



MASTER BUSINESS INTERNET AND VALUE ADDED SERVICES AGREEMENT

Updated February 9, 2009

1. Agreement.

These terms and conditions ("**Terms of Service**") set out the rights, obligations and limitations of Bell Canada. ("**Bell**" or "**us**" or "**we**" or "**our**") and you, (the "**Customer**" or "**you**"), for the business internet and value added services Bell provides to you, subject to any applicable tariffs or regulations and as more fully described in the attached schedules (collectively "**Services**" and individually a "**Service**"). If you are classified as a customer of Bell Aliant Regional Communications, LP ("**Bell Aliant**"), the Services will be provided by Bell Aliant and these Terms of Service shall apply to you and Bell Aliant, and references herein to Bell, us, we or our mean Bell Aliant. Bell may perform its obligations through its affiliates, agents, or subcontractors ("**Third Party Providers**") provided that Bell shall not be relieved of its obligations under this Agreement by use of Third Party Providers. These Terms of Service, together with (i) your Bell invoice for the Services and all terms listed therein; (ii) all applicable Bell service rules and policies referenced in these Terms of Service or to which you may be directed when you order or use the Services, including the Bell Acceptable Use Policy located at bell.ca/AcceptableUsePolicy, as it may be amended from time to time ("**Bell's Acceptable Use Policy**"); and (iii) any Service specific terms attached as a Schedule or any other document at any time or incorporated by reference into these Terms of Service ("**Documents**"), form our agreement with you ("**Agreement**").

To the extent that there is a conflict between these Terms of Service and any Service specific Schedule appended hereto, the Terms of Service shall prevail unless otherwise specifically stipulated in the Schedule. Further, to the extent a Service is or becomes subject to tariffs further to a Canadian Radio-Television and Telecommunications Commission (the "**CRTC**") direction, the terms of the applicable tariff shall prevail over the main body of this Agreement or the Schedules. The schedules containing additional terms and conditions applicable to each Service to which this Agreement applies and which form part of this Agreement are: (i) [Schedule "A" – Bell Business Internet Services](#); (ii) [Schedule "B" – Bell Business Internet Unplugged](#); (iii) [Schedule "C" – Bell Website Hosting](#); (iv) [Schedule "D" – Bell Domain Name Registration Service](#); (v) [Schedule "E" – Bell Business Internet Fax](#); (vi) [Schedule "F" – Bell Productivity Pak Service](#); (vii) [Schedule "G" – Bell Business Vault Service](#); (viii) [Schedule "H" – Bell Business Internet Security and Bell Business Internet Security Pack](#); and (ix) [Schedule "I" – Bell Website Design and Maintenance Services](#) (each a "**Schedule**" and collectively, the "**Schedules**").

The Services Customer has ordered are those shown on its invoice.

Customer is solely responsible for the use of the Services by it and any other users ("**Users**") and shall (a) take all necessary measures to ensure that the Services are used in accordance with this Agreement, (b) be liable for all consequences resulting from any breach of this Agreement and (c) be liable for all use of the Services, whether authorized or not, including paying for all Charges originating from, or passing through their equipment and/or account(s) set up in order to access the Services ("**Accounts**"). Customer and all Users are sometimes called "**you**" in this Agreement.

If you do not wish to be bound by the terms and conditions of this Agreement and the applicable Schedules which form a part of the Agreement and pay the Charges associated with the Services you may not access or use the Services. Your access and use of the Services shall be your deemed acceptance of the terms and conditions contained herein.

2. Charges, Billing & Payment.

You shall pay all amounts, fees and charges, identified to you when you purchase Services or as otherwise identified to you by Bell from time to time (including on your invoice or on bell.ca), together with applicable taxes ("**Charges**"). Bell may change the Charges for any Renewal Term by giving Customer at least sixty (60) days notice of such change prior to the end of the then-current Term. In addition to and without limiting any rights that Bell has under the Agreement, Bell may increase monthly Charges during any calendar year during the Term provided the total increases do not exceed, in any calendar year, 10% of the applicable monthly Charges for the Service in effect at the beginning of the applicable calendar year. For current Charges applicable to a specific Service, go to the website identified in the applicable Schedule. Unless otherwise set out on your Bell invoice, Charges will commence on the earlier of the date Bell commences the work to provide the Service to you, or the date the Service is first provided. Bell will bill you monthly, and you shall pay Bell, when due, on a monthly basis, all invoiced Charges. Invoices for the Charges may be produced, submitted and delivered either electronically or on paper. Some Services may be provided in combination with others as a bundled service ("**Bundled Services**"). You must continually subscribe to all Bundled Services to receive a discount.

Bell may bill you for any Charge up to 12 months from the date that Charge was incurred. If payment is not received by Bell within 30 days of the invoice date, you will be charged interest on the balance owing at an interest rate equal to 2% per month (26.82% per year, calculated and compounded monthly, from the invoice date ("**Late Payment Charge**"), or as otherwise set out on your invoice. Bell may change the Late Payment Charge from time to time.

3. Other Charges.

Administrative charges, as set by Bell from time to time, may be assessed against you for administrative or account activities including collection efforts due to your non-payment or having a balance over your credit limit; returned or rejected payments; change of any personal identifier information; suspension, disconnection or restoral of Services. All administrative fees charged to you will form part of the Charges owed by you to Bell under this Agreement.

You will ensure that your billing and payment information provided to Bell remains current at all times. If you provide a credit card, bank account, or other pre-authorized payment method to Bell to make your monthly payments, you authorize Bell to charge your credit card or bank account the amount of any outstanding amounts and all Charges due under this Agreement and as identified to you on your invoice. Customer is responsible for ensuring that payments made to Bell by cheque are sent to the address as it appears on the bell.ca website or as specified by the Bell Business Office or other Bell authorized group.



Disputed Charges. If you question or dispute any Charge, you must do so within 90 days of the disputed invoice date; otherwise, you will be deemed to accept all Charges. Unless otherwise indicated on your invoice, disputed Charges will not be considered past due unless Bell reasonably believes you are using the dispute to evade or delay payment.

4. Amendments/Changes.

Bell may change the Services and/or this Agreement including the Schedules attached hereto with or without your consent; or any feature, content, structure or other aspect of any of the Services. Bell will notify you in advance of any change to this Agreement and material change to your Services by posting a notice on bell.ca, mail, sending notice via SIM or other message on your monthly invoice, or any other notice method likely to come to your attention. If you continue to use the Services after any such change is effective, you will be deemed to have accepted the change.

5. Initial Service Period and Term.

All Services will be provided to you on a month-to-month basis ("**Monthly Term**"), unless a longer service term ("**Fixed Term**") is agreed to when the Services are purchased. The initial service period of any Service shall commence on the earlier of the date Bell commences the work to provide the Service to you, or the date the Service is first provided and shall expire at the end of the first Monthly Term or Fixed Term, as applicable ("**Initial Service Period**"). If you order Services on a Monthly Term, your Initial Service Period shall be a minimum of thirty (30) days. If you order a Service on a Fixed Term, your Initial Service Period shall be as agreed to when the Service was purchased. Unless the applicable Service is terminated in accordance with the provisions contained herein, or the renewal provisions in the applicable Schedule differ, the Initial Service Period will automatically renew on the same terms and conditions, and with a service period equal to the length of the Initial Service Period ("**Renewal Term**"). The Initial Service Period and all Renewal Terms are called the "**Term**".

6. Termination of Services and Default.

You may contact Bell at Bell Client Care (see end of Agreement) to terminate any Service. Termination is effective 30 days from the date you contact Bell ("**Termination Date**"). In addition to any applicable Termination Charge (defined below), you will be charged the applicable Charges in that 30 day termination period ("**Termination Amounts**").

If you terminate a Service subject to a Fixed Term during the Initial Service Period or a Renewal Term, you shall pay to Bell in addition to the Termination Amounts, termination charges equal to 50% of the unexpired portion of the Initial Service Period or Renewal Term, as the case may be ("**Termination Charge**"). The Termination Charge is a reasonable estimate of damages suffered by Bell as a result of your early termination of the Service and is not a penalty.

Notwithstanding the foregoing, where Charges for a Services are prepaid, prepaid amounts will not be refunded if the Service is terminated in advance of the expiration of the Term. The Termination Charge on prepaid accounts shall be equal to the unexpired portion of the Initial Service Period or Renewal Term, as the case may be.

Bell may without liability: (i) refuse to provide any Services to you where Bell would have to incur unusual expenses to do so; (ii) stop providing you with any or all of the Services; and/or (iii) terminate this Agreement for any reason upon a minimum of 30 days prior written notice to you.

If you breach any part of this Agreement, Bell may, without liability, terminate any Service and/or this Agreement; enter upon your premises and take immediate possession of or require you to promptly return in proper working order and in good condition all Bell Equipment provided in connection with the Services; and accelerate all Charges and other amounts under this Agreement as due and owing as of the Termination Date.

7. Immediate Suspension or Termination of Services.

Bell may, in its sole discretion, immediately suspend or terminate any Service for a breach of this Agreement, including where: (i) the operations, security or efficiency of a Service is impaired by your use of the Service or Non-Bell Equipment connected to the Service; (ii) any amount is past due from you to Bell; or (iii) if you commit an act of insolvency or are involved in any proceeding, either voluntary or involuntary, under laws affecting creditors rights or the appointment of a receiver, or otherwise not meeting Bell's credit requirements.

If your account is suspended and the outstanding problem has not been resolved within eight (8) days from the date of suspension, the Service may be discontinued in which case the then applicable installation and/or activation fee will apply if you wish to resume your subscription to the Service. Bell shall have no responsibility to notify any third party providers of services, merchandise or information of the termination of the Service or this Agreement. Suspension does not change your obligation to pay for the Services.

