
SaskTel Smart Wi-Fi Service Terms of Service

Description

SaskTel Smart Wi-Fi Service (the “Service”) provides business customers with a managed Wi-Fi service that includes a Wi-Fi signal allowing up to 4 separate SSID’s (service set identifiers) to be accessed. The Customer is provided access to analytics, templated reports, and visibility of triggered alarms and usage statistics for the Service via portal and email included with the Service. The Service includes 24x7x365 days monitoring and alarming of connectivity between Wi-Fi access points to the Meraki Cloud service, being the SaskTel platform upon which the Service runs, with notifications via phone or email if a connectivity alarm is triggered, and SaskTel will restore normal service operations as quickly as possible in accordance with the Service Level Objective defined in Section 1.7. The Service provides an online portal for the Customer to submit change requests and track open tickets. The Service includes configuration back-ups for Customer selected settings for the Service, ongoing maintenance updates and defective hardware replacement for hardware supplied to Customer by SaskTel as part of the Service, being access points, power cords, cables and switches for the Smart Switches optional add on feature for the Service.

1. Terms and Conditions

- 1.1 SaskTel agrees to provide the Customer with the Service for the duration of this Agreement on the terms and conditions contained in this Agreement. The Service period shall commence on the day that the SaskTel-supplied Smart Wi-Fi Access Points are assigned to the Customer and activated by SaskTel and the Service shall continue thereafter for the period of the Service Plan selected by the Customer (3 or 5 years). Prior to expiration of the Service period for the plan chosen by the Customer, the Customer has the option to renew the Service for 1 or 3 years. If the Service is not renewed and the Customer continues to receive Service, it will be on a month to month basis at the same rate as the Customer’s expired Service plan.
- 1.2 The Service is available to SaskTel internet customers and customers whose Internet Service Provider is not SaskTel. SaskTel Internet Terms of Service applies to all customers subscribing to the Service with a SaskTel internet service. For customers who are not subscribed to SaskTel internet services and are using other Internet Service Providers, the Customer is responsible to coordinate resolving connectivity outages and any technical issues of their internet service with their Internet Service Provider. SaskTel is not responsible for internet connectivity uptime and makes no guarantees on availability, upload/download speeds, confidentiality or integrity of data traversing the Customer’s wireless network for either SaskTel internet or non-SaskTel internet customers subscribing to the Service.

SaskTel Smart Wi-Fi Service Terms of Service - Continued

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1. Terms and Conditions - Continued

1.7 SaskTel provides the following target response and resolution objectives:

Severity	4 – Low	3 – Medium	2 – High	1 - Critical
Description	Issues that do not impact the Customer’s business operations. Inquiries such as How-to’s, information questions, feature requests. (These may be subject to SaskTel Professional Services charges.)	Specific functions that degrade service. These would include incidents that are infrequent in occurrence, have a workaround or can be avoided by the end user.	Narrow functional limitations that may make use of the service difficult. Individual customer service may be down. While these can adversely affect business performance, a temporary workaround may be available.	Major functionality loss or total loss of service and has a severe impact upon multiple users or sites.
Target Response Time*	1 hour	1 hour	1 hour	1 hour
Target Resolution Time				
Metro (Regina, Saskatoon)	Best Effort*	5 Business Days	10 Business Hours	8 Business Hours
Urban (Other majors)	Best Effort	5 Business Days	16 Business Hours	10 Business Hours
Rural (All other locations)	Best Effort	5 Business Days	20 Business Hours	16 Business Hours

*Business Hours: Monday to Friday 8:00 a.m. to 5:00 p.m. CST, excluding SaskTel Recognized Holidays

*Travel time may be required

*Service Credits are not applicable

*Target Response Defined as ticket being logged in the ITSM. Troubles may be reported between 7:00 a.m. - 10:00 p.m. Monday to Friday, excluding recognized holidays.

*‘Best Effort Defined as reasonable efforts considering the availability of resources and other higher priority service issues at the time.

