipment or software owned or used by the Customer, including without limitation any equipment or software used in connection with the Unmanaged Internet Services.

5. Software Supplied by TELUS.

The Customer agrees that any and all software and related documentation that forms part of the Unmanaged Internet Services or that is supplied by TELUS, its agents or representatives for use in connection with the Unmanaged Internet Services (the "Software") is protected by applicable intellectual property laws, remains the sole property of TELUS or its suppliers and is supplied subject to the terms of this Agreement, including without limitation the disclaimers and limitations of liability herein, and the terms of any applicable Software license made available to the Customer by TELUS. Unless otherwise authorized by TELUS or in the applicable Software license, the Customer agrees not to (a) copy, modify, rent, lease, loan, sell, assign, sublicense, grant a security interest in or otherwise transfer any right or interest in the Software; (b) distribute, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover the source code of the Software; (c) remove any proprietary notices or labels on or in the Software; or (d) allow any other person or entity to engage in any of the foregoing activities.

6. Roaming.

The Customer acknowledges that it is possible that the access numbers used by the Customer's modem to connect to the Unmanaged Internet Services may be telephone numbers that result in additional and/or long distance charges being billed to the Customer. The Customer is solely responsible for determining whether the access numbers the Customer is using are subject to any additional and/or long distance charges and the Customer agrees to pay all such charges, including without limitation those that may be billed to the Customer by a third party. Information concerning additional and long distance charges is available on the Services Web Site.

7. Proprietary Rights

The Customer acknowledges that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material accessed through the Unmanaged Internet Services or the Internet is protected by applicable copyrights, trade-marks, patents, trade secrets and/or other proprietary rights and laws.

TELUS does not claim ownership of information, materials, software or other content (collectively, the "Content") that the Customer posts, uploads, inputs, provides, submits or otherwise transmits to TELUS or any third party, using the Unmanaged Internet Services. However, the Customer agrees that by posting, uploading, inputting, providing, submitting or otherwise transmitting the Content to TELUS or any third party, using the Unmanaged Internet Services, the Customer has thereby granted TELUS a royalty-free, non-exclusive license to use, copy, distribute, transmit, display, edit, delete, publish and translate such content to the extent reasonably required by TELUS to provide the Unmanaged Internet Services to its customers or to ensure adherence to or enforce the terms of this Agreement.

The Customer acknowledges that, except where otherwise specified by TELUS, e-mail addresses, IP addresses and web page addresses assigned to the Customer by TELUS during the term of this Agreement remain the property of TELUS at all times.

8. Compliance Measures

The Customer acknowledges that TELUS has no obligation to censor or monitor use of the Unmanaged Internet Services by the Customer or any third party, including without limitation any obligation to censor or monitor any content, material or other information sent, received or accessible through the Unmanaged Internet Services or the Internet. However, the Customer agrees that TELUS has the right to, without notice, monitor use of the Unmanaged Internet Services and monitor, review and retain such content, material or information if TELUS believes in good faith that such activity is reasonably necessary to provide the Unmanaged Internet Services to customers, ensure adherence to or enforce the terms of this Agreement, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect itself or others.

In the event that TELUS receives a complaint relating to use of the Unmanaged Internet Services by the Customer, TELUS may, in its sole and absolute discretion and without notice or liability, investigate the complaint, restrict, suspend or terminate the account(s) involved and/or remove any content, information or materials from its servers.

The Customer agrees that TELUS may, without notice or liability, disclose to third parties any customer information or any content, information or materials associated with a Unmanaged Internet Services account, if TELUS believes in good faith that such activity is reasonably necessary to provide the Unmanaged Internet Services to customers, ensure adherence to or enforce the terms of this Agreement, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect itself or others.

As the Unmanaged Internet Services account holder, the Customer is responsible for its account and the maintenance of all passwords related to its account. The Customer is solely responsible and liable for any and all activities that occur under the Customer's account, including without limitation all activities of any sub-account holders. The Customer is also responsible for maintaining the confidentiality of its account and all passwords related to its account. The Customer agrees to immediately notify TELUS of any unauthorized use of the Customer's account or any passwords related to its account or of any other breach of security, and to provide assistance to TELUS, as requested, to stop and/or remedy any breach of security.

9. Service Changes

Notwithstanding any other provision in this Agreement, the Customer agrees that, to maintain or improve the Unmanaged Internet Services or for other business reasons, TELUS may amend this Agreement at any time, including without limitation change the Unmanaged Internet Services rates, plan features, e-mail addresses and minimum systems requirements; the AUP; the TPC; any content on the Services Web Site; and any other aspect of the Unmanaged Internet Services at any time, without notice or liability, at TELUS' sole discretion. Notwithstanding the foregoing, TELUS will use reasonable efforts to notify the Customer by e-mail or other means, of any such amendments before such amendments become effective. Each time the Customer uses the Unmanaged Internet Services reaffirms the Customer's acceptance of the then-current version of this Agreement. If the Customer does not agree to any amendment to this Agreement, the Customer must immediately cease any use of the Unmanaged Internet Services and shall notify TELUS of termination.

All references to web site addresses in this Agreement shall also include any successor or replacement web sites containing substantially similar information as the referenced web sites.

10. Relocation

Unmanaged Internet Services cannot be moved from a Customer Site to another location. To relocate the Unmanaged Internet Services, the Customer must terminate the Unmanaged Internet Services at the Customer Site, and termination charges for the TELUS Business One Solution will become payable, unless the Customer either i) signs an Appendix prepared by TELUS for Unmanaged Internet Services at the new Customer site, or ii) signs a new agreement with TELUS for services at the new service address. The Customer must pay any applicable installation charges. Termination charges will become payable unless the Unmanaged Internet Services at the new service address or other contracted TELUS services at the new service address are of equal or greater value than the value of the Unmanaged Internet Services at the existing Service Address for the unexpired portion of the Minimum Term. The term that will apply to the Unmanaged Internet Services that are relocated will be specified in the Appendix section or in the new agreement, and will begin on the date the relocated Unmanaged Internet Services have been installed by TELUS.

Any modification to the Service Address specified in the Part 2 must be signed by TELUS and the Customer before it is effective, and when effective, will form part of this Agreement.

11. Restrictions and Service Limitations

The Customer shall at all times comply with the TELUS Acceptable Use Policy (the "AUP"), published at <http://www.telusquebec.com/internetpolicy>.

It is the Customer's responsibility to ensure that its equipment and software meet the current minimum system requirements specified by TELUS as being necessary for access to the Unmanaged Internet Services. TELUS shall post such minimum system requirements on the Services Web Site or otherwise notify the Customer of such requirements. The Customer acknowledges that such requirements may change from time to time, without notice, at TELUS' sole discretion.

The Unmanaged Internet Services are subject to the availability of suitable equipment and facilities and consequently all service plans and features are not available at all locations.

Final confirmation of availability of the Unmanaged Internet Services cannot occur until the Unmanaged Internet Services equipment is installed at the Customer Site.

Reverse engineering of the Unmanaged Internet Services is not permitted. This means that the Customer cannot have a higher upload than download speed.

TELUS does not guarantee that the Unmanaged Internet Services will operate with all equipment or software, including without limitation all Internet applications and appliances.

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.