8. Special Payment Terms; Deposits and Alternatives.

In exceptional circumstances, Bell may require you to pay the Charges on an interim basis, despite your monthly billing cycle, and you shall pay on or before the stipulated due date to avoid suspension or termination of your Services. Bell may require deposits from you at any time if you: (a) have no credit history with Bell and do not provide satisfactory credit information; (b) have an unsatisfactory credit rating with Bell due to payment practices in the previous 2 years regarding any Bell Services; or (c) present an abnormal risk of loss. Deposits will earn simple interest based on Bank of Montreal's monthly savings account rate in effect from time to time, calculated monthly on the last day of your monthly billing period, prorated for any partial month Bell holds the deposit. When the Services are terminated or the conditions justifying the deposit are gone, Bell will apply the deposit and any earned interest against the outstanding Charges or other amounts owing by Customer, and thereafter refund to Customer any balance of the deposit and earned interest.

9. Minimum System Requirements and Your Equipment.

It is your responsibility to ensure that your computer system and that of each of your Users' meets the current minimum requirements made available to you by Bell and indicated at bell.ca/systemrequirements as being necessary to use the Service. From time to time, minimum system requirements may change, and you are responsible for updating your minimum system requirements accordingly. If you fail to update your computer equipment and that of Users, it may cease to be adequate to access the Service. In such event, your sole remedy will be to terminate the Service in accordance with Section 6 hereof. Bell cannot guarantee that the Service will be compatible with all system configurations.

10. Connections and Non-Bell Equipment.

You must supply, install and maintain all facilities, software and equipment not provided by Bell ("**Non-Bell Equipment**") in accordance with industry best practices, and are liable and shall indemnify Bell for any damage resulting from your failure to do



so. You are responsible for all disruptions and damage caused by Non-Bell Equipment, including any effect on other customers' ability to receive Bell Services, and Bell may take any action which it considers necessary to address that effect, including charging you for any and all costs that may ensue to remedy such effect. Bell's liability in the attachment, connection or use by you or your Users of such Non-Bell Equipment, apparatus or devices is subject to the Limitation of Liability clause contained herein.

11. Bell Equipment; Bell Right to Enter Premises.

All Bell Equipment (meaning any device, apparatus, equipment or hardware owned or supplied by Bell and used in connection with the Services) will always remain Bell's property and you will (i) take reasonable care of the Bell Equipment in compliance with applicable operating instructions provided by Bell, its agents, suppliers and/or Third Party Providers as applicable; (ii) not sell, lease, mortgage, transfer, assign or encumber the Bell Equipment; (iii) not move or re-locate the Bell Equipment except as may be provided with the applicable Service Schedule or in a manner consistent with ordinary use of the Service, and (iv) immediately return all Bell Equipment to us at your cost upon termination of the Services to which the Equipment related. If you fail to comply with these obligations, you will pay us the fee set forth in the applicable Service Schedule or, if no fee is set forth in the Service Schedule, the undiscounted retail value of the Bell Equipment, together with any costs incurred by us in seeking possession of the Bell Equipment. Failure to do so will result in certain charges to you, as identified to you when you received such Bell Equipment. Bell will provide maintenance and repairs to Bell Equipment as required due to normal wear and tear, but additional charges may apply for maintenance and repair work performed outside of regular working hours.

You may also be charged for the cost of repairing or replacing the Bell Equipment if you have deliberately, negligently or by virtue of lack of reasonable care, caused loss, theft or damage to the Bell Equipment. In all cases, you are liable for all damage caused to Bell Equipment and facilities by you or by Non-Bell Equipment. You must immediately notify Bell of any loss, theft or damage of or to Bell Equipment.

With required consents which you will obtain and provide to Bell, Bell may enter the premises on which the Services are, or are to be, provided, to install, inspect, repair, maintain, or remove the Bell Equipment, or to maintain, protect, investigate, modify or improve the operation of the Services.. Bell may enter premises without consent in the case of an emergency or with a court order. This provision shall survive expiration or termination of the Agreement.

12. Installation Appointments.

In no event will Bell be responsible for any claims, damages, losses or expenses, including without limitation lost wages or missed work, in the event that an installation appointment is missed, either by Bell or by a Third Party Provider.

13. Software and Documentation Supplied.

Any software or documentation supplied by Bell, its agents and/or Third Party Providers, or otherwise made available for Users' use in connection with the Services shall remain the property of Bell, its agents and/or Third Party Providers, as applicable. Users shall take appropriate steps to protect same against loss or damage. The use by Users of any such software and documentation shall be subject to the terms and conditions of an associated software license agreement ("**Software License Agreement**") that will be provided to you when you register for the applicable Service. It is your responsibility to ensure that you and all Users review and agree to the terms and conditions of the applicable Software License Agreements before

installing or using the software or documentation. Unless otherwise provided in the applicable Software License Agreement, all Software License Agreements will terminate upon the termination of this Agreement, or the termination of the Service specific Schedule as applicable.

14. Use of Services: Customer Obligations and Restrictions:

In addition to any additional obligations and restrictions set out in the Schedules attached hereto, you shall not:

- (a) resell, or remarket the Services, receive any charge or benefit for the use of the Services, or share or transfer the Services;
- (b) use the Services or permit them to be used for a purpose or in a manner that is contrary to law, for any illegal purpose, including criminal offences, intellectual property infringement, harassment or interference with network operations; contrary to any export control legislation regarding technical information; or to make annoying or offensive calls;
- (c) use the Services or permit them to be used so as to prevent a fair and proportionate use by others;
- (d) re-arrange, disconnect, remove, repair, modify or otherwise interfere with any Services, Bell Equipment or Bell facilities;
- (e) adapt, translate, modify, decompile, disassemble, or reverse engineer any software, applications or programs used in connection with the Services;
- (f) modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available through the Services nor use any of the foregoing for any purpose other than the purpose for which such intellectual property is made available to users through the Services;
- (g) attempt to receive any Service or permit others to attempt to receive any Service without paying the applicable Charges;
- (h) use any of the Services in a manner which bypasses, or attempts to bypass, Bell's network; and/or
- (i) Use any Services contrary to Bell's [Acceptable Use Policy](#).

15. Registration, Accounts and Passwords.

You agree to provide accurate and current information about yourself as required by the relevant registration process, and to promptly update such information as necessary to ensure that it is kept accurate and complete. You agree to be responsible for: (a) maintaining the confidentiality of any passwords or other Account identifiers which you choose or are assigned as a result of any registration for the Services as applicable, and (b) all activities that occur under such password or Account. Further, you agree to notify Bell of any unauthorized use of your password or Account. Bell shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this Section.

16. You Can Best Control the Risk and Therefore Are Responsible.

The Charges charged by Bell for each Service reflect the allocation of risk herein and the limited recourse to Bell provided for in this Agreement. Bell will not assume any responsibility for your acts or omissions or those of your Users or any individual who uses your Account with or without your knowledge or



consent, including without limitation responsibility for any charges you incur when making purchases or conducting other transactions with the Service. As between Bell and you, you are better able to put in place physical and procedural impediments to the inappropriate use of and to supervise the use of your Services. Account and password protection shall be your responsibility. Any detriment that is caused to the network or risk or liability to Bell as a result of your failure to properly secure your equipment and computer system may result in the immediate cancellation of the Service.

17. Customer Liability for Use of Services.

You are responsible for all uses of the Services originating at or passing through your Account and all long distance charges that may result from such use, regardless of who made or accepted such calls. It is your responsibility and that of your Users to create data backups prior to installation and use of any Services, and throughout the Term of this Agreement. Neither Bell nor its agents or Third-Party Providers will be held responsible for any loss of data.

18. Performance Levels.

Bell does not guarantee or warrant the performance of the Services. Speed and consistency are a function of the wider network architecture of the Internet itself. As such Bell does not guarantee Service performance levels.

19. Security and Privacy.

Bell will not be responsible for any corrupted files or viruses which affect the Service or the Users of the Service. It is your responsibility to safeguard your system and that of each of your Users', through appropriate means (e.g. using commercially available software, appropriate password protection, and industry best practices) from theft, unauthorized use or system corruption. Any detriment caused to the network or potential exposure to risk or liability to Bell as a result of your failure to properly secure your system and that of your Users may result in the immediate cancellation of your Service.

Bell cannot ensure or guarantee the privacy of any information you or your Users choose to transmit through use of the Services. Any such use shall be at your, and that of your Users', sole risk and Bell, its affiliates, agents and Third Party Providers shall be relieved from all liability in connection therewith.

20. IP Address /Email Address/Host Name/Fax to Email Toll Free Number/Internet Fax Number.

Any Internet Protocol ("IP") address (Dynamic IP or Static IP), email address, host name, Internet Fax or toll free telephone number for the delivery of fax to email Services assigned to you by Bell is the property of Bell at all times and may be changed or withdrawn at any time in the sole discretion of Bell. You have no property or other rights in any such IP addresses email addresses, host names, or toll free numbers. Bell assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP addressing, email addressing, host name, Internet fax or toll free number. As such, it is recommended that Customers use their domain name service ("DNS") name for scripts and other automated tasks and not the IP address as it might change.

21. Change in Telephone Service.

If a change in your or that of Users' telephone service is requested from your local phone company, it is your sole responsibility to advise Bell of the change. This includes moves, regardless of whether you or your Users' phone number changes or not, changes to your or your Users' phone number, and any other changes that may occur to your or your Users' local

telephone service. Any applicable cancellation and/or re-installation charges resulting from such changes will be charged to your account in addition to regular Charges associated with the Services.

22. No Liability for Third Party Content.

Be aware that some content, products or services (the "Third Party Content") available with or through the Service may be offensive to you, and/or your Users or may not comply with applicable laws. You understand that neither Bell nor any of its affiliates attempt to censor or monitor any such Third Party Content. You understand, however, that such Third Party Content may be subject to "caching" at intermediate locations on the Internet when being accessed through the Service. You and your Users assume total responsibility and risk for access to or use of such Third Party Content and for use of the Internet. Bell and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of such Third Party Content. It is your responsibility to obtain all consents, authorizations and clearances in respect of Third Party Content in your Account that you transmit, provide access or communicate to others using the Service.

