# BELL CANADA BUSINESS TERMS AND CONDITIONS

**Version Date: 2026.03.18**

THESE BELL CANADA BUSINESS TERMS AND CONDITIONS (THE "**BTAC**") ARE INCORPORATED INTO AND FORM PART OF THE SERVICE SCHEDULE (OR SCHEDULES, AS APPLICABLE) CUSTOMER HAS ENTERED INTO WITH BELL CANADA, BCE NEXXIA CORPORATION OR BELL MOBILITY INC., AS APPLICABLE (ALL BEING DEFINED AS "**BELL**").

BY USING THE SERVICES, CUSTOMER AGREES THAT CUSTOMER HAS READ, UNDERSTOOD AND IS BOUND BY THE SERVICE SCHEDULE(S) AND THESE BTAC. BELL MAY AMEND THESE BTAC FROM TIME TO TIME AND WILL UPDATE THE REVISION DATE ON THIS WEBSITE TO INDICATE WHEN CHANGES HAVE BEEN MADE. CUSTOMER SHOULD ENSURE THAT IT PERIODICALLY CHECKS THIS WEBSITE FOR REVISIONS TO THESE BTAC. ALL CHANGES WILL TAKE EFFECT 30 DAYS AFTER BEING POSTED. CUSTOMER'S CONTINUED USE OF THE SERVICES AFTER THE CHANGES TAKE EFFECT CONSTITUTES ACCEPTANCE OF THESE BTAC AS AMENDED.

For good and valuable consideration, Customer and Bell agree:

## 1. SCOPE OF AGREEMENT

(a) **Services and Products:** Customer requests and Bell will provide to Customer the services and products described in each schedule, statement of work, service order or quote attached to, referred to, or added to, and forming part of, these BTAC from time to time (a "**Schedule**") in accordance with the terms and conditions of this agreement. Altogether, the Tariffs (as defined in Section 1(d) and if applicable), the terms and conditions set out in these BTAC, and the applicable Schedules form the "**Agreement**".

(b) **Services and Service Schedules:** Services purchased pursuant to this Agreement (each a "**Service**", collectively, the "**Services**"), and additional terms and conditions applicable to the provision of the Service(s) are described in Schedules, which form part of the Agreement (each a "**Service Schedule**").

(c) **Products and Product Schedules:** Equipment (which may include related maintenance services) software (excluding software sold as a Service) and/or firmware purchased pursuant to this Agreement (each a "**Product**" collectively the "**Products**"), and additional terms and conditions applicable to the provision of the Product(s) are described in Schedules attached to this Agreement from time to time (each a "**Product Schedule**").

(i) Customer assumes the risks of loss and damage to any Product it has ordered and that has been delivered to its premises. Title to Product shall transfer to Customer upon payment in full of all Fees and Taxes (as defined below). By installing or using Products, Customer agrees that software included with the Product purchase is licensed strictly in accordance with the terms provided by the original equipment manufacturer ("**OEM**"). Upon transfer of title, Bell will not be responsible for any defect in the Product.

(ii) Any warranty, indemnity and liability for Product will be provided by the OEM and will accompany the Product. Any warranty, indemnity and liability provided with Product will be between Customer and the OEM. Bell will have no liability to Customer in connection with such warranty, indemnity and liability obligations.

(iii) Unless otherwise set out in a Product Schedule, Customer is responsible for payment of all charges for transportation, duty, customs clearance, insurance, brokerage, as well as any other applicable charges and costs from the point of shipment of the Product.

(d) **Tariffed Services:** A Service is "**Tariffed**" if regulated by the Canadian Radio-television and Telecommunications Commission (the "**CRTC**") and shall only be provided in compliance with the applicable tariffs (together with all applicable decisions, directions and orders of the CRTC, are referred to herein as the "**Tariffs**"), and the Tariffs, which form part of this Agreement, shall prevail in the event of a conflict with the terms and conditions set out herein. If the CRTC decides that a Service or a component of the Service will be forborne from regulation, then unless the parties otherwise agree in writing, this Agreement, including the applicable Service Schedule, will remain in full force and effect for that Service and will be considered to incorporate all terms and conditions set out in the Tariffs as at the effective date of forbearance, for the remainder of the minimum contract period ("**MCP**") or then-current Renewal Period (as defined in the Tariff) or Service Term (as defined in Section 3), as applicable.

(e) **Multi-Line Telephone System Services:** To the extent applicable to the Services being provided to Customer, the CRTC has issued best practices for managing 9-1-1 services on multi-line telephone systems to ensure that 9-1-1 calls are received locally with accurate location information. For more details, please refer to https://crtc.gc.ca/eng/phone/911/multi.htm.

(f) **Bell Providers, Service Outside of Canada*:*** Bell may meet its obligations under this Agreement through its affiliates (as defined in the *Canada Business Corporations Act*) (an "**Affiliate**"), agents, suppliers or subcontractors (the "**Bell Providers**"), but Bell shall not be relieved of its obligations by using the Bell Providers. Any Services or Products provided to Customer outside of Canada may be provided and invoiced by a Bell Affiliate, at Bell's discretion, on the terms and conditions set out in this Agreement and the applicable Bell Affiliate Schedule. In such cases, the Bell Affiliate shall be Customer's supplier for such Services and Products.

(g) **Offshoring:** Bell or a Bell Provider may provide Services or portions thereof, from outside Canada, and may access, process or store Customer's Confidential Information or End User Data outside of Canada while providing the Services. Such access, processing and storage will comply with Bell security policies and security requirements.

