

Product Name
Saskatchewan Information & Privacy Commission
Business infiNET 300 Symmetrical
5 Year Contract

Contract Number: 274040

Service Number: (306) 787-8350

Customer Account Number: 9006946

Effective Date: January 28 2022

Between

SaskTel
2121 Saskatchewan Drive
Regina, SK
S4P 3Y2

And

Information & Privacy Commissioner
(hereinafter called "Customer")
503-1801 Hamilton St
Regina, SK
S4P 4B4

Billing Attention:

Tristan Hungle
Wireline and Wireless Coordinator

SaskTel agrees to provide and the Customer agrees to purchase the services described for the rates and subject to the terms and conditions specified in this Contract. This Contract consists of the Schedules attached to this Contract which are incorporated into and form an integral part of this Service Contract.

Business Internet Service Schedules:

The following schedules attached to this Agreement form part of this Agreement:

Schedule 1: Product-specific Terms and Conditions

Schedule A: Pricing and Payment Terms

Schedule B: Business Internet Priority Support

Schedule C: Business Internet Wireless Backup Service

Schedule 1: Business Internet Service Terms and Conditions

In Service Date: January 28 2022

Contract Term: 5 Year(s)

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, SaskTel and Customer agree each with the other as follows:

Terms and Conditions

1.1 Subject to all the terms and conditions contained in this Agreement and Section 2 of SaskTel's Non-tariffed Products and Services Schedule titled "Non-Tariff Terms of Service" as amended from time to time, SaskTel shall provide to the Business High Speed services as described herein and the SaskTel equipment and/or facilities required for Customer's chosen option of such service ("the Service") described in Schedule "A" to this Agreement.

2.1 Customer agrees to pay to SaskTel:

- (a) the service charge and any additional construction or wiring charges required to provide the Service to the Customer set forth in this Agreement for the Service option chosen by the Customer;
- (b) the monthly recurring charge for the Service payable in advance in each and every month of the fixed Contract Period set forth in Schedule "A" to this Agreement for each option and quantity of the Service, commencing on the date the Customer begins using the Service and thereafter according to Customers' regular SaskTel billing period date for the quantity of the Service chosen by the Customer as set forth in this Agreement and any revisions thereto from time to time;
- (c) in the case of a change in the speed of the Service, the applicable charge set forth in Section 8.1 or 8.2 of this Agreement;
- (d) SaskTel's then currently monthly charge for the Priority Support add on option described in Schedule B to this Agreement if the Customer chooses at any time during the Contract Period of this Agreement to purchase the Priority Support add on;
- (e) SaskTel's then current monthly charge for Business Internet Wireless Backup Service described in Schedule C of this Agreement if the Customer elects to purchase that service at any time during the Contract Period of this Agreement;
- (f) such additional rates and charges as may be applicable from time to time under this Agreement and/or pursuant to the Schedule, including rates and charges applicable to modifications or additions to the Service. Customer authorized temporary service and Customer authorized overtime for installation, relocation and repair;
- (g) applicable sales or other taxes on the Service provided under this Agreement, payable at the time of payment of the rates and charges to which they apply;
- (h) in the event of termination of this Agreement prior to the expiration of the fixed Contract Term, termination charges calculated in accordance with Article 10 of this Agreement and payable on the date of termination;

(i) in the event of termination of the Business Internet Wireless Backup Service option described in Schedule C to this Agreement, termination charges calculated in accordance with Schedule C and payable at the time of termination of such service option; and

(j) interest at the rate provided of 3% per month, compounded monthly (42.53% annual equivalent) on all sums not paid more than thirty (30) days from the billing date.

