
SaskTel Hosted Exchange Service

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This document contains the following information:

- General
- Termination
- Amendments to this Agreement
- Service Description
- Terms and Conditions Applicable to the Service
- Service Changes
- Service Pricing
- Service Support
- Content

General

1. This Non-Tariff Item establishes an agreement between the Customer and SaskTel. It defines the terms and conditions which apply to the Customer's use of any of SaskTel's Hosted Exchange service offerings (collectively known as the "Service").
2. By subscribing to the Service under the Customer's name or the Customer's business name or by using the Service, the Customer is agreeing to be legally bound by and abide by the terms specified herein. If the Customer does not agree to be bound by these terms, the Customer may not subscribe for, access or use the Service. The Customer's use of any software provided with the Service or as a component part of the Service is subject to license terms included in the Terms of Service of Ceryx Inc. that you have agreed to in signing up for the Service and as incorporated into SaskTel's Acceptable Use Policy posted on www.sasktel.com/about-us/legal-and-regulatory/index.html and/or provided to the Customer by email or in any other manner as amended from time to time. Use of any of SaskTel's web sites is subject to terms posted on such web sites from time to time.
3. The Customer may stop using the Service at any time and terminate its subscription to the Service by contacting SaskTel through the toll-free number 1-888-255-8826 requesting account termination. The Customer is required to give 30 days notice.

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SaskTel Hosted Exchange Service - Continued

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Termination

1. SaskTel may suspend, restrict or terminate the Service at any time if:
 - a) the operation or efficiency of the Service is impaired by the Customer's use of the Service, intentional or otherwise; or
 - b) any amount is past due from the Customer to SaskTel; or
 - c) there has been or is any breach of any term or condition of this Non-Tariff Item.
2. SaskTel shall have no responsibility to notify any third party providers of services, merchandise or information of such termination or suspension. Any termination of the Service shall not relieve the Customer from paying any amounts owing or any other liability accruing prior to the time that such termination becomes effective.
3. Users of the Service will also be subject to SaskTel's Acceptable Use Policy, located at www.sasktel.com/about-us/legal-and-regulatory/index.html and/or www.sasktel.net and such other policies as SaskTel may adopt with respect to the Service and post at such web sites from time to time during the Customer's use of the Service. Such policies are incorporated into and form part of this Agreement. The Customer's continued use of the Service constitutes its knowledge of and agreement to be bound by such policies and changes thereto from time to time as posted on any of SaskTel's websites.

Amendments to this Agreement

1. SaskTel reserves the right to amend this Agreement at any time. SaskTel will publish the agreement for the Service and any amendments on its web site at www.sasktel.com/about-us/legal-and-regulatory/index.html and/or www.sasktel.net, or any replacement sites for such sites from time to time, before such amendments become effective, or at SaskTel's option, communicate such amendments to the Customer by email communication. The Customer is responsible for regularly reviewing the SaskTel web sites 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 date of the amendment, the Customer will be conclusively deemed to have accepted the amendment.

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SaskTel Hosted Exchange Service - Continued

Service Description

SaskTel Hosted Exchange is a fully managed, highly scalable enterprise grade e-mail and collaboration service that includes advanced calendaring, global contact management, unified messaging, highly functioning web access, and real time mobile device synchronization.

SaskTel Hosted Exchange offers three unique price plans allowing Customers to match features and price points for each of their users

- SaskTel Hosted Exchange Ultra Lite
- SaskTel Hosted Exchange Lite
- SaskTel Hosted Exchange Plus

Optional mobility add-ons that per user provide instant synchronization of mail, contacts, and calendars, include the following:

- BlackBerry Enterprise Server
- Microsoft ActiveSync

1. SaskTel Hosted Exchange Ultra Lite

Mailbox Size	250MB
Global Address List	No
Contacts	Personal*
Calendar	Personal*
Group Scheduling	No
Tasks	Personal*
Access Methods	POP/Outlook Web Access Lite
Outlook 2007 or Entourage License	No
Geo Replication	No
SLO	99.9%
Blackberry Enterprise Server	No
ActiveSync	No
Additional Mailbox Storage	Optional