(h) **Services to Customer Affiliates:** If requested by Customer, Bell will provide the Products and Services to any Customer Affiliate in accordance with and as part of this Agreement as if such Services were provided directly to Customer. Bell's provision of the Services to a Customer Affiliate will not render it a third party beneficiary under this Agreement. Unless a Customer Affiliate executes a separate agreement with Bell:

(i) Customer shall remain Bell's customer and shall be responsible for the compliance by Customer Affiliates with the terms and conditions of this Agreement, including the payment terms; and

(ii) only Customer will be entitled to enforce the rights or remedies available to Customer or a Customer Affiliate under this Agreement and Customer Affiliates will not be entitled to do so directly.

The provision of Services to Customer Affiliates will not have the effect of increasing the aggregate limitation of liability of Bell.

(i) **Applicable Laws:** Bell shall comply with all applicable laws, statutes, ordinances, by-laws and regulations applicable to it in the provision of the Services.

(j) **Reasonable Skill, Care and Diligence:** Bell shall perform, or cause to be performed (including through appropriate supervision and inspection) the Services or otherwise fulfill its obligations exercising reasonable skill, care and diligence, consistent with industry standards, in accordance with the terms and conditions of this Agreement.

## 2. FEES AND TAXES

(a) **Fees and Taxes:** Customer shall pay fees or charges for the Services, the Products, Termination Fees (as defined in Section 4(a)), Construction & Backhaul (as defined in Section 2(b)) charges, Inside Wiring (as defined in Section 2(b)) charges, and any other amount payable pursuant to this Agreement (collectively the "**Fees**"). Customer shall also pay applicable commodity taxes, and similar taxes levied or assessed by any local and/or government authority, as well as surcharges for foreign taxes or those imposed by third-party providers, withholding tax, and interexchange carrier charges, if any (collectively, "**Taxes**"). Customer shall pay Fees and Taxes within 30 days of the invoice date. If any legislation authorizes Customer to purchase Services or Products pursuant to this Agreement without payment of commodity taxes, Customer agrees to supply Bell with evidence of such authorization. Fees and Taxes are subject to a late payment charge ("**Late Payment Charge**") at the rate of 2.91% percent per month (or 41.09% per year), calculated from the date of the invoice if Fees and Taxes are not paid within 30 days of the invoice date.

(b) **Construction & Backhaul, and Inside Wiring:** Unless otherwise set out in a Service Schedule, "**Construction & Backhaul**" includes the construction of access circuit, circuit diversity, and building conduit if required, from a Bell central office to Customer's telecommunications room, and backhauling connectivity or leasing facilities from third party carriers, if required. Customer is responsible for and ensuring that there is available, (i) inside wiring and cabling necessary to provide the Services ("**Inside Wiring**"), and (ii) conduit or pathway and spaces ("**Customer Pathway and Spaces**") with spare capacity for any Inside Wiring from the property line of the Customer premises to the Customer's premises telecommunications room, all of which shall be performed by Bell up to the demarcation point (i.e. Customer edge device). Customer may contract Bell to provide Inside Wiring separately from the Services. Customer will pay Construction & Backhaul charges, Customer Pathway and Spaces charges and Inside Wiring charges, even if they are not expressly set out in a Schedule, statement of work, or quote. The Fees associated with the performance of the construction of certain features, such as those required to add capacity or build Customer Pathway and Spaces, may not be known until the implementation of the Services.

(c) **<u>Time and Material:</u>** Without limiting anything in a Service Schedule that addresses this issue, in the event Bell performs support services for Customer to address a Service outage or degradation, and the cause of such Service outage or degradation is ultimately found not to be a Bell responsibility, Bell may invoice Customer, on a time and material basis at Bell's then current market rates for similar services, for the services Bell provided to Customer to identify and resolve the Service incident. Such fees shall include, without limitation, any (i) costs associated to equipment or material provided; (ii) professional service fees, for Bell or a Bell Provider, for the time spent pursuing the resolution; and (iii) any travel expense incurred in relation to the support provided.

(d) **<u>No Withholding, Deduction or Set-Off:</u>** Customer shall not withhold or deduct any amounts from, or set-off amounts owed by Bell or a Bell Affiliate to Customer against any amounts invoiced by Bell or a Bell Affiliate under this Agreement.

(e) **<u>Disputed Fees:</u>** Customer shall notify Bell in writing within 150 days of the date of the applicable invoice of any Fees that Customer disputes. If Bell determines, acting reasonably, that those Fees should not have been billed or were over-billed, Bell will credit Customer for those Fees.

(f) **<u>Deposit:</u>** Bell may require Customer to provide a deposit. Bell may also (i) require Customer to make a payment in advance and/or (ii) revise the payment terms if a credit review reveals Customer as non-creditworthy, or in the event of late payment by Customer. If Customer fails to provide Bell with such a deposit, honour revised payment terms or to make a payment in advance, Bell may either suspend or terminate the Agreement on 30 days' notice. Bell shall retain the deposit as security for Customer's performance of its obligations pursuant to this Agreement.

## 3. <u>TERM</u>

(a) **<u>Term of the BTAC:</u>** These BTAC shall become effective on the date Customer first enters into a Service Schedule that incorporates these BTAC by reference (the "**Effective Date**") and shall remain in full force and effect for so long as at least one Service Schedule remains in effect. Upon the expiration or termination of the last remaining Service Schedule, these BTAC shall automatically terminate, except that (i) Customer's obligation to pay any outstanding Fees, Taxes, and Late Payment Charges shall survive such termination, and (ii) those provisions identified in Section 12(g) (Survival) shall continue in effect in accordance with their terms.

(b) **<u>Term of Each Service Schedule:</u>** Each Service will be provided for the period set out in the applicable Service Schedule (the "**Initial Service Term**").