2.2 The monthly charge of the Service is fixed and not subject to change by SaskTel during the Contract Period.

3. This Agreement shall become effective on the later of the dates of execution by SaskTel and the Customer. The fixed Contract Period of this Agreement shall commence on the In Service Date, being the date upon which the Service is first made available for Customer's use whether or not actually used by the Customer. The Contract Period is that fixed period set forth in Schedule "A" of this Agreement. The term of this Agreement shall automatically renew upon expiration of the initial term on a month to month basis unless either SaskTel or the Customer gives written notice to the other at least sixty (60) days prior to the expiration of the initial term that this Agreement will not be renewed. While the Service is provided on a month to month basis, the Service shall be provided by SaskTel to Customer on all the same terms and conditions of this Agreement with the exception of the monthly rental rate identified in Schedule A. The monthly rental rate after the expiration of the initial Contract Period of this Agreement shall be SaskTel's then current month-month rate for the Service. While on a month to month basis service the Customer may cancel the service as a whole without any termination charges applying.

4. The Customer shall, at its own expense, provide the required terminal room or enclosure, electrical outlets, lighting, structural requirements and environmental conditions for the Service and equipment as particularized by SaskTel. Customer shall provide SaskTel with access to the terminal room or enclosures. Any equipment supplied by Customer and connected to SaskTel's facilities will meet SaskTel standards and specifications.

5. The ownership of the Service plus all equipment and facilities supplied by SaskTel together with all modifications, substitutions and additions thereto shall remain with SaskTel. SaskTel shall be the sole source of maintenance and repair services for all equipment and facilities provided by SaskTel in conjunction with the Service that resides upon the Customer's premises. No such equipment shall be removed from the Customer's premises by Customer or any other party without SaskTel's prior consent. SaskTel may in its discretion elect to make any such move of equipment using only its own personnel.

6. In the event of damage to or destruction or loss of any of the equipment supplied by SaskTel by any cause whatsoever, reasonable wear and tear and damage attributable to SaskTel excepted, SaskTel shall have the right to require Customer to pay the cost of restoring the equipment to its original condition or the cost of replacing it. Upon termination of this Agreement, equipment shall be returned to SaskTel in good condition, reasonable wear and tear and damage attributable to SaskTel excepted. It is the Customer's responsibility to ensure that the Customer has adequate insurance for the equipment and for the loss of any service provided by SaskTel.

7. Customer may request SaskTel to relocate all or part of the Service on the same or different premises than that of the place of installation. Any relocation shall be subject to a lapse in service, which SaskTel undertakes to minimize. In the event that SaskTel is able to provide the same grade of Service at the requested location as the current location, such Service will be provided at the rates identified in this Agreement.

Customer acknowledges that not all Service speeds and options are available in all locations. The Customer must choose from the available speeds and options at the new location.

8.1 If the Customer downgrades their Service to a lower speed option, regardless of whether or not there is a change in location or a change in the SaskTel technology used to provide the lower speed, termination fees determined in accordance with Article 10 of this Agreement will apply where the Customer downgrading their Service speeds chooses to receive that lower speed Service on month to month basis or where the Customer chooses a contract term for their lower Service speed that is not at least as long as remainder of the Contract

Term of this Contract. Termination fees determined pursuant to Article 10 will not apply if the Customer downgrades the speed of their Service and signs a contract for that downgrade Service that has a contract length at least as long as the remainder of the Contract Term of this Contract. The monthly charge for the Customer's downgraded Service will be the then current SaskTel month to month rate for the Customer's lower Service speed where the Customer chooses to go with the lower Service speed on a month to month basis.

8.2 If the Customer upgrades their Service to a higher access speed option at their current address where they are receiving the Service and there is no change in SaskTel technology required to provide the Customer's selected Service upgrade, then termination fees determined pursuant to Article 10 of this Contract will not apply and the Customer is not required to enter into a new contract for their upgraded service. The Customer's monthly charge for the upgraded Service will be the current SaskTel monthly charge for that upgraded Service at the time of such upgrade for a Contract length equal to the Contract Term of this Contract.

8.3 If the Customer upgrades to a higher speed of the Service and a change in SaskTel technology (eg: DSL to Fibre) is required to provide that higher speed Service, then regardless of whether the upgraded Service is being provided at the Customer's current location or at a new address, no termination fees pursuant to Article 10 of this Contract will apply. The Customer will be required to sign a new contract for the higher speed Service with a contract length that is equal to or greater than the remainder of the Contract Term of this Contract. The Customer's monthly charge for the upgraded Service will be the then current SaskTel monthly charge for the Service for a contract length equal to the Contract Term of this Contract.

