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**Business Bill Analyzer Service****Service Description**

Business Bill Analyzer is a free of charge web-enabled telecom expense management application that provides telecom billing data in a format to allow cost allocation and telecom expense reporting. The application provides valuable, comprehensive billing information that assists customers to better understand their business and to further their business opportunities.

All Business Bill Analyzer users receive monthly billing details for their wireline and wireless accounts along with a variety of reports which include account summaries, services and equipment details, wireless usage and wireless hardware eligibility.

For the purposes of these Terms of Service, “the Customer”, “customers” or “user” means a user of the Service and these terms are used interchangeably.

**Terms and Conditions****1. Service Limitations, Performance and Availability**

- 1.1 Internet access is required to access the Service.
- 1.2 It is the Customer’s responsibility to ensure that its computer equipment and software meet the current minimum system requirements specified by SaskTel as being necessary for access to and use of the Service. From time to time, the equipment and/or software required to access the Service may change. Accordingly, Customer equipment and/or software may cease to be adequate to access and use the Service.
- 1.3 SaskTel does not guarantee that the Service will operate with all equipment or software, including without limitation all Internet applications and appliances.

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**Business Bill Analyzer Service - Continued**

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**1. Service Limitations, Performance and Availability - Continued**

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- 1.4 SaskTel makes no representation or warranty that the Service will be uninterrupted or error free.
- 1.5 SaskTel may establish limits concerning use of the Service, including without limitation, the maximum number of users accessing the Service. The Customer agrees to comply with all such limits and policies. Such limits may differ based on the number of branch locations an organization might have and the number of SaskTel bills produced for that organization. SaskTel reserves the right to change these limits at any time, in its sole discretion. SaskTel will endeavor to provide the Customer with reasonable advance notice of any such limit change. The Customer agrees that exceeding such limits may result in suspension or termination of the Service.
- 1.6 SaskTel offers no warranty, representation or guarantee of any kind to any Customer or subscriber of the Service regarding the performance or non-performance in any manner of the Internet or access thereto, whether access is provided to the Customer by SaskTel or any other Internet access provider from whom the Customer obtains Internet access service.
- 1.7 All use of the Service is at the Customer's own risk.
- 1.8 The Customer acknowledges that:
  - 1.8.1 The Service is provided on an "as is" and "as available" basis;
  - 1.8.2 SaskTel is not responsible or liable for loss or damage to the Customer's equipment, software or data arising directly or indirectly out of use of the Service by the Customer and support and maintenance of the Service by SaskTel.
- 1.9 SaskTel in no way represents, warrants, guarantees nor offers any condition that the Service is secure or will not be breached. Any and all such representations, warranties or conditions are specifically disclaimed. SaskTel will not be liable to Customer or any user of the Service or any third party for any claim, loss, or damage of any kind whatsoever, whether direct or indirect, arising directly from the consequence or result that the Service does not provide a secure environment for users of the Service.

**Business Bill Analyzer Service - Continued**

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**1. Service Limitations, Performance and Availability - Continued**

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- 1.10 The Customer is solely responsible and liable for any and all activities that occur under its account for the Service, including without limitation, all activities of any sub-holders. Customer is responsible for maintaining the confidentiality of its account and all passwords related to its account. The Customer agrees to immediately notify SaskTel of any unauthorized use of its account or passwords related to such account or any other breach of security and to provide assistance to SaskTel as requested, to stop and/or remedy any such unauthorized access or breach. SaskTel assumes no responsibility for acts or omissions or of any individual who uses the Customer's account. As between SaskTel and the Customer, the Customer is better able to put in place physical and procedural impediments to the inappropriate use of the Service and to supervise its account.
- 1.11 SaskTel will not be liable for any claims or damages, direct, indirect, incidental, special, consequential, punitive, exemplary or aggravated which includes but is not limited to, damages for loss of profits, business interruption or loss of information or loss of data, arising from the use or inability to use the Service, whether such claims or damages are based in tort including negligence, or based upon any other theory of liability or cause of action, whether such claims or damages are foreseeable by SaskTel or not, arising directly or indirectly in any manner related to the Customer's use of the Service.
- 1.12 Any software or documentation supplied by SaskTel to the Customer to access or use the Service or as a feature of the Service shall remain the property of SaskTel or its suppliers, as applicable. The Customer shall take appropriate steps to protect same against loss or damage. The use by the Customer of any such software and documentation shall be subject to the terms set out in the license agreement for such software and documentation pursuant to which the software or documentation is licensed to SaskTel by its suppliers, which license agreements are incorporated by reference into these Terms of Service.
- 1.13 SaskTel provides a non-exclusive and non-transferable right to the Customer to use the Service.
- 1.14 These Terms of Service, including any and all documents and SaskTel policies referenced herein constitute the entire agreement between SaskTel and the Customer pertaining to the Service. SaskTel's failure to insist upon or enforce strict performance of any provision of these Terms of Service shall not be construed as a waiver of any such provision or right.