23. Monitoring.

Bell has no obligation to monitor the Service(s). However, Bell will be entitled to electronically monitor the Service(s) from time to time and disclose any information, including your information or that of your Users that is necessary to satisfy any law, regulation or other lawful request from any applicable jurisdiction or as necessary to operate the Service or to protect itself or others. Bell will not intentionally monitor or disclose any private e-mail message unless required by law. Bell reserves the right to refuse to post, or to remove any information or materials, in whole or in part, that it determines, in its sole discretion, are unacceptable, undesirable, or in violation of Bell's [Acceptable Use Policy](#).

24. Network Management.

Customer acknowledges and agrees that in accordance with Bell's obligations to maintain its networks and in accordance with the Bell [Acceptable Use Policy](#) which prohibits the use of a Bell Service in a way that impairs the operations or efficiency of the Service or creates an unusually large burden on the Bell networks, Bell is entitled to use and uses deep packet inspection ("DPI") during peak periods of Internet usage for traffic management purposes, and that the use by Bell of DPI for such purposes, which may slow certain peer-to-peer file sharing applications, is not a breach of any of Bell's obligations in relation to the Service.

25. Confidentiality of Customer Records; Personal and Credit Information.

Bell protects your personal information in accordance with Item 11 of the Bell General Tariff, located at [bell.ca/tariffs](#) and applicable privacy policies as updated from time to time. In the case of Bell Canada, this is the Bell Customer Privacy Policy and the Bell Code of Fair Information Practices available by visiting [bell.ca/bellprivacy](#) or by calling 310-BELL (Ontario), 310-7070 (Quebec), or 877-877-2426. In the case of Aliant Telecom Inc., this is the Aliant Customer Privacy Policy and the Aliant Code of Fair Information Practices, available by visiting [aliant.net](#) or by contacting the Privacy Manager at [privacymanager@aliant.ca](#).

By entering into this Agreement you consent to (a) the sharing of account and profile information held about you by Bell with other Bell companies and Third Party Providers to help us better identify your communication and entertainment needs, and to provide you with relevant information, advice, and solutions; (b) Bell performing



credit checks on you and obtaining, maintaining and using information about your credit history from a credit reporting agency, credit grantor or other Bell company to activate your Services or assist in collection efforts, and to disclosing your Bell credit history to credit reporting agencies, credit grantors and other Bell companies.

It is your responsibility to ensure that you have the necessary consents for Bell and its Third Party Providers to collect, use and store the information of Customer's end users for the purposes of providing the Services.

26. No Warranties, etc.

Bell makes no warranties, representations, guarantees or conditions of any nature whatsoever, expressed or implied, including any warranty, representation, guarantee or condition of fitness for a particular purpose, merchantability, title or non-infringement, with respect to any of the Bell Equipment, the Customer Equipment (except as provided below) or the Services, and all warranties, representations, guarantees and conditions, expressed and implied, are, to the extent permitted by applicable law, hereby excluded. Customer Equipment is subject to the terms and conditions of any manufacturers' warranty or extended warranty plan you may have obtained on the purchase of the Customer Equipment. None of the Services are guaranteed to be error-free or uninterrupted.

27. Limitation of Bell Liability.

BELL'S AND ITS THIRD PARTY PROVIDERS' LIABILITY FOR NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHER CAUSES OF ACTION, INCLUDING FUNDAMENTAL BREACH, TO THE EXTENT PERMITTED BY APPLICABLE LAW IS LIMITED TO PAYMENT, FOR ACTUAL AND DIRECT DAMAGES OF A MAXIMUM AMOUNT EQUAL TO EITHER (i) FOR SERVICES, THE CHARGES PAID BY CUSTOMER TO BELL FOR THE SERVICES THAT CAUSED THE DIRECT DAMAGE DURING THE LAST THREE (3) MONTHS; OR (ii) FOR EQUIPMENT, THE TOTAL PAYMENT FOR ACTUAL AND DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID BY YOU TO BELL FOR THE EQUIPMENT, AS APPLICABLE. OTHER THAN THE FOREGOING PAYMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL BELL (OR ITS THIRD PARTY PROVIDERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING LOSS OF DATA, LOSS OF INCOME, LOSS OF PROFIT OR FAILURE TO REALIZE EXPECTED SAVINGS ARISING DIRECTLY OR INDIRECTLY FROM BELL'S (OR ITS PROVIDERS') NEGLIGENCE OR BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH OR OTHERWISE).

Without limiting the generality of the foregoing, Bell is not liable for: (a) any act or omission of a telecommunications carrier whose facilities are used in establishing connections to points which Bell does not directly serve; (b) defamation, trademark, copyright, or any intellectual property right infringement arising from material transmitted or received over Bell's facilities or based on a contention the use of equipment through your Service Account infringes the intellectual property rights of a third-party; or (c) infringement of any intellectual property right arising from combining or using Non-Bell Equipment and facilities with Bell Equipment and Service.

28. General.

If any provision in this Agreement is declared to be invalid or in conflict with any such law or regulation, that provision may be

deleted or modified, without affecting the validity of its other provisions. This Agreement including the Documents, as amended, constitute the entire agreement between you and Bell and supersedes all prior agreements, written or oral, with respect to the same subject matter. This Agreement cannot be modified or amended by waiver, course of dealing or otherwise, and is binding on you and Bell. This Agreement shall be governed by the laws of the Province in which your designated billing address is located. Please note that your rights might vary by province. Services are only to be made available for Users who originate and reside within Canada. Certain elements of the Service(s) may be provided to you by third party service providers located outside of Canada and as such your use of the Service(s) may be subject to the laws of foreign jurisdictions. Bell may transfer or assign all or part this Agreement including any rights in account receivable at any time without prior notice or consent, but Customer may not assign or transfer this Agreement, its account or any Service without Bell's prior written consent. This Agreement has been drawn up in the English language at the express request of the parties. La présente convention a été rédigée en anglais à la demande expresse des parties. Your use of the Service represents evidence that you accept and agree with the terms and conditions of this Agreement. Bell is not responsible for failing to meet obligations due to causes beyond its reasonable control, including work stoppage, labour disputes and strikes, and all force majeure events. The word "including" means including without limitation.

29. Intellectual Property.

All trademarks, copyrights, brand concepts, names, logos and designs used by us are intellectual property assets, registered or unregistered, off or used under license by, Bell or its affiliates. All are recognized as valuable assets of their respective owners and may not be displayed or used by you in any manner for commercial purposes or copied in any manner whatsoever for any purpose.

30. 9-1-1 Emergency Services.

When Bell provides 9-1-1 services: (a) our liability is not limited by the limitations set out below in cases of our deliberate fault, gross negligence or anti-competitive conduct or in cases of breach of contract where the breach results from our gross negligence; (b) except in cases where our negligence results in physical injury, death or damage to your property or premises, our liability for negligence related to our provision of e9-1-1 or 9-1-1 services is limited to the greater of \$20 and 3 times the amount you would otherwise be entitled to receive as a refund for the provision of defective service under this Agreement or (c) in addition, in respect of our provision of 9-1-1 services, we are not liable for (i) libel, slander, defamation or copyright infringement arising from material or messages transmitted over our telecommunications network from you property or premises or recorded by your device or your or our equipment; (ii) damages arising out of your acts, default, neglect or omission in the use or operation of the device or equipment we have provided to you; and (iii) any act, omission or negligence of other companies or telecommunications systems when facilities of such other companies or telecommunications systems are used in establishing connections to or from your facilities, device and/or equipment.

31. TO CONTACT US:

By Telephone – Bell Client Care:
Ontario: 310-BELL
Quebec: 310-7070

From elsewhere in Canada or the United States:
English: 1-800-668-6878
French: 1-800-641-231



SCHEDULE "A" TO BELL MASTER BUSINESS INTERNET AND VALUE ADDED SERVICES AGREEMENT ("AGREEMENT")

BELL BUSINESS INTERNET SERVICES

1. General.

The Bell Business Internet Service ("Bell Business Internet Service" or "Service") is provided to You by Bell in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

2. The Service and Charges.

The Service and applicable Charges are described within the web pages located at bell.ca/businessinternet ("Website"). Please review these pages as they outline the various characteristics of the Service.

The following is a general description of the features included with the Bell Business Internet Service, which is subject to change in accordance with the Agreement.

- (a) a high-speed or dial-up Internet connection (depending on service package purchased);
- (b) e-mail address accounts and aliases associated with those accounts (quantities vary depending on service package purchased);
- (c) Internet based and wireless access to e-mail accounts where available (availability varies depending on the service package purchased);
- (d) dynamic or static IP address(es) (type and quantity vary depending on service package purchased);
- (e) anti-spam filtering;
- (f) depending on the service package purchased, up to 3 Bell Business Internet Security software licenses (availability varies; subject to an [End User Agreement](#) that must be adhered to);
- (g) business internet dial access within North America and outside Canada is available (technology permitting) subject to certain restrictions and additional Charges and depending on the service package purchased and whether a local point of presence is available. Consult Website for global roaming charges and country sites currently available. Note that destinations available for global roaming connections may be changed at any time without notice to you;
- (h) Bell Business Internet customized Microsoft® Internet Explorer software (use is subject to an End User License Agreement);
- (i) bandwidth usage subject to quantities set out in your applicable service package and adherence to Bell's [Acceptable Use Policy](#) as amended over time; and
- (j) technical support, which shall vary in terms of availability and response times depending upon the service package purchased, consult Website for details.