(c) **<u>Renewal Term(s) of Each Service Schedule:</u>** Unless Customer or Bell provides notice to the other as described in Section 3(d), each Service Schedule will automatically be renewed at the end of the Initial Service Term on the same terms and conditions for the renewal period(s) set out in that Service Schedule. If there is no renewal period set out in a Service Schedule, then that Service Schedule will expire and the Services provided under it will be terminated at the end of the Initial Service Term. Each renewal period described above is defined as a "**Service Renewal Term**". The Initial Service Term and any Service Renewal Term(s) are collectively referred to as the "**Service Term**". Bell may change the Fees for a Service Renewal Term by providing Customer with at least 90 days advance written notice of the change before the end of the then current Initial Service Term or Service Renewal Term, as the case may be.

(d) **<u>Notice of Non-Renewal:</u>** Either party may provide written notice to the other party, at least 60 days in advance of the expiration of the relevant Service Term, that it does not intend to renew a Service Schedule with the result that the Service Schedule will expire and the Services provided under it will be terminated at the end of the Service Term.

## 4. <u>TERMINATION OR CANCELLATION</u>

(a) **<u>Early Termination of Service Schedule by Customer:</u>** Unless otherwise set out in a Service Schedule, Customer may terminate a Service it has requested under a Service Schedule ("**Terminated Service**") at any time before the end of the relevant Service Term by giving notice of termination to Bell at least 30 days before the proposed early termination date. If Customer terminates a Service under this Section 4(a), Customer shall pay to Bell all Fees, Taxes and Late Payment Charges due for the Terminated Service up to the date of termination. Customer shall also pay to Bell the following "**Termination Fees**":

(i) 100% of the reasonable out-of-pocket expenses that Bell incurs or will incur in connection with its contractual arrangements with the Bell Providers,

(ii) all charges for performed Construction & Backhaul and any related windup or remediation, charges for Inside Wiring, and any termination fees associated with terminating leases for third party facilities or other backhaul related charges,

(iii) the termination charges specified in the relevant Service Schedule, or if not specified, for all Services, an amount equal to 50% of the remaining monthly Fees for the Terminated Service that would have been payable to the end of the applicable Service Term, and

(iv) any applicable Taxes on (i), (ii) and (iii).

Customer acknowledges that the Termination Fees are a reasonable estimate of Bell's liquidated damages and represent consideration for the Services and Products, and are not a penalty. In the event that a payment to be received by Bell for Termination Fees would be deemed by the applicable tax legislation to include an amount of GST/HST and/or QST or other Tax, the amount of Termination Fees payable by Customer shall be grossed up by an amount equal to the amount of GST/HST, QST and other Taxes that would be deemed to be included in such payment.

(b) **Cancellation of Product Schedule by Customer:** If, prior to delivery, Customer cancels an order for Product(s) in full or in part prior to the delivery or performance of the order, a restocking fee of up to 25% of Product cost, as listed in the Product Schedule or on a quotation or purchase order will be charged. Bell may apply any deposit collected for the cancelled Product(s) order towards the restocking fee. Bell will not accept for return or refund: (i) any licensed software, which will be charged at 100% of the price; (ii) Products that have already been delivered to Customer; (iii) Products that are non-stock, specially ordered or customized; or (iv) Products that have been discounted or sold to Customer at an incentive price.

(c) **Termination for Cause:** Either party may terminate this Agreement or any Schedule, or Bell may suspend the Services in whole or in part, in each case, by giving notice in writing to the other party if : (i) the other party commits a breach of a material obligation under this Agreement or the applicable Schedule and does not remedy that breach within 30 days after receiving written notice of the breach; or (ii) the other party enters into a compulsory or voluntary liquidation, or convenes a meeting of its creditors or has a receiver appointed over any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business. Customer's obligation to pay any invoiced Fees, Taxes or Late Payment Charges when due is a material obligation. Notwithstanding the foregoing, if Bell breaches a material obligation in the provision of a Service or Product, and Bell has not remedied that breach within 30 days after receiving written notice of such breach, Customer shall only be entitled to terminate the specific Service(s) or Product(s) for which the breach occurred under the applicable Schedule.

(d) **Fees Payable:** On the termination of this Agreement or Schedule for any reason, all payments required to be made to Bell by Customer thereunder, shall be due and payable immediately. Termination of this Agreement or a Schedule shall not relieve t Customer from any liability which accrued before the termination became effective. Customer will not be required to pay the applicable Termination Fees if Customer terminates this Agreement or a Schedule pursuant to Section 4(c).

## 5. BELL EQUIPMENT AND PROPERTY; INTELLECTUAL PROPERTY; MIGRATION

(a) **Bell Provided Equipment:**

(i) All material, equipment and software required for Customer to use the Services or Products and made available to Customer by Bell or the Bell Providers, and any other software and equipment, including Inside Wiring, patch panels, transport conductors and switching equipment, used by Bell (excluding Customer Provided Equipment (as defined in Section 6(a)(iv) below) or Products) in the provision of the Services (collectively, "**Bell Provided Equipment**") shall at all times be and remain the exclusive property of Bell or the Bell Providers, wherever located, including on Customer premises. Upon termination or expiration of the Agreement or a Schedule, Customer shall, at its expense, return or release the Bell Provided Equipment to Bell as directed by Bell. Customer shall be responsible for the loss of or damage to the Bell Provided Equipment in its care and control except if caused by the negligence or willful misconduct of Bell or the Bell Providers. Customer shall ensure at all times that the Bell Provided Equipment is stored in a manner and in an environment that conforms to relevant specifications provided by Bell. Bell may, in its sole discretion, make changes to or replace the Bell Provided Equipment used in connection with the provision of the Services, provided that (i) Bell provides Customer with 90 days advance written notice of any such changes or replacement of Bell Provided Equipment where such changes or replacement will require a corresponding change in Customer's equipment, and (ii) any such changes or replacement of Bell Provided Equipment do not change the functionality of the related Service(s).