SPECIFIC CONDITIONS: MANAGED BUSINESS INTERNET ADSL SERVICE

These Specific Conditions apply to all Managed Business Internet ADSL Services ("MBI ADSL Services") included in the TELUS Business One Solution provided to the Customer. The MBI ADSL Services are provided by TELUS Communications Company. Any capitalized words and expressions that are not defined in these Specific Conditions have the meaning set out for such words and expressions in the Agreement with TELUS for Business One Services. The "Customer Site" is at the Service Address specified in Part 2.

1. Service Description and Demarcation

MBI ADSL Services are managed network services used for LAN interconnection to the Internet using the Internet Protocol ("IP"). MBI ADSL Services are provisioned from the TELUS core network and include local access, using a dedicated, TELUS-provided business telephone line as an ADSL service component from the central office to the Customer Site, and terminating on a TELUS-provided customer interface unit ("CIU") located in the master telephone room at the Customer Site. The CIU is the service demarcation point of the MBI ADSL Services and will be equipped with a LAN interface port which is used by the Customer to connect the Customer's network to the CIU. In-building service components required to install MBI ADSL Services at that Customer Site will be included to a maximum cost of \$500. Optionally, the CIU may be located elsewhere within the building using Customer-provided in-building service components.

2. Availability and Degradation

TELUS will furnish a modem dial back line and associated data over voice service for each of the MBI ADSL Services.

3. Customer Responsibilities

The Customer shall be responsible for satisfying all requirements imposed by a building's design or by building management as it applies to Internetworking Services installation or the service components, including the payment of any additional fees, conduit installation, design submissions, and installation approvals.

The Customer shall, at its cost, prepare the Customer Site for the installation of the Internetworking Services, 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.

MBI ADSL Services will be provisioned in accordance with IP addressing and routing standards, and the Customer must ensure non-conflicting LAN address practices are maintained within the network plan. If TELUS provides the IP addresses to the Customer these addresses shall be governed by the TELUS IP address policy. If the Customer provides the IP addresses, the Customer must assign one IP address for use as the IP address of the CIU, and must also set that IP address as the default gateway for every device at that Site. The Customer is responsible for any equipment or facilities required to complete the connection between the service demarcation point and the Customer's LAN, and to adapt or connect MBI ADSL Service to the Customer's LAN media, or to extend the service demarcation point beyond the master telephone room.

The Customer grants TELUS access to the Customer's premises at the Customer Site to install and maintain the Internetworking Services and the service components. TELUS shall not be responsible for any delays, interruptions in the Internetworking Services, 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.

4. Service Level Agreement

MBI ADSL Services	Coverage	Service Level Measure	Service Level Agreement
Service Availability: time during which MBI ADSL Services functionality is available for use	24 x 7 including holidays	MBI ADSL Services are considered "unavailable" if three consecutive polling attempts from TELUS' network management centre to the CIU fail	Availability target of 99.7%.

TELUS shall be responsible for the installation and management of the MBI ADSL Services up to and including the service demarcation point, and will provide the Customer with a Service Level Credit if the MBI ADSL Services fail to meet the Service Level Agreement targets applicable to the specific Internetworking Service, 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 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 MBI ADSL Services. 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 (not including variable or usage-based charges) for the applicable MBI ADSL Services. The maximum Service Level Credit shall be equal to 80% of the fixed monthly charges (not including variable or usage based charges) for the applicable MBI ADSL Services. 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. Relocation

MBI ADSL Services cannot be moved from a Customer Site to another location. To relocate the MBI ADSL Services, the Customer must terminate the MBI ADSL Services at the Customer Site, and termination charges for the TELUS Business One Solution will become payable, unless the Customer either i) signs an Appendix prepared by TELUS for MBI ADSL Services at the new Customer site, or ii) signs a new agreement with TELUS for services at the new service address. The Customer must pay any applicable installation charges. The Customer must pay any applicable installation charges. Termination charges will become payable unless the MBI ADSL Services at the new service address or other contracted TELUS services at the new service address are of equal or greater value than the value of the MBI ADSL Services at the existing Service Address for the unexpired portion of the Minimum Term. The term that will apply to the MBI ADSL Services that are relocated will be specified in the Appendix section or in the new agreement, and will begin on the date the relocated MBI ADSL Services have been installed by TELUS.

Any modification to the Service Address specified in the Part 2 must be signed by TELUS and the Customer before it is effective, and when effective, will form part of this Agreement.

6. Restrictions and Service Limitations

The Customer shall comply with TELUS' Acceptable Use Policy ("AUP") and IP address policy, published at <http://www.telusquebec.com/internetpolicy> TELUS may change the AUP at any time, in its sole discretion, and publishing the changed AUP will be sufficient notice of the changes to the Customer.

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.

SPECIFIC CONDITIONS: MANAGED BUSINESS INTERNET T1 SERVICE

1. Service description

- 1.1. Business Internet services (the "Service") are services that link the Customer's local area network (LAN) to the Internet using the Internet Protocol (IP). The Service is provided between TELUS's IP network and the Customer's site over an access loop.
- 1.2. The Customer shall ensure at all times that the Service is used in accordance with TELUS's Internet Access Service Acceptable Use Policy, as described herein.
- 1.3. The IP numbers and/or addresses registered and assigned by TELUS shall remain the property of TELUS and their use by the Customer shall be authorized solely during the term of this Agreement. Any right to use a TELUS IP address expires when this Agreement terminates.
- 1.4. The Service and the leased equipment are fault-sensitive. They were not designed to be resold or to be used for high-risk activities requiring failsafe controls, like nuclear facility systems, air navigation and communications systems, air traffic control systems, cardio-respiratory assistance systems and armament systems. TELUS expressly refuses to provide any warranty, explicit or implied, in respect of any adaptation to such high-risk activities. The Customer shall not knowingly use the Service or the equipment for any high-risk activities.
- 1.5. TELUS shall not provide any guarantee in respect of the security of the Customer's network connected to the Internet. The Customer shall be responsible for implementing its own security policies.
- 1.6. The Service shall be provided strictly for the Customer's site and for the Customer's internal use. The Service is not in any way intended for Internet service providers. An "Internet service provider" is a company that leases Internet access in carrying on an enterprise and that sends and receives its own clientele's IP traffic. Resale of the Service is strictly prohibited under this Agreement.

2. Equipment for Internet services

- 2.1. In addition to the Customer's obligations provided for in Part 3 of this Agreement, should the Customer choose to lease a router from TELUS or to subscribe to a firewall service, TELUS shall assume full maintenance of the equipment for the term of this Agreement, provided:
 - 2.1.1. the equipment has not been maintained by a third party not authorized by TELUS;
 - 2.1.2. the equipment has not been damaged as a result of abusive or inappropriate use on the part of the Customer or any other person with access thereto.
- 2.2. The repair or replacement of any equipment with a workmanship or material defect shall take place during TELUS's regular business hours, i.e. Monday to Friday, from 8:00 a.m. to 5:00 p.m.
- 2.3. In the event that the Customer owns its own router:
 - 2.3.1. Such router shall meet TELUS's technical requirements in respect of memory, operating system, interface, etc.;
 - 2.3.2. The Customer shall ensure that such router is a Cisco brand, since Cisco is the only brand of router accepted by TELUS to provide the Customer with the Service. Furthermore, the Customer agrees that the programming and management of the router shall be assumed in full by TELUS (without however including maintenance service);
 - 2.3.3. If the Customer's router is not operating properly and the Customer does not have a maintenance agreement with TELUS, the Customer may ask TELUS to repair the router. The Customer shall then be billed at the rate in effect at TELUS or its authorized subcontractor for labour and replacement parts.