(k) Technical support is made available to you by calling Bell at the phone number provided to you in your service package 24 hours a day, 7 days a week, subject to the following restrictions:

(i) installation and ongoing technical assistance will be provided for supported systems only and without liability to Bell;

(ii) Bell will not assist with any hardware conflicts, or in configuring any application based on Static IP addressing;

(iii) Bell will assist in configuring software at the network layer only, and subject to limitations depending on the service package purchased; and

(iv) if the service package purchased includes a mean time to repair guarantee ("MTTR"), the Customer's sole remedy for Bell's failure to meet the MTTR is a service credit in an amount equal to 1/30 the monthly Service Charges for each day the Service is not available, provided the credit is requested by the Customer.

3. Cancellation Prior to Activation.

If you cancel your order prior to activation of your Service you will be charged a \$150 cancellation fee to the extent permitted by applicable law, as the amount representing a reasonable estimate of damages suffered by Bell as a result of your failure to activate the Service. If you wish to cancel your order, please call (1) 1-888-227-0601 for Optimax; and (2) 1-877-877-2426 for BIHS.

4. Service Availability.

You acknowledge and agree that the ten (10) digit telephone number check(s) you completed upon placing your order is or are preliminary, geographical check(s) only to determine if the Service is available in your geographical area(s). Due to the nature of the Service technology, Bell reserves the right to deem the Service unavailable to you or Users up to, including, and after the installation. Bell assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Service in your or that of Users' geographical area, even where such unavailability occurs after installation of the Service.

5. The Internet High Speed Modem.

An Internet High Speed modem (the "Service Modem") is required for use of the Service. Modem rental fees are included in the Charges. There will be no discounts granted to Customers that provide their own modem.

Unless otherwise explicitly stated, the Service Modem will always remain the property of Bell. As such, if the Service is cancelled for any reason, a replacement Service Modem is provided to you by Bell, or upon direction by Bell, you must return the Service Modem or the replacement Service Modem, together with any other hardware delivered to you, to Bell by calling the Bell Business Office at the number specified in your service package to make arrangements to have the Service Modem returned to Bell. It is recommended that you return the Service Modem and hardware via Canada Post or courier. You will need to maintain your receipt from Canada Post of the courier as proof of return (and Bell may request such proof of return). If the Service Modem is not received within fifteen (15) days of your date of cancellation of the Service, replacement or direction by You Service Provider, an additional non-return fee of \$150.00 or such other amount identified to you by Bell will apply.

6. Microsoft is a registered trademark of Microsoft Corporation in the United States and/or other countries.



SCHEDULE "B" TO BELL MASTER BUSINESS INTERNET AND VALUE ADDED SERVICES AGREEMENT ("Agreement").

BELL BUSINESS INTERNET UNPLUGGED

1. General.

The Bell Business Internet Unplugged Service ("Bell Business Internet Unplugged Service" or "Service") is provided to You by Bell in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

2. The Service and Charges.

The Service and applicable Charges are described at the Business Internet Unplugged link within the web pages located at bell.ca/businessinternetunplugged ("Website"). Please review these pages as they outline the various characteristics of the Service.

The following is a general description of the Service. The Business Internet Unplugged Service is a broadband wireless Internet service further described below, provided by Bell (and/or its affiliates, agents, Third Party Providers and suppliers). The service plan you subscribe to is the particular broadband wireless service plan identified to you upon your placing an order with Bell. The Business Internet Unplugged Service, which is subject to change in accordance with the Agreement, includes:

- (a) a broadband wireless Internet connection;
- (b) one (1) dynamic IP address; and
- (c) a fixed gigabyte per month amount of combined download (from the Internet to you) and upload (from you to the Internet) bandwidth activity, such fixed gigabyte amount being identified to you upon placing your order for the Service or as otherwise identified to you by Bell from time to time; and
- (d) general telephone technical support available 24 hours a day, 7 days a week, subject to the following restrictions:

Questions and problems arising from the operation and use of software and hardware, other than in relation to the basic connectivity to the Business Internet Unplugged Service, are outside the scope of the foregoing technical support and any such out-of-scope support will be provided only in Bell's sole discretion. From time to time, Bell may refer you to third parties and third party websites, including without limitation for training, support, maintenance, hardware and software. You understand and agree that all such references are provided as a courtesy only, are without guarantee, are used at your sole risk, and that Bell, together with its affiliates, agents and suppliers, will not be liable for, and hereby disclaims all liability for, such referrals, third parties and their websites, products and services and any damages arising therefrom.

Additional Charges identified to you upon placing your order for the Business Internet Unplugged Service or as otherwise identified to you by Bell from time to time may apply for any bandwidth activity that exceeds the applicable fixed amount. It is your responsibility to monitor and manage your monthly download and upload bandwidth activity.

3. Service Availability.

The Business Internet Unplugged Service may not be available for use in certain areas and is only available for use in areas and circumstances where the technology permits. The Business Internet Unplugged Service is not available in Manitoba and

Saskatchewan. You acknowledge and agree that it is difficult for Bell to predict whether the Business Internet Unplugged Service will work in your particular area and/or circumstances of use. Business Internet Unplugged Service access location lists and/or maps may be updated from time to time. Actual Business Internet Unplugged Service coverage, locations and quality may vary. Performance and availability of the Business Internet Unplugged Service may depend on a variety of factors, including without limitation, the location of the Equipment within a building (for example, in a basement) in the Place of Primary Use (as defined in Section 5) or some other location within the footprint of Bell's network, the nature of the structure and the weather. Due to the nature of the technology used to provide the Business Internet Unplugged Service, Bell reserves the right to deem the Business Internet Unplugged Service unavailable to you up to, including, and after the Business Internet Unplugged Service has been installed, activated, or used. Bell assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Business Internet Unplugged Service in your Place of Primary Use or any other places of use, or otherwise, even where such unavailability occurs after installation, activation, or use of the Business Internet Unplugged Service. In order to receive the Business Internet Unplugged Service outside the Place of Primary Use, you will be required, at a minimum, to set up the Equipment with access to an electrical outlet and within the footprint of Bell's network.

4. Power Failure.

You acknowledge that the Business Internet Unplugged Service does not function in the event of power failure. A power failure or any other disruption may require you to reset or reconfigure the Equipment and your computer system prior to utilizing or reutilizing the Business Internet Unplugged Service.

5. Portability.

Upon your placing an order for the Business Internet Unplugged Service, you must provide Bell with the primary address at which you will be using the Business Internet Unplugged Service (the "Place of Primary Use"). This address must be within the coverage area for the Business Internet Unplugged Service as defined by Bell in its sole discretion. You agree to notify Bell promptly of any change to your Place of Primary Use. Bell reserves the right to charge you portability charges in connection with your use of the Business Internet Unplugged Service in locations other than your Place of Primary Use.

6. The Equipment.

The Business Internet Unplugged Service modem kit, which includes a modem (the "Modem") and other accessories and equipment ("Accessories") (the Modem and the Accessories are collectively referred to in this Schedule as the "Equipment") is required for use of the Service. You may elect to rent the modem from Bell, in which case a rental fee will be included in the Charges for the Services. Subject to availability, you may elect to purchase a refurbished modem at a reduced price in accordance with the terms set out in Appendix "A" attached hereto. You agree to use and maintain your Equipment in compliance with the Equipment Terms of Sale applicable thereto and any applicable operating instructions provided by Bell, its affiliates, agents, Third Party Providers and/or suppliers. All of your obligations in respect of the Equipment will survive the expiration or termination of the Agreement (including, without limitation, the Equipment Terms of Sale) to the extent required for their full observance and performance.



APPENDIX "A" EQUIPMENT TERMS OF SALE

1. General.

You hereby agree to purchase and Bell agrees to sell to you a modem kit, which includes a modem (the "**Modem**") and other equipment and accessories ("**Accessories**"), (the Accessories and the Modem will collectively be referred to as the "**Equipment**") pursuant to these Terms of Sale, to be used for the purpose of receiving the Business Internet Unplugged Service, a broadband wireless Internet service provided on the terms and conditions set out in the Agreement. You must have a valid major credit card in order to purchase the Equipment hereunder. You hereby expressly, absolutely and irrevocably authorize Bell to charge your credit card provided by you to Bell for the total purchase price of the Equipment, and all applicable taxes, and all other amounts, fees or charges owing with respect to the Equipment under these Terms of Sale, and this will constitute Bell's good and sufficient authority for so doing.

2. Equipment Warranty; Refurbished Equipment.

As a limited exception to the disclaimer of warranties found in the Agreement, Bell warrants that the Equipment will be free from material defects in material and workmanship for a period of twelve (12) months from the date of delivery of the Equipment to you in accordance with Section 6 hereof ("**Equipment Warranty**"). The Equipment Warranty will apply only if Bell's tests disclose that the alleged defect is due solely to defects in material or workmanship. YOU ACKNOWLEDGE AND AGREE THAT BELL'S SOLE OBLIGATION AND YOUR SOLE REMEDY UNDER THE EQUIPMENT WARRANTY WILL BE LIMITED TO REPAIR OR REPLACEMENT OF THE EQUIPMENT WITH RECONDITIONED OR REFURBISHED EQUIPMENT WITHIN THE EQUIPMENT WARRANTY PERIOD, SUBJECT TO SECTION 4 HEREOF. Other than the limited Equipment Warranty set out above, all disclaimers of warranties and limitations of liability as set out in the Agreement apply hereto.

3. Replacement of Equipment.

To the extent that Bell substitutes your Modem or any Accessory with another substantially similar model and make of modem or accessory, which modem or accessory may be reconditioned or refurbished, (collectively "Replacement Equipment") you acknowledge that, upon delivery to you of the Replacement Equipment, the provisions of these Terms of Sale dealing with or applicable to the Equipment that is being replaced by Bell ("**Replaced Equipment**") will automatically and without any further act, thing or document (i) terminate and be at an end with respect to that Replaced Equipment, and (ii) apply to the Replacement Equipment as if it were the original Equipment acquired hereunder and all terms of these Terms of Sale will apply to the Replacement Equipment without any novation occurring or being deemed to have occurred with respect to the Replacement Equipment. The term "**Equipment**" hereunder will, in such circumstances, be deemed to refer to the Replacement Equipment in place of the Replaced Equipment.