8.4 If the Customer wants to relocate their Service to a new location and a change in SaskTel technology used to provide the Service is required at the Customer's new location, no termination fees determined pursuant to Article 10 of this Contract will apply. The Customer will be required to sign a new contract for the Service for a contract length term that is equal to or greater than the remainder of the Contract Term of this Contract. The Service speed at the new Customer location must be equal to or greater than the speed of the Service of the Customer's existing location. The monthly charge for the Service at the new location will be the then current SaskTel monthly rate for the Service speed chosen by the Customer for the new location for the contract length chosen by the Customer.

8.5. If the Customer wants to move their Service to a new location and there is no requirement to change the SaskTel technology used to provide the Service at the Customer's new location, termination fees determined pursuant to Article 10 of this Contract will not apply if the Service at the new Customer location is for a Service speed equal or greater to the speed of the Service at the Customer's existing location. If the Customer chooses the same speed for the Service at the new location, then the monthly charge for the Service at the new location will be the monthly charge for the Service set out in Schedule "A" to this Contract. If the Customer chooses a speed for the Service at the Customer's new location that is higher than the speed of the Service at the Customer's existing location, then the monthly charge for the Service at the new location will be the then current SaskTel rate for the Service speed chosen by the Customer for a contract length equal to the Contract Term of this Contract.

8.6 For the purposes of clarification, a downgrade of a circuit comprising this Service means replacing by the Customer of an existing circuit with one of lower access speed and not the elimination of an existing circuit comprising this Service without replacing it with a lower access speed circuit.

9. SaskTel shall not be obligated to provide the Service while any payments required to be made by the Customer are in arrears.

10. This Agreement may be terminated:

(a) by the Customer upon thirty (30) days advance notice in writing delivered to SaskTel; provided that if this Agreement is terminated at any time prior to the expiration of the fixed Contract Period, either by the Customer for any reason or by SaskTel by reason of the default of the Customer under this Agreement, the Customer shall forthwith pay to SaskTel:

(i) a termination charge, being a sum equal to fifty percent (50%) of the balance of the monthly rental charge for the Service in effect at the time of termination, remaining to be paid for the Service for the unexpired portion of the fixed Contract Period; and

(ii) any outstanding charges and rentals accrued and owing as of the date of termination

(b) by SaskTel at any time in the event of default of the Customer under this Agreement after the Customer has been notified of the default and has failed to correct same within ten (10) days after such written notice, in which event the termination charge described in Paragraph (a) of this clause shall be paid by the Customer together with any outstanding charges and rentals to the date of termination. SaskTel and Customer agree that the termination charge described in clauses (a) and (b) of this paragraph is a genuine pre-estimate of liquidated damages arising out of the termination of this Agreement.

11. SaskTel does not represent or warrant that the Service will be uninterrupted or error free. Without limiting the generality of the foregoing, Article 23 of the Terms of Service portion of the Schedule as amended or replaced from time to time applies to the Service. In addition to the limitation provided by Article 23, in no event whether in one of the events particularized in Article 23 or otherwise, will SaskTel be liable to the Customer for any indirect, consequential, special, incidental or other similar damages of any kind nor putative damages, whether reasonably foreseeable by SaskTel or not, arising directly or indirectly in any manner or in any way related to the Customer's use of the Service.

12. SaskTel will provide the Service in a professional manner in accordance with applicable industry standards. SaskTel offers no representation, condition, warranty, or guarantee of any kind that the Service or any facilities or service of any third party involved in conjunction with the Service will remain uninterrupted or error free and SaskTel specifically disclaims any such warranties, conditions or representations express or implied including, but not limited to the implied warranties or conditions of merchantability and fitness of the Services for Customer's particular purpose or any other purpose.