3. TELUS's Internet Access Service Acceptable Use Policy

- 3.1. The Customer agrees to use the Service in accordance with TELUS's Acceptable Use Policy, which is subject to change without prior notice.
- 3.2. TELUS maintains an Internet Access Service Acceptable Use Policy in order to prevent any annoyance to its clientele as a result of the abusive or unsuitable use of the Internet access service by certain users. Any use of the Internet access service that causes any degradation thereof or that diminishes the availability of network resources for the different users is prohibited. As a member of the Canadian Association of Internet Providers (CAIP), TELUS voluntarily supports the principles set forth in the CAIP's code of conduct (see <http://www.caip.ca/issues/issuemain.htm>).
- 3.3. The use of TELUS's Internet access service is subject to the rules and guidelines specified below. Every Internet access service customer shall be responsible for ensuring that the service is used in accordance with this Policy.
 - 3.3.1. The Internet access service shall be used exclusively for legal activities. Any use thereof for purposes and/or activities that violate international, federal, provincial or local laws, orders or regulations constitutes a violation of this Policy.
 - 3.3.2. TELUS's Internet Access Service Acceptable Use Policy prohibits use of the Internet access service for the circulation of (i) material that infringes on copyrights or other intellectual property rights of third parties, or (ii) illegal material (such as child pornography or obscene matter). The Customer shall be responsible for judging the legality of the content circulated and for prohibiting any transmission of illicit material.
 - 3.3.3. The Internet access service may not be used to send unsolicited bulk or commercial messages, including commercial advertising, public interest announcements or any other mass-circulated messages that have not been expressly requested or that a customer has indicated it did not wish to receive.
 - 3.3.4. The Customer shall ensure that its use of the Internet access service does not limit, jeopardize, disrupt, diminish or compromise inappropriately TELUS's ability to provide Internet access services to its clientele or to monitor all network infrastructures.
 - 3.3.5. The Internet access service may not be used to violate the security of another customer or to attempt to access the computers, servers, software or data of another person, without such person's knowledge or consent. The Internet access service may not be used to attempt to bypass the authentication or security of the user of any server, network or account.
 - 3.3.6. The Internet access service may not be used for fraudulent purposes, including spoofing the identity of any person, server or network, or forging the digital or handwritten signature of anyone whomsoever.
- 3.4. TELUS reserves the right, at its sole discretion and without prior notice, to remove the material of anyone that violates this Internet Access Service Acceptable Use Policy and to deny such person access to and/or the right to use the Internet access service.
- 3.5. TELUS reserves the right to investigate any alleged violation of this Policy, in particular to gather information from the Customer or customers involved and the allegedly injured party, if appropriate, and to examine the material found on TELUS's server and network. The Customer hereby authorizes TELUS to cooperate with (i) the authorities in an investigation of an alleged criminal offence, and (ii) the administrators of the system of other Internet service providers, other networks or other competing electronic data processing facilities, in order to ensure compliance with this Policy. TELUS may, under such circumstances, provide the Customer's name, IP address and other identifying information.
- 3.6. The Customer shall be responsible for all use of the Internet access service, be it by a subsidiary, associate, partner, supplier or any other person that may have access to its Internet access service.
- 3.7. TELUS may not be held liable toward the Customer or a third party for any loss, damage or expense of any nature whatsoever, incurred directly or indirectly as a result of any use of the Internet access service by the Customer or any other user.
- 3.8. TELUS's Internet access service may be used to connect with other Internet networks around the world. The Customer agrees to comply with the service use policies of such other networks.

- 3.9. If TELUS does not enforce compliance with this Policy for any reason whatsoever, this shall not be interpreted as a waiver of any right whatsoever to do so at any time. The Customer agrees that if a provision of this Policy is deemed invalid or unenforceable, such provision shall be interpreted in accordance with the applicable laws insofar as possible, and the other provisions of this Policy shall continue to have full effect. This Policy is governed by the laws of Québec and shall be interpreted in accordance therewith.
- 3.10. TELUS may amend this Internet Access Service Acceptable Use Policy, at its sole discretion and at any time, without further notice and without delay. A copy of this Policy is available and may be consulted any time on TELUS's web site.

4. Definitions

- 4.1. "Eligible Customer" refers to any customer subscribing to a business Internet service of TELUS.
Eligible Customers do not include customers (i) that do not allow TELUS to send Internet Control Message Protocol (ICMP) traffic to the router located on the Customer's site, or (ii) that have overdue accounts with TELUS.
- 4.2. "Service Availability" refers to the time during which the Customer is able to exchange IP packets throughout TELUS's IP Network. The Service is considered unavailable if three (3) consecutive polling attempts from TELUS's Network Management Centre to the Customer Interface Unit (Service demarcation point) fail. Availability of the Service is measured on a per-site basis.
- 4.3. "Latency" refers to the average response time for a 100-byte IP packet to be transmitted from one TELUS POP to another on TELUS's IP Network.
- 4.4. "Packet Loss" refers to the percentage of packets denied between the equipment that makes up TELUS's IP Network.
- 4.5. "TELUS's IP Network" refers to the equipment administered by TELUS as well as all the facilities located on TELUS's POPs. TELUS's IP Network excludes any network equipment or circuit that is not supplied and controlled by TELUS. The Customer Interface Unit located on the Customer's site is not considered an element of TELUS's IP Network. For the Service, TELUS's IP Network does not extend to local access.

5. Service level guarantee¹

- 5.1. All managed business Internet services of TELUS are accompanied by a service level guarantee. TELUS undertakes to provide reliable Internet services and a high-quality network for the Service.
- 5.2. In the event that TELUS is unable to fulfill the commitments provided for in its service level guarantee, it shall grant the Eligible Customer a credit in accordance with the terms specified in section 7 below.

6. Service Availability guarantee

- 6.1. TELUS guarantees its Eligible Customers of 99.9% Service Availability. In the event that an Eligible Customer experiences Service unavailability as a result of the failure of one of TELUS's IP Network components, TELUS shall grant the Customer a credit. The credit shall be calculated according to the duration of the interruption. Any interruption caused by scheduled network maintenance activities on TELUS's IP Network, the Customer's equipment (router) maintenance activities, any act or omission on the part of the Customer or any other problem beyond TELUS's control, or any failure due to an access circuit shall not be eligible for the Service Availability credit.
- 6.2. TELUS reserves the right to perform installation/maintenance/changes to network during TELUS' standard maintenance windows. In the event that additional installation/maintenance/changes are required, TELUS will negotiate such additional maintenance windows with the Customer, unless the times installation/maintenance/changes are classed as emergencies by TELUS. TELUS will perform emergency maintenance as required, but will use all reasonable efforts to provide the Customer's Service Administrator with notice of such emergency maintenance

¹ Service level guarantee do not apply to the following services: unlimited ADSL

7. Compensation for Service Availability

Duration of interruption	Monetary compensation
From 10 to 60 minutes	Credit of 1 day's monthly Service fee
Over 60 minutes	Credit of 3 day's monthly Service fee

- A maximum of 15 days per month may be credited.
- One day's credit corresponds to 1/30 of the monthly Service fee.