* Functionality available through Outlook Web Access

SaskTel Hosted Exchange Service - Continued

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2. SaskTel Hosted Exchange Lite

Mailbox Size	750 MB
Global Address List	Yes*
Contacts	Personal and Shared*
Calendar	Shared*
Group Scheduling	Yes*
Tasks	Personal and Shared*
Access Methods	POP/IMAP/Outlook Web Access
Outlook 2007 or Entourage License	No
Geo Replication	No
SLO	99.9%
Blackberry Enterprise Server	No
ActiveSync	Optional
Additional Mailbox Storage	Optional

* Functionality available through Outlook Web Access

3. SaskTel Hosted Exchange Plus

Mailbox Size	2 GB
Global Address List	Yes*
Contacts	Personal and Shared*
Calendar	Shared*
Group Scheduling	Yes*
Tasks	Personal and Shared*
Access Methods	POP/IMAP/Outlook Anywhere/OWA
Outlook 2007 or Entourage License	Yes
Geo Replication	No
SLO	99.9%
Blackberry Enterprise Server	Optional
ActiveSync	Optional
Additional Mailbox Storage	Optional

* Functionality available through Outlook Web Access

SaskTel Hosted Exchange Service - Continued

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Security Features

SaskTel’s Email Firewall is a security solution that endeavours to eliminate virus threats and spam before they can reach your company. Your mail server is hidden from directory harvest, dictionary and denial of service attacks.

SaskTel’s Email Firewall also traps 99.0% of spam before it reaches your inbox or wireless device. The security solution portion of the Service is a multi-layered approach with a sophisticated, heuristic rule-based system of thousands of mail filters using seven different antivirus solutions.

Microsoft Windows Sharepoint 3.0 Add-On

SaskTel Hosted Exchange customers also have the ability to add SharePoint services to their Hosted Exchange environment. Microsoft Windows SharePoint Services 3.0 is a versatile technology that organizations and business units of all sizes can use to increase the efficiency of business processes and improve team productivity.

SharePoint Services help teams stay connected and productive by providing easy access to the people, documents, and information they need to make more informed decisions and get the job done.

Included with Windows SharePoint Services:

- 128bit SSL Encrypted access to SharePoint sites
- Full SharePoint v3.0 functionality including:
 - Granular permissions structure (user and groups)
 - Alerts/notifications and RSS feeds
 - Blogs, wikis, list, sub-sites, and mini-application templates
- Multi-factor anti-virus to ensure application and all uploaded content remain protected
- Custom sub-domain URL (https://custom_name.sharepoint-server.com)

SharePoint Base Package	Includes 10 users and 100 MB Storage.
Additional Storage	Increase storage by 1GB intervals.
Additional User	Company admin can add and remove user access as necessary.

SaskTel Hosted Exchange Service - Continued

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Terms and Conditions

1. The provisions of SaskTel's Non-Tariffed Products and Services Terms of Service apply to the Service.
2. Service Limitations, Performance and Availability
 - 2.1 The Customer is responsible to subscribe to an internet access service from a provider of their choice. Internet access service is required to access the Service.
 - 2.2 The Customer agrees to pay the fees and charges, including applicable taxes, incurred in connection with the provision of and/or use of the Service through the Customer's subscription in accordance with the rates and terms established by SaskTel for the Service and as such rates and terms may be amended by SaskTel upon reasonable notice to the Customer or which the Customer is directed to review when using the Service.
 - 2.3 SaskTel reserves the right to manage the system and network resources utilized by the Service and utilized by each subscriber and make whatever changes are necessary to ensure optimum performance for all of its customers.
 - 2.4 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.
 - 2.5 SaskTel does not guarantee that the Service will operate with all equipment or software, including without limitation all Internet applications and appliances.
 - 2.6 SaskTel makes no representation or warranty that the Service will be uninterrupted or error free.
 - 2.7 Final confirmation of availability for the Service cannot occur until any necessary and compatible software is installed at the Customer's premises.

