

Terms and Conditions for SaskTel E-mail Protection Services

This is a contract between you (either on your own behalf or as an authorized representative of your company or organization) and SaskTel. It sets out the terms and conditions which apply to your purchase and use of SaskTel E-mail Protection Services (the "Services"). In this Agreement "you" and "the Customer" are used synonymously.

By subscribing to the Service under the Customer's name or the Customer's business name or by using the Service, the Customer is agreeing to be legally bound by and abide by the terms specified herein. If the Customer does not agree to be bound by these terms, the Customer may not subscribe for, access or use the Service. Your use of any software provided with the Service or as a component part of the Service is subject to license terms as amended from time to time contained within this Agreement or posted on sasktel.com, or provided to the Customer by e-mail or in any other manner. Use of any of SaskTel's web sites is subject to terms posted on such web sites from time to time.

SaskTel reserves the right to change or modify this Agreement, and any policy or guideline incorporated by reference at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to both existing and future customers. Any changes or modification will be effective upon posting of the revisions on www.sasktel.com (the "Site".) SaskTel will post a notice of such changes or modifications on the Site for thirty (30) days. You are responsible for regularly reviewing the Site to obtain timely notice of such changes or modifications. Your continued use of the Services following SaskTel's posting of any changes or modifications will constitute your acceptance of such changes or modifications.

SERVICES CONTRACT

1. Services

SaskTel will provide to you the services specified in the Services Schedule (the "Services") portion of this Agreement. Within seven (7) business days of the date on which you subscribe to the Services, you will receive an e-mail that will specify the process for activating your account and acquiring access to the Services through an activation key.

2. Fees and Billing

SaskTel will bill the Customer for the Services as specified in the Services Schedule portion of this Agreement.

3. Term

This Agreement is effective from the date that you subscribe for the Services. The term of this Agreement is month to month. This Agreement can be terminated by the either party by providing the other party one month prior written notice of a party's intention to terminate this Agreement.

4. Charges and Payment

4.1 Credit. You authorize SaskTel to conduct a credit check in connection with your application for the Services. SaskTel may use any information obtained through this application or from any credit reporting agency or bureau. Such information will be treated as confidential by SaskTel.

4.2 Charges. You agree to pay all charges and applicable taxes incurred related to your use of the Services, in accordance with the charges, terms and conditions established from time to time by SaskTel that are applicable to the Services which you have selected. Such charges, terms and conditions may be posted on the Site or otherwise made available to you

by SaskTel. All charges for the Services are net of tax and you will be responsible for the payment of all federal, provincial, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services.

4.3 Payment. SaskTel will post charges for the Services you have consumed to your phone bill once a month. Prices for the Services are subject to change by SaskTel from time to time. SaskTel will endeavor to provide you with seven (7) days prior notice of any changes in the charges for the Services. Such notice may be given by SaskTel to you by e-mail or by posting of such changes to the Site. Your continued use of the Services after the effective date of such changes in the charges for the Services constitutes your agreement to and acceptance of such changes.

4.4 Late Payment. If you fail to pay any charges within thirty days from the date of the invoice ("the due date") for the Services, interest at the rate specified on the invoice for the Services will also become payable by you. In addition, your failure to fully pay any charges and taxes within thirty days after the due date is a material breach of this Agreement, and SaskTel has the right, in addition to all other remedies available to it, to prohibit you from future use of the Services. Any such prohibition will not relieve you from paying past due charges plus interest. In the event of collection enforcement action by SaskTel, you will be liable for any charges associated with such collection, including, without limitation, legal fees, court costs and any collection agency fees.

5. Suspension and Termination

5.1 SaskTel may restrict, suspend or terminate some or all of the Services or terminate this Agreement upon two days prior written notice to you if SaskTel determines, in its sole discretion, that you are an unacceptable credit risk.

