

SaskTel Basic Network Discovery Service Terms and Conditions

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Description

The SaskTel Basic Network Discovery Service (the “Service”) is a scaled down assessment available to non-Enterprise customers installing a VoIP solution between ten to fifty users and uses the industry leading diagnostic tools. These tools conduct testing and assessments to identify potential problems, determine voice quality, and provide baselines to assist in trouble shooting the customer’s VoIP network. The Service evaluates the customer’s network to determine if it is ready for a Voice over IP system. SaskTel will provide the customer with a report with a pass or fail status and any recommendations for improvement to the customer’s network to support successful Voice over IP implementation.

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Items included in the Service (Service Scope):

- Conduct testing on local area networks to uncover errors and to determine the voice quality of each link;
- Provide a real-time view of network to detect common network issues (such as high utilization, media errors, and packet loss);
- Include a visual inspection for network issues which may impact VoIP quality or cause network downtime; and
- A pass/fail report for VoIP readiness and any recommendations on changes need to support VoIP over their network.

Any work that is not stated above in the Service Scope above is considered Out-of-Scope and will be subject to charges on a time and material basis if the customer engages SaskTel to provide such additional services.

Service Phases:

Phase One	Phase Two	Phase Three
Basic Network Discovery Client Questionnaire*	Basic Network Discovery	Report Preparation and Delivery

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1. Nature and Company Obligations

1.1 SaskTel’s performance is conditional upon the customer fulfilling its obligations. The customer will cooperate with SaskTel and will provide safe and timely access to its premises and computer equipment, including remote access, and any other services, personnel, information, or material that SaskTel may reasonably require to perform the Services.

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1.2 The customer will supply, if required, adequate working space, furniture, internet access and/or connectivity to the customer's internal network and an office telephone for SaskTel to perform the Services at the customer's premises.

1.3 SaskTel shall provide the Services generally between the hours of 8:00 AM to 5:00 PM Monday to Friday unless specifically otherwise agreed upon by SaskTel and the customer.

2. Compensation and Invoices

2.1 The customer shall pay for all Services provided pursuant to this Agreement based on the rates set forth in the rates section of this Agreement.

3. Expenses

3.1 SaskTel shall be reimbursed for any expenses for accommodation, travel and meals related to the provision of Services to Customer pursuant to this Agreement. Where such expenses are required, SaskTel will provide the customer with an estimate of such expenses. Customer agrees that such amounts are estimates only.

4. Payment

4.1 The customer shall pay SaskTel's charges for Services and reimbursement of expenses within thirty (30) days of the due date of SaskTel's invoice for such charges and expenses. SaskTel invoices not paid within thirty (30) days of the due date shall bear interest at the rate equivalent to SaskTel's late payment charge as specified in SaskTel's Non-Tariff Products and Services Schedule from time to time.

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Terms and Conditions - *Continued***5. Confidentiality**

5.1 SaskTel agrees that all Confidential Information communicated to or obtained by SaskTel, whether before, during or after the date of this Agreement, shall be and was received in confidence and that no such Confidential Information shall be disclosed by SaskTel, without the prior written consent of the customer, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the control of SaskTel. Confidential Information includes but shall not be limited to the confidential business and financial information of Customer and the report and recommendations if any, resulting from SaskTel providing the Services to the customer pursuant to this Agreement. The customer agrees that SaskTel personnel involved in providing the Services may share the results of any such Services with the SaskTel Account Team responsible for the customer. Where the obtaining of a Services report is required as part of the services the customer has purchased from SaskTel, then the Services report will be shared with SaskTel personnel involved in providing to the customer the services that the customer has purchased. The sharing as described in this section is agreed by the customer not to be a breach of this Section 5.

6. Liability

6.1 SaskTel shall not be liable to the customer, its officers, employees, agents, contractors, subcontractors, invitees or licensees or any other third party, whether in contract or in tort or on the basis of any other theory of legal liability, for any claim, action, suit, proceeding, loss, cost, expense, injury or damages of any kind or nature, which may arise out of, be attributable to, or be consequent upon provision of the Services pursuant to this Agreement, except for direct damage caused to the customer only, by the negligence of SaskTel in performance of the Services. In no event shall SaskTel be liable to the customer, its officers, employees, agents, contractors, subcontractors, invitees or licensees or any other third party, for any indirect, special, consequential or incidental damages of any kind, notwithstanding SaskTel's notice of same nor their foreseeability, including without limiting the foregoing, business or economic loss, loss of profits or failure to realize expected savings arising out of any cause or reason whatsoever.