8. Reimbursement request process

8.1. Claim periods

Claims in respect of Service Availability shall be submitted to TELUS within two weeks following unavailability .

8.2. Claim process

To claim a credit, the Customer shall complete the claim form available at www.telus.com/quebec/garantiedeniveaudeserviceip.

Claims approved by TELUS shall result in a credit on the Customer's bill following the claim.

The measurements collected by TELUS shall be deemed to be valid measurements for the authorization of credits.

9. Service level objectives

9.1. Network Latency objective

TELUS's IP Network is designed to support applications critical to business operations. This performance commitment is backed by a service level objective aimed at preventing unacceptable Latency times. TELUS monitors and measures, every 10 minutes, the length of a round-trip transmission between the primary POPs and each of the secondary POPs. A monthly average is established on the basis of the data thus collected.

TELUS's Latency objective:

	Maximum times		Nominal times	
	End-to-end	Round-trip	End-to-end	Round-trip
Intra-province	35 ms ¹	70 ms ¹	25 ms ¹	50 ms ¹
Neighbouring province	45 ms ¹	90 ms ¹	35 ms ¹	70 ms ¹
Inter-province	60 ms ¹	120 ms ¹	50 ms ¹	100 ms ¹

¹ Latency corresponds to the measurements taken on TELUS's network; 5 milliseconds are added for any off-net access.

9.2. Compensation for Latency

No compensation shall be granted in the event that TELUS does not meet its Latency objective.

9.3. Packet Loss objective

An additional indicator shall be used to ensure the performance of TELUS's IP Network, i.e. Packet Loss. TELUS monitors and measures, every five (5) minutes, the number of IP packets denied on its network.

TELUS's objective is that Packet Loss not exceed one percent (1%) a month.

9.4. Compensation for Packet Loss

No compensation shall be granted in the event that TELUS does not meet its Packet Loss objective.

10. Limited warranties

10.1. The aforementioned warranties as well as those provided for in Part 3 of this Agreement are the only warranties offered the Customer. Such warranties are subject to the provisions of Part 3 hereof, including in particular those in respect of limitations of liability.

SPECIFIC CONDITIONS: BUSINESS LONG DISTANCE SERVICES

These Specific Conditions apply to all Long Distance Services ("LD Services") included in the TELUS Business One Solution provided to the Customer. LD Services are provided by TELUS Communications Company. Any capitalized words and expressions that are not defined in these Specific Conditions have the meaning set out for such words and expressions in the Agreement with TELUS for Business One Services.

1. Services Description.

The LD Services enable the Customer to place and receive the calls described in Part 2 using:

- (a) telephone lines, for which TELUS is the Primary Interexchange Carrier ("PIC");
- (b) toll-free numbers for which TELUS is the Responsible Organization and Toll-free Carrier;
- (c) calling cards and calling card numbers issued to the Customer by TELUS;
- (d) conference on demand accounts issued to the Customer by TELUS.

2. Confirmation of Billing Telephone Numbers ("BTNs").

The rates in Part 2 will only apply to BTNs confirmed by the Customer in accordance with this sub-section, and will become effective on the date the Services are implemented by TELUS. The BTN for all such Services must be confirmed by the Customer on forms provided by TELUS. Any Service Address specified in Part 2 is a Customer address for information only and does not define or restrict the addresses or service locations of the BTNs for which TELUS is the PIC, Responsible Organization or Toll-free Carrier or to which LD Services are provided.

3. Charges and Payment.

"North American Calling Card calls" means Canada-Canada, Canada-U.S., and U.S.-Canada calling card calls made using the LD Services. "Toll-free calls" means toll-free calls originating and terminating anywhere within Canada and the United States, that are received by the Customer using the LD Services and telephone numbers for which TELUS is the responsible organization. TELUS will bill, and the Customer will pay for a minimum of 30 seconds for each direct dialled outbound toll call, toll-free call and calling card call, and after the first 30 seconds of the call, the call will be billed in six (6) second increments. TELUS will rate eligible international calls in accordance with the Business Long Distance Overseas Rate Schedule, which is subject to change at any time. For Conference on Demand teleconferencing service, if participants wish to use the teleconference toll-free number, a toll-free charge of \$0.08 per minute per port will appear on the chairperson's bill.

4. Calling Cards.

The Customer is responsible for the distribution, use and safekeeping of, and all charges arising from the use of, all calling cards and calling card numbers issued to the Customer by TELUS, even if the calling card calls or the charges arising from the use of the calling cards or calling card numbers were not authorized by the Customer. The terms of the cardholder agreement accompanying calling cards issued to the Customer by TELUS (other than the General Conditions or these Specific Conditions) also apply to the LD Services. If there is any conflict, the terms and conditions of the Agreement will take precedence over the cardholder agreement.

5. Toll-free Service.

Toll-free calls are provided on a switched basis and may terminate to one or more PSTN numbers in Canada and the United States. A toll-free number that is set up to terminate in the United States must also be set up to terminate calls in Canada. Toll-free calls that terminate in the United States will appear on the same bill as toll-free calls that terminate in Canada. The bill for a toll-free number that is set up to terminate in the United States must be sent to an address in Canada.

6. Resale.

Unless expressly permitted by TELUS, the Customer shall not resell the LD Services, or access to the LD Services, directly or indirectly to third parties. If TELUS permits such resale to or access by third parties the Customer shall be responsible for all such third party use or access and shall indemnify TELUS against all damages, costs and legal fees incurred by TELUS from any claim arising from third party use of or access to the LD Services.

7. Termination.

At any time during the Minimum Term, TELUS may terminate this Agreement as it applies to LD Services for any reason by giving the Customer 30 days advance notice. The Customer will not be required to pay any termination charge in this event, despite anything else in this Agreement.

8. Other Documents.

The Customer will sign any authorizations required by other companies in order for TELUS to provide the LD Services.

SPECIFIC CONDITIONS: TELUS ASP SERVICES FOR MICROSOFT MESSAGING AND COLLABORATION SERVICES

These Specific Conditions apply to all TELUS ASP Services for Microsoft Messaging and Collaboration Services (the "ASP Services") included in the TELUS Business One Solution provided to the Customer. The ASP Services are provided by TELUS Communications Company. Any capitalized words and expressions that are not defined in these Specific Conditions have the meaning set out for such words and expressions in the Agreement with TELUS for the TELUS Business One Solution.

1. ASP Services

1.1 Service Description

ASP Services provide the Customer with e-mail and calendar management functions (for meetings, task planning, etc.), an online management tool, a central help desk using Microsoft Exchange services and, depending on the package of ASP Services selected by the Customer, Microsoft Sharepoint Services, RIM BlackBerry synchronization, Live Communication Server (Office Live Meeting), and access to and use of certain Microsoft software and websites. The specific package of ASP Services selected by the Customer is set in Part 2, and descriptions of the Service packages, and the features and options included, are available at <http://www.telus.com/exchange>.

The ASP Services do not include content design, development, file transfer protocol (FTP) master maintenance, uploading or publishing, Common Gateway Interface (CGI) scripts or any other such executables.