5.2 Despite any other provision in this Agreement, SaskTel may immediately restrict, suspend or terminate some or all of the Services without notice:

- (a) to comply with any law, regulation, court order or other governmental request or order;
- (b) to prevent damage or degradation to SaskTel's network or any component of the Services that may be caused by you, or any person using the Services;
- (c) to protect SaskTel from legal liability or from other acts or omissions of by you that may be deemed, in SaskTel's sole discretion, to be illegal;
- (d) for a violation (as deemed by SaskTel in its sole discretion) of any provisions of this Agreement relating to the use or misuse of the Services by you, including any policies or instructions communicated to you by SaskTel or Navigata; or
- (e) if the Customer fails to pay any amount when due under this Agreement and has not remedied such failure within five (5) days of written notice from SaskTel to do so.

5.3 Either SaskTel or the Customer may terminate this Agreement and the Services by giving notice to the other if the other:

- (a) is in material default of any provision of this Agreement, and does not remedy that default within 30 days after receiving notice of the material default;
- (b) becomes insolvent or bankrupt;
- (c) appoints, or has appointed for it, a receiver or trustee in bankruptcy;
- (d) makes an assignment or takes any other action for the benefit of its creditors;
- (e) has instituted against it any proceeding in bankruptcy, receivership or liquidation, and such proceedings continue for 30 days without being dismissed; or
- (f) is wound up or dissolved.

5.4 Investigation of Violations. SaskTel may investigate any reported violation of this Agreement, its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstances to protect the Services, customers and/or third parties.

6. Customer Responsibilities

6.1 During the term of this Agreement, you have the following obligations, in addition to those set forth elsewhere in this Agreement.

6.2. Customer will comply with any restrictions on use of the Services in this Agreement, and with any use policies or instructions communicated to you by SaskTel or posted on the Site.

6.3 The Customer is and will remain solely responsible for managing and for complying with all laws, rules and regulations regarding administration of its e-mail system and data, including but not limited to, obtaining any consent and/or acknowledgement from its employees and service providers (if applicable) in managing its e-mail system.

6.4 You agree that you will not resell the Services or make any commercial use of or create or offer derivative versions of the Services either directly or through a third party.

6.5 For each mailbox for which the Customer will be routing e-mail through the Services, the Customer shall establish an e-mail account in SaskTel's supplier's Message Center. You will not allow more than five (5) alternative addresses/aliases for each e-mail account established in such Message Center.

6.6 You are responsible and will indemnify SaskTel for, and save SaskTel harmless from and against, all charges, losses, costs, liabilities and damages of any kind whatsoever related to the use of the Services by you or any person other than SaskTel, including the manner in which the Services are used and your data, equipment and software (if any) used with the Services, and including your violation, alleged violation, or misappropriation of any intellectual property right (including, without limitation, trademark, copyright, patent, trade secrets) or non-proprietary rights of a third party (including, without limitation, defamation, libel, violation of privacy or publicity), but not including any charges, losses, costs, liabilities or damages caused by the negligence of SaskTel.

6.7 IF YOU FAIL TO COMPLY WITH THE OBLIGATIONS SET FORTH IN SECTION 6, SASKTEL SHALL INFORM YOU AND RESERVES THE RIGHT TO SUSPEND THE SERVICES UNTIL SUCH FAILURE IS REMEDIED. NOTWITHSTANDING THE FOREGOING, THE FAILURE OF THE CUSTOMER TO COMPLY WITH THE OBLIGATIONS SET FORTH IN THIS SECTION 6 MAY BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT BY SASKTEL.

7. Property Rights

7.1 Title to, ownership of, and all intellectual property rights in, any facilities, equipment, software, systems, processes and documentation used to provide the Services and in or associated with the Services will be and remain with SaskTel, or its suppliers and licensors. Unless expressly stated elsewhere in this Agreement, this Agreement does not grant to you any intellectual property or other rights or licenses in or to the Services or any portion thereof.

7.2 You agree not to modify, reverse engineer, decompile, disassemble or otherwise discover the source code of the software used to provide the Services or any component of the Services. You agree not to remove, alter or destroy any proprietary, trademark or copyright markings or notices placed upon or contained within the Services or related documentation.