13. SaskTel offers no representation or warranty that any software provided by SaskTel to the Customer will be free from any bugs or errors or will perform to any particular standard including performing in compliance with any specifications for the software or any user's manual or other documentation containing a description of the software. Any such warranties or representations are specifically disclaimed by SaskTel as are any other warranties, express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.

14. In no event will SaskTel be liable to the Customer its officers, employees, agents, contractors, sub-contractors, invitees or licensees or any other party including users of the Service for any claims of any kind or damages for death or injury to persons or for any other loss of any kind, whether direct or indirect, consequential, incidental, special or putative, including without limiting the foregoing, business or economic loss, loss of profits or failure to realize expected savings whether reasonably foreseeable by SaskTel or not, and whether based on tort, contract, or on any other theory of liability, arising directly or indirectly in any manner or in any way related to Customer's use of the Service, in the event the Customer or users of the Service is in any way exposed to or affected by a computer virus while using or from having used the Service, the performance or non-performance of the Internet and/or a delay or inability for any reason in being able to access the Canadian backbone or the Internet, the use of any software and/or its documentation provided by SaskTel as a component of the Service, upon the installation of any equipment or the use, possession or operation of any equipment supplied by SaskTel, except for direct damage caused by the negligence of SaskTel's employees or agents. SaskTel's total liability for such direct damages caused by the negligence of SaskTel or its employees or agents shall be limited to the amounts paid to SaskTel by Customer for the Service in the one (1) year period immediately prior to the event giving rise to such liability.

15. Title and property rights to IP addresses assigned to Customer by SaskTel in conjunction with the Service if any, are and will remain with SaskTel at all times and are not assignable or otherwise transferable by Customer in any manner of form.

16. Upon termination of this Agreement, the Customer must return any equipment supplied by SaskTel as a component of the Service to a SaskTel store or an authorized SaskTel High Speed Internet dealer. The Customer will be billed for the replacement cost as determined by SaskTel for any SaskTel provided equipment that is not returned within 30 days of Service termination.

17.1 SaskTel reserves the right to do network maintenance work between the hours of 1 am and 6am Monday through Sunday. SaskTel has the right to work on SaskTel's network at any time if the situation is deemed to be service threatening. The Customer will not be notified in advance where SaskTel implements changes during a defined maintenance window note above.

17.2 For that portion of the Service being SaskTel equipment located upon the Customer's premises, SaskTel shall provide maintenance services during normal working hours of 8:00 a.m. to 5:00 p.m., Monday to Saturday, statutory and SaskTel observed holidays excepted.

17.3 Generally maintenance and support for the Service is provided with the following target maintenance service objectives:

Support Hours	Support Days	Maintenance Window (Mon to Sun)	Target MTT Repair
8AM to 5 PM	Mon to Sat	1AM to 6 AM	24 hours

Mean Time to Repair is a target time frame to repair the trouble.

17.4 These target service objectives are not a guarantee and no service credits or other compensation will be provided if troubles are not repaired within the targeted time frames. SaskTel will use commercially reasonable efforts to meet these defined objectives.

17.5 Where SaskTel responds to a request for maintenance service and SaskTel determines that Customer equipment is at fault, such maintenance services request by the Customer will be considered to be a false call out and shall be chargeable by SaskTel to the Customer at SaskTel's then current rates.

17.6 The Customer may at any time during the Contract Period of this Agreement choose to purchase the Priority Support option as described in Schedule B to this Agreement at SaskTel's then currently monthly rate in effect when the Customer chooses to purchase such option. Priority Support is provided on a month to month basis and may be terminated by the Customer at any time without any termination charges upon one (1) month prior written notice to SaskTel. Where the Customer purchases Priority Support, Article 17.3 does not apply. The monthly charge for the Priority Support option is subject to change by SaskTel from time to time upon one (1) month prior notice to the Customer.

18. Customer agrees that it shall provide to SaskTel such information as SaskTel may reasonably request should SaskTel determine that Customer must provide a credit check prior to SaskTel providing the Service to the Customer.

