

ITEM **Customer Specific Voice Messaging Service**
1000.44

1. Service Description

This is a special tariff that allows for a seven- (7) year *voice messaging* service arrangement. The rate is based on the Customer's committed volume of mailboxes.

2. Definitions

For the purposes of this Tariff Item:

Reference: Refer to the item in SaskTel's General Tariff on currently offered MessageManager Service for definitions.

3. Conditions of Service

1. All conditions stated in the MessageManager Tariff and standard MessageManager Agreement apply to the service and equipment supplied by SaskTel under this Agreement provided that in the event of conflict, the provisions of this Agreement shall have precedence over the provisions of the Tariff to the extent necessary to give effect to this tariff.
2. A minimum of 1,000 mailboxes in the Province of Saskatchewan is required.

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3. The Customer and SaskTel agree that this arrangement shall remain in effect for a fixed term of seven (7) years commencing upon the In Service Date, or for a fixed term of three (3) years commencing upon the Expiry Date of the existing five (5) year MessageManager Agreement. After expiry of the fixed term, the service shall be provided to the Customer by SaskTel on a month to month basis at SaskTel's then prevailing month to month rental rates for the service unless the Customer and SaskTel shall have, prior to expiry of the fixed term of this Agreement, agreed upon and executed a new agreement for the service on a rental basis and for a rental term other than month to month.
4. The Customer shall pay to SaskTel:
 - a) Installation/service connection charges for each mailbox provided by SaskTel to Customer; plus
 - b) the monthly rental set forth in the Rates section of this Tariff item and for each and every mailbox provided to Customer by SaskTel, such monthly rentals payable in advance each and every month during the fixed term commencing upon the In Service Date; plus
 - c) such additional rates and charges as may be applicable to from time to time under this tariff and/or pursuant to SaskTel's Tariff, including rates and charges applicable to modifications or additions to the service and such other applicable rates and charges as are set out in SaskTel's Tariff including but not limited to rates and charges for station equipment, toll service, exchange service, miscellaneous equipment, directory advertising, Customer authorized temporary service, and Customer authorized overtime for installation, relocation and repair; plus

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3. Conditions of Service – Continued

- d) any municipal, provincial or federal sales, excise or other taxes of any kind or nature which may be levied on the service or equipment provided pursuant to this Agreement, such taxes to be payable at the time of payment of the rates and charges to which they apply; plus
 - e) in the event of termination prior to the expiration of the Fixed Term, termination charges calculated in accordance with this tariff and payable on the date of termination; plus
 - f) termination charges determined in this tariff ; plus
5. On an annual basis throughout the term of this Agreement, commencing upon the first anniversary of the In Service Date, SaskTel and Customer will conduct a review of this Agreement to determine whether the service is being delivered in accordance with the terms of this Agreement, whether the rate is still in accordance with SaskTel's pricing bands for volume. Adjustments in price shall be made if the quantity installed would qualify the Customer for a lower rate provided Customer commits to the then applicable minimum number of mailboxes. Additionally as part of such review, SaskTel will endeavor to advise Customer of SaskTel's development plans for the service. Such information will be provided on a confidential basis only and may not be disclosed to any third party by Customer. SaskTel will give consideration to involving Customer in development trials where such involvement is technically and economically possible.

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3. Conditions of Service – Continued

6. Customer may upgrade from the service to a new service offering or plan offered by SaskTel without termination charges provided that the contract length for such alternative service offering is at least equal to the unexpired portion of the Contract Period under this Agreement and the committed revenues to SaskTel under the alternate service offering are equal to or greater than the monthly rental for the service under this Agreement for the unexpired balance of the Contract Period of this Agreement.
7. SaskTel's total liability for such direct damages caused by the negligence of SaskTel shall be limited to the amount paid by the Customer to SaskTel for the service in the one year period immediately prior to the act or event giving rise to Customer's claim for direct damages. Any action against SaskTel for such damages must be brought by Customer within Eighteen (18) months after cause of action arises.
8. SaskTel shall maintain the service at the cost of SaskTel on a 24 hour per day, seven days a week basis on a best effort basis during the fixed term.
9. The service provided pursuant to this tariff may be added to or deleted at the request of the Customer subject to payment to SaskTel of the additional rates and charges which apply thereto. The fixed term for such additions or substitutions shall expire on the same dates as the fixed term applicable to the equipment first installed under this Agreement. Deletions to the service are subject to the minimum mailbox requirement as specified in this tariff and payment of the charges specified in this tariff.