4. Delivery; Returns.

The Equipment will be delivered to you within the time period identified to you by Bell prior to your purchase. Any Equipment that is not opened or used and is in working condition may be returned to Bell, subject to Bell's consent, within thirty (30) days from your purchase of the Equipment provided that you have a copy of the original receipt. Please call 310-BELL (Ontario), 310-7070 (Quebec), or 877-877-2426 for more information.

SCHEDULE "C" TO BELL MASTER BUSINESS AND VALUE ADDED SERVICES AGREEMENT ("Agreement")

BELL WEBSITE HOSTING

1. General.

The Bell Website Hosting Service ("**Website Hosting Services**" or "**Service**") is provided to You by Bell in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

2. The Service and Charges.

The Service and applicable Charges are described within the web pages located at bell.ca/hosting ("**Website**"). Please review these pages as they outline the various characteristics of the Service.

(a) **Help Desk:** If the Customer requires help desk support from Bell, the Customer may either (i) call 1-866-303-0332 for technical support, billing or sales issues; (ii) email support@bellhosting.ca for technical support; or (iii) use the online chat support available at www.bellhosting.ca for technical support. Bell help desk representatives will make reasonable efforts to assist with resolving Customer support issues. Customer support issues are distinguished and resolved by level of severity as some issues may not be deemed critical and temporary work around solutions will be provided until a longer-term fix is available. Bell help desk representatives will make reasonable efforts to contact the Customer during normal business hours (EST) on the next business day to help resolve the issue. Bell reserves the right, in its sole discretion, to alter the help desk support hours of operations.

(b) **Equipment and Software Requirements:** The following minimum equipment and software requirements must be met to utilize the Website Hosting Service:

- (i) Desktop/OS – Windows 98/OSX
- (ii) Browser – Internet Explorer 6+, Mozilla 1.6+, Firefox 0.9+, Netscape 7.1+, Safari 1.0
- (iii) Internet – High-speed connection recommended.

3. Charges:

(a) **Set Up and Monthly Charges:** The Customer shall pay Bell a non-recurring set-up fee (where applicable) and a monthly recurring fee (together the "Charges") as set forth in the final package details applicable to the package selected by the Customer and as set out on bell.ca/hosting. The non-recurring set-up fee will be charged upon registration and the recurring monthly fee will be invoiced to the Customer and payable within 30 days of the invoice date. Some Website Hosting Service upgrades might also incur a one time non-recurring charge to be invoiced to the Customer in the following billing cycle.

(b) **Account Suspension for Delinquent Accounts:** If after sixty (60) days the Customer's account remains outstanding for whatever reason (including Bell's inability to invoice Customer due to Customer's failure to update account/contact information with Bell), the Customer's Web site will be suspended and go into 'archive' mode for a maximum of thirty (30) days ("**Archive Period**"). If the bill is not paid by the end of the Archive Period, the site will be erased from the archive. Bell will not be responsible for any errors, loss of information or any other mishap that may occur during the Archive Period or after the site has been erased. Deleted sites will be archived for a maximum of



seven (7) days prior to permanent deletion. Retrieval of the Web site from the archive during the seven (7) day accessibility period will be, in Bell's sole discretion, on a commercially reasonable basis, at Bell's convenience, and may require Customer to pay additional charges. Users surfing to the site during the Archive Period will view an error or substitute message window until the account is settled. The message will be technical in nature (e.g. error, website temporarily unavailable) but will not reflect the origin or reason of the cause.

4. Termination:

(a) **Termination of Monthly Agreement.** In addition to and forming a part of the Termination Charges set out in the main body of this Agreement, if the Service is cancelled within ninety (90) days of purchase, the Customer shall pay an additional charge equivalent to the current domain name registration fees charged by Bell when registering domain names on the Customer's behalf. For more information including a listing of Bell's current domain name registration fees, please refer bell.ca/domainnames. The Termination Charges are liquidated damages and consideration for the Services, and are not a penalty. The parties acknowledge that the Termination Charges are a reasonable pre-estimate of the damage that would be anticipated to be suffered by Bell upon termination. Customer is solely responsible for ensuring that the Customer website has been migrated off Bell servers and that Customer website and email have been backed-up prior to termination. Bell is not responsible for any data lost as a result of Customer termination. Restoration of Customer website may be possible in limited circumstances at Bell's discretion and subject to applicable fees.

(b) **Deletion of Customer Information:** Bell reserves the right to delete any and all information in the Customer's account including the order processing information, databases, mailing lists and any Web pages that were generated by the Service, upon termination of Service.

5. Use of Website Hosting Services: Customer Obligations and Restrictions

In addition to the Customer obligations and restrictions set out in the main body of the Agreement, Customer shall adhere to the following obligations and restrictions pertinent to Website Hosting Services:

(a) **Customer Space/Traffic:** Customer shall ensure that its use of the Services will not exceed Bell's stipulated space and traffic limits applicable to the Service package purchased. Customer acknowledges Bell's right to charge Customer additional fees should Customer bandwidth or storage exceed their Service package purchased or force a migration of the Services to a dedicated website hosting account should Customer's traffic, space or usage requirements dictate.

(b) **File Uploads:** The Customer is entirely responsible for the uploading of files to their website, maintenance and backup of their content. For the upload of files and content on the Customer's hosting space, the Customer must retain a copy of the Web site.

(c) **Customer Scripts:** The use of scripts is the Customer's responsibility, including the provisioning, upload, management and troubleshooting (unless it's server related) of Customer scripts. Customers may use their own scripts on the server without administration approval. However, if it is determined in Bell's sole discretion that the scripts are in any way affecting the servers Bell reserves the right, immediately and without prior notice to Customer, to disable the scripting. Customer will be notified once disabling has occurred. More specifically, if a script

is found to over-utilize the server in any way, access to the web directory where scripts are held will be disabled and the scripts will be rendered useless. It is then the responsibility of the Customer to fix the script and prove that there has been a change. Once Bell receives the details of changes in writing, Bell will turn the scripting back on (usually this takes about three (3) days). If the script is not fixed, Customer access to the web directory where scripts are held will be turned off indefinitely. The Customer must then recode the script and prove to Bell that the script will not negatively impact the server, which shall be confirmed in Bell's sole discretion. Once Customer has adequately satisfied Bell that the script is acceptable, Bell will then re-enable the script. If the problem persists, services will be terminated for that Customer and will not be re-enabled. Scripts should be enabled to access files or directories within their own root level. Nothing will be "**registered to the server**" under any circumstance. If a script does not work because of calling outside its directory, Bell will not assume responsibility or offer aid: it is the customer accountability to troubleshoot the script.

(d) **Survival:** The terms of this section will survive any termination of this Agreement. Bell reserves the right to define abuse of the Service which may consist of, but not be limited to, impact on one or more of the following: network usage, database links, database size, email storage including storage duration, email spamming, and CPU usage.

6. Use of Services: Bell Rights and Obligations.

In addition to Bell's rights and obligations set out in the main body of this Agreement, In the event the Customer's Web site degrades the function of the server or causes complaints from other users, the Customer will have outgrown the shared server Service and will need to migrate to Bell's dedicated service. Bell reserves the right to terminate the Service upon refusal from the Customer to migrate.

SCHEDULE "D" TO BELL MASTER BUSINESS INTERNET AND VALUE ADDED SERVICES AGREEMENT ("Agreement")

BELL DOMAIN NAME REGISTRATION SERVICE

1. General.

The Bell Domain Name Registration Service ((the "**DNS Service**" or "**Service**" or "**Services**" or "**Bell Services**") is provided to you by Bell in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

The Bell Domain Name Registration Service is provided to you by Bell in its capacity as reseller of domain names. References throughout this agreement to a "**registry**" or "**Registrar**" shall refer to the registry administrator of the applicable top-level domain ("**TLD**").

2. The Service and Charges.

The Service and applicable Charges are described within the web pages located at bell.ca/domainnames ("**Website**"). Please review these pages as they outline the various characteristics of the Service.

Bell shall furnish to the Customer the Services through the resale of domain names provided by third-party Registrars. Bell is not responsible or liable for any inaccuracies or errors caused by the responsible domain name Registrar during the registration process. For greater clarity, the terms and conditions set out in this Schedule apply only to domain names registered through Bell DNS Services, or transferred to the Bell Services.



3. Charges.

Should Customer purchase Bell's Website Hosting Services in addition to Bell's Domain Name Registration Services, and the domain name registration Charges have been paid by Bell as part of a promotional offer to Customer for subscribing to Bell's Website Hosting Services, any cancellation the Website Hosting Service with Bell within three (3) months of Customer subscription will result in the Customer being charged the domain name registration fee paid by Bell at the date of registering the domain name. Charges payable pursuant to this Section are non-refundable even if domain name registration is suspended, cancelled, transferred, or otherwise terminated prior to the end of Registrant's current registration term.

4. Acceptance of Third-Party Terms and Conditions:

Customer acknowledges and agrees that Bell is reseller, not a domain name Registrar charged with maintaining a domain name registry, and as such Customer must (when purchasing a domain name using Bell DNS Services) read, understand, and agree to be bound by any terms and conditions stipulated by the applicable domain name registration authority or Registrar for that particular registry only. In particular:

(a) ".ca" Domains: The Canadian Internet Registration Authority ("CIRA") requires that all registrants of ".CA" domain names agree to the terms and conditions of the CIRA domain name registry and the CIRA domain name dispute resolution policy ("CDRP"). Copies of these terms are available here: cira.ca/registration and here: cira.ca/disputepolicy. Customer's use of the Service in any way involving Customer's registered domain name (specifically including using your username or login) constitutes your acceptance of the CDRP and the CIRA terms and conditions.

