

SaskTel First Service – Centrex/Analog Set Maintenance Terms of Service

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Description

SaskTel is offering a simplified version of its First Service offering to business Customers with a limited number of Customer-owned Centrex and/or analog telephone sets. For this offering, Customers will not be required to sign a First Service Agreement but will be billed on a month-to-month basis for their First Service coverage. The terms and conditions outlined below apply only to this First Service option. “Item” means this SaskTel First Service – Centrex/Analog Set Maintenance Terms of Service item as a whole.

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Only Centrex and/or analog terminal equipment that is deemed current and still supportable by SaskTel is eligible for this service coverage (“eligible Equipment”). This eligible Equipment includes:

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Centrex Equipment	Analog Equipment
CTA-369 Terminal Adapter	2700 MWB sets
M518 Add-on units	2702 MWD sets
M522 sets	2700 MW5 sets
M536 Add-on units	
M5208 sets	M8004 sets
	M8009 sets
M5216 sets	M9216 sets
	M9316CW sets
M5316 sets	M9417CW sets
M6320 sets	EV4500 sets
M622 sets	External Feature Module sets
	External Cordless Module sets
	M9120 sets

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This listing of eligible Equipment is subject to change by SaskTel at any time. The actual equipment of the Customer covered by the Service option provided pursuant to this item is the “Equipment”.

SaskTel First Service – Centrex/Analog Set Maintenance Terms of Service - *Continued*

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Conditions of Service

In addition to the provisions in SaskTel's Non-Tariffed Products and Services Terms of Service, the following additional terms and conditions apply to this Service:

1. Service Detail

Service Coverage for this specific First Service offering is based on the current Active Support Daytime option and includes:

- Replacement parts, labour and spares for all eligible Equipment
- Daytime coverage from Monday to Friday, 8:00 am – 5:30 pm (regular business hours only)
- SaskTel recognized holidays excluded

SaskTel Holidays: New Years Day, Good Friday, Easter Day, Canada Day, First Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

There is no Anytime 7x24 coverage available for Centrex terminal equipment and any analog terminal equipment used within a Centrex network access service environment.

2. Service Definitions and Active Support Time Objectives

Service Definition: Major failure/emergency is defined as the failure of at least 50% of the Customer's Equipment covered by this Service option.

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Where the Customer initiates a Major failure/emergency service request and no Major failure/emergency condition is found to exist, SaskTel will assess hourly charges as identified in Section 9 stated below.

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SaskTel First Service – Centrex/Analog Set Maintenance Terms of Service - *Continued*

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Conditions of Service - *Continued*

2. Service Definitions and Active Support Time Objectives - *Continued*

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Minor failure	In response to a request for non-emergency Service, SaskTel will dispatch personnel to the Service address or conduct a remote diagnostic assessment during regular business hours (as defined in Section 1 above) and within 24 hours of receiving the request, except when the request is made on the day before a SaskTel or statutory holiday or weekend, where the work will then commence on SaskTel’s next business day.
Major failure/emergency	SaskTel will dispatch personnel to the Service address or conduct a remote diagnostic assessment within three hours to correct a Major failure/emergency condition within the Service Response Time applicable to Customer’s geographic location as defined in Section 3 of this Item. In the event of a major power failure, repair response will occur within three hours following the restoration of commercial power.

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3. Service Response Objectives

SaskTel’s objective for a Service Response Time in urban centres is 3 hours including Estevan, Lloydminster, Melfort, Moose Jaw, North Battleford, Prince Albert, Regina, Saskatoon, Swift Current, Weyburn, and Yorkton. In all other locations the Service Response Time objective as noted for urban centres is increased by 2 hours plus applicable travel time. Other locations are defined as locations within Saskatchewan below the 54th parallel as well as Dorintosh, Goodsoil, Green Lake, Loon Lake, Makwa, Meadow Lake, Peerless, Pierceland, and Rapid View. Any location above the 54th parallel, with the exception of those named, is considered to be a special case to which no response time objective applies and will be dealt with on a case by case basis as agreed upon by SaskTel and the Customer.