1.2 User Seats

The Customer must obtain one seat for each individual user, and multiple users cannot share a seat. The Customer may obtain additional seats through the online management tool provided with the ASP Services. Charges for seats ordered using the online ordering function are not pro-rated, and the Customer must pay the full monthly charge for the each seat regardless of when it was ordered during a billing period.

2. Customer Responsibilities

2.1 Connection

The Customer is responsible for obtaining Internet access services or other services (under a separate agreement with TELUS or other service provider) for the purpose of connecting to and using the ASP Services.

2.2 License Terms

Use of any Microsoft Software Products used in conjunction with or as part of the ASP Services may be governed by the specific license terms and conditions set out in, and which form part of, these Service Specific Terms and Conditions. The Customer shall not (i) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Software Products or that appear during use of the Software Products, or (ii) reverse engineer, decompile, or disassemble the Software Products, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Use of the RIM Blackberry synchronization feature is governed by Research In Motion Limited ("RIM") terms and conditions for **BlackBerry End-User/Software License Agreement** and **BlackBerry Enterprise Server Software License Agreement** at http://www.blackberry.com/legal/soft_lic_agree.shtml; http://www.blackberry.com/legal/server_lic_agree.shtml. Use of the ASP Services may also be subject other conditions of use, upon accessing the ASP Services. The Customer shall comply with all of these license terms and conditions and any other conditions of use.

An affiliate of Microsoft Corporation ("Microsoft") is an underlying supplier of TELUS for the ASP Services and as such Microsoft and its licensors are intended third party beneficiaries of this Agreement, with a right of enforcement. The Customer will co-operate in good faith with Microsoft in investigating instances of non-compliance with the license requirements if Microsoft believes in good faith that a Customer is not in compliance. All support for the ASP Services is provided by TELUS and is not provided by Microsoft. Without limiting anything in the General Terms and Conditions, all warranties by Microsoft and any liability by Microsoft for damages, whether direct, indirect, or consequential, arising from the use of the ASP Services, are disclaimed.

2.3 Use

Use of the user ID and password assigned to the Customer for use of the online management tool shall be sufficient to verify the identity of the Customer and the authenticity of the orders for additional seats placed using the online management tool. Any online order is binding on the Customer.

TELUS does not monitor use of the ASP Services and is not responsible for any unauthorized use of the ASP Services by anyone using the user IDs or passwords assigned to the Customer. The Customer is responsible for maintaining the confidentiality and security of, and is responsible for the actions of any party using, all user IDs and passwords assigned to the Customer. The Customer will immediately advise TELUS by email or telephone of any unauthorized use of the ASP Services or the user IDs or passwords, or of any other breach of security, and will provide assistance requested by TELUS to stop or remedy any breach of security.

The Customer and its users will not attempt to gain or allow access to any data, files or programs to which they are not entitled under this Agreement and if such access is obtained, the Customer and its users will immediately return such materials to TELUS and/or its suppliers and licensors, without using, copying, disclosing or distributing it.

The Customer and its users shall: (a) not resell the ASP Services, or access to the ASP Services, directly or indirectly to third parties; (b) comply with TELUS' Acceptable Use Policy published at <http://www.telusquebec.com/internetpolicy>.

2.4 Content and Service Requirements

The Customer is solely responsible for all information, data, software or other material or content transmitted, stored or received by the Customer using the ASP 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 checking, verifying or editing the Customer's Content or completeness or for detecting errors or anomalies or for recreating or re-transmitting data.

TELUS does not claim ownership of the Customer's Content that the Customer may post, upload, input, provide, submit or otherwise transmit to TELUS or any third party, using the ASP Services. However, the Customer agrees that by posting, uploading, inputting, providing, submitting or otherwise transmitting the Customer's Content to TELUS or any third party, using the ASP Services, the Customer has thereby granted TELUS a royalty-free, non-exclusive license to use, copy, distribute, transmit, display, edit, delete, publish and translate such Customer's Content to the extent reasonably required by TELUS to provide the ASP Services to the Customer or to ensure adherence to or enforce the terms of this Agreement.

The Customer's Content shall be in "server-ready" condition, requiring no additional manipulation by TELUS, and shall comply with the technical constraints and limitations of the ASP Services. If the Customer's Content is not "server-ready", it may be rejected.

Use of the ASP Services requires a certain level of knowledge in the use of Internet languages, protocols and software, which level varies according to the anticipated use of the ASP Services. The Customer must have the knowledge necessary to create and maintain a web site. TELUS shall not be responsible for providing this knowledge or related customer support.

3. Bandwidth, storage and e-mail usage

Use of the ASP Services will not exceed the bandwidth, storage space and e-mail usage or any other limits applicable to the ASP Services ordered by the Customer. If the Customer exceeds any of these limits, TELUS may, at its sole discretion, apply additional charges, suspend or terminate the ASP Services. If TELUS suspends or terminates the ASP Services, the Customer shall not be entitled to a refund of any unused prepaid charges, and is responsible for payment of applicable termination charges.

4. Domain names

The Customer shall provide TELUS with a registered domain name or names, or TELUS shall register such domain name or names selected by the Customer, provided such domain name or names are available for registration and do not violate any policies of Network Solutions or other registration services, or any law or regulation. The Customer shall pay TELUS in accordance with the provisions of the General Terms and Conditions of this Agreement for any fees paid by TELUS to Network Solutions or other registration services in respect of the registration and maintenance of such domain name or names. In the event of any dispute or cause of action arising out of the Customer's domain name used in connection with the ASP Services, TELUS shall, upon the Customer's request, attempt to register with Network Solutions or another registrar an alternative domain name chosen by the Customer. The Customer agrees to be bound by the terms of the current domain name policy of Network Solutions and/or the policies of the national DNS registration authorities to which the Customer becomes subject upon registration of a domain name. The inability to use a domain name shall not entitle the Customer to a refund by TELUS of any fees paid with respect to the registration of such unusable domain name. If the Customer received a "Free Domain Name Registration" offer with the ASP Services, and the Customer terminates the ASP Services within one year of such domain name registration, the Customer shall immediately pay TELUS the full retail price for such domain name registration in effect when such domain name was registered, in addition to any other applicable early termination charges. If manual intervention is required by TELUS to complete the transfer of a domain to another service provider, an administrative transfer charge will apply for each domain. The Customer shall not have the option of submitting its own DNS entries since TELUS is not a registrar and therefore assumes that the Customer wishes to obtain hosting services directly from TELUS. All charges related to domain name registration are non-refundable. The Customer is responsible for registering the correct spelling of any misspelled domain name.

5. Viruses and spam

TELUS is not responsible for, or liable for any damages arising from, viruses or spam that may infect the Customer's computer equipment or other property as a result of the Customer's access to or use of the ASP Services or by downloading any materials, data, text or images using the ASP Services.

6. Links

Any links to a supplier's or other third party's web site provided as part of the ASP Services are provided as a convenience only, and TELUS is not responsible for and makes no representations, warranties or conditions concerning the contents of any linked site. The Customer shall comply with the terms and conditions of use that may apply to the use of the linked sites.

7. Termination

TELUS is not responsible to notify any third party of any suspension, restriction or termination of the ASP Services. If the ASP Services are suspended, restricted or terminated, TELUS shall have no obligation to maintain any Customer's Content or other information related to the ASP Services and all such Customer's Content or information may be immediately deleted.