(ii) Customer acknowledges it has no right, title or interest in or to any network address or identifier (such as telephone number, IP address, host name) ("**Identifier**") assigned to Customer by Bell. Bell may, on reasonable notice to Customer, change the Identifier. Bell is not obligated to notify any other party of a change to Customer's Identifier.

(b) **Bell Intellectual Property:** As between Customer and Bell, Customer acknowledges that Bell shall retain all right, title and interest, including all intellectual property rights, in and to the Services and any changes or improvements made thereto by or on behalf of Bell or any Bell Providers. Bell hereby grants to Customer a fully paid-up, royalty free, non-transferable and non-exclusive license to use the Services and Bell's intellectual property therein only for the purposes of receiving the Services in accordance with this Agreement during the Service Term.

(c) **Customer Intellectual Property:** As between Customer and Bell, Bell acknowledges that Customer shall retain all right, title and interest, including all intellectual property rights, in and to Customer's intellectual property and any improvements made thereto by Customer, as set out in a Schedule, statement of work, or quotes. Customer hereby grants to Bell and to the Bell Providers, a fully paid-up, royalty free, non-transferable and non-exclusive license to use Customer's intellectual property only for the purposes of providing the Services to Customer during the Service Term.

(d) **Migration:** During a Service Term, Bell may migrate a Service to an alternative service or technology or replace Bell Provided Equipment as long as the alternative service or technology or Bell Provided Equipment provides substantially similar functionality as the Service. Should this event occur, the definition of "**Service**" will include the alternative service or technology for the purposes of this Agreement. Bell shall not be responsible if any changes in the Services affect the performance of material, equipment or software other than Bell Provided Equipment or cause such material, equipment or software to become obsolete or require modification or attention. Bell shall provide Customer with 60 days notice of the migration and Customer shall co-operate with Bell to implement the migration.

## 6. ADDITIONAL CUSTOMER OBLIGATIONS

(a) **Obligations:** Customer shall:

(i) comply and cause End Users (as defined in Section 6(a)(vii) below) to comply with all applicable law;

(ii) not resell or remarket all or any portion of the Services or Products, under its own branding or under any other branding, unless expressly permitted in a Service Schedule;

(iii) in addition to Section 2(b) above and unless provided by Bell as part of the Service pursuant to a Service Schedule, provide at its sole cost and expense, all necessary infrastructure (e.g. power and outlets) and ambient environments required for the receipt of the Services and the safe and efficient operation and maintenance of the Bell Provided Equipment on Customer premises in accordance with the specifications provided by Bell and all applicable industry and safety standards. If Customer fails to undertake any of the foregoing, including the facility requirements outlined in Section 2(b) above, and such failure results in a delay or inability for Bell to install, provision or deliver the Services, or if Bell is delayed in its provisioning, installation and delivery of the Services by any other act or omission of Customer or a third party not acting on Bell's behalf, Customer shall be solely responsible for any such delay, including, without limitation, any missed milestone or service level associated to the delivery of Services, and any costs or delayed savings arising as a result of Bell's inability to deliver the Services, and Bell reserves the right to charge Customer all reasonable costs and expenses that Bell incurs as a result of such delay. For clarity, failure to properly complete the Construction and Backhaul by a Customer may impact the cost or timeliness of the entirety of the Services being provisioned under a Service schedule, not solely the sites where Customer failed to complete its Construction & Backhaul obligations, and Customer shall be responsible for all such delays under this Section;

(iv) unless provided by Bell as part of the Service pursuant to a Service Schedule, be responsible for the supply (including obtaining necessary licenses and authorizations), installation and maintenance of any material, equipment or software other than the Bell Provided Equipment (the "**Customer Provided Equipment**") at each site that is necessary to receive the Services. Customer shall ensure that Customer Provided Equipment is (A) installed, maintained, secured and stored in a manner and an environment that conform to the manufacturer's specifications and any reasonable specifications provided by Bell, and (B) compatible with the Bell Provided Equipment;

(v) provide, obtain and maintain all, authorizations, permissions, consents and third party licenses (including those from landlords, land owner, property manager or leaseholder(s)) necessary to permit Bell and/or the Bell Providers prompt and safe access to Customer's premises and Customer Provided Equipment and Bell Provided Equipment on Customer premises, so they can perform Bell's obligations and enforce Bell's rights under this Agreement, provided that Bell and all Bell's agents comply with all reasonable site access requirements at each Customer premises. If Customer fails to comply with any of the foregoing, or if compliance with any such site access requirements results in a delay in Bell installing Services or repairing, replacing or upgrading Bell Provided Equipment at the Customer premises, Bell shall not be responsible for any missed projected timelines, service level agreements or implementation milestones as a result of such delay;

(vi) provide all authorizations, permissions, consents, and reasonable assistance in a timely manner, necessary for Bell's provision of the Services. Bell shall not be responsible for any missed projected timelines, service level agreements or implementation milestones as a result of Customer's failure to meet the aforementioned obligation(s);

(vii) be responsible for use of the Services and Products, including through access points, by any party other than Bell or a Bell Provider (collectively, "**End Users**"), and take all necessary measures to ensure that End Users use the Services and Products in accordance with the terms and conditions of this Agreement;