8. Applicable Policies

The SaskTel Privacy Policy as amended from time to time at <http://www.SaskTel.ca> (link at page bottom) describes how SaskTel collects, stores, processes and uses information associated with your use of the Services. You hereby consent to the collection, use and disclosure by SaskTel and its agents of your personal information (whether previously collected or to be collected) for the purposes identified in the SaskTel Privacy Policy.

9. Warranties

9.1 SASKTEL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR NON-INFRINGEMENT OR ANY OTHER CONDITIONS WITH RESPECT TO THE SERVICES. SASKTEL DOES NOT GUARANTEE ERROR-FREE OR UNINTERRUPTED OPERATION OF THE SERVICES.

9.2 The Customer understands and acknowledges that there is no guarantee that all spam and all viruses will be eliminated and that legitimate e-mail will not be occasionally quarantined as spam, and that the above warranty does not include any such promises. Disaster recovery services are provided only up to the spooling level selected by the Customer, and if such spooling level is exceeded, messages may bounce back to the sender.

10. Confidentiality

10.1 SaskTel and the Customer both acknowledge that in the course of this Agreement, each party may have access to the other's Confidential Information. "Confidential Information," as used in this Agreement, means information not generally known to the public, in written, oral or any other form, that a party designates as being confidential or that, under the circumstances surrounding disclosure, should be clear that it is confidential. For clarity, The Customer's Confidential Information shall also include the Customer's e-mails that are subject to the Services.

10.2 The obligations of this Section 10 shall not apply to Confidential Information that (i) was in the possession of, or was rightfully known by a receiving party, without an obligation to maintain its confidentiality, prior to the time of disclosure; (ii) is or becomes generally known to the public without violation of this Agreement; or (iii) is obtained by a receiving party in good faith from a third party having the right to disclose it without an obligation of confidentiality.

10.3 Each party hereby agrees that during the term of this Agreement and for a period of two (2) years after the expiration or termination of this Agreement, it will not make any such Confidential Information available to any third party and will not use the other's Confidential Information for any purposes other than to exercise its rights and perform its obligations under this Agreement. Each party shall take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement, and in any event each party shall exercise the same prudent practice in preserving this information as it does to preserve its own Confidential Information. The foregoing obligations will not restrict either party from disclosing the other party's

Confidential Information or the terms and conditions of this Agreement pursuant to the order or requirement of a court or other governmental body, provided that the party required to make such disclosure gives prompt notice to the other party where it is legally able to do so, to enable the owner of the Confidential Information to contest such order or requirement.

10.4 Consent. You consent to the disclosure of and sharing by SaskTel and its affiliates and their agents of information that they have about you in order to assess your creditworthiness and to market or provide SaskTel products and services.

11. Customer Information

Unless the Customer provides express consent or disclosure is pursuant to a legal power, all information kept by SaskTel regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by SaskTel to anyone other than: the Customer; a person who, in the reasonable judgment of SaskTel is seeking the information as an agent of the Customer; another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose; a company involved in supplying the Customer with telephone 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; an agent retained by SaskTel to evaluate the Customer's creditworthiness or collect the Customer's account, provided the information is required for and is to be used only for that purpose; or to a public authority or agent of a public authority, if in the reasonable judgment of SaskTel it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information. 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, or electronic confirmation via the Internet.

12. Indemnity

SaskTel, at its expense, shall indemnify, defend and hold harmless the Customer against any losses, costs and damages finally awarded by a court of competent jurisdiction against the Customer arising from a claim by a third party against the Customer that the Services, or any part thereof, infringe any Canadian patent or copyright. rights of such third party. SaskTel's obligations under this Section are subject to the Customer providing SaskTel with (i) prompt written notice of the claim, (ii) sole control over the defense or settlement (subject, in the case of settlement, to the Customer's consent, which consent shall not be unreasonably withheld or delayed), and (iii) reasonable support and cooperation with regard to the defense. In the event that SaskTel's right to provide the Services is enjoined or in SaskTel's reasonable opinion is likely to be enjoined, SaskTel may, at its expense, obtain the right to continue providing the Services, replace or modify the Services so that they become non-infringing but remain functionally equivalent, or if such remedies are not reasonably available, terminate this Agreement without liability to the Customer. Notwithstanding the foregoing, SaskTel will have no liability pursuant to this Section for a claim of any kind to the extent it results from the following: (i) the combination, operation or use of the Services with equipment, devices, software or data not supplied by SaskTel if a claim would not have occurred but for such combination, operation or use; or (ii) your use of the Services other than in accordance with this Contract.