8. Service Level Objectives

TELUS will make reasonable efforts to meet the Service Availability Target described below, but any failure to meet the Service Availability Target is not a breach or default of this Agreement, and will not result in payment of any credits, compensation or other amounts by TELUS. All averages are measured over monthly billing periods.

Service Availability	Standard	Service Availability Target
time during which the Service functionality is available for use	24 x 7 x 365	99.7%

Any interruption in Service Availability caused by TELUS' scheduled maintenance activities, by the Customer's equipment, by any act or omission of the Customer, or by any event of force majeure, is excluded from all Service Availability calculations.

SPECIFIC CONDITIONS: SHARED HOSTING SERVICES

The Specific Conditions in this section apply to all Shared Hosting Services, including Domain Name Services, ("Shared Hosting Services") included in the TELUS Business One Solution provided to the Customer. Shared Hosting Services are provided by TELUS Communications Company. Any capitalized words and expressions that are not defined in these Specific Conditions have the meaning set out for such words and expressions in the Customer's Customer Agreement with TELUS for the TELUS Business One Solution.

1. Service Description

Shared Hosting Services provide the Customer with virtual space within TELUS' server infrastructure and other TELUS service components that supports the Customer's World Wide Web site or Internet presence. Shared Hosting Services do not include content design, development, FTP master maintenance, uploading and publishing, Common Gateway Interface scripts and other executables, or programs and applications developed or used by the Customer.

2. Customer Responsibilities and Service Restrictions

2.1 Use

The Customer is responsible for maintaining the confidentiality and security of, and is responsible for the actions of any party using, all user IDs and passwords assigned to the Customer. The Customer will immediately advise TELUS by email or telephone of any unauthorized use of the ASP Services or the user IDs or passwords, or of any other breach of security, and will provide assistance requested by TELUS to stop or remedy any breach of security.

The Customer shall comply with the TELUS Acceptable Usage Policy (the "AUP"), published at <http://www.telusquebec.com/internetpolicy>.

The Customer consents to the collection, use and disclosure by TELUS and its agents of the Customer's personal information (whether previously collected or to be collected) for the purposes identified in the TELUS Privacy Commitment (the "TPC"), published at <http://www.telusquebec.com>. TELUS may change the UP and the TPC at any time, in its sole discretion, and publishing the changed UP or TPC on their respective Web sites will be sufficient notice of the changes to the Customer. The Customer shall not permit any person under the age of majority to use the Shared Hosting Services and, if the Customer is an individual, the Customer warrants that (s)he is at least the age of majority. The Customer warrants that it has or will acquire all authorization(s) necessary for hypertext links to third-party web sites.

The Customer's use of the Shared Hosting Services will not exceed the bandwidth, storage and email usage limits set out on the Hosting Web Site (http://www.telusquebec.com/telus_en/grandesentreprises/hebergementweb/web.jsp) If the Customer uses any bandwidth or storage space in excess of the specified number of megabytes per month or exceeds email storage and attachment size limitations, TELUS may, in its sole discretion, bill the Customer for additional charges, suspend all or some of the Shared Hosting Services, or terminate this Agreement.

2.2 Content

The Customer is responsible for the supply, delivery and content of all information, data, software or other material (the "Customer's Content") that is submitted to or placed on the service components or that the Customer posts, uploads, stores, transmits or receives through or using the Shared Hosting Services. All Customer Content submitted to the service components must be "server-ready," requiring no additional manipulation by TELUS, and must conform to the constraints and limitations specified on the Hosting Web Site.

TELUS (a) is not responsible for, (b) does not monitor or censor, (c) exercises no control over the content, accuracy or quality of, and (d) is not responsible for re-creating or re-transmitting, the Customer's Content or any data or information in, transmitted or received through or using the Shared Hosting Services. TELUS is not responsible to provide any support required to use the Shared Hosting Services (including support in the use of Internet languages, protocols and software).

2.3 Enforcement

In addition to its rights in the General Conditions, TELUS has the right to block access to, or to remove or require the Customer to remove from the service components, any Customer's Content (including any hypertext links to other Web sites) that violates any provisions of this Agreement, that may expose TELUS to legal liability, or that may be deemed, in TELUS' sole discretion, to be illegal, objectionable or infringing on any third party's rights. If TELUS exercises any of these rights, it is not obligated to refund any charges paid in advance by the Customer.

To prevent damage or degradation to TELUS' network or any service components, or to comply with any law, regulation, court order or other governmental request or order, TELUS may access and disclose the Customer's Content or any information it considers necessary or appropriate, including, without limitation, user profile information (name, email address, etc.), IP addressing and traffic information, or usage history, and TELUS' right to disclose under this sub-section will prevail over the TPC.

3. Ownership

TELUS shall own all Internet Protocol ("IP") numbers and email accounts that may be assigned to the Customer by TELUS. TELUS has the right to change or remove any and all such IP numbers and email accounts at any time.

TELUS does not claim ownership of the Customer's Content. By using the Shared Hosting Services, the Customer grants TELUS a royalty-free, non-exclusive license to use, copy, distribute, transmit, edit, delete, publish and translate the Customer's Content to the extent reasonably required by TELUS to provide the Shared Hosting Services or to enforce the terms of this Agreement and the Customer confirms that by doing so, TELUS will not infringe any intellectual property rights of the Customer or any other person.

4. Links

Any links to a supplier's or other third party's web site provided as part of the Shared Hosting Services are provided as a convenience only, and TELUS is not responsible for and makes no representations, warranties or conditions concerning the contents of any linked site. The Customer shall comply with the terms and conditions of use that may apply to the use of the linked sites.

5. Viruses and spam

TELUS is not responsible for, or liable for any damages arising from, viruses or spam that may infect the Customer's computer equipment or other property as a result of the Customer's access to or use of the Shared Hosting Services or by downloading any materials, data, text or images using the Shared Hosting Services.

6. Domain Name Registration, Renewals, Transfers and Restrictions

6.1 Domain Names

TELUS will register a domain name(s) provided or selected by the Customer, provided that the domain name is available for registration and does not violate any domain registrar's policies, or any law or regulation. The Customer shall pay TELUS all charges for the registration and maintenance of such domain name(s), and any such charges are non-refundable. If any dispute or claim arises out of or related to the domain name used by the Customer in connection with the Shared Hosting Services and the Customer so requests, TELUS will attempt to register an alternative domain name chosen by the Customer. The Customer shall be bound by the terms of the domain registrar's domain name policy and/or the policies of the registration authorities.

6.2 New Domains

New domain names can be registered for up to 3 years. The domain name will be registered with TELUS name servers by default, and will not become active until 24 to 48 hours after registration is completed.

6.3 CA Domains

Upon submitting a new CA domain name registration, the Canadian Internet Registration Authority (CIRA) will direct the Customer by email to the CIRA web site to confirm and complete the registration. New CA domain names are not registered until the Customer confirms and completes registration with CIRA as directed in the confirmation email. CIRA may require additional information or documentation to complete a CA domain name registration, and if so, CIRA will email the Customer with instructions. The Customer must meet the **Canadian Presence Requirements For Registrants** in order to qualify to register a CA domain name. If there is a conflicting CA domain name, CIRA will email the owner of the conflicting domain name three times asking that person to authorize client's registration by replying to each of those three emails. The domain name is not registered until the owner of the conflicting domain name responds to all three emails, and during this time the domain name will not be available for use. Due to CIRA rules and registration guidelines, the Customer's chosen domain name may not be available, and if so, the Customer may need to register an alternate domain name.