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3. Conditions of Service – Continued

10. If prior to expiration of the fixed term Customer shall execute an agreement with SaskTel to upgrade to a new service (which decision as to what constitutes an upgrade shall be at the sole discretion of SaskTel), where the new service agreement has a liquidated damages provision set forth in this tariff, the Customer shall, at SaskTel's discretion, be liable only for charges incurred up to the time of cancellation of this tariff. In such event, Customer shall not be liable for monthly charges due pursuant to this tariff from the time of execution of the new service agreement.

11. The monthly rental rate for each of the minimum number of mailboxes making up the service includes at no extra charge on those features identified as basic features in SaskTel's Tariff. SaskTel agrees that in the event any new basic feature is added to MessageManager service after the In Service Date and is made available by SaskTel at no charge to its customers, then such new feature shall be made available to Customer for the mailboxes provided pursuant to this Agreement to the extent possible at no additional charge to Customer. Where new MessageManager service features are made available to SaskTel customers on a feature charge or fee basis, SaskTel shall provide such features to Customer at Customer's request for the mailboxes provided to Customer pursuant to this Agreement to the extent same is technically possible. If Customer requests such new MessageManager features for the mailboxes provided pursuant to this tariff, then Customer agrees to pay to SaskTel in addition to all other amounts set forth in this tariff, the then prevailing SaskTel rate for such new MessageManager features for each mailbox for which such new MessageManager features are provided by SaskTel.

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3. Conditions of Service – Continued

12. The Customer agrees that each MessageManager mailbox is capable of handling 3 simultaneous calls. Additional call handling capabilities are a chargeable item under SaskTel's Tariff. Mailboxes cannot be combined to effect greater call handling capability for a single application.

13. This Agreement may be terminated:

- a) by the Customer upon thirty (30) days advance notice in writing delivered to SaskTel; provided that if this service is terminated at any time prior to the expiration of the fixed term, either by the Customer for any reason or by SaskTel by reason of the default of the Customer under this tariff, the Customer shall forthwith pay to SaskTel:
 - i) a termination charge, being a sum equal to seventy-five percent (75%) of the present value of the balance of the monthly rental payments remaining to be paid for the minimum number of mailboxes specified in tariff, discounted from the time each such monthly rental payment was expected to occur to the date of termination; and
 - ii) any outstanding charges and rentals accrued and owing as of the date of termination; and

The termination charge specified in this tariff will be determined as the present value of an annuity and not as the present value of a lump sum. The discount rate used in determining such sums is 0.948879 percent per month compounded monthly (12.0 percent per year annual equivalent).

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- b) by SaskTel at any time in the event of the default of the Customer under this tariff after the Customer has been notified of the default and has failed to correct same within ten (10) days after such written notice in which event the termination charge described in paragraph (a) of this Condition shall be paid by the Customer together with any outstanding charges and rentals to the date of termination;
- c) by SaskTel or the Customer at any time following the fixed term, upon one month's advance notice in writing delivered to the other party;
- d) SaskTel and the Customer agree that the termination charge described in this tariff is a genuine pre-estimate of liquidated damages arising out of the termination of this Agreement.
- e) In the event that any time during the fixed term of this Agreement the actual number of mailboxes being provided to the Customer by SaskTel is less than the minimum number of mailboxes contracted for as set forth in this tariff, then in such event, Customer shall pay to SaskTel a termination charge being a sum equal to seventy-five percent (75%) of the present value of the monthly rental payments remaining to be paid for the number of mailboxes below the minimum number for which the Customer had contracted for discounted from the time such monthly rental payment was expected to occur to the date of termination. Such termination charge will be determined as a present value of an annuity and not as the present value of the lump sum. The discount rate used in determining such termination charge is the rate set forth in this Tariff item. Customer agrees that the termination charge described in this paragraph is a genuine pre-estimate of liquidated damages arising out of such breach by the Customer of the minimum number of mailboxes contracted for by the Customer and shall be in lieu of any other damages arising out of such breach by the Customer.

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4. Rates

The Customer shall pay to SaskTel the following rates and charges for Customer Specific Voice Messaging Service.

The Customer shall pay the following rates and charges for each appropriate mailbox.

\$6.50/ for each mailbox/ each month.