**Business Bill Analyzer Service - Continued**N  
D**1. Service Limitations, Performance and Availability - Continued**

- 1.15 If any of the provisions contained in these Terms of Service are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions of these Terms of Service. Where any provision of these Terms of Service conflicts with any applicable tariff to which SaskTel is subject, the tariff shall supercede these Terms of Service only in respect of the conflicting provision. These Terms of Service shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the applicable federal laws of Canada.

**2. Amendments to the Agreement**

- 2.1 SaskTel reserves the right to amend these Terms of Service at any time. SaskTel will publish these Terms of Service and any amendments on its web site at [www.sasktel.com](http://www.sasktel.com) before such amendments become effective, or at SaskTel's option, communicate such amendments to the Customer by e-mail communication. The Customer is responsible for regularly reviewing the SaskTel web site to obtain timely notice of such amendments. If any amendment is unacceptable, the Customer may cancel its subscription to the Service. If the Customer does use the Service after the effective dates of the amendment, the Customer will be conclusively deemed to have accepted the amendment.

**3. Access Management**

- 3.1 Delegated User Management - allows an Administrator to create and manage users in an organization and establish their access/role for the SaskTel services for which they have been delegated control. It also provides basic support tasks of password reset and enabling/disabling of users.
- 3.2 Self-Profile Management - allows users to manage their own profile along with their password. Self-Profile management allows the user to change certain attributes in their profile. As well a user of Self Profile Management can change their password or to reset it if they have forgotten it.

**4. Term**

- 4.1 The term of this Agreement commences upon the acceptance of these Terms of Service by the Customer and continues for an indefinite period subject to termination by SaskTel or the Customer as provided for in these Terms of Service.

**Business Bill Analyzer Service - Continued**N  
D**5. Personal Information**

- 5.1 In using the Service, Customer acknowledges that it may have access to information that is personal information of the Customer's employees or others. Customer agrees that it will not disclose or use any such personal information in any manner contrary to any privacy laws to which the Customer may be subject, including without limitation, The Freedom of Information and Protection of Privacy Act of Saskatchewan, as amended from time to time. Customer indemnifies SaskTel and its officers, directors, employees and agents against any and all claims by a third party alleging a failure by Customer or its use of the Service to comply with privacy laws applicable to Customer.

**6. Service Changes**

- 6.1 SaskTel reserves the right, in its discretion, to change the Service features and any other aspect of the Service at any time. SaskTel will attempt to provide users of the Service with 30 days' advance notice prior to any such change.

**7. Service Support**

- 7.1 As a condition of providing assistance to the Customer related to the Service, 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.
- 7.2 The regular scheduled maintenance window for the Service is between 12:00am to 4:00am Central Std time. The Service will not be available during such maintenance window.
- 7.3 Support issues for the Service that may require escalation within SaskTel to resolve will only be escalated during SaskTel regular business hours of 8:00am to 4:45pm Central Std time, Monday to Friday inclusive, excluding SaskTel observed holidays.
- 7.4 SaskTel reserves the right to deny support to any user of the Service based on abuse to SaskTel personnel, verbally or otherwise. SaskTel will not be liable for any damages, caused indirectly or directly as a result of denying support on such basis.



(Reserved for future use)