6.4 Domain Renewals

Shared Hosting Services do not include domain name renewals. Renewals for new domain names registered with or transferred to TELUS are accepted online at <https://clientele.telusquebec.com/fsa>. TELUS will email the admin contact, at the address listed in the WHOIS / CA WHOIS / CC WHOIS database ("WHOIS Database") prior to expiry about the approaching renewal and with renewal instructions. For domain names hosted by TELUS, the Customer must renew the domain name with the current registrar. The Customer may transfer a domain name to TELUS by submitting a transfer order online to the Hosting Web Site.

6.5 Host Domain

No registration fee is charged when the Customer uses an existing domain name.

6.6 All Registrations

The Customer must update the name servers in accordance with instructions provided by TELUS. TELUS cannot modify a Customer's domain name. Name servers are not updated during domain name transfers. TELUS is not responsible or liable for any use of a domain name prior to confirmation of registration of the domain name. TELUS does not guarantee that any domain name can be successfully registered or transferred. The Customer must keep all contact information relating to the Customer's domain name updated and accurate.

7. Changes by TELUS

TELUS may change the Service terms and conditions for Shared Hosting Services, including the charges or any policies, at any time. Any changes to the UP and TPC will be made in accordance with sub-section 2.1 of these Service Specific Terms and Conditions. Any other changes will be posted on the Hosting Web Site, and become effective upon posting. A notice that changes have been made will be posted on the Hosting Web Site for 30 days, and the Customer must regularly review the Hosting Web Site to obtain timely notice of such changes. The Customer's continued use of the Shared Hosting Services following posting of any such changes will constitute acceptance of such changes by the Customer. If the Customer does not agree to any such change, the Customer must immediately cease any use of the Hosting Services and notify TELUS of termination in accordance with sub-section 4 of these Service Specific Terms and Conditions.

SPECIFIC CONDITIONS: DESKTOP BACKUP SERVICES

The Specific Conditions in this section apply to all Desktop Backup Services included in the TELUS Business One Solution provided to the Customer. Desktop Backup Services are provided by TELUS Communications Company. Any capitalized words and expressions that are not defined in these Specific Conditions have the meaning set out for such words and expressions in the Customer's Customer Agreement with TELUS for the TELUS Business One Solution.

1. Service Description

Desktop Backup Services enable the Customer to backup and retrieve data files over the Internet, and to secure and recover data that resides on the Customer's laptop and desktop computers. The Customer's data is stored automatically at a secure data centre, and can be retrieved at any time by the Customer's end users.

2. User Seats and Online Ordering Function

Desktop Backup Service is provided on a per seat basis, and Part 2 specifies the number of seats initially ordered by the Customer. The Customer must obtain one seat for each individual user, and multiple users cannot share a seat. If the number of seats is increased within the permissible increase limit, no additional set-up charge will apply. The permissible increase limit is 10.0% of the number of seats initially ordered by the Customer, but TELUS may change the permissible increase limit at any time. Any changes will be posted at http://www.telusquebec.com/telus_en/grandesentreprises/solutions/sauvegarde/sauvegarde.jsp, and become effective on posting.

3. Customer Responsibilities:

3.1 Connection

The Customer is responsible for obtaining Internet access services or other services (under a separate agreement with TELUS or other service provider) for the purpose of connecting to and using the Desktop Backup Services.

3.2 Use

The Customer is responsible for maintaining the confidentiality and security of, and is responsible for the actions of any party using, all user IDs and passwords assigned to the Customer. The Customer will immediately advise TELUS by email or telephone of any unauthorized use of the Desktop Backup Services or the user IDs or passwords, or of any other breach of security, and will provide assistance requested by TELUS to stop or remedy any breach of security.

The Customer and its users will not attempt to gain or allow access to any data, files or programs to which they are not entitled under this Agreement and if such access is obtained, the Customer and its users will safeguard as confidential information, and immediately return, such materials to TELUS and/or its suppliers and licensors, without using, copying, disclosing or distributing such materials.

The Customer and its users shall: (a) use and access the Desktop Backup Services only within Canada and the United States; (b) comply with the TELUS' Acceptable Use Policy located at <http://www.telusquebec.com/internetpolicy>; and (c) not reproduce, duplicate, copy, sell, resell, disassemble, decompile or reverse engineer all or any part of the Desktop Backup Services. Use of software included with the Desktop Backup Services may also be subject to additional license terms and conditions or conditions of use, upon accessing the Services. The Customer shall comply with all of these license terms and conditions and conditions of use. The Customer shall not merge or embed any such software into any other computer program or work. Without limiting any such license terms and conditions or conditions of use, the Customer shall not export any software included with the Desktop Backup Services outside of Canada or the United States.

Use of the Desktop Backup Services in any application that may involve risks of death, personal injury, severe property damage or critical environmental damage or in any life support applications, devices or systems is prohibited.

3.3 Content

The Customer is solely responsible for all information, data, software or other material or content transmitted, stored or received by the Customer using the Desktop Backup 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 checking, verifying or editing the Customer's Content or completeness or for detecting errors or anomalies or for recreating or re-transmitting data.

4. Enforcement

In addition to its rights in the General Terms and Conditions, TELUS has the right to block access to, or to remove or require the Customer to remove from the service components, any Customer's Content that violates any provisions of this Agreement, that may expose TELUS to legal liability, or that may be deemed, in TELUS' sole discretion, to be illegal, objectionable or infringing on any third party's rights. If TELUS exercises any of these rights, it is not obligated to refund any charges paid in advance by the Customer.

The Customer consents to and authorizes: (a) TELUS to disclose the Customer's name, address and other information to TELUS' suppliers and service providers, on a confidential basis, to enable TELUS' suppliers and or service providers to perform their obligations to TELUS, and (b) TELUS and/or TELUS' suppliers and service providers to track the IP addresses or other information of Customer's users to monitor the use of the Desktop Backup Services for suspected unauthorized use, and to disclose such information to the extent reasonably necessary to prevent damage or degradation to TELUS' network or any service components, comply with applicable law and to protect or enforce the rights of TELUS, TELUS' suppliers, licensors, and customers.

5. Exclusions and Restrictions of the Service

Desktop Backup Service does not provide, and TELUS does not guarantee, absolute security or protection of the data or information transmitted or received through the Customer's equipment. The Customer is responsible to implement its own security policies with respect to use of the Customer's equipment, services or facilities used in connection with the Services.

6. Links

Any links to a supplier's or other third party's web site provided as part of the Services are provided as a convenience only, and TELUS is not responsible for and makes no representations, warranties or conditions concerning the contents of any linked site. The Customer shall comply with the terms and conditions of use that may apply to the use of the linked sites.

7. Viruses and spam

TELUS is not responsible for, or liable for any damages arising from, viruses or spam that may infect the Customer's computer equipment or other property as a result of the Customer's access to or use of the Services or by downloading any materials, data, text or images using the Services.