(viii) comply and cause End Users to (A) comply with the acceptable use policy attached to a Service Schedule (as may be amended by Bell from time to time and made available on Bell's website) if applicable; (B) comply with any third party software license terms and conditions for software used by Customer and/or End Users in connection with the use of the Services and Products; and (C) not upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute or provide access to information, software or other content or material in connection with the use of the Services and Products which is confidential or is protected by copyright or other intellectual property rights including any broadcast, sound recording, communication signal, telecommunication, musical work, cinematographic work, performance, photograph or computer program, without prior authorization from the rights holder(s);

(ix) consent and ensure End Users consent to receive software downloads from Bell and Bell Providers to End User devices, Customer Provided Equipment and Bell Provided Equipment to the extent that such downloads are reasonably necessary for the continued efficient operation of the Products and Services and related material, equipment and software being provided to Customer; and

(x) not use, abuse, tamper with, alter or otherwise rearrange the Services or Products, or permit or assist others to do so, for any purpose or in any manner, that: (A) interferes with the Products or Services or the provision of them; (B) interferes with the networks of Bell or any Bell Provider or access to those networks by other users; or (C) uses the Product or Services in a manner that directly or indirectly violates the terms of this Agreement, applicable laws or any third party or Bell rights.

(b) **Failure to Comply:**

(i) Bell is not liable for any failure to provide the Services or Products in accordance with this Agreement resulting from Customer's failure to comply with any of the obligations set out in this Section 6.

(ii) If a Customer's failure to comply with any of the obligations in Sections 6(a)(i) - 6(a)(viii) and 6(a)(x) materially adversely affects Bell including Bell's or a Bell Provider's network, the Services or the ability of other customers to receive services from Bell, Bell may take all actions which it considers necessary to address such material adverse effect including the immediate suspension of or restriction on the use of the Services. To the extent reasonably practicable, Bell will provide Customer with advance notice of any such suspension or restriction of Service under this Section. If Bell is unable to provide Customer with prior notice of a suspension or restriction of Services, Bell will provide Customer with subsequent notice of the suspension or restriction as soon as is reasonably practicable in the circumstances. Further, Bell will use commercially reasonable efforts to: (A) limit any suspension or restriction of Services to only those Services, or portion of Services, that in Bell's reasonable discretion, require suspension or restriction in order to address the material adverse effect referred to above; and (B) minimize the impact of such suspension on the overall provision of Services.

## 7. LIMITATION OF LIABILITY & INDEMNITIES; DISCLAIMER

(a) **Liability For Damages:** The Parties and their Affiliates (and in the case of Bell, Bell's and Bell Providers') total cumulative liability for damages, expenses, costs, liability, claims or losses (collectively "**Damages**") arising out of or in connection with this Agreement or the provision of Products or Services under this Agreement, whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory even if a Party has been advised of the possibility of those damages, is limited to direct, actual, provable Damages and will in no event exceed an amount equal to:

(i) For Services, the total aggregate monthly Fees payable by Customer for the specific Service(s) giving rise to the damages during the twelve month period before the event giving rise to the Damages (or if the claim arises during the first twelve months of the Term, such monthly amounts that would have been payable during the first twelve months of the Term); or

(ii) For Products, for which there is no warranty, indemnity or liability provided with the Product, 50% of the total purchase price payable by Customer for the Product(s) giving rise to the Damages,

Less all amounts paid for previous Damages for such Services and Products, if any.

The foregoing limitation does not apply to:

(iii) Either Party's indemnity obligations in Sections 7(d), 7(e) or 7(f)(ii); or

(iv) Customer's liability for Fees, Taxes and any related charges.

Bell's obligations in Sections 7(d) and 7(f)(f)(i) are limited to two million ($2,000,000.00) dollars in the aggregate. For greater certainty, any damage that is within the scope of an indemnity is considered direct damages for the purposes of this Agreement.

(b) **No Liability For Certain Damages:** Neither Party is liable for any indirect, incidental, special, punitive or consequential Damages whatsoever arising out of or in connection with this Agreement or the provision of Products or Services under a Schedule, or the following whether characterized as direct, indirect, incidental, special or consequential damages including: lost profits, anticipated or lost revenue, loss of data, loss of business opportunities, loss from business interruption, misappropriation of personal information stored on Products, loss of use of any information system, losses resulting from the access, collection, use, processing, storing, disclosing, or transmitting of data by third-parties, failure to realize expected savings or any other commercial or economic loss, or any third party claim, whether arising in tort, or contract law, or any other cause of action or legal theory even if such Party has been advised of the possibility of those damages. Bell and Bell Providers are not liable for, and Customer shall be liable for: (i) the use of the Products or Services provided by Bell in combination with services, products or equipment provided by Customer or any third parties; (ii) the failure by Customer to perform its obligations under this Agreement; (iii) Customer's or End Users use or modification of the Products or Services or transmission of Content (as defined in Section 9); or (iv) claims against Bell or a Bell Provider by an End User in connection with the Products or Services.

(c) **Rights and Remedies:** All of Customer's rights and remedies relating to: (i) Bell's failure to meet a service level agreement; and (ii) Service interruptions, including in each case, and credits, refunds or rights of termination, are set out in the applicable Service Schedule. These rights and remedies are subject to the limitations of liability set out in this Section 7 and are the only remedies for Bell's failure to meet a service level agreement or for a Service interruption.

(d) **Intellectual Property Defend and Settle Right:**

(i) Each party ("**Defending Party**") will defend the other party, their Affiliates, and in the case of Bell as indemnitee, its shareholders, directors, officers, and employees and the Bell Providers (collectively the "**Defended Party**") from any legal proceeding commenced by a third party in the country in which the applicable Products and Services are delivered to Customer by Bell alleging that the Defended Party's use of any intellectual property licensed by the Defending Party in accordance with the terms and conditions of this Agreement infringes any intellectual property right of such third party in Canada (an "**Infringement Claim**"). The Defending Party will, as its sole liability and the Defended Party's sole remedy (except as set forth in subsection 7(d)(ii)), defend and/or settle, at the Defending Party's own expense, all Infringement Claims and will pay all awards, damages and costs awarded by a court of competent jurisdiction or agreed to in a settlement, including the Defended Party's reasonable and necessary expenses relating to cooperation requested by the Defending Party under Section 7(g) (Indemnity Procedure and Application).