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SaskTel First Service – Centrex/Analog Set Maintenance Terms of Service -Continued

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Conditions of Service - Continued**3. Service Response Objectives - Continued**

For the purposes of this Section, “Service Response Time” is defined as the duration of time between the initial Customer report and SaskTel’s initial response to the Customer report. A satisfactory service response will constitute one of the following:

- a) The dispatch by SaskTel of competent repair personnel to the Customer site; or
- b) A status report to the Customer of actions taken to restore the equipment trouble to normal working condition.

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This status report will be provided when:

- a) the Equipment problem is restored to normal working condition by means of a remote diagnostic procedure; and/or
- b) SaskTel determines, in its sole discretion, that it is unable to dispatch repair personnel due to the high number of reported Equipment problems.

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4. Maintenance Obligations

SaskTel agrees to use commercially reasonable efforts to maintain the Equipment in the same condition as the Equipment functioned upon initial installation at the Customer site. At no additional cost to the Customer, SaskTel agrees to extend to the Customer the benefit, to the extent provided by the manufacturer and as otherwise permitted by law, of any additional warranties with respect to the Equipment that SaskTel may from time to time receive from the equipment manufacturer.

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5. Customer Obligations

The Customer agrees to provide SaskTel with prompt and free access to the Equipment, together with Customer resources as SaskTel may reasonably require, to effect necessary repairs and maintenance. The Customer will not allow the Equipment to be serviced or maintained by any person other than authorized by SaskTel. SaskTel may take any reasonable steps to mark or otherwise identify any Equipment covered by this Service option. Any attempt to remove such markings will permit SaskTel to terminate this Service option for the Equipment.

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SaskTel First Service – Centrex/Analog Set Maintenance Terms of Service - *Continued*

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Conditions of Service - *Continued*

6. Charges

- a) The Customer agrees to pay to SaskTel a regular monthly charge in advance, based on the number and type of Centrex and/or analog sets being covered under this Service option. The applicable amount will be included on the Customer’s monthly telephone bill. C
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- b) The Customer agrees to pay SaskTel’s prevailing charges and premiums, on a parts and labour basis, in connection with Other Time maintenance and work undertaken by SaskTel, as stated in Section 9. SaskTel’s parts and labour charges are subject to change without notice to the Customer. Other Time maintenance includes a two hour minimum labour charge.

7. Terms and Termination

- a) The term of this Service option provided pursuant to this Section will automatically renew on a monthly basis, until terminated by either party on 30 days written notice prior to the other party. C
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- b) SaskTel may terminate this Service option at any time with notice upon the occurrence of any default by the Customer, including but not limited to the occurrence of any event in Section 8 or upon the Customer’s failure to carry out or perform any obligations as set out in this Item. In the event of termination by SaskTel for any such default, no refund of any payments made in advance will be payable by SaskTel to the Customer. |
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8. Service Exclusions

SaskTel will not be obligated to provide the First Service option for the Equipment under the terms of this Item and may terminate its agreement to provide such Service to the Customer if and when: C

- a) the Equipment has been serviced, installed, altered, repaired or relocated, whether inside or outside SaskTel’s operating territory, by any person other than SaskTel or personnel authorized by SaskTel;
- b) the Equipment has been transferred in title without the written consent of SaskTel (which consent will not be unreasonably withheld);

SaskTel First Service – Centrex/Analog Set Maintenance Terms of Service - *Continued*

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Conditions of Service - *Continued***8. Service Exclusions - *Continued***

- c) the Equipment displays defects that are the result of mishandling, abuse, misuse, improper storage or operation, installation or maintenance by any person other than SaskTel or personnel authorized by SaskTel;
- d) the Equipment has been damaged by or fails to operate due to any external cause whatsoever including use in conjunction with equipment, software or systems which are electronically, mechanically or otherwise incompatible;
- e) the Equipment has not been used continuously in accordance with environmental conditions stipulated by SaskTel or the manufacturer of the Equipment;
- f) the Equipment contains inherent defects or lacks any expected capability or functionality; or
- g) payments required to be made by the Customer to SaskTel are in arrears.