19. SaskTel shall be relieved from the undertakings, obligations and responsibilities imposed upon it under this Agreement in the event it is unable to perform the same by reason of any statute, law, order-in-council or any regulation or order passed or made pursuant thereto or by reason of any court or tribunal having jurisdiction in this matter or by reason of its inability to procure any license or permit required thereby or by reason of any strikes, walkouts, slowdowns or other combined actions of workmen or any other cause beyond the control of SaskTel.

20. Neither the granting of any time or any other indulgence to Customer, nor the failure of SaskTel to insist upon the strict performance of any covenant, term or condition hereof, or to enforce any rights hereunder, shall be construed as a waiver of SaskTel's rights or remedies hereunder and the same shall continue to be in full

force and effect. A waiver of any default hereunder shall not operate as a waiver of any subsequent default. All waivers shall be in writing and delivered to the Customer.

21. Any term, condition or provision of this Agreement, which is and shall be deemed to be void, prohibited or unenforceable shall be severable here from and be ineffective to the extent of such avoidance, prohibition or unenforceability without in any way invalidating the remaining terms, conditions or provisions of this Agreement.

22. Customer may request a change from the Service to a new service offering or plan offered by SaskTel without the payment of termination charges provided that the contract length for such alternative service offering is at least equal to the fixed Contract Period of this Agreement, the alternative service is available for installation and Customer pays to SaskTel, SaskTel then current service connection charges for the alternate service. A change to an alternate service plan or offering of SaskTel is one so classified by SaskTel. The Customer must enter into a new contract for the changed service.

23. The applicable provisions of the Schedule as specifically referenced in Section 1.1 of this Agreement apply to the Service and equipment supplied by SaskTel pursuant to this Agreement, provided that in the event of conflict, the provisions of this Agreement shall have precedence over the provisions of the said Schedule to the extent necessary to give effect to this Agreement.

24. Customer authorizes SaskTel to add to this Agreement the contract number, the circuit number, the customer account number, the GST number, the In Service Date and the length of the fixed Contract Period and associated rates in the event that such matters are not known at the time of execution of this Agreement by SaskTel and the Customer.

25. Neither this Agreement, in whole or in part, nor any interest therein, shall be capable of assignment or other disposition in any manner whatsoever by Customer.

26. Any notice under this Agreement shall be in writing, delivered personally or sent by registered mail, return receipt requested, to the addresses of either party as specified on the front page of this Agreement, unless changed by notice to the other party. Any notice so given shall conclusively be deemed to be given on the date of delivery if personally delivered, or on the third business day after the date of mailing if mailed.

27. Customer warrants that it has full power and authority to enter into, perform and execute this Agreement. The person signing this Agreement on behalf of Customer has been properly authorized and empowered to enter into and execute this Agreement. Customer acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

28. This Agreement shall be subject to and governed by the laws of the Province of Saskatchewan and the laws of Canada applicable hereto. The parties hereby attorn to the jurisdiction of the courts of the Province of Saskatchewan in respect of all disputes hereunder.

29. The Service may not be shared among two or more entities. Resale of the Service is prohibited. A single SaskTel High Speed Internet access can be shared, but only for the purposes of multiple computers in one business entity located within a single Customer physical location. SaskTel will not be responsible for the local area networking of personal computers nor will SaskTel provide Local Area Network support to customers who have multiple personal computers using one SaskTel Internet access.

30. Unless the Customer provides express consent or disclosure is pursuant to a legal power, all information kept by SaskTel regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by SaskTel to anyone other than:

- the Customer;

- a person who, in the reasonable judgment of SaskTel, is seeking the information as an agent of the Customer;

- another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
- a company involved in supplying the Customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or
- an agent retained by SaskTel in the collection of the Customer's account, provided the information is required for and is to be used only for that purpose.

Express consent may be taken to be given by a Customer where the Customer provides:

- written consent;
- oral confirmation verified by an independent third-party;
- electronic confirmation through the use of a toll-free number;
- electronic confirmation via the Internet;
- oral consent, where an audio recording of the consent is retained by the carrier; or
- consent through other methods, as long as an objective documented record of customer consent is created by the customer or by an independent third party.