13. Limitation of Liability

EXCEPT REGARDING THE INDEMNITY OBLIGATIONS UNDER SECTION 6.6 AND A BREACH OF SECTION 10, IN NO EVENT INCLUDING ANY ARISING OUT OF OR IN

CONJUNCTION WITH THIS AGREEMENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL PUNITIVE, AGGRAVATED OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL), ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE PERFORMANCE OR OPERATION OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except regarding the indemnity obligations under Section 6.6, in no event shall either party's liability for any damages hereunder exceed the amounts paid by the Customer to SaskTel during the six (6) month period preceding the event that causes the damages. In the case of a breach by either party of Section 12, either party's liability to the other shall not exceed the amount paid by the Customer to SaskTel during the twelve (12) month period preceding the breach. Nothing in this section shall in any way limit the Customer's obligation to pay to SaskTel all amounts when due under this Agreement or in any way affect the exercise by SaskTel of all and any rights and remedies it may have to collect such amounts.

14. Notices

All notices necessary under this Agreement will be given in writing, and either personally delivered, or sent by registered mail or facsimile to SaskTel at 2121 Sask. Drive, Regina, Sask. S4P 3Y2, Attention: Legal Dept and your billing address as provided to SaskTel. Notices, if personally delivered or sent by facsimile, will be deemed to have been received the same day, or, if sent by registered mail, will be deemed to have been received 4 days (excluding Saturdays, Sundays and statutory holidays) after the date of mailing. Notice may be given to the Customer by SaskTel by e-mail if SaskTel has knowledge of the Customer's e-mail address. Any notice sent to the Customer by e-mail shall be deemed to have been received by the Customer the day after sending by SaskTel.

15. Force Majeure

SaskTel shall not be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control including, without limitation, domain name server issues outside the direct control of SaskTel, labour disruptions of any kind, labour shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, earthquakes, material shortages or any other matter beyond the control of SaskTel.

16. Assignment

You will not assign all or any part of this Agreement without the prior written consent of SaskTel. SaskTel may withhold its consent to a proposed assignment by you to a person who is in the business of providing telecommunications or telecommunications-related products or services. SaskTel may assign or subcontract all or any part of its rights and obligations under this Agreement or the Services without notice to you and without the need for your consent.

17. Governing Law

This Agreement and its application and interpretation will be governed exclusively by the laws prevailing in the Province of Saskatchewan and the federal laws of Canada applicable therein without reference to the choice of law rules of the Province of Saskatchewan. Venue and jurisdiction will be in Saskatchewan.

18. Severability

If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

19. No Waiver

The failure by you or SaskTel to exercise any right under this Agreement, or to insist upon strict or full performance of the obligations under this Agreement, will not constitute a waiver or relinquishment of any provision of this Agreement. In order to be binding upon 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.

20. 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.

21. Currency

All monetary amounts expressed in this Agreement are in Canadian dollars, unless otherwise expressly stated.

22. Amendments

Except as expressly provided for in this Agreement, modifications and amendments to this Agreement shall be invalid, unless made in writing that is signed by each party hereto.

23. Interpretation

The headings in this Agreement will not affect the interpretation of any provision of this Agreement.

24. Survival

The rights and obligations of SaskTel and the Customer pertaining to confidentiality, Indemnity and/or Limitation of Liability shall survive any expiration or termination of this Agreement.