(b) ".com" and other TLDs: The Internet Corporation for Assigned Names and Numbers ("ICANN") and other domain name Registrars for TLDs require that all registrants of TLDs agree to the terms and conditions of the ICANN uniform domain name dispute resolution policy ("UDRP") in addition to the terms and conditions required by the respective domain name registries. A copy of the UDRP is available at: icann.org/en/udrp/. Customer's use of the Service in any way involving your registered domain name (specifically including using your username or login) constitutes Customer's acceptance of the ICANN UDRP and the relevant domain name Registrar's terms and conditions.

For additional TLD extension rules, please see www.bellhosting.ca/tldrules. The TLD extension rules are provided for Customer's convenient reference only. Bell does not warrant the accuracy of this information. It is Customer's responsibility to ensure it meets all of the domain name extension rules for all domain names it registers, as those rules are amended from time to time.

If you do not agree with the CIRA or relevant domain name Registrar's terms and conditions or agree to adhere to the CDRP or UDRP, as applicable, your sole remedy will be to notify Bell immediately and Bell will cancel the applicable domain name registration and you will be subject to any applicable termination charges for such cancellation.

5. Domain Name Availability:

Registrant acknowledges and agrees that Bell cannot guarantee that the requested domain name will be obtained or is available for registration, despite any whois or availability inquiries that might indicate availability.

6. Premium Domain Names:

Customer may purchase premium domain names using Bell Services. Premium domain names are domain names currently registered to third-parties, but available for purchase through a variety of market channels, made available to Bell for resale to its Customers ("**Premium Domain Names**"). Customer is solely responsible for ensuring the Premium Domain Name does not infringe third-party rights, and acknowledges and agrees that any risk associated with purchasing the Premium Domain Name is Customer's sole responsibility. Bell makes no representation or warranty regarding the availability for use of Premium Domain Names, nor does Bell represent or warrant that the Premium Domain Names will not infringe third-party rights. Bell offers the Premium Domain Name service as a convenience only. Bell charges only the fee set by the current registrant of a Premium Domain Name, and does not add on any additional fees for the Bell Premium Domain Name Service. All applicable Registrar transfer fees are included in the selling price. Premium Domain Names are available for purchase online at bell.ca/premiumdomain via authorized credit card only.

7. Automatic Renewal.

(a) **General:** Unless Customer notifies Bell a minimum of thirty (30) days prior to the domain name expiration date, Bell will automatically apply to the relevant domain name Registrar for renewal of the domain name registration ("**Automatic Renewal Service**"). Customer may cancel the Automatic Renewal Service by written notice to Bell via email at cesa@bell.ca or by contacting Bell customer service.

(b) **Important Notice:** The Automatic Renewal Service is provided as a convenience only, and does not guarantee that the domain name registration renewal request will be submitted to or accepted by the relevant domain name Registrar. It is Customer's obligation to ensure that Customer's domain names have been effectively renewed by the relevant domain name Registrar.

(c) **Terms and Conditions:** All requests for domain name registration renewals are subject to compliance with the applicable domain name Registrar's terms and conditions, and are subject to this Agreement and applicable schedules or appendices.

(d) **Process:** Bell will attempt to renew the domain name registration by submitting a registration renewal request to the applicable domain name Registrar approximately thirty (30) days before the date on which the domain name registration is set to expire. Bell will request that the Registrar renew the domain name registration for the greater of: (1) the time period specified in Customer's initial domain name registration; or (2) the minimum domain name registration renewal period allowed by the domain name Registrar.

(e) **Other Services:** If a domain name registration renewal request is successful, Bell will automatically renew, for the same period of time as the domain name registration renewal, all of the related Services specified in Customer's Automatic Renewal Service request that are then provided in connection with the renewed domain name (such as, for example, privacy shield services).

(f) **Notification:** After a domain name registration renewal request is processed by the domain name Registrar, Bell will attempt to send an email notice to the Customer reporting on the result of the request.

(g) **Charges:** Applicable Charges for renewals of domain name registrations and related Services at Bell's then-current rates will

be charged to the credit card on file with us for the Account. If a domain name registration and related Services are automatically renewed, customer may cancel the renewed domain name registration and Services at any time, but the fees for the renewed domain name registration and related Services are non-refundable.

(h) **Consequences of Non-Payment:** If the credit card information on file for the Account is not current or is not accepted by Bell's payment processing service provider, Bell may in its sole discretion refuse to submit a request for the renewal of domain name registrations or refuse to renew any related Services, all without prior notice to Customer, and as a consequence the domain name registration and related Services may expire. It is solely Customer's responsibility to keep current the credit card and contact information on the Customer's account.

(i) **Expiration/Cancellation/Transfer:** If a domain name registration expires, is cancelled or terminated, or is transferred from Bell to a third party Registrar, the Services associated with that domain name may terminate immediately without any notice or liability to Customer or any other third-party. Without limiting the generality of the foregoing, if a domain name registration expires or is cancelled or terminated, Bell may in its sole discretion disable the DNS service so that the domain name no longer resolves to a website or other Internet resource or direct the domain name to an IP address and website designated by Bell.

8. Termination, Cancellation, Transfer or Suspension: In addition to the termination rights set out in the main body of the Agreement, Bell and the applicable domain name Registrar reserve the right to terminate, cancel, transfer or suspend a Customer's domain name registration in the following circumstances:

(a) if information provided by Customer is inaccurate, incomplete, unreliable, misleading, false or secretive, or if Customer has failed to maintain, update and keep Domain Name Account Information as defined in Section 10 current, complete, true and correct;

(b) if the maintenance of the domain name registration would put Bell or Registrar in conflict with the requirements of applicable laws (including, inter alia, applicable federal, provincial, territorial human rights legislation or the Criminal Code);

(c) as required by order or decision under ICANN's UDRP or CIRA's CDRP or an order, ruling, judgment or decision of a court, tribunal, board, administrative body, commission or arbitrator;

(d) if the Customer engages in activity which, in Bell's sole discretion, may bring or is designed to bring Bell or the Registry into disrepute or expose Bell or the Registry to prosecution or legal action or is contrary to Bell's [Acceptable Use Policy](#) as updated from time to time.

9. Domain Name Expiry and Deletion:

Customer's rights in and to a registered domain name are extinguished upon the expiry of the domain name registration. However, if Customer's domain name registration expires, Customer might have a limited period of time after the expiry date (the "Grace Period") to renew the domain name registration, depending on the applicable Registrar's policies and procedures. For the sake of clarity, Grace Periods, if any, vary by Registrar and/or extension. If Customer does not renew the domain name registration before the end of the Grace Period, if applicable, the domain name registration will be deleted and the

domain name will be available for registration by any person on a first-come-first-served basis. During the applicable Grace Period, the domain name will be automatically pointed to a parking page designated by Bell. The duration of the Grace Period will depend upon the rules specified by the responsible domain name Registrar and Bell's implementation of those rules, and may change from time to time without notice to Customer. Information regarding the Grace Periods for domain names is available upon request from bell.ca or may be found in the rules and regulations of the responsible domain name Registrar. In some circumstances, it might be possible to redeem a deleted domain name within a limited period of time after the end of the Grace Period, but this will depend upon the rules specified by the responsible Registrar (including payment of additional fees). Upon request, Bell may, in its sole discretion reasonably assist you to attempt to redeem a deleted domain name upon payment of applicable service charges.

10. Parking Page:

Customer hereby grants to Bell a non-exclusive, fully paid-up, royalty free right and license to use the registered domain name for the purposes of displaying a "parking page" until such time as the Customer DNS resolves to the Customer's active website.

11. Customer Representations and Warranties:

Customer represents, warrants, and covenants as follows:

(a) any domain name requested, registered or used by Customer will not infringe upon any trademark, trade name, copyright, personality right or any other intellectual property right of a third party;

(b) Customer will adhere to the applicable domain name Registrar's dispute resolution policy and terms and conditions;

(c) all statements, contact information and account information provided when completing Customer's domain name application are current, complete, true and correct as required by the applicable registration process and shall be maintained and updated as such throughout the term of the domain name registration ("**Domain Name Account Information**"); and

(d) Customer's registration of the requested domain name is for a legitimate business purpose and the Customer's domain name will not be used in bad faith;

(e) Customer has all third-party authorizations and consents necessary to allow Customer to provide Bell with instructions and information, and permits Bell to use and disclose the information as required to provide Customer with the Services in accordance with this Agreement.

12. Customer Information/Privacy Shield:

Customer hereby consents and grants Bell permission to publicly disclose information regarding Domain Name Account Information and Customer's use of the Services as deemed in Bell's sole discretion as appropriate, (including, without limitation, through a searchable database accessible to the public over the Internet or in bulk format to Registrars and other relevant third-parties). This consent also specifically applies to the public disclosure of the following *whois* information relating to each domain name registered using the Services: the registered domain name, the name, postal and email addresses and telephone, fax numbers of the Registrant, the Registrant's organization, and technical and administrative contacts, the full hostnames and Internet protocol addresses of the primary and secondary name servers and the corresponding names of those name server hosts, the domain name registration creation, modification and expiry dates, and the status of the domain name



registration including whether it is locked, suspended or being transferred. For TLD's other than .ca, Customer is responsible for calling into the Bell help desk at 1-866-303-0332 (option#2) to request a privacy shield to hide their *whois* information from public display. Customer acknowledges and agrees that until such time as Customer calls in to Bell to specifically request a privacy shield service, and Bell updates Customer's file accordingly, Customer's *whois* information will be publicly disclosed. If Customer does not agree with this policy, Customer's sole remedy is to cancel domain name registration Services with Bell. Customer will not be refunded any registration fees, and may be charged additional termination fees, if applicable.

13. Interpretation and Precedence:

In the event that this Schedule conflicts or is inconsistent with any term, condition, policy or procedure of an applicable registry, the term, condition, policy or procedure of the applicable registry shall prevail.