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SaskTel Hosted Exchange Service - Continued**Terms and Conditions - Continued**

- 2.8 SaskTel may establish limits concerning use of the Service, including without limitation, the maximum size of any e-mail message that may be sent from or received using the Service, the maximum disk space that will be allotted on the Customer's behalf, the maximum amount of data that may be sent from or received using the Service, and the maximum number of days that e-mail messages will be stored. Such limits and information shall be posted at www.sasktel.com/about-us/legal-and-regulatory/index.html or otherwise made available to the Customer. The Customer agrees to comply with all such limits and policies. Such limits may differ depending upon the number of mailboxes the Customer is subscribing to and may be set at different levels for different users based upon factors that are determined at SaskTel's sole discretion. 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, restriction or termination of its subscription to the Service or the imposition of additional charges.
- 2.9 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. In no event will SaskTel be liable to any Customer or user of the Service for any claims or damages, whether based in contract, or in tort (including negligence) or based on any other theory of liability, arising out of directly or indirectly or related to the performance or non-performance of the Internet and/or the delay or inability for any reason, in being able to access the Internet. In no event will SaskTel be liable to a Customer or user of the Service for any indirect, consequential, special, incidental, punitive, exemplary or aggravated, or other similar damages of any kind, whether reasonably foreseeable by SaskTel or not, arising directly or indirectly in any manner from the performance or non-performance of the Internet and/or a delay or inability for any reason in being able to access the Internet.

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SaskTel Hosted Exchange Service - *Continued*

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Terms and Conditions - *Continued*

- 2.10 SaskTel does not warrant, represent or guarantee in any way that users and customers of the Service, or the Internet will not be exposed to or affected by computer viruses, trojan horses, worms or any other destructive devices such as malicious code designed to attack computers. In no event shall SaskTel have any liability of any kind whatsoever to any user or customer of the Service, or the Internet for any claims of any kind or damages, whether direct or indirect, consequential, incidental, special, punitive, exemplary or aggravated, whether reasonably foreseeable by SaskTel or not, and whether based in tort, contract or any other theory of liability, in the event a user or customer is in any way exposed to or affected by a computer virus, trojan horse, worm or other malicious code, while using or from having used the Service, or the Internet.
- 2.11 All use of the Service is at the Customer's own risk. The Customer further acknowledges that:
- a) the Service is provided on an "as is" and "as available" basis;
 - b) All warranties and conditions, express or implied are expressly disclaimed, including any warranty or condition or merchantability or fitness for a particular purpose;
 - c) neither SaskTel nor its suppliers are responsible or liable for loss, deletion or alteration of any transmissions or data, including without limitation, any e-mail messages, for any material or data sent or received or not sent or received, or for any transactions entered into through or using the Service, including without limitation, domain name registrations, renewals and transfers;
 - d) SaskTel is not responsible or liable for loss or damage to the Customer's equipment, software or data arising directly or indirectly out of installation or maintenance and support of the Service; and
 - e) The Customer's messages may be the subject of unauthorized third party interception and review. An individual with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are the Customer's responsibility.

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SaskTel Hosted Exchange Service - *Continued*

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Terms and Conditions - *Continued*

- 2.12 SaskTel in no way represents warrants or 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 and SaskTel will not be liable to any customer or 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. Security of the Service is limited to those aspects set out in the Service Description portion of these Terms of Service.
- 2.13 The fees charged by SaskTel reflect the allocation of risk herein and the limited recourse to SaskTel provided for in this Agreement. As the SaskTel Hosted Exchange Service account holder, the Customer is responsible for such account. The Customer agrees to comply with SaskTel's policies respecting the Service as provided from time to time including those to which the Customer is directed when using the Service. The Customer is solely responsible and liable for any and all activities that occur under its account, including without limitation, all activities of any sub-account holders. The Customer is also 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 any passwords related to such account or of any other breach of security and to provide assistance to SaskTel, as requested, to stop and/or remedy any breach of security. SaskTel will not assume any 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 and to supervise its account.
- 2.14 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 and 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.