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9. Services Provided at Additional Charge

At the Customer's request and expense, SaskTel may perform Other Time maintenance consisting of one or more of the following items:

- a) repair any problems or damage caused by the Customer or by a third party, or other externally caused problems including damages that are referred to in Section 8, including cosmetic defects;
- b) move existing Equipment;
- c) sell and install additional Equipment;
- d) service Equipment on a parts and labour basis, as long as parts are available, or replace such Equipment with comparable equipment; or
- e) provide other services as agreed to between the parties.

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Charges for all such services will be invoiced at prices determined by SaskTel from time to time.

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SaskTel First Service – Centrex/Analog Set Maintenance Terms of Service - *Continued*

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Conditions of Service - *Continued*

10. Replacement Equipment

SaskTel will endeavor to repair defective Equipment prior to replacement. Should replacement equipment be necessary in connection with Equipment, the maintenance of which is excluded by Section 8 of this Item or otherwise, the replacement equipment will be charged to the Customer at SaskTel’s prevailing rates. Replacement equipment will be new or equivalent to new and, once installed, will become the property of the Customer. Once removed, the defective Equipment will become the property of SaskTel.

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11. Limitation of Liability

- a) SaskTel does not guarantee or warrant uninterrupted or error-free operation of the Equipment. There are no conditions or warranties, express, implied, statutory or otherwise at law, or arising out of course of dealing or usage of trade, and in particular, without limitation, no warranty of merchantability, fitness for a particular purpose or date-related compliance, except as expressly set forth herein or referred to herein, and such stated warranty is in lieu of all obligations or liability on the part of SaskTel.
- b) In case of Equipment failure or destruction caused by SaskTel’s negligence, SaskTel’s liability shall be limited to, at SaskTel’s option, either the cost of repair or replacement of the Equipment.
- c) Except as provided in Section 11(b), the Customer agrees that SaskTel’s entire cumulative liability under this agreement for any cause whatsoever (including without limitation negligence, breach of contract or fundamental breach) will be limited to the lesser of (i) the value of the Services provided in the six month period immediately preceding the event giving rise to liability and (ii) \$100,000 (one hundred thousand dollars).
- d) The Customer agrees that in no event will SaskTel be liable for (i) any business or economic loss, including without limitation failure to realize expected savings or loss of use or lack of availability of Customer facilities, including the Equipment, computer resources, telecommunications systems and any stored data, or (ii) any indirect, special, incidental, exemplary or consequential damages in connection with or arising out of the provision of the Equipment, or services thereto, howsoever caused, even if SaskTel has been advised of the possibility thereof.

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SaskTel First Service – Centrex/Analog Set Maintenance Terms of Service - *Continued*

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Conditions of Service - *Continued***11. Limitation of Liability - *Continued***

- e) The Customer agrees that in no event will SaskTel be liable for any damages, direct or indirect, in connection with or arising out of the Customer's non-compliance with the manufacturer's or SaskTel's directives regarding the Equipment.

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12. Force Majeure

SaskTel will not be liable to the Customer for any delay or failure to perform its obligations under this agreement or otherwise if such delay or failure from any cause or causes is beyond the reasonable control of SaskTel, whether or not foreseeable, including but not limited to acts of God, war, civil unrest, acts of public enemies, acts of third party suppliers and labour unrest (such as strikes, slowdown and picketing). The obligation of the Customer to make payments to SaskTel as described in this Item shall be suspended for the period of SaskTel's non-performance due to any such event commencing after a period of 30 days has expired from the date of occurrence of any such event.

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13. Right to Legal Action

No legal action, regardless of form, arising out of the agreement between SaskTel and the Customer as specified in this Item may be brought by either party more than two years after the cause of action has arisen.

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14. Assignment

Either party may assign the agreement created by this Item with the other party's prior written consent, which will not be unreasonably withheld, except that SaskTel may assign the agreement created by this Item to a subsidiary or affiliate without seeking such consent. The agreement created by this Item will enure to the benefit of the successors and permitted assigns of the Customer and SaskTel.

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