SCHEDULE "E" TO BELL MASTER BUSINESS INTERNET AND VALUE ADDED SERVICES AGREEMENT ("Agreement")

BELL BUSINESS INTERNET FAX

1. General.

The Bell Business Internet Fax Service ("Bell Business Internet Fax Service" or "Service") is provided to You by Bell in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

2. The Service and Charges.

The Service and applicable Charges are described within the web pages located at bell.ca/internetfax. Please review these pages as they outline the various characteristics of the Service.

3. Bell Business Internet Fax Service Usage. Bell Business Internet Fax Toll-Free Service Usage.

As a Toll-Free Customer, you will receive a toll-free Bell Business Internet Fax Number from which you may receive faxes. You will be charged a monthly usage fee (as set forth bell.ca/internetfax) based on the combined number of fax pages sent and received according to your subscribed plan. Additional pages both sent and received above your subscribed plan's monthly allotment will be charged per page at the overage rate displayed on bell.ca/internetfax. You will have the option to send faxes via the online fax management interface and to subscribe for additional services bell.ca/internetfax subject to the terms and conditions of this Agreement.

4. Storage of Faxes.

While you receive Bell Business Internet Fax Services, Bell will store fax messages sent and or received through your Bell Business Internet Fax online interface for a period of one year, measured from the date of receipt of each fax. These faxes are accessible through the Bell Business Internet Fax Management Interface. You acknowledge that Bell may change its practices and limitations concerning storage of fax messages, including without limitation, the maximum number of days that faxed messages will be retained, the maximum number of messages stored at any one time, and the maximum storage space that will be allotted on Bell' servers on your behalf, at any time. You further agree that Bell has no responsibility or liability whatsoever for the deletion or failure to store any fax messages and/or other communications maintained or transmitted by the Service.

5. Unsolicited Fax Advertisement/Spam Drop-Box Policy. Unsolicited Fax Advertisement Policy.

The transmission of unsolicited fax advertisements is illegal in the United States under the Federal Telephone Consumer Protection Act (<http://www.fcc.gov/cgb/consumerfacts/unwantedfaxes.html>) and pursuant to the CRTC's Unsolicited Telecommunications Rules (<http://www.crtc.gc.ca/eng/archive/2007/dt2007-48.htm>) and is also illegal under the laws of a number of other countries, states and provinces. Distribution of unsolicited fax advertisements through the Bell Business Internet Fax Services is prohibited. If you believe that you are in receipt of an unsolicited fax advertisement, we ask that you take the following two steps:

(i) If the fax contains a telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional junk faxes, please do so; and

(ii) Please forward the spam fax by email to spamabuse@bellfax.ca to file a complaint with Bell by inserting the required information (fax number received from and date received) and including a copy of the offending fax.

You hereby acknowledge and agree that Bell, as owner of all Bell Business Internet Fax Numbers, has any and all rights to assert any and all legal claims available against any third party as a result of your receipt of any unsolicited faxes, and to the extent you do have any rights to bring any such claims, you hereby assign any and all such rights to Bell.

Because our Bell Business Internet Fax Numbers may be reassigned to other customers in the event your account is cancelled, and to ensure the best possible service for all customers, you are not permitted to "opt in" to receive spam faxes on your Bell Business Internet Fax Number.

(a) **Spam Drop-Box Policy.** Bell does not permit its customers to use their Bell Business Internet Fax Number as a "drop-box" for responses to email or fax spam offers. If you believe you are in receipt of email or fax spam that uses an Bell Business Internet Fax Number as a "drop-box" for responses, we ask that you take the following steps:

(i) If the email or fax contains an email address, telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional messages, please do so.

(ii) If you are unable to successfully "unsubscribe," please forward the offending email to spamabuse@bellfax.ca. We will investigate your complaint and determine if the fax/voicemail number referenced in the spam email or spam fax is a Bell Business Internet Fax Number. If it is, we will attempt to contact the customer and, if necessary and appropriate, terminate their Bell Business Internet Fax Service.

SCHEDULE "F" TO BELL MASTER BUSINESS INTERNET AND VALUE ADDED SERVICES AGREEMENT

BELL PRODUCTIVITY PAK SERVICE

1. General.

The Bell Productivity Pak Service (the "Services" or "Bell Productivity Pak Services") is provided to you by Bell in accordance with the Agreement and this Schedule. Capitalized



terms not defined in this Schedule have the meanings given to them in the Agreement.

PRIOR TO ACCESSING THE SERVICE, YOU MUST HAVE READ AND AGREED TO THE TERMS OF THE LICENSE AGREEMENT PROVIDED BY BELL'S SUPPLIER LOCATED [HERE](#) AND INCLUDED AS PART OF THE SOFTWARE APPLICATION.

2. The Service and Charges.

The Service and applicable Charges are described within the web pages located at [bell.ca/productivitypak](#). Please review these pages as they outline the various characteristics of the Service.

3. Customer Content.

In respect of any and all Customer content you elect to store using the Service, you grant Bell a world-wide, royalty-free, nonexclusive, and restricted license to use, transmit, publicly display and perform such customer content solely to provide the services herein. Such license shall apply with respect to any form, media, or technology now known or later developed. You warrant that any moral rights that may exist in connection with content that you elect to post have been waived. With respect to any and all content you elect to store or transmit using the Services, you agree that Bell may preserve and disclose any content associated with your account where required to do so by law or where such preservation or disclosure is reasonably believed by Bell to be necessary to ensure compliance with the law, enforce the Terms and Conditions or protect the rights and interests of Bell or any other person.

4. Termination of Service.

Services will renew on a monthly basis as outlined in the main body of the Agreement, unless you provide to your Bell representative a written cancellation notice, and the Bell representative has acknowledged receipt of your written cancellation request. This request can be sent directly to support@msx.bell.ca or to the Bell Client Centre.

SCHEDULE "G" TO BELL MASTER BUSINESS INTERNET AND VALUE-ADDED SERVICES ("Agreement")

BELL BUSINESS VAULT SERVICE

1. General.

The Bell Business Vault Service (the "Bell Business Vault Service" or "Service") is provided to You by Bell in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

2. The Service.

The Service is described within the web pages located at [bell.ca/businessvault](#). Please review these pages as they outline the various characteristics of the Service.

Subject to Bell's acceptance of your registration and your compliance with the Agreement, Bell will establish one online data and file access and secure back-up account in your name on servers (the "Servers") made available by Bell or its authorized Third Party Providers. If you qualify for and choose the trial option, or if you subscribe to the Service, your Account will allow you to (i) store up to a data limit, depending on the storage option and associated subscription fees you choose; (ii) retrieve data and files; and (iii) share digital content. Bell will not allow for storage space in your Account to exceed the specified plan limit chosen by you. Bell shall make commercially

reasonable efforts to notify you when storage space is approaching its limit.

3. Charges.

The Customer shall pay Bell the Charges for the Services. Current Charges for the Service are set forth at [bell.ca/businessvault](#).

4. Security of Stored and Shared Data and Files.

Bell will endeavour to restrict access to the data and files that you store, retrieve and/or share from your Account to persons accessing such data and files through use of your Account or password. However, no password-protected system of data storage, retrieval and sharing can be made entirely impenetrable. Accordingly, you hereby acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify and distribute data and files you store and/or share in your Account. As the Service utilizes the public Internet and third party networks to transmit data and files, Bell does not guarantee the security of any Content or other information transmitted or shared to or from the Service or your Account. Your shared space is designed for sharing; as such, it is recommended that this component of the Service should not include any of your confidential information. Any such use shall be at your sole risk and Bell, its affiliates and its agents and suppliers shall be relieved from all liability in connection therewith.

SCHEDULE "H" TO BELL MASTER BUSINESS INTERNET AND VALUE ADDED SERVICES AGREEMENT ("Agreement")

BELL BUSINESS INTERNET SECURITY AND BELL BUSINESS INTERNET SECURITY PACK

1. General.

The Bell Business Internet Security Service ("Service" or "Bell Internet Security Service") is provided to You by Bell in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

PRIOR TO ACCESSING THE SERVICE, YOU MUST HAVE READ AND AGREED TO THE TERMS OF THE LICENSE AGREEMENT PROVIDED BY BELL'S SUPPLIER LOCATED [HERE](#) AND INCLUDED AS PART OF THE SOFTWARE APPLICATION.

2. The Service and Charges.

The Service and applicable Charges are described within the web pages located at [bell.ca/internetsecurity](#). Please review these pages as they outline the various characteristics of the Service.

3. Bell Business Internet Security Pack.

If you have subscribed to Bell Business Internet Security Pack, the package includes Bell Business Internet Security and Bell Business Vault. The terms of service and Schedules pertaining to both services therefore apply. The Schedule containing the terms of service for Business Vault is located at Schedule "G".

4. Updates.

Customer is responsible for installing updates and patches as requested by Bell or its Third Party Providers.



SCHEDULE "1" TO BELL MASTER BUSINESS INTERNET AND VALUE ADDED SERVICES AGREEMENT ("Agreement")

BELL WEBSITE DESIGN AND MAINTENANCE SERVICES

1. General.

The Bell Website Hosting, Design and Maintenance Services and Domain Name Management Services (the "**Service**" or "**Services**" or "**Bell Services**") is provided to you by Bell in accordance with the Agreement and this Schedule. Capitalized terms not defined in this Schedule have the meanings given to them in the Agreement.

2. The Service and Charges.

The Service is described within the web pages located at bell.ca/websitedesign. Please review these pages as they outline the various characteristics of the Service. A Customer may only purchase the Website Design and/or Website Maintenance Services described in this Schedule if they have already purchased a Website Hosting Service through Bell, and a Domain Name Registration Service through Bell.

(a) The Customer shall pay Bell the following Charges based on the Services selected in the final package details ("Final Package Details"): (i) a monthly recurring Website Hosting Service fee; (ii) if applicable, a non-recurring Website design fee or a monthly recurring Website Design Service fee; and, (iii) if applicable, a monthly recurring Web Site Maintenance Service fee.