SaskTel Recognized Holidays

New Years Day	Victoria Day	Remembrance Day	Christmas Day
Family Day	Canada Day	Thanksgiving Day	Boxing Day
Good Friday	Saskatchewan Day	Labour Day	

SaskTel Smart Wi-Fi Service Terms of Service - Continued**2. Approved Use**

- 2.1 The Service, including the use of Wi-Fi access points by the Customer's employees, guests and other users accessing internet sessions will be used only in compliance with the law and any service rules adopted by SaskTel from time to time. Customary usage of the Service does not include continuous data transmission or broadcasts, automatic data feeds, automated machine connections or any other application or use which uses excessive network capacity or affects, degrades or interferes with SaskTel's ability to provide services, including the Service, to others, as determined by SaskTel.
- 2.2 SaskTel reserves the right to limit throughput or the amount of data transferred, deny, suspend or terminate the Service or any part, component or feature thereof, without notice, to anyone believed to be using the Service in any manner prohibited in Section 2 or in any manner that adversely impacts SaskTel's network or its service levels, as determined by SaskTel.

3. Charges

- 3.1 The Customer agrees to pay to SaskTel the following charges (which charges accrue from the commencement of the Service period and continue until termination or expiration of this Agreement):
- a) the monthly charges for the use of the Service as communicated to the Customer in accordance with the Service plan selected by the Customer;
 - b) all installation (Service Connection charges);
 - c) all applicable provincial, local, and other taxes which may be levied upon the Service provided for the charges payable hereunder; and
 - d) charges for SaskTel professional services to assess Customer's wireless network, if required.
- 3.2 All charges are due and payable in the amount as specified by SaskTel from time to time. Accounts past due shall be subject to SaskTel's then current late payment charge. Past due means amounts unpaid more than thirty (30) days from the date of the Customer's bill.

SaskTel Smart Wi-Fi Service Terms of Service - Continued**4. Default**

- 4.1 The occurrence or happening of any one or more of the following events shall constitute an event of default of this Agreement:
- a) if the Customer fails to make payments due pursuant to this Agreement or pursuant to any agreement between SaskTel and the Customer, or if the Customer fails to make any payment for any service rendered by SaskTel whether or not an invoice has been rendered; or
 - b) if the Customer fails to perform or observe any covenant, condition or agreement to be performed or observed by it under this Agreement or pursuant to any agreement between SaskTel and the Customer for the provision of service or equipment; or
 - c) if any representation or warranty made by the Customer or in any document furnished by the Customer in connection with the Service and this Agreement shall be incorrect, or if the Customer uses the Service or equipment provided by SaskTel in a manner which adversely affects SaskTel's network or any other customer in any way whatsoever; or
 - d) if the Customer is in breach of the rules, terms or conditions governing the use of the Service as the same has been published by SaskTel at any time.
- 4.2 Upon the occurrence of an event of default, SaskTel may, at its sole option, either terminate this Agreement or suspend the Service or any portion of the Service to the Customer without notice and bill the Customer immediately for all outstanding charges accrued to that date. Either in the event of termination or suspension, the Customer shall be liable for the costs and expenses incurred by SaskTel by the event of default or in remedying the event of default or the exercise by SaskTel of its remedies in respect of the default, and such costs and expenses (including without limitation, legal costs on a solicitor and client basis) shall be payable immediately upon receipt by the Customer of an invoice from SaskTel. In the event of suspension of the Service, the Customer shall, during the period of such suspension and until this Agreement is terminated or until any suspension of the Service is lifted, remain liable to pay SaskTel all charges under this Agreement for the Service, including monthly access charges and payment of a fee as determined by SaskTel from time to time to restore the suspended account of the Customer. In the event of termination, the Customer shall pay to SaskTel the termination charges identified in Section 5.1 of this Agreement.
- 4.3 The occurrence of an event of default shall be deemed to be an event of default under any agreement or the terms and conditions for the provision of any service of any nature whatsoever by SaskTel to the Customer.