31. The Customer may choose at any time during the Contract Period to purchase the Business Internet Wireless Backup service option for the Service as such option is described and upon the terms set out in Schedule C to this Agreement. The Business Internet Wireless Backup service option is only available on a three (3) year fixed term commitment basis and is subject to termination charges as described in Schedule C if terminated by the Customer prior to expiry of such three (3) year fixed term.

32. This Agreement and any amendments to this Agreement constitute the entire agreement between SaskTel and the Customer and there are no representations, warranties or conditions, express or implied, other than as stated in this Agreement. This Agreement is binding on the Customer and SaskTel and each of their respected successors and permitted assigns and, where applicable, Customer's heirs, executors and administrators. Any amendments to this Agreement other than schedules of additional facilities shall be executed by both SaskTel and Customer in writing.

IN WITNESS WHEREOF the parties have signed this Agreement on the dates below written.

SaskTel	Information & Privacy Commissioner
Name (please print):	Name (please print):
Lisa Patallas	Ron Krutzeniski
Authorized Signature: _____	Authorized Signature: _____
Title: _____	Title: _____

Sales Manager Date: Jan 11, 2022	Commissioner Date: Jan 11, 2022
SaskTel Name (please print):	Information & Privacy Commissioner Name (please print):
Authorized Signature:	Authorized Signature:
Title:	Title:
Date:	Date:

Schedule A: Business Internet Pricing and Payment Terms

Contract Number: 274040

This Schedule "A" is attached to and forms part of the Business High Speed Contract

Customer Name (hereinafter called "Customer"): Information & Privacy Commissioner

Billing Address: 503 1801 HAMILTON ST, REGINA, SK **Postal Code:** S4P4B4

Billing: Tristan Hungle Wireline and Wireless Coordinator
Name Title

In Service Date: January 28 2022

Contract Term: 5 Year(s)

Product Name	High Speed Plan	Billing Address	Service Address	Monthly Rental for Term	SCC
Business interNET/infINET Access	Business infINET 300 Symmetrical	503 1801 HAMILTON ST REGINA, SK, S4P4B4	1801 HAMILTON ST REGINA SK	\$104.95	\$0
				\$104.95	\$0

Note 1 – indicated monthly rental is the current monthly rental in effect on In Service Date.

SaskTel	Information & Privacy Commissioner
Name (please print): Lisa Patallas	Name (please print): Ron Krutzeniski
Authorized Signature:	Authorized Signature:
Title: Sales Manager	Title: Commissioner
Date: Jan 11, 2022	Date: Jan 11, 2022
SaskTel	Information & Privacy Commissioner
Name (please print):	Name (please print):

Authorized Signature:	Authorized Signature:
Title:	Title:
Date:	Date:

Schedule B: Business Internet Priority Support

The Business Internet Priority Support add-on component can be added to any SaskTel Business High Speed access service offering. The monthly rental fee for the Business Priority Support options includes enhanced support through a dedicated business internet support line, an eight (8) hour mean time to repair service level objective, and up to two (2) static IP addresses for the use of the Customer.

Generally maintenance and support for Business Internet Priority Support is provided with the following target maintenance service objectives:

Support Hours	Support Days	Maintenance Window (Mon to Sun)	Mean Time To Respond	Target MTT Repair
8AM to 5 PM	Mon to Sat	1AM to 6 AM	3 hours	8 hours

Mean Time to Respond is defined as the length of time from the initial Customer report of a problem until SaskTel's status report to the Customer of actions taken to resolve the problem.

Mean Time to Repair is a target time frame to repair the trouble. An eight-hour repair time stipulates that a trouble call received after 9AM may not be repaired until the next morning.

These target service objectives are not a guarantee and no service credits or other compensation will be provided if troubles are not repaired within the targeted time frames. SaskTel will use commercially reasonable efforts to meet these defined objectives

Schedule C: Business Internet Wireless Backup Service

1.1 Subject to all the terms and conditions contained in this Agreement and this Schedule C, SaskTel shall provide to the Business Internet Wireless Backup service as described herein.