(b) Customer also has the option of ordering additional services complimentary to its Website that also carry monthly recurring or one time fee structure. Such services will be ordered using the online web ordering tool.

(c) If after 60 days the Customer's account remains outstanding, Customer's Website will go into 'archive' mode for a maximum of two months not guaranteed. If the bill is not paid by the end of the archive period, the Customer's Website will be erased from the archive. Bell will not be responsible for any errors, loss of information or any other mishap that may occur following the first non-payment. Retrieval of the Customer's Website from the archive will be on a best effort basis. Users surfing to the Customer's Website during the archive period will view an error or substitute message window until the account is settled. The message will be technical in nature (eg. Error, unavailable) but will not reflect the origin or reason of the cause.

3. Termination.

Where the Service is on a twelve (12) month Fixed Term, the Customer may terminate the Service without cause prior to the end of the twelve (12) month Fixed Term by giving Bell thirty (30) days prior written notice, however, Customer will also be responsible for paying in full the remaining amount owing on the twelve (12) month Agreement. If Customer terminates the Service as a result of a material change in the Services by Bell, Customer shall not be required to pay any remaining balance owing on the Fixed Term, but Bell will not refund any Fees paid in advance for the unexpired portion of the term. Where the Website Design Service is terminated before the Created Website has been accepted, any payments for such Service not paid as of the date of termination shall become immediately due and payable. All Fees which are due and payable under this Section 6 upon termination will represent liquidated damages and not a penalty.

Bell reserves the right to delete any and all information in the Customer's account including the order processing information, databases, mailing lists and any Web pages that were generated by the Service, upon termination of Service.

4. Dealings with Third Parties.

Customer acknowledges and agrees that its correspondence or business dealings with any third parties, including any merchants, customers or advertisers, found on, or through, the Customer Website or any of the Services, including payment for and delivery of related goods and services, and all other terms, conditions, representations and warranties related to such dealings, are solely as between the Customer and such third parties. Neither Bell nor its Third Party Providers assume any responsibility whatsoever for any charges the Customer or any user of the Customer's Website when making purchases or other transactions in this manner. Further, the responsibility for ensuring compliance with all applicable laws in connection with any such transactions shall be the Customer's alone. In addition to the Limitations on Liability found in the main body of the Agreement, the Customer agrees that neither Bell nor its Third Party Providers shall be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, any of such dealings or transactions.

5. Website Design Services

If Customer selects Website Design Service in the Final Package Details, Bell shall use reasonable efforts to furnish to the Customer a website that meets the requirements outlined in the Website Specification (as defined below) provided to Bell by Customer ("**Created Website**") within the Design Timeline (as defined below) for a standard five (5) page web site, provided that Customer does not request additional changes, modifications, customized designs or similar non-standard work ("**Custom Modifications**"). In the event that Customer requests Custom Modifications, Bell shall furnish to the Customer the Created Website at a time designated by Bell. Such Custom Modifications may be subject to additional terms and conditions and charges, provided by Bell at the time of Customer requesting such Custom Modifications, based on the nature of the Custom Modifications being requested. The following definitions shall have the meanings set out below:

"**Website Specification**" means the specifications requested by the Customer as set out on the electronic form completed and submitted by Customer to Bell, including contact and billing information, Website Content, and Website Design Criteria.

"**Website Content**" means all content or information (including, without limitation, any text, music, sound, photographs, video, graphics, data, or software), trademarks, trade names, trade styles, logos and other intellectual property in any medium, provided by Customer to Bell.

"**Website Design Criteria**" means the website template selected by Customer, whether Customer is requesting a standard website design or a website design with Custom Modifications, and specifications of Custom Modifications, if applicable.

"**Website Design Services**" means the services provided by Bell and its Third Party Providers to develop a Website.

"**Website Template**" means any of the available standard templates (including any images, designs and audio clips)



provided by Bell for a Created Website that Customer may choose from for its Created Website.

(a) **Proprietary Rights.** Title to any Website Templates provided as part of the Website Design Service, including all related software, hardware and documentation provided by Bell and used by the Customer or its end users hereunder shall at all times remain with Bell or its Third Party Providers. The Customer and its end users hereby acknowledge that they do not acquire any title or property rights in such Website Templates or the intellectual property related thereto. Bell hereby grants to Customer a non-exclusive, perpetual, royalty-free, non-transferable right to use the Website Templates in connection with the Customer's Website. Customer shall not reproduce, modify, reverse engineer, or create derivative works of the Website Templates except as performed or authorized by Bell. The Customer shall retain all ownership rights, title and interest in the Created Website and the Website Content. Customer grants to Bell and its Third Party Providers, individually and jointly and for the term of this Agreement, a non-exclusive, worldwide, royalty-free license to use, copy, adapt, transmit, publicly display and perform, distribute and create compilations and derivative works of the Created Website and all Website Content in connection with the provision of the Service. Such license shall apply with respect to any form, media, or technology now known or later developed and shall terminate upon the expiration or termination of the Hosting Service.

(b) If the Customer wishes to order additional Services or make a change to the Services:

(i) the Customer shall submit to Bell a change request in writing detailing the change requested;

(ii) Bell will respond to the Customer in writing within seven (7) days of receipt of the change request, stating whether the change may be made, and if so, specifying the estimated cost and time required to implement the change and the impact, if any, of the change on the Services;

(iii) the Customer shall respond to Bell in writing within seven (7) days of receipt of Bell's response by either advising Bell to proceed with the change based on the estimated cost and time schedule specified in Bell's response or by withdrawing the change request. For greater certainty, if Bell does not receive the Customer's response in this time frame, Bell shall deem the change request to have been withdrawn.

(iv) to the extent any additional services are ordered or changes to the Services are made, additional Schedules or revised Schedules, as the case may be, shall be added to and become a part of this Agreement, and such services shall be provided in accordance with the terms and conditions of this Agreement.

(c) **Provision Of Website Content.** Based on a consultation between the Customer and a Bell or Third Party Provider design consultant, the Customer will work to provide the consultant with the Website Content that it wishes to have published to the Created Website. The Customer can provide text and images that they wish to use on the Created Website. Once the Website Content has been collected, the Customer is able to upload the Website Content to the web-based "Docket Management System" through a user account that is provided by the consultant. The Customer's obligations with respect to the

Created Website design process are provided in more detail [here](#) (the "**Roles and Responsibilities Document**"). The Roles and Responsibilities Document also outlines the Created Website design project timelines (the "**Design Timeline**").

(d) **Review of completed created website.** The Customer is notified once the Created Website is complete and is directed to where it is temporarily deployed. Once approved by the Customer, the Created Website is then deployed to the Customer's URL.

(e) **Deemed Acceptance.** The Created Website shall be deemed accepted by the Customer at the end of the Design Timeline (provided that the Design Timeline shall be extended by each business day that Bell or its Third Party Providers is delayed in complying with its responsibilities set out in the Design Timeline). Any further changes to the Created Website required after deemed acceptance shall be addressed during the 30 day minor changes period that follows the Design Timeline.

(f) **File Uploads.** For the upload of files and Website Content on Customer's hosting space, the Customer must retain a copy of the Website. The Customer is entirely responsible for the upload and maintenance of the Website Content.

(g) **Scripts.** The scripts are entirely the Customer's responsibility, i.e. provisioning, upload, management and troubleshooting (unless it's server related). Customer may use its own scripts on the server without Bell approval. If the scripts are in any way affecting Bell's or its Third Party Providers' system or servers, Bell reserves the right to disable the scripting, upon which the Customer will be notified. The Customer must then recode the script and prove to Bell that the script will not negatively impact the server. Upon confirmation, Bell will then re-enable the script. If the problem persists, services will be terminated for Customer and will not be re-enabled. More specifically, if a script is found to over-utilize the server in any way, CGI access will be disabled and the scripts will be rendered useless. It is then the responsibility of the Customer to fix the script and prove that there has been a change. Once Bell receives the details of changes in writing, Bell will turn the scripting back on (usually takes about 3 days). If the script is not fixed, CGI access will be turned off indefinitely. Scripts should be enabled to access files or directories within their own root level. Nothing will be "registered to the server" under any circumstance. If a script does not work because of calling outside its directory, Bell will not assume responsibility or offer aid: it is the Customer's responsibility to troubleshoot the script.

6. CREATED WEBSITE MAINTENANCE SERVICES

"**Website Maintenance Services**" means the services provided by Bell and its Third Party Providers in maintaining the Created Website and the Website Content.

(a) **Help Desk Support.** If the Customer requires help desk support from Bell, the Customer should call 1-888-822-2355 and inform the operator of the nature of the problem. Bell help desk representatives will make reasonable efforts to contact the Customer during 9am to 6pm (EST) on the next business day to help resolve the issue. Bell reserves the right, in its sole discretion, to alter the help desk support hours of operations.

(b) **Created Website Maintenance Services.** Unless specified otherwise in the Final Package Details, Created Website Maintenance Services are on a twelve (12) month term. Created Website Maintenance Services consists of twelve (12) hours of consultation time and project build time per twelve (12) month term. Unused hours cannot be carried over into the next twelve

(12) month term, if Customer enters into another twelve (12) month term. Excess hours are billed at Bell's then current hourly rates for such service. Time will be deducted from the twelve (12) hours by the minute based on call time, e-mail composition time and development time. The following are types of activities that the 12 hours can be used towards:

(c) Image changes/additions

- (i) swap;
- (ii) resize
- (iii) crop to fit Website Template elements; and
- (iv) converting file types – content changes/additions

(d) Website Template modifications

- (i) colour palettes; and

(e) Adding simple elements to the template pages (banners; callouts).

- (i) colour modifications to the Website Template
- (ii) flash edits

(f) only supported under full or partial; and

(g) basic text changes, font manipulation, copy links

- (i) font changes

(h) Size; and

(i) Font type

- (i) adding items to an online store
- (ii) adding photos to an existing gallery.