8. Material and Service requirements

The Customer shall ensure that all material and data placed on TELUS's equipment are in "server-ready" condition, that is in a form requiring no additional manipulation by TELUS. The Customer shall ensure that all the material and data complies with the constraints and limitations in respect of managed applications. TELUS shall make no effort to validate any of this information for content, correctness or usability. In the event that the Customer's material is not "server-ready", TELUS has the option at any time of rejecting this material. TELUS shall notify the Customer of its refusal of the material and give the Customer an opportunity to amend or modify the material to satisfy TELUS's needs and/or requirements. Use of the Service requires a certain level of knowledge in the use of Internet languages, protocols and software. This level of knowledge varies according to the anticipated use of the Service delivered to the Customer. TELUS shall not be responsible for providing this knowledge or customer support.

9. Bandwidth, storage and e-mail usage

The Customer agrees that use of the Service hereunder will not exceed the bandwidth, storage and e-mail usage or any other limits set out for the Service ordered by the Customer. If the Customer uses any bandwidth or storage space in excess of the agreed-upon number of megabytes per month or exceeds e-mail storage and attachment size limitations or makes any abusive use of the Service, TELUS may, at its sole discretion, assess the Customer with additional charges according to TELUS's current pricing policy, suspend (to the extent reasonably necessary) the Service, or if neither the assessment of additional charges nor suspension is feasible under the circumstances, terminate this Agreement. In the event that TELUS elects to take corrective action, the Customer shall not be entitled to a refund of any unused prepaid fees.

10. Miscellaneous components

The Customer acknowledges that the Service does not include content design, development, file transfer protocol (FTP) master maintenance, uploading and publishing, Common Gateway Interface (CGI) scripts and other such executables and that all of the foregoing shall be the Customer's responsibility and shall comply with the limitations in respect of managed applications.

11. Service Levels Objectives

The following table sets out performance measures and service level objectives for the Desktop Backup Services. Failure of TELUS to comply with the service level objectives is not a breach or material default of any provision of this Agreement, and the Customer is not entitled to any credit or other remedy for any such failure.

Measure	Indicator	Standard	Service Level
Service Availability*	Time during which the service is available for use.	7 days by 24 hours	99.9% averaged over 90 days
Service Maintenance	The time required to perform regular service maintenance activities.	All maintenance activities will be scheduled during the pre-identified time slots	N/A
Service Level Response Time*	The duration required to start the repair service from the time a service outage is detected or reported.	Less than 4 hours	99.9% averaged over 90 days

Note: * does not include time spent during maintenance windows

12. Changes by TELUS and Notices

TELUS may change this Agreement, including the charges, policies, performance measures or service level objectives at any time. Publishing the changed <http://www.telusquebec.com/internetpolicy> will be sufficient notice of the changes to the Customer. Any other changes by TELUS may be made by giving 30 days notice to the Customer. Unless the Customer gives TELUS a notice of termination within seven calendar days of receipt of the TELUS notice, the change is binding on the Customer. If the Customer gives a notice of termination to TELUS, the termination will be effective on the date the change would otherwise have become effective. The Customer must pay all charges for the TELUS Desktop Backup Services up to the date of termination, but will not be required to pay termination charges for termination under this sub-section.

Despite anything else in this Agreement, any notices by TELUS under this sub-section shall be given by email to the email address specified by the Customer when first ordering the TELUS Desktop Backup Services, and any notice by the Customer shall be given by email to: business@telusquebec.net. TELUS and the Customer may change their email address for any such notices by sending a notice of the new email address to the email address of the other.

CUSTOMER LICENSE TERMS

NOTICE REGARDING USE OF MICROSOFT SOFTWARE PRODUCTS

This document concerns your use of Microsoft software, which includes computer software provided to you by TELUS as described below, and may include associated media, printed materials, and “online” or electronic documentation (individually and collectively “SOFTWARE PRODUCTS”).

TELUS does not own the SOFTWARE PRODUCTS and the use thereof is subject to certain rights and limitations of which TELUS need to inform you. Your right to use the SOFTWARE PRODUCTS is subject to your agreement with TELUS, and to your understanding of, compliance with and consent to the following terms and conditions, which TELUS does not have the authority to vary, alter or amend.

1. DEFINITIONS.

“Client Software” means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

“Device” means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant “smart phone”, or other electronic device.

“Server Software” means software that provides services or functionality on a computer acting as a server.

“Redistribution Software” means the software described in Paragraph 14 (“Other Rights and Limitations”) below.

2. OWNERSHIP OF SOFTWARE PRODUCTS.

The SOFTWARE PRODUCTS are licensed to TELUS from an affiliate of the Microsoft Corporation. All title and intellectual property rights in and to the SOFTWARE PRODUCTS (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the SOFTWARE PRODUCTS) are owned by Microsoft or its suppliers. The SOFTWARE PRODUCTS are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the SOFTWARE PRODUCTS does not transfer any ownership of the SOFTWARE PRODUCTS or any intellectual property rights to you.

3. USE OF CLIENT SOFTWARE.

You may only use the CLIENT SOFTWARE installed on your Devices by TELUS only in accordance with the instructions, and only in connection with the services, provided to you by TELUS.

4. USE OF REDISTRIBUTION SOFTWARE.

In connection with the services provided to you by TELUS, you may have access to certain “sample”, “redistributable” and/or software development (“SDK”) software code and tools (individually and collectively “Redistribution Software”). YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS (“SPUR”) APPLICABLE TO TELUS, WHICH TERMS MUST BE PROVIDED TO YOU BY TELUS. Microsoft does not permit you to use any Redistribution Software unless you expressly agree to and comply with such additional terms, as provided to you by TELUS.

5. COPIES.

You may not make any copies of the SOFTWARE PRODUCTS; provided, however, that you may (a) make one (1) copy of Client Software on your Device as expressly authorized by TELUS; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with TELUS, upon notice from TELUS or upon transfer of your Device to another person or entity, whichever first occurs. You may not copy the printed materials accompanying the SOFTWARE PRODUCTS.

6. LIMITATIONS ON REVERSE ENGINEERING DECOMPIATION AND DISASSEMBLY.

You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCTS, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

7. NO RENTAL.

You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the SOFTWARE PRODUCTS to any third party, and you may not permit any third party to have access to and/or use the functionality of the SOFTWARE PRODUCTS.

8. TERMINATION.

Without prejudice to any other rights, TELUS may terminate your rights to use the SOFTWARE PRODUCTS if you fail to comply with these terms and conditions. In the event of termination or cancellation, you must stop using and/or accessing the SOFTWARE PRODUCTS, and destroy all copies of the SOFTWARE PRODUCTS and all of its component parts.

9. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.

ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED SOLELY BY TELUS AND NOT BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES.

10. PRODUCT SUPPORT.

Any product support for the SOFTWARE PRODUCTS is provided to you by TELUS and is not provided by Microsoft or its affiliates or subsidiaries.

11. NOT FAULT TOLERANT.

THE SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

12. EXPORT RESTRICTIONS.

The SOFTWARE PRODUCTS are of U.S. origin for purposes of U.S. export control laws. You agree to comply with all applicable international and national laws that apply to the SOFTWARE PRODUCTS, including the U.S. Export Administration Regulations, as well as end-user, end use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

13. LIABILITY FOR BREACH.

In addition to any liability you may have to TELUS, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.