(ii) In the event that intellectual property licensed by Bell as part of the Services becomes the subject of a claim for which Customer has rights under this Section 7(d) and Customer is required to cease the use of such Intellectual Property (or to obtain a license or pay a royalty to continue such use) pursuant to (A) a request by Bell, (B) an order of a court of competent jurisdiction, or (C) a settlement agreed to by Bell in respect of such claim in addition to Bell's obligations under this Section 7(d), Bell shall, at Customer's request, at no additional cost to Customer and at Bell's entire expense and option, use commercially reasonable efforts to (D) procure for Customer the right or applicable license or pay the royalty required to continue Customer's use of the Services and Equipment that gave rise to the Infringement Claim; (E) modify or replace the Equipment and Services that gave rise to the Infringement Claim with non-infringing Equipment and Services with substantially similar functionality; or (F), if (D) or (E) are not feasible, refund Customer for the portion of the Equipment and Services that gave rise to the Infringement Claim and terminate the provision of such affected portion.

(iii) Bell shall have no liability in respect of any Infringement Claim to the extent that such Infringement Claim results from: (A) intellectual property provided by Customer which is included or embedded in, or interfaces with, the Service or Products; (B) modification of the Services, Products or Bell Provided Equipment by a Person other than Bell or a Bell Provider or other than on Bell's authority, direction, request or specification, to the extent such claim would have been avoided but for such modification; or (C) use of Services or Bell Provided Equipment in combination with other products or services where such combination or use was not required in writing by Bell, to the extent such Infringement Claim would have been avoided but for such combination or use. Further, Bell shall have no liability in respect of any Infringement Claim if Customer's acts or omissions in any way prejudiced Bell's ability to defend or settle such Infringement Claim.

(iv) This Section 7(d) shall not apply and Bell shall have no obligation to defend and settle any Infringement Claim arising out of or in connection with any Professional Services, Products or Services which are Non-Bell Branded (as defined below). Notwithstanding the foregoing, Bell will extend to Customer the benefit of any Intellectual Property defend and settlement right that it has received from a third-party provider of such Non-Bell Branded Professional Services, Products or Services to the extent that it is permitted to do so by such third-party provider. For the purposes of this section "**Non-Bell Branded**" means third party provided Professional Services, Products or Services which are resold by Bell.

(e) **Customer's Indemnity for Misuse of Services, Hosted Services Damages and Content:** Customer shall indemnify and save Bell, its Affiliates and the Bell Providers harmless from and against all Damages suffered in connection with (i) Customer's use of the Services in a manner not reasonably contemplated by this Agreement; (ii) a breach of Section 6(a)(x); (iii) damages to Bell, its Affiliates and the Bell Providers, or Bell's other customers, including data loss and downtime, arising from property damage or other acts or omissions of

Customer while receiving hosted Services; (iv) transmission of the Content by Customer or End Users; and (v) claims against Bell or a Bell Provider by an End User in connection with the Products or Services.

(f) **Indemnity for Personal Property, Death and Personal Injury:**

(i) Each party hereby agrees to indemnify the other party against all Damages to real or tangible personal property sustained by the other party or any third party to whom the other party may become liable as a result of any negligent act or omission or willful misconduct on the part of the first party, its employees or agents arising from its performance of any of its obligations under this Agreement.

(ii) Each party hereby agrees to indemnify the other party against all Damages for bodily injury (including death) sustained by the other party or any third party to whom the other may become liable as a result of any negligent act or omission or willful misconduct on the part of the first party, its employees or agents arising from its performance of any of its obligations under this Agreement.

(g) **Indemnity Procedure and Application:** The indemnification and defense obligations in this Section 7 are subject to the following: (A) the party seeking indemnification or defense shall notify the indemnifying or defending party of such claim without undue delay; (B) the indemnifying or defending party shall have exclusive control over the defence, final award or settlement of such claim; and (C) the party being indemnified or defended shall cooperate with the indemnifying or defending party in such defence and settlement.

(h) **Disclaimer:** Customer acknowledges that Bell does not warrant (i) uninterrupted or error-free Services, or (ii) third-party Content (as defined in Section 9) availability, accuracy or any other aspect of any information including all data, files and all other information or third party Content in any form, accessible or made available to or by Customer or End Users through the use of the Services. Customer acknowledges that Bell may interrupt the Services, as may be specified in the Service Schedules or in case of emergency, in order to provide maintenance in respect of the Services and Products. Unless otherwise expressly set out in this Agreement or a Schedule the warranties provided in this Agreement replace all other warranties and conditions. Customer waives all other warranties and conditions, express, implied or statutory, including any warranty of merchantability, fitness of a particular purpose or availability or reliability of the Services or Products.