25. Entire Agreement

This Agreement forms the entire agreement between the parties, and supersedes all prior written and oral communications and agreements between the parties concerning the Services.

Services Schedule

Service Description

By choosing SaskTel E-mail Protection your business can effectively prevent evolving e-mail threats from impacting your network and end users, reduce complexity, ease your administrative burden and lower your total cost of ownership when compared to software and/or appliance products. No other e-mail security provider can match SaskTel's scope and depth of secure e-mail boundary services for your business by offering you:

- Comprehensive e-mail threat prevention to stop spam, viruses, phishing and directory harvest attacks
- Flexible e-mail security policy enforcement for both inbound and outbound e-mails and attachments
- Support for secure encrypted e-mail transmission over the Internet based on the TLS protocol standard
- Complete e-mail management and reporting through a convenient web console
- Lower Total Cost of Ownership with patented preEMPT managed service technology
- High availability, fault tolerant e-mail processing

Real-Time Virus Protection

Evaluates the components of each message to determine if the message contains a virus using a heuristics-based virus engine.

Quarantines inbound e-mail messages that may be infected with a virus and makes these messages accessible to the individual user through the Message Center for review and disposition for a period of up to 14 days.

Uses McAfee AVERT resources to provide a dedicated connection to the McAfee virus definition servers, which allows updates to be applied automatically to the base of individual users.

Connection Manager with Threat Detection and Blocking

Monitors SMTP traffic to identify patterns of behavior that are associated with SMTP attacks, such as directory harvest attacks (DHA), denial-of-service (DoS) attacks and statistically significant spikes in spam or virus activity, and automatically rejects such attacks.

Delivery Manager with Throttling and Load Balancing

Regulates the delivery of inbound e-mail messages across destination servers regardless of operating system and/or geographic server location.

Balances inbound e-mail message load by automatically redirecting delivery of e-mail messages to fail-over resources in the event a destination server becomes unavailable.

Event-Based Alerts

Monitors status of inbound and outbound e-mail traffic and notifies designated individuals within the organization by e-mail, telephone or pager during SMTP attacks and system outages.

Description of Components of Enterprise Edition Services. Included below are descriptions of each of the services specified above in the Summary of Enterprise Edition Services.

Spam Filtering

Evaluates the components of each message to determine if the message is spam, using a heuristics-based anti-spam engine.

Quarantines inbound e-mail messages that may be spam, and makes these messages accessible to the individual user through the web-based Postini Message Center (the Message Center.) for review and disposition for a period of up to 14 days.

Can be customized at an organization and/or user group levels, using the Postini Administration Console, including creating unique settings at the user group and/or individual user levels and establishing controls based on job function and responsibilities.

Can be configured by individual users, who can specify their own filters, as permitted by the administrator.

E-MAIL PROTECTION SERVICES DESCRIPTION

- Spam Filtering
- Real-Time Virus Protection
- Connection Manager with Threat Detection and Blocking
- Delivery Manager with Throttling and Load Balancing
- Event Based Alerts
- Real-Time Monitoring and Reports
- Wireless Messaging
- Inbound Content Filtering
- Inbound Attachment Filtering
- Content and Transport Heuristics
- Summary E-mail to Individual Users of Quarantined E-mail Messages
- Outbound Content Filtering
- Outbound Attachment Filtering
- Outbound Virus Blocking
- Outbound Compliance Footer
- Basic Transport Layer Security (to be provided when available, which is currently anticipated to be during the first quarter of 2005)
- Disaster Recovery (upgrade may be purchased for an additional fee)

Real-Time Monitoring and Reports

Monitors status of inbound and outbound e-mail messages and can provide usage reports on an hourly, daily, or weekly basis, as specified by the administrator.

Includes usage audit record for policy enforcement and capacity planning.

Makes reports available through a web interface or for downloading for further analysis and distribution by the administrator.

Wireless Messaging

Forwards a copy of types of e-mail specified by the administrator to a text page device or alternate e-mail address.

