

SCHEDULE A – DEFINITIONS

“Acceptance” means, with respect to any Tested Deliverable, Milestone or Project, the acceptance of such Tested Deliverable, Milestone or Project by a GPS Entity as being in compliance with the applicable Acceptance Criteria and any other specified requirements as determined in accordance with the applicable Acceptance Tests, and **“Accepted”** has the corresponding meaning.

“Acceptance Criteria” means in respect of a Tested Deliverable, the objective criteria for Acceptance Testing with respect to such Tested Deliverable set out in a Transition Plan, Project Documentation, this Agreement, Service Order or Service Change Order.

“Acceptance Date” means a date by which a Tested Deliverable (including all of its associated components) is required to be fully completed and Accepted in accordance with Schedule EE.

“Acceptance Notice” means a written notice of acceptance of a Tested Deliverable that has passed Acceptance Testing in accordance with Schedule I.

“Acceptance Testing” or **“Acceptance Tests”** means the process by which one or more GPS Entities test or otherwise evaluate Tested Deliverables (whether individually or on an aggregate basis as part of a Milestone or Project) against Acceptance Criteria, Service Descriptions, Service Levels and such other criteria as may be identified in any test plan, Project Documentation, Service Order, Service Change Order or Transition Plan, with such assistance from TELUS as reasonably requested by any GPS Entity.

“Access Connection” means the service components from TELUS’ Point of Presence to the Site.

“Access Service” means a Service that provides access to a local exchange network for the purpose of enabling a provider to originate or terminate telecommunication services within the local exchange.

“Achieved Service Level” means the Service Level actually achieved by TELUS for the Service and measurement period in question as expressed in the same way as the Service Level for that Service is calculated and expressed in Schedule J.

“Actual Aggregate Spend” means, with respect to a Calendar Year, the actual aggregate Eligible Spend of the GPS Group during such Calendar Year.

“Activated” means, with respect to Cellular Services, that TELUS has assigned a cellular telephone number, Cellular Service Plan(s) and Cellular User Equipment (including SIM card) in its switch so that newly ordered Cellular Services become available for use by the Cellular End User, and **“Activation”** has a similar meaning.

“Ad Hoc Reporting Tools” means TELUS’ implemented suite of tools for providing ad-hoc reporting to which TELUS has agreed to provide GPS Entities access pursuant to the terms and conditions of this Agreement allowing the GPS Entities to directly initiate, and receive output, for specific customized queries against TELUS-supplied data.

“Additional BC Coverage” has the meaning given to it in section 3.3 of Attachment H9-B.

“Additional Cellular Service Plan Features” means features or additional functionality available on a Cellular Service Plan for an additional charge to be invoiced by TELUS, as identified in section 7.2 of Attachment H9-A.

“Additional iDEN (Mike) Service Plan Features” means features or additional functionality available on an iDEN Network (Mike) Service Plan for an additional charge to be invoiced by TELUS, as identified in section 7.2. of Attachment H9-B.

“Administrator” means the Entity appointed by the GPS Group pursuant to section 13.2 as such Entity is changed pursuant to section 13.2.

“Administrator Subscriber Report” has the meaning given to it in section 10.3.2 of Attachment H9-A.

“Adverse Impact” has the meaning given to it in section 9.2.3(g).

“Affected Services” has the meaning given to it in section 16.5(a).

“Affiliate” has the meaning given to it in the *Business Corporations Act* (British Columbia), and when used in connection with TELUS, means an affiliate (as so defined in the *Business Corporations Act* (British Columbia)) of TELUS Corporation and any partnership or other unincorporated association in which TELUS Corporation or any of its affiliates has a Controlling interest and includes any member of TELUS Group.

“After Hours Quick Change” has the meaning given to it in section 3.1.3 of Exhibit F5-A.

“Agreement” means this agreement, including the Schedules, all Change Orders entered into pursuant hereto and all documents expressly incorporated by reference herein (including the Price Book), as the same is collectively supplemented or amended and in effect from time to time.

“Agreement Records” has the meaning given to it in section 19.1.1(a).

“Alert and Assist Devices” has the meaning given to it in section 2.1 of Exhibit H9-A5.

“Alert and Assist End Users” has the meaning given to it in section 1 of Exhibit H9-A5.

“Alert and Assist Services” has the meaning given to it in section 1 of Exhibit H9-A5.

“Alert and Assist Portal” has the meaning given to it in section 2.1 of Exhibit H9-A5.

“Alternative Service Provider” means as between TELUS and a Terminating Entity, any Entity that the Terminating Entity has designated from time to time, as an alternative service provider of services that are equivalent to or that are replacements for any specific or all of the Services.

“Aggregate SLA” means a Service Level that is identified as an “Aggregate SLA” or “Aggregate Service Level Agreement” for the applicable Service set out in the corresponding Service Level Description.

“Annual Operating Plan” has the meaning given to it in section 18.7.1.

“Annual Value” means: (a) with respect to a Service having a variable or usage-based Fee, the total Fees paid or payable with respect to such Service in the past 12 months (provided, however, such total amount will be proportionately increased to reflect a 12 month period, if such Service has been provided for less than 12 months); and (b) with respect to a Service having a fixed monthly Fee, the then current monthly Fee for such Service multiplied by 12.

“Applicable Laws” means all applicable laws, including any statute, regulation or by-law, treaty, directive, policy having the force of law, order, judgment, injunction, award or decree of any Canadian or Provincial Governmental Authority, in Canada or in any Province in Canada, which is binding on the parties (or on one party as applicable), and in effect from time to time or are otherwise applicable to the performance of the Services, but does not include any law, statute, regulation or by-law, treaty, directive, policy having the force of law, order, judgment, injunction, award or decree of a foreign jurisdiction outside of Canada.

“Applicable Term” means, with respect to Services provided under a Service Order or Service Change Order, the applicable Service Term, or otherwise, the Full Term.

“Application” means custom developed code that runs on an IVR platform, including the Hosted IVR Platform, to enable functional capabilities.

“Approval” means, with respect to any matter, document, action or other thing to be consented to or otherwise approved, that the same action has the prior written approval of the party in question, and **“Approved”** and **“Approves”** have similar meanings.

“ASR” means Automated Speech Recognition.

“At Risk Amount” means the amount at risk for each GPS Entity which is equal to 6% of the aggregate amount payable by the GPS Entity to TELUS for the applicable Services rendered by TELUS during the Measurement Period for each Service Level Group.

“Audit Deficiency” means a material misstatement or misrepresentation by TELUS in its reporting or accounting or record keeping pursuant to this Agreement, a material failure to comply with the provisions of this Agreement including the performance of the Services, or where there has been a material failure to comply with GAAP, the Policies, Applicable Laws or fraud, gross negligence or criminal activity.

“Audio Conferencing” means a communications session which allows live exchange and mass articulation of information among persons and machines remote from one another but linked by a Telecommunications System.

“Available Services” means the services that TELUS makes available to the GPS Group pursuant to the terms of this Agreement, which as of the Effective Date are those services described