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6.2 Notwithstanding anything contained in this Agreement, SaskTel's entire liability if any, for damages from performance or non-performance of this Agreement by SaskTel and including any reliance by the customer on the report and recommendations provided to the customer by SaskTel as part of the Services provided by pursuant to this Agreement, regardless of the form of action, and whether in contract, or tort (including without limitation, negligence, warranty or other legal or equitable grounds) will be limited to actual direct damages which in no event shall exceed the amount of fees paid by the customer to SaskTel for the Services.

7. Indemnification

7.1 The customer shall indemnify SaskTel and its officers, servants, agents and contractors against and hold SaskTel and its officers, servants, agents and contractors harmless from any and all claims, actions, suits, proceedings, losses, costs, expenses, damages and liabilities, including all costs of defense and legal fees on a solicitor and client basis, brought by any third party arising out of, connected with, directly or indirectly, or in any way resulting from the performance or purported performance of Services by SaskTel pursuant to this Agreement. SaskTel agrees that the customer's indemnity pursuant to this Section 7.1 shall not extend to any claim for direct damages by the customer as a result of SaskTel's negligence in performance of the Services as set forth in Section 6.1 of this Agreement, nor for any breach by SaskTel of the confidentiality provisions of this Agreement.

8. Assignment

8.1 Subject to Section 8.2, neither this Agreement nor any part thereof or any interest therein shall be capable of assignment by either the Customer or SaskTel to any third party whatsoever without the prior written consent of the other.

8.2 SaskTel may subcontract a portion of this Agreement to a third party.

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9.1 This Agreement shall be construed and interpreted in all respects in accordance with the laws of the Province of Saskatchewan.

10. Deductions

10.1 SaskTel agrees that for its personnel, it shall bear full responsibility for payment of any required employer contributions under The Income Tax Act, The Canada Pension Plan Act, The Unemployment Insurance Act, The Workers' Compensation Act and/or any other similar legislation.

11. Benefits

11.1 SaskTel shall not be entitled to benefits of any kind or nature other than compensation or reimbursement for expenses as set forth herein.

12. Independent Contractor

12.1 SaskTel acknowledges, agrees and represents that in providing Services to the customer it is an independent contractor and not an employee of the customer.

13. Survivability

13.1 The provisions of Sections 5, 6, 7, 9, and 16 shall survive termination or expiration of this Agreement.

14. Termination

14.1 Either SaskTel or the customer may terminate this Agreement where the other party has failed to perform any term or obligation on its part to be performed in this Agreement, providing the party desiring to terminate has provided thirty (30) days prior written notice to the defaulting party of its intention to terminate and the defaulting party has not rectified or remedied its default in performance prior to the expiration of such thirty (30) day period.

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15.1 The headings of this Agreement form no part of this Agreement and shall be deemed to have been inserted for convenience only.

15.2 Neither the granting of any time or any other indulgence to one party by the other, nor the failure of either party to insist upon a strict performance of any covenant, term or condition hereof or to enforce any rights hereunder shall be construed as a waiver of either party's rights or remedies and the same shall continue to be in full force and effect. A waiver of any default hereunder shall not operate as a waiver of any subsequent default, all waivers shall be in writing and delivered to the other party.

15.3 Should any portion of this Agreement for any reason be held to be void in law or in equity, the Agreement shall be construed, so far as is possible, as if such portion had never been contained therein.

15.4 No act of the parties hereto shall be construed as the creating or establishing of a partnership, joint venture or association of any type between SaskTel and the customer. It is understood and agreed that this Agreement is a contract for the performance of a service and neither SaskTel nor any of its employees, officers or agents shall hold itself or themselves out as an employee, servant or agent of the customer and neither Customer nor any of its employees or agents shall hold itself out or themselves out as an employee or agent of SaskTel.

16. Force Majeure

16.1 SaskTel shall 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 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 under this Agreement shall be relieved for the period of SaskTel's non-performance due to force majeure commencing after a period of 30 days has expired from the date of occurrence of the force majeure event.

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Rates

Basic Network Discovery Client Questionnaire *	1 hour	\$150.00* (*if SaskTel completes client questionnaire)
Basic Network Discovery Service Final Report	2 hours	\$300.00

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* A Basic Network Discovery Client Questionnaire is the customer’s responsibility to complete or they may hire SaskTel to complete it on the customer’s behalf at SaskTel’s standard Professional Services rate.

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Note: The charges listed above represent a flat rate for those services

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(Reserved for future use)

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