Inbound Content Filtering

Allows an organization to create and enforce e-mail usage policies for inbound e-mail messages using flexible content filters based on sender and recipient addresses, key words, and attachments.

Allows an organization to define content-based exceptions to spam filters.

Allows an organization to monitor e-mail usage through a log of detailed filter activity.

Inbound Attachment Filtering

Enables companies to block or re-route inbound e-mail messages containing unwanted e-mail attachments.

Allows administrators to use productivity filters to create inbound e-mail policies based on attachment type, such as music, sound and movie files.

Allows designated senders, such as the Customer's designated partners, customers, and associates, to bypass specified e-mail policies through an optional approved sender list feature.

Content and Transport Heuristics

Content Heuristics are designed to identify common traits and characteristics of the legitimate business e-mail for specific industries and job functions, which can reduce the possibility of falsely quarantining legitimate e-mail.

Transport Heuristics are designed to identify communication networks by industry and job function and to authenticate inbound e-mail from these networks, which can reduce the possibility of falsely quarantining legitimate e-mail.

Summary E-mail to Individual Users of Quarantined E-mail Messages

Automatically alerts end-users to the presence of messages in their personal quarantine areas with a Quarantine Summary e-mail message.

Outbound Content Filtering

Allows an organization to create and enforce e-mail usage policies for outbound e-mail messages using flexible content filters based on sender and recipient addresses, key words, and attachments.

Outbound Attachment Filtering

Enables companies to block or re-route outbound e-mail messages containing large or harmful e-mail attachments.

Allows administrators to use productivity filters to create outbound e-mail policies based on attachment type, such as music, sound and movie files.

Outbound Virus Blocking

Scans outbound e-mail messages for viruses and blocks these, which can assist the Customer in protecting recipients of its e-mail from viruses.

Outbound Compliance Footer

Creates a standard organization-wide e-mail compliance footer to be automatically inserted into all outbound e-mail messages.

Disaster Recovery

Spools inbound e-mail continuously in the event of an outage of Customer's network or servers. Each mailbox will receive 5Mb of spooling storage for the period of time that is determined to be needed by the administrator.

Delivers stored e-mail messages following such an outage at a regulated rate to allow new inbound messages to be delivered concurrently.

Basic Transport Layer Security

Basic Transport Layer Security will allow inbound messages to Postini and outbound messages from Postini to be encrypted with the standard e-mail encryption protocol TLS. In order for messages to be encrypted, Customer is responsible for ensuring that the e-mail servers that are

sending messages to Postini and receiving messages from Postini have TLS capabilities enabled.

Service Changes

SaskTel reserves the right in its discretion to change the Service features, e-mail addresses, minimum equipment and software requirements and any other aspect of the Service at any time. SaskTel will endeavour to provide the Customer with thirty (30) days advance notice of changes to the Service. Such notice of changes to the Service charges may be provided by e-mail or other electronic means including the posting of a notice on one or more SaskTel web sites.

Service Pricing

Pricing for the Service starts at \$2.75 per user account per month. Volume discounts are available for customers with more than 100 user accounts.

The volume pricing provided is only available to mailboxes billed to a single SaskTel Customer account.

Billing for the Service will be based on a one day "snapshot" of the Customer's use of the Service taken by SaskTel each month showing the number of mailboxes the Customer has in that month. Mailboxes deleted by the Customer from the Service before the snapshot day will not be charged for in the month of deletion by the Customer. Conversely, if mailboxes are added by the Customer at anytime during the month but before the snapshot date, the Customer will be billed for those mailboxes for the entire month.

