

1. Incorporation by Reference into Rental: These terms and conditions apply to and form part of the Hardware Rental Agreement between SaskTel and the Customer. These Terms and Conditions are effective once the corresponding physical Contract (“Physical Contract”) of which these Terms and Conditions form a part, is signed by the Customer.

2. Payment. In addition to the Physical Contract provisions relating to payment, Customer shall also pay the following charges, including but not limited to:

- a) charges for optional services, if any, provided at Customer’s request in relation to the Equipment;
- b) applicable taxes when due;
- c) Unless covered under equipment warranty provided to SaskTel by the manufacturer the customer must pay loss of, or damage or the cost of repair to the Equipment, costs to enforce such charges including administrative fees for processing a claim and legal expenses;
- d) If the Customer has not made the Equipment available for pickup or returned the Equipment to SaskTel, the Customer will continue to be charged rental for the Equipment up to the end of the month that the Equipment is returned;
- e) all fines, penalties, court costs and other similar expenses relating to the Equipment assessed against SaskTel or the Equipment during the Term resulting from Customer’s use of the Equipment;
- f) all expenses SaskTel incurs due to Customer’s failure to return the Equipment, including costs in locating and recovering the Equipment; and
- g) all costs incurred by SaskTel to collect all amounts due and owing under the Contract by the Customer.

3. Late Payment. If Customer fails to make any monthly rental when due, a late payment charge of 2% per month (26.82% annual equivalent) will apply until such payment is received by SaskTel.

4. Equipment Operation. Equipment shall only be used in a careful and proper manner and shall not be used in any way that is inconsistent with instructions or manuals provided by SaskTel. Customer is responsible for the use of the Equipment. Customer assumes all risks inherent in the operation and use of the Equipment. Customer assumes the entire responsibility for the defense of, and to pay, indemnify and hold SaskTel harmless from, and you hereby release SaskTel from, any and all claims and liability for damage to property or bodily injury (including death) resulting from the use, condition, operation, or possession of the Equipment.

5. Restrictions on Use. Customer shall not:

- a) permit the Equipment to be used by any person other than Customer or its authorized employees or agents;
- b) operate or use the Equipment or permit it to be operated or used in violation of any law; or
- c) operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.

6. Customer Requirements

- a) The Customer must provide SaskTel with a Single Point of Contact (SPOC) as well as a backup SPOC.
- b) The Customer is required to notify Customer via Change Control about any changes in contact information.
- c) Only the SPOC, backup SPOC and authorized contacts will be allowed to submit and approve change requests or call into Customer to report an Equipment trouble.

7. Request Management. Change Requests are managed through the Customer’s SaskTel Business Sales Prime. The Business Sales Prime will engage the necessary groups and personnel within SaskTel,

depending on the nature and scope of the change. Time and charges may apply for Customer initiated change requests related to the Equipment.

8. Trouble Resolution.

For Customer troubles, the following Trouble Resolution process applies.

SaskTel Resolution Contact	Customer Trouble	SaskTel Business Support 1-844-SASKTEL
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- a) Customer calls in the trouble to SaskTel Business Support. The Customer must call before the trouble resolution process can begin.
- b) Support creates a trouble ticket and dispatches to the appropriate responder group.
- c) Support will close the trouble ticket and inform the Customer upon resolution.

SaskTel and Customer Responsibilities		
Description	Customer	SaskTel
Pre-screen on-site user issue (Troubleshoot checklist)	X	
Act as First Point of Contact for end user	X	
Act as First Point of Contact for Customer		X
Perform preliminary triage of end user reported incidents		X
Perform Tier 2 triage and incident management		X
Perform Tier 3 triage and incident management (engaging vendor as required)		X
If required, to dispatch part replacement and onsite technical support for infrastructure		X
Perform incident, event, problem and change management for infrastructure		X
Provide technical assistance and dispatch part replacement for endpoints		X

**SaskTel may use 3rd party subcontractors to assist with any onsite work required at Customer's premises that falls within the scope of support for the service that the Customer is purchasing from SaskTel.*

9. Equipment Replacement. The Customer shall contact SaskTel Business Support if the Equipment appears to be inoperable. SaskTel will then take the necessary steps to determine if replacement is necessary.

In the event the Equipment is determined by SaskTel as requiring replacement:

- a. SaskTel will configure a replacement and update the Customer rental records. Customer acknowledges that Equipment replacement time can vary greatly depending on a variety of factors including, but not limited to, availability, shipping times, and SaskTel resource availability.
- b. The replacement Equipment will be shipped and/or delivered to the Customer's chosen site and installed directly by SaskTel or a SaskTel authorized third party unless determined otherwise between SaskTel and the Customer.
- c. Replacement equipment will be tested at the Customer's premises. SaskTel or its authorized third party will acquire the existing Equipment and ship it back to SaskTel's supplier or otherwise deal with such replaced Equipment as SaskTel determines.

10. Additional Customer Obligations. The Customer understands and agrees to the following:

10.1 In order to provide the best service stability for Equipment that is endpoint equipment, the Customer understands that SaskTel will lock the configuration on each of such endpoints. SaskTel

is not responsible for the performance of any Equipment where the Customer requests an unlocked configuration. Allowing modifications to be made which can be made with unlocked Equipment, may result in Equipment failure and is not recommended by SaskTel.

10.2 Customer is responsible for replacing, at its own expense, any and all consumable items used in connection with Equipment, including batteries for any remote control for the Equipment.

10.3 All recommended software updates to the software component of the Equipment will be provided by SaskTel. Customer must not make any changes to the software associated with the Equipment.