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SaskTel Hosted Exchange Service - *Continued*

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Terms and Conditions - *Continued*

- 2.15 The Customer is prohibited from reselling the Service, with or without change, to any other entity, regardless of whether or not value is added to the Service, without the express written consent of SaskTel. The Customer may share the Service by providing one of its mailboxes for the use of another party provided that the Customer does not charge any fee or amount for such use of a mailbox by any third party.
- 2.16 As a part of the Service SaskTel will provide daily incremental and weekly full backups of Customer's mailboxes. Content of Customer's mailboxes will be retained for 30 days. If the Customer requests SaskTel to restore the content of any Customer mailbox, subject to SaskTel's ability to do so, SaskTel will perform the requested restoration for the Customer after the Customer has agreed to pay the SaskTel charges applicable to such restoration. SaskTel's backup and restore policies that apply to the Service are subject to change from time to time as determined by SaskTel in its discretion.
- 2.17 E-mail accounts assigned to the Customer by SaskTel during the term of the Customer's subscription to the Service remain the property of SaskTel at all times and are not capable of assignment, sublicensing, transfer or other disposition by the Customer in any manner or form. The Customer receives only the right to use such email accounts assigned to it while it is a subscriber to the Service.
- 2.18 Any software or documentation supplied by SaskTel or its agents to the Customer to access or use the Service or as a feature of the Service shall remain the property of SaskTel or its agents, 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 such 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.

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SaskTel Hosted Exchange Service - Continued

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Terms and Conditions - Continued

- 2.19 This Agreement, including any and all documents and SaskTel's policies referenced herein constitute the entire agreement between SaskTel and the Customer pertaining to the subject matter hereof. SaskTel's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.
- 2.20 If any of the provisions contained in this Agreement are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein. This Agreement for the Service shall be governed by and construed in accordance with the laws of the province of Saskatchewan and the federal laws of Canada applicable therein.
- 2.21 SaskTel may assign or transfer its rights and obligations under this Agreement to any affiliated entity without the Customer's prior written consent. The Customer may not assign or transfer this Agreement for the Service in whole or in part without SaskTel's prior consent. The parties have required that this Agreement and all documents relating thereto be drawn up in English.

SaskTel Hosted Exchange Service - *Continued***Terms and Conditions** - *Continued*

3. Service Changes

SaskTel reserves the right in its discretion to change the Service features, e-mail addresses, minimum equipment and software requirements and any other aspect of the Service at any time. SaskTel reserves the right to change the Service charges. SaskTel will provide the Customer with thirty (30) days advance notice of changes to the charges for the Service. Such notice of changes to the Service charges may be provided by e-mail or other electronic means including the posting of a notice on one or more SaskTel web sites.

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SaskTel Hosted Exchange Service - Continued

Terms and Conditions - Continued

4. Service Pricing – All pricing is a monthly rate.

	SaskTel Hosted Exchange Ultra Lite	SaskTel Hosted Exchange Lite	SaskTel Hosted Exchange Plus
Price	\$4.95	\$7.95	\$12.95
Mailbox Size	250MB	750 MB	2 GB
Global Address List	No	Yes	Yes
Contacts	Personal	Personal and Shared	Personal and Shared
Calendar	Personal	Shared	Shared
Group Scheduling	No	Yes	Yes
Tasks	Personal	Personal and Shared	Personal and Shared
Access Methods	POP/OWA Lite	POP/IMAP/OWA	POP/IMAP/Outlook Anywhere/OWA
Outlook 2007or Entourage License	No	No	Yes
Geo Replication	No	No	No
SLA	99.9%	99.9%	99.9%
Blackberry Enterprise Server	No	No	Optional
ActiveSync	No	Optional	Optional
Additional Mailbox Storage	Optional	Optional	Optional
Domain	A Custom Domain Name required for this service.*		
Blackberry Enterprise Server (Plus only)			\$10.95
ActiveSync (Lite and Plus only)		\$3.95	

Extra mailbox storage can be purchased at \$9.95 per 1GB.