SaskTel Smart Wi-Fi Service Terms of Service - Continued**5. Termination of Service**

- 5.1 In addition to termination by SaskTel for default by the Customer, this Agreement may be terminated by either SaskTel or the Customer by giving 30 days advance notice to the other party. In the event of such termination, by either SaskTel or the Customer, the Customer shall remain liable to SaskTel for all charges for the Service which has been provided by SaskTel to the Customer to the date of termination. Additionally, where the Customer is subscribed to any one-year, three-year, or five-year rate plan and the Customer is terminating this Agreement, the Customer shall pay to SaskTel a termination charge equal to 50% of the remaining monthly charges for the Service for the unexpired portion of the Service plan to which the Customer is subscribed, measured from the date of termination.
- 5.2 In the event of theft, loss, or destruction of the SaskTel-provided equipment used by the Customer as part of the Service, the Customer agrees to pay SaskTel all charges due pursuant to this Agreement without abatement, deduction or reduction whatsoever.
- 5.3 SaskTel may terminate the Service to the Customer without notice in the event that SaskTel is of the opinion that any Customer-owned equipment is interfering with the provision of the Service by SaskTel to other customers or causing degradation of SaskTel's network. Such termination will not relieve the Customer from performing its obligations under this Agreement including, without limitation, payment of all amounts due.

6. Non-Tariffed Products and Services Schedule

- 6.1 The provisions of the Terms of Service portion SaskTel's Non-Tariffed Products and Services Schedule apply to the Service and equipment supplied pursuant to this Agreement and is specifically incorporated in this Agreement by reference.

7. Equipment Ownership

- 7.1 The Customer agrees that any Wi-Fi access point hardware or devices, supplied by SaskTel to the Customer as part of the Service, are and remains the property of SaskTel at all times.

SaskTel Smart Wi-Fi Service Terms of Service - Continued**8. Warranties**

- 8.1 Although SaskTel's network and the Service has been designed in accordance with industry standard specifications to be secure, SaskTel offers no warranty, representation or promise of any kind either that the Service will remain uninterrupted or that the Service is secure or won't be breached. The Customer specifically acknowledges that it is their responsibility to implement their own security measures such as but not limited to implementing a virtual private network solution, an internal firewall and virus protection measures to safeguard their own networks and data while using the Service.

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9. Data Monitoring

- 9.1 The Customer agrees that SaskTel has the right but not the obligation to electronically monitor and investigate content and the Customer's use of the Service from time to time and to disclose any information as necessary to:
- satisfy any law, regulation or other governmental request or to assist in the pursuit of any legal action against the Customer or end-users;
 - operate the Service properly;
 - ensure or enforce compliance with this Agreement; or
 - protect SaskTel or SaskTel's customers.

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- 10.1 The Customer acknowledges and agrees that there is some content accessible through the Service that may be offensive to the Customer or Customers end-users, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. SaskTel assumes no responsibility for and exercises no control over the content contained accessible through the Service. The Customer agrees that all content that the Customer and end-users access and use with the Service is at their own risk. SaskTel will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to the Customer's and/or end-users access to such content.

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SaskTel Smart Wi-Fi Service Terms of Service - Continued**11. Limitation of Liability**

- 11.1 In no event will SaskTel be liable to the Customer or any other party using the Service for any claims of any kind or damages for death or injury to persons or for any other loss of any kind, whether direct or indirect, consequential, incidental, or special, whether reasonably foreseeable by SaskTel or not, including without limitation, lost revenues, loss of profits, failure to realize expected savings or any other business or economic loss and whether based in tort, contract, or on any other theory of liability, arising directly or indirectly in any manner or in any way related to Customer's or its end-user's use of the Service, excluding only direct damages for claims or losses directly and solely related to SaskTel's gross negligence. Even in the event of SaskTel's gross negligence, SaskTel's liability to the Customer or any end-user of the Service shall be limited to actual proven direct damages in an amount not to exceed the amount paid by the Customer to SaskTel for the Service in the six (6) month period immediately preceding the occurrence of the event giving rise to such direct damages.

12. General

- 12.1 This Agreement is subject to change from time to time. For changes to the rates and charges that apply to the Service, the advance notice provided by SaskTel may only be fifteen (15) days. SaskTel will inform the Customer of any changes in the Agreement or the rates or charges that apply to the Service by posting such changes to sasktel.com or by communicating such charges by email, by letter or by way of a bill insert or other communication included in or as part of Customer's SaskTel bill. Continued use of the Service by the Customer after such communication is the agreement by the Customer to and with any such changes.
- 12.2 The Customer acknowledges that there are no other terms or conditions of this Agreement except as expressly contained or expressly incorporated by reference in this Agreement. This Agreement is not assignable by the Customer. This Agreement is governed by and construed in accordance with the laws of the Province of Saskatchewan.

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