## 8. CONFIDENTIAL INFORMATION; PRIVACY

(a) "**Confidential Information**" means any data, documentation or other information of a proprietary or confidential nature of a party, or its Affiliates, or which is treated as confidential by a party or its Affiliates, whether or not identified as being confidential proprietary, which is disclosed or made available to the other party in connection with the negotiation, preparation or performance of this Agreement. The design, installation, delivery or implementation of the Services or Products, including pricing information, service levels and network design specifications shall constitute Confidential Information of Bell. Confidential Information excludes Customer's name, address and listed telephone number and any data, documentation or other information which is (i) in the public domain, (ii) known to the receiving party prior to receipt thereof from the disclosing party, or (iii) available to the receiving party on a non-confidential basis from a source other than the disclosing party (or, in Bell's case, a Bell Provider), if that source or its source is not in breach of any obligations of confidentiality to the disclosing party (or, in Bell's case, a Bell Provider); or (iv) the receiving party can show to have been developed independently by the receiving party without using the Confidential Information of the disclosing party. The receiving party agrees to take such care to protect the confidentiality of the Confidential Information as would be taken by a reasonable party to protect its own Confidential Information from disclosure subject to the exceptions set out below.

(b) Except as (i) permitted or required by law or regulation, or pursuant to a lawful request; or (ii) if required to receive or provide the Products and Services under this Agreement, as applicable, the receiving party agrees not to use or disclose the Confidential Information without disclosing party's prior written consent. Customer consents to Bell disclosing Customer information to the CRTC as required for the CRTC to approve any filings related to the Services.

(c) In the event that Bell is provided with access to End Users' information ("**End User Data**"), Customer shall ensure that it has all the requisite consents for Bell to use such End User Data in the manner contemplated under this Agreement. Customer acknowledges and agrees that if Customer provides Bell with access to End User Data where Bell is not required to have such access, Bell shall not be liable for any loss, unauthorized access to, or any other act or omission in relation to End User Data. If End User Data includes information about an identifiable individual ("**Personal Information**"), Bell agrees that it will protect such Personal Information in accordance with Bell's Privacy Policy and the *Personal Protection and Electronic Documents Act* (S.C. 2000, c. 5), as amended over time.

(d) Bell acknowledges and agrees that Personal Information about Customer Personnel or End Users which is collected or stored by Bell in the course of providing the Services ("**Customer Personal Information**") constitutes End User Data and Confidential Information of Customer to which the provisions of this Section 8 apply, except to the extent such provisions are inconsistent with this Section 8(d), which prevails with respect to Customer Personal Information. Bell agrees that:

(i) it will collect and store Customer Personal Information in accordance with applicable privacy laws;

(ii) it will not request Customer Personal Information beyond what is necessary to fulfill the scope of this Agreement;

(iii) it will not knowingly collect or store Customer Personal Information beyond what is necessary to fulfill the purpose(s) for which it is made available to Bell;

(iv) upon written request from Customer, it will return or destroy all copies of Customer Personal Information and certify that it has done so;

(v) it will reasonably cooperate with Customer in correction requests in connection with Customer Personal Information; and

(vi) it will reasonably cooperate with Customer in connection with any employee or third-party complaints initiated against Customer related to Customer's compliance with applicable privacy laws in connection with Bell's performance of the Services.

## 9. NETWORK MANAGEMENT AND SERVICE IMPROVEMENT

Subject to compliance with applicable laws, Bell may, as part of the oversight and management of its network, monitor use of the Services (electronically or otherwise) and collect or modify any transmission data as necessary to satisfy any law or regulation, to investigate any information, data, files, pictures or content in any form, but excludes Personal Information (collectively, the "**Content**") or as necessary to protect the rights or property of itself or others that are directly relating to providing the Products and Services. Bell may also collect, use, store, analyze and process Content of the Customer to develop, improve or operate Bell's services and to enable Bell to create reports and other insights. For clarity, Customer owns its Content and Bell owns developments and improvements to its services and its reports and insights derived from the Content. Monitoring may include but not be limited to bandwidth consumption and how it affects operation and efficiency of the network and Bell Services. Customers who consume excessive bandwidth capacity in Bell's reasonable discretion may have their Services appropriately restricted. Customer acknowledges that Bell does not own or have any control over the availability, accuracy or any other aspect of any third-party Content that may be made available to or by Customer or End Users through the use of the Services.

## 10. FORCE MAJEURE

If there is a default or delay in a party's performance of its obligations under this Agreement (except for the obligation to make any payments under this Agreement), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, acts of God, epidemic, pandemic, explosion, power failure, third party caused damage to network infrastructure (e.g., a cable cut), war, terrorism, cyber terrorism/warfare, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts, then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day-by-day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.

## 11. DISPUTE RESOLUTION

(a) **Dispute Process:** In the event a dispute ("**Dispute**") arises between Bell and Customer with respect to the validity, construction, interpretation, performance or effect of this Agreement, or of their respective rights and obligations thereunder, either of them may deliver to the other a written Notice of Dispute setting out the nature and reasons for the Dispute. If Bell and Customer cannot reach an agreement within 14 days after delivery of the Notice of Dispute, the Dispute shall immediately be referred to the Dispute to senior management for resolution. Senior management of both parties will meet as soon as is reasonably possible after a Dispute is referred to them, giving due regard to the nature and impact of the matters in Dispute. If senior management are unable to reach an agreement within 14 days after their first meeting, or if no meeting between senior management occurs within 20 days after the Dispute is referred to them, either Bell or Customer may submit the Dispute to final and binding arbitration by serving a notice of arbitration on the other.

(b) **Arbitration Process:**

(i) The place of the arbitration will be the largest metropolitan centre located in the province of Customer's principal place of business and will be governed by the arbitration legislation in effect in that province, such as the Québec Code of Civil Procedure, RLRQ, c. C-25.01 or the Ontario Arbitration Act, 1991, S.O. 1991, c-17. Where Customer's principal place of business is outside of Canada, the arbitration shall take place in Toronto, Ontario, in accordance with the arbitration legislation in effect in that province.