Service Support

- a) The SaskTel IP Support Centre will provide telephone assistance and e-mail support on a reasonable efforts basis, via the telephone number and during the hours specified at sasktel.com/support. Assistance is limited to the Customer's problems using the Services and may exclude problems related to certain equipment and software, as specified by SaskTel, in its discretion. SaskTel cannot guarantee the resolution of any particular problem.
- b) As a condition of providing such assistance, the Customer agrees that SaskTel will have no responsibility or liability for any loss or damage of any kind that either the Customer or the Customer's system incurs as a result of support assistance provided by SaskTel and its personnel, whether SaskTel employees or contracted agents.
- c) SaskTel in no way guarantees, makes any representation about, or supports the various applications the Customer may use in conjunction with the Service. The SaskTel IP Support Centre will support on a commercially reasonable efforts basis, Netscape Navigator, Netscape Messenger, Microsoft Internet Explorer, and Microsoft Outlook Express. Some Outlook functionality may not be available.
- d) SaskTel representatives may request information about the Customer, the Customer's location, account and computer configuration for the purpose of

providing end user support. Should the Customer refuse to provide this information, SaskTel reserves the right to deny further support assistance.

4. SaskTel endeavors to post on and keep current on its web sites, a list of the software applications that SaskTel supports in conjunction with support of the Service. SaskTel reserves the right to change the software applications it supports in conjunction with support of the Service without any prior notice to the Customer.
5. SaskTel reserves the right to deny support based on abuse to SaskTel personnel, verbally or otherwise. SaskTel will not be liable for any damage, caused indirectly or directly as a result of denying support on such basis.

All problems reported are logged and tracked via SaskTel's Trouble Reporting System. The standard service objective is a response time of 30 minutes or better to take action in an effort to resolve the problem. Should a problem not be cleared within the target time, then the next level of management is informed according to the escalation levels described following.

Service Level Response Definitions

This problem severity level	Is defined as ...
1	<p>An emergency situation that affects the customer through the loss of an essential service and where the system is unrecoverable including:</p> <ul style="list-style-type: none"> • Total loss of service to the customer. • Near total loss of service to the customer, e.g. no virus and/or spam filtering occurring.
2	<p>A situation that severely affects the customer and where there is loss of major function to the customer including:</p> <ul style="list-style-type: none"> • On-line application failure. • Unacceptable level of service/performance degradation.
3	<p>Problems of minimal impact to the customer, including:</p> <ul style="list-style-type: none"> • Solid or intermittent problems of low impact. • Problems that degrade but do not prevent SaskTel's ability to provide a service. • No service level impact.

Escalation Timeline

Type of Support	Problem Resolution Time Limit	Escalation and Communication Action						
Tier I	Time: 30 minutes	Customer reports problem to the Service Center (IPSC)						
Tier II	Time: 1 hour	<ul style="list-style-type: none"> Review ticket and contact Service Management: <table border="1"> <thead> <tr> <th>If</th> <th>Then ...</th> </tr> </thead> <tbody> <tr> <td>Severity 1</td> <td> <ul style="list-style-type: none"> Call designated person on callout list, Send e-mail to Service Management group Continue to escalate based on timelines. </td> </tr> <tr> <td>Severity 2, 3</td> <td>Send e-mail to Service Management group mailbox. No further escalation occurs.</td> </tr> </tbody> </table> <p>Update customer hourly on status of ticket unless instructed otherwise by customer.</p>	If	Then ...	Severity 1	<ul style="list-style-type: none"> Call designated person on callout list, Send e-mail to Service Management group Continue to escalate based on timelines. 	Severity 2, 3	Send e-mail to Service Management group mailbox . No further escalation occurs.
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Severity 1	<ul style="list-style-type: none"> Call designated person on callout list, Send e-mail to Service Management group Continue to escalate based on timelines. 							
Severity 2, 3	Send e-mail to Service Management group mailbox . No further escalation occurs.							
Service Management	Time: 1.5 hours	<p>Contact vendor (Postini) if required</p> <p>Update Tier II with status of problem as needed.</p>						
	Time: 3.0 hours	Escalate to internal management.						
	Time: 5.0 hours	<p>Escalate to second level management</p> <p>Communicate status to Tier II function.</p>						
Tier III								
Vendor (Postini)	Time: 3.0 hours	Service Management to notify Tier II function of status.						
	Time: 5.0 hours	Escalate to Second Level Management.						
	Time: 7.0 hours	Escalate to General Manager.						