10.4 Customer agrees to provide SaskTel or its designated agent with remote access to the Equipment to enable SaskTel to monitor the Equipment at all times to be able to provide support service for the Equipment as chosen by the Customer.

11. Loss or Damage. Customer shall immediately advise SaskTel of any damage to the Equipment.

12. Condition of Equipment. Customer acknowledges that it has examined the Equipment and that it is in good condition except as otherwise specified by SaskTel. SASKTEL MAKES NO WARRANTY, EXPRESS OR IMPLIED OR BASED UPON, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

13. Return of Equipment. Customer shall return the Equipment to SaskTel in the same condition as Customer received it, except for normal wear and tear. If Equipment is not returned within 60 days of Contract termination, SaskTel reserves the right to take any action necessary to regain possession of the Equipment. Customer shall return the Equipment to the location specified by SaskTel or make it available for pickup by SaskTel where SaskTel has agreed to pick it up.

14. Events of Default. Customer shall be in default under the Contract if Customer breaches any term or provision of the Contract; if Customer permits a judgment against Customer to remain unpaid for a period of ten (10) days after the date of judgment, or if any proceedings in bankruptcy, receivership or insolvency or for Customer's reorganization or liquidation are commenced against Customer or Customer's property.

15. Effect of Default. Customer agrees that if any of the above events of default occurs, all rent and other charges then and thereafter payable to SaskTel under the Contract shall immediately accelerate and become due and payable to SaskTel, without notice or demand to Customer, Customer shall immediately and at its sole expense return the Equipment to SaskTel and the Equipment may be retaken by SaskTel. Customer acknowledges that no waiver by or on behalf of SaskTel of any breach or default by you under the Contract shall be deemed a waiver of any future breach or default. No delay in exercising its rights shall constitute a waiver of any right or prejudice SaskTel's exercise of any remedies in respect of an existing or future default.

16. Indemnification and Liability. Customer shall indemnify, defend and hold harmless SaskTel from and against any claim, demand, cause of action, loss or liability (including legal fees and expenses of litigation) for any property damage or personal injury arising from Customer's use or possession of the Equipment by any cause, except to the extent caused by the gross negligence or willful misconduct of SaskTel. The provisions of this Article shall survive the termination of the Contract with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL SASKTEL BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM CUSTOMER'S USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS, LOSS REVENUE, LOST OR DAMAGED DATA OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER ECONOMIC LOSS, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

17. The ownership of the Equipment supplied by SaskTel together with all modifications, substitutions and additions to the Equipment shall at all times remain with SaskTel.

18. All risk of loss or damage to the Equipment while on Customer property, except only reasonable wear and tear and loss or damage caused by or act or event described in Article 23 of these Terms and Conditions, remains with the Customer. Upon conclusion of the Term the Equipment shall be returned by Customer in good working condition, excepting only reasonable wear and tear.

19. In the event of verifiable loss or physical damage to the Equipment during the Term while on Customer property, Customer shall notify SaskTel of the damage within 6 months of Customer becoming aware of such damage. Upon receiving notice, Customer may, at its sole option, pay the cost of restoring the Equipment to the condition it was in prior to the damage or pay the cost of replacing the Equipment.

20. Other than repairs resulting from Customer damage to the Equipment which shall be at Customer's sole expense, SaskTel shall be solely responsible for maintaining the Equipment at the cost of SaskTel, including the provision and unless otherwise agreed with the Customer, installation of replacement components as may be required during the Term.

21. In the event either party is prevented, hindered, or delayed in fulfilling its obligations under the Contract or is unable to perform any part of its obligations due to labour disputes, strikes, walkouts, fire, unusual delay by common carriers or unavoidable catastrophes or by any cause or kind beyond the control of either party, including but not limited to acts of God, war, governmental regulations or otherwise, both parties shall be excused from the performance of such obligation to the extent that performance is prevented, hindered or delayed by such causes. Upon the occurrence of any of the above events, the affected party shall use its reasonable efforts to notify the other party of the failure and the extent of such conditions and shall use reasonable efforts to remove such causes of non-performance. In no circumstance shall either party be liable to the other for any damages howsoever sustained, or for any failure to perform any act or the non-performance of any obligations due to the aforesaid circumstances.

22. Any notice under the Contract shall be in writing delivered personally or sent by registered mail, to the addresses of either party as specified on the Physical Contract, unless changed by notice to the other party. Any notice so given shall conclusively be deemed to be given on the date of delivery if personally delivered or on the third business day after the date of mailing if mailed.

23. Customer may not assign the Contract in whole or in part or any interest therein without the prior written consent of SaskTel.

24. The Contract is subject to and governed by the laws of the Province of Saskatchewan. The parties attorn to the jurisdiction of the courts of the Province of Saskatchewan in respect of all disputes under the Contract.

25. Should any portion of the Contract for any reason be held to be void in law or in equity, the Contract shall be construed, so far as is possible, as if such portion had never been contained therein.

26. Neither the granting of any time or any other indulgence to a party, nor the failure of a party to insist upon the strict performance of any covenant, term or condition hereof or to enforce any rights shall be construed as a waiver of that party's rights or remedies and the same shall continue to be in full force and effect. A waiver of any default shall not operate as a waiver of any subsequent default.

27. The Contract and any amendments to the Contract constitute the entire agreement between the parties and there are no representations, warranties or conditions, expressed or implied, other than stated in the Contract. The Contract is binding on Customer and SaskTel and each of their respective successors and permitted assigns.