(ii) The arbitration will take place before a single arbitrator. If the parties are unable to agree to the selection of an arbitrator within 30 days after the commencement of the arbitration by service of a notice of arbitration, the arbitrator will be appointed in accordance with the applicable arbitration legislation.

(iii) The arbitration will be conducted using a virtual hearing platform, unless the parties agree or the arbitrator orders otherwise.

(iv) The arbitration will be conducted in either English or French, as agreed to by the parties or as ordered by the arbitrator.

(v) Each party shall bear its own costs of the arbitration, and shall share equally the costs of the arbitrator, unless the arbitrator orders otherwise, and the parties may seek leave of the arbitrator to make submissions on costs.

(vi) All matters relating to the arbitration, including the arbitrator's award and any written reasons in respect of the award or any interim decisions, shall be private and confidential to the full extent permitted by applicable law.

(vii) Prior to the appointment of the arbitrator, the parties may apply to a court of competent jurisdiction for urgent interim relief, including injunctive relief as may be necessary to safeguard the property or rights that are the subject matter of the arbitration. Once appointed, the arbitrator shall have exclusive jurisdiction to hear applications for such urgent interim relief, except that a party may apply to the court to enforce any interim measures ordered by the arbitrator.

(viii) The arbitrator's award shall be final and binding on the parties. In respect of an arbitration that takes place outside of the Province of Quebec, there shall be a right of appeal only on questions of law, and no right of appeal on questions of fact or questions of mixed fact and law shall be permitted.

(ix) In the event that a party fails to honour the arbitrator's award, the other party may apply to a court of competent jurisdiction for judgment on the arbitrator's award.

(x) Except as otherwise provided in this Agreement, neither Bell nor Customer may cease to perform their respective obligations under this Agreement while a Dispute is being resolved.

(xi) Customer waives any right it may have to start or participate in any class action against Bell and Customer agrees to opt out of any class proceeding against Bell.

(xii) The following matters shall be excluded from arbitration under this Agreement:

A. Any undisputed claim for the collection of amounts owing to Bell;

B. Any Disputes in which relief is sought against a third party, unless Bell, Customer and the third party all consent to arbitration pursuant to this article; and

C. Any Disputes in respect of the alleged infringement of intellectual property whether initiated by Bell, Customer or a third party.

## 12. GENERAL PROVISIONS

(a) **Assignment:** Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent. For the purpose of this Section the following events will be deemed an assignment: (i) any proposed sale or disposition of all or substantially all of the assets of a party; and (ii) a merger, share exchange, acquisition or any similar event which results in a change in the beneficial ownership of more than fifty percent (50%) of the voting securities of a party. Notwithstanding the foregoing, Bell may, without advance notice or Customer's consent, assign this Agreement, and have no further liability thereunder, to (i) any of its Affiliates and (ii) any person in connection with a transaction whereby any division, business unit or Affiliate of Bell is sold, re-organized or otherwise disposed of by Bell or BCE Inc., in whole or in part, and that such transaction purports to include this Agreement, provided in both cases that the assignee agrees to be bound by this Agreement and assume the obligations thereunder. Bell may also assign any receivable that arises under this Agreement, any right to receive payment related to that receivable and any interest in that receivable or right to receive payment.

(b) **Governing Law:** Bell is a federally-regulated undertaking and as such, this Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal laws and regulations of Canada, and only those provincial laws and regulations applicable to it in the province in which the address Client provided in this Agreement is located (or the

Province of Ontario if the address is outside of Canada). These terms and conditions are subject to amendment, modification or termination if required by such laws or regulations.

(c) **Interpretation & Priority of Documents:** In this Agreement, the headings are for convenience of reference only and shall not affect its construction or interpretation. If there is any conflict between the terms of these BTAC and a Tariff, if applicable to the Service, the terms of the Tariff shall govern. If there is any conflict between the terms of these BTAC and a Schedule, the terms of these BTAC shall govern unless otherwise expressly provided for in the Schedule.

(d) **Waivers:** No waiver of any provision of this Agreement shall bind a party unless consented to in writing by that party. No waiver of any provision of this Agreement shall be a waiver of any other provisions, nor shall any waiver be a continuing waiver, unless otherwise expressly provided in the waiver.

(e) **Notice:** All notices and consents provided for shall be given in writing and delivered by personal delivery, prepaid first class registered or certified mail, by regular mail or email. Delivery of notices after 4:00 PM at the address being served constitutes delivery the following day. Notices delivered by regular mail shall be deemed received on the fifth day after the notice has been mailed. The address for notice shall be (i) for Customer, the address to which Bell sends Customer's invoices and email addresses on file for Customer with Bell; and (ii) for Bell, to the business address and attention of the Bell sales representative for Customer. Customer shall notify Bell of a change in its Customer representative for email notices, billing address, and any change in its corporate name or any business or trade name used in connection with the Services.

(f) **Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions of this Agreement shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.

(g) **Survival:** Sections of these BTAC which by their nature should survive termination or expiration of this Agreement shall survive including the following: Sections, 2 (Fees and Taxes), 4(a) (Termination or Cancellation), 5 (Bell Equipment & Property; Intellectual Property), 6 (Additional Customer Obligations), 7 (Limitation of Liability & Indemnities; Disclaimer), 8 (Confidential Information; Privacy), 11 (Dispute Resolution), and this Section 12 (General Provisions).

(h) **Counterparts:** This Agreement may be signed in one or more counterparts (including through electronic signatures), each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.

(i) **No Partnership and Third-Party Beneficiaries:** Bell is an independent contractor of Customer. The Agreement shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture. Nothing in this Agreement, express or implied, shall or is intended to confer on any other person, firm or enterprise, any rights, benefits, remedies, obligations or liabilities of this Agreement, other than the parties, their respective successors or permitted assigns.