1.2 Business Internet Wireless Backup service provides connectivity to existing Business High Speed customers via SaskTel's wireless network in situations where the Customer Business High Speed services fails. Business Internet Wireless Backup service includes the provisioning and installation of a wireline backup device with an embedded SaskTel SIM card that will allow access to SaskTel's wireless network. The SaskTel supplied router shall at all times remain owned by SaskTel. The speed of the router may match the speed of the Customer's Business High Speed Internet Service supplied by SaskTel up to a maximum of 10 Mbps. Due to the nature of SaskTel's wireless network the speed of Business Internet Wireless Backup service is not guaranteed. Business Internet Wireless Backup service is available on a month-month, one, three, and five year contract term basis. There is no special treatment for Customer's Business High Speed Internet traffic when carried over SaskTel's wireless network compared to any regular business or non-business customer using SaskTel's wireless network.

2.1 Customer agrees to pay to SaskTel:

- (a) the service charge and any additional construction or wiring charges required to provide the Service to the Customer set forth in this Agreement for the Service option chosen by the Customer;
- (b) the monthly recurring charge for the Service payable in advance in each and every month of the fixed Contract Period set forth in Schedule C, commencing on the date that service is available for the Customer's use and thereafter according to Customers' regular SaskTel billing period date for the Service;
- (c) such additional rates and charges as may be applicable from time to time under this Agreement and/or pursuant to the Schedule, including rates and charges applicable to modifications or additions to the Service, Customer authorized temporary service and Customer authorized overtime for installation, relocation and repair;
- (d) applicable sales or other taxes on the Service provided under this Schedule C, payable at the time of payment of the rates and charges to which they apply; and
- (e) in the event of termination prior to the expiration of the fixed Contract Period, termination charges calculated in accordance with this Schedule C and payable on the date of termination.

2.2 The Customer acknowledges that Business Internet Wireless Backup Service is not rate stable. The monthly recurring charge for such Service is subject to change by SaskTel from time to time during and after the Contract Period. The Customer will be given at minimum 30 days' notice of such changes.

3. The fixed Contract Period of this Schedule C commences on the In Service Date, being the date upon which the Service is first made available for Customer's use whether or not actually used by the Customer. The Contract Period is a fixed term as set out in Schedule C. The term of this Schedule C shall automatically renew upon expiration of the Contract Period on a month to month basis unless either SaskTel or the Customer gives written notice to the other at least one month prior to the expiration of the Contract Period that this Schedule C will not be renewed. While Business Internet Wireless Backup Service is provided on a month to month basis, it shall be provided by SaskTel to Customer on all the same terms and conditions of this Schedule C, including the monthly rental rate. While on a month to month basis, the Customer may cancel the service as a whole without any termination charges applying.

4. This Schedule C may be terminated:

(a) by the Customer upon thirty (30) days advance notice in writing delivered to SaskTel; provided that if this Schedule C is terminated at any time prior to the expiration of the fixed Contract Period, either by the Customer for any reason or by SaskTel by reason of the default of the Customer under this Schedule C, the Customer shall forthwith pay to SaskTel:

(i) a termination charge, being a sum equal to fifty percent (50%) of the balance of the monthly rental charges remaining to be paid for Business Internet Wireless Backup Service for the unexpired portion of the fixed Contract Period; and

(ii) any outstanding charges and rentals accrued and owing as of the date of termination

(b) by SaskTel at any time in the event of default of the Customer under this Schedule C after the Customer has been notified of the default and has failed to correct same within ten (10) days after such written notice, in which event the termination charge described in Paragraph (a) of this clause shall be paid by the Customer together with any outstanding charges and rentals to the date of termination. SaskTel and Customer agree that the termination charge described in clauses (a) and (b) of this paragraph is a genuine pre-estimate of liquidated damages arising out of the termination of this Schedule C.