*A DNS Hosting monthly charge may apply.

SharePoint Pricing

SharePoint Base Package	10 Users 100 MB Storage	\$19.95
Additional SharePoint Storage	Per 1GB	\$15.95
Additional SharePoint Users	Per additional user	\$1.95

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SaskTel Hosted Exchange Service - Continued**Terms and Conditions - Continued**

Billing for the Service will be based on the Customer's use of the Service taken by SaskTel each month showing the number of mailboxes and Mobility, SharePoint, and Storage add-ons the Customer has used in that month. Mailboxes or Mobility, SharePoint, and Storage add-ons deleted by the Customer from the Service before the billing date will not be charged for the full month, but will be pro-rated based on the amount of days used.

5. Service Support**5.1**

- a) The SaskTel IP Support Centre will provide telephone assistance and email support on a reasonable efforts basis, via the telephone number and during the hours specified at www.sasktel.com/about-us/legal-and-regulatory/index.html. Assistance is limited to the Customer's problems using the Services and may exclude problems related to certain equipment and software, as specified by SaskTel, in its discretion. SaskTel cannot guarantee the resolution of any particular problem.
- a) As a condition of providing such assistance, 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.
- b) SaskTel maintains a regularly scheduled maintenance window for the Service between 1:00am to 5:00am Eastern Standard Time on Thursdays and from 11:00P.M. Saturday to 5:00A.M Sunday Eastern Standard Time. The Service is not available during such scheduled maintenance windows. SaskTel will use commercially reasonable efforts to restore any unexpected Service outages. The Customer acknowledges that not all maintenance issues for the Service or Service outage causes are capable of resolution within the regularly scheduled maintenance window and some issues or Service maintenance requirements may need to be addressed outside of the regularly scheduled maintenance window. SaskTel endeavors to keep such instances to a minimum. The Service may not be available during any such instance.
- c) Support issues that may require escalation within SaskTel to resolve will only be escalated during regular business hours of 8:00am to 4:30pm Central Standard Time, Monday to Friday inclusive, excluding SaskTel observed holidays.

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SaskTel Hosted Exchange Service - *Continued***Terms and Conditions** - *Continued*5. Service Support - *Continued*

- 5.2 SaskTel in no way guarantees, makes any representation about, or supports the various applications the Customer may use in conjunction with the Service.
- 5.3 SaskTel representatives may request information about the Customer, the Customer's location, account and computer configuration for the purpose of providing end user support. Should the Customer refuse to provide this information, SaskTel reserves the right to deny further support assistance.
- 5.4 SaskTel endeavors to post on and keep current on its web sites, a list of the software applications that SaskTel supports in conjunction with support of the Service. SaskTel reserves the right to change the software applications it supports in conjunction with support of the Service without any prior notice to the Customer.
- 5.5 SaskTel reserves the right to deny support based on abuse to SaskTel personnel, verbally or otherwise. SaskTel will not be liable for any damage, caused indirectly or directly as a result of denying support on such basis.

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SaskTel Hosted Exchange Service - *Continued***Terms and Conditions** - *Continued*

6. Content

- 6.1 The Customer acknowledges that some of the content, information and material that is available through or transmitted to the Customer through the Service and the Internet may be inaccurate, offensive, harmful or in violation of applicable laws or unacceptable to the Customer.
- 6.2 SaskTel is not responsible or liable for any act or omission of any third party, including but not limited to, any threatening, defamatory, obscene, offensive or illegal conduct or any infringement of another's rights, including without limitation, intellectual property rights.
- 6.3 Neither SaskTel nor its suppliers are responsible for any content that is transmitted through the networks of SaskTel or others, or that is sent, received or accessed using the Service, by the Customer or any third party. The Customer understands that neither SaskTel nor any of its affiliates attempt to censor or monitor the Internet or its content. The Customer assumes total responsibility and risk of access to or use of content that is available through or with the Service and for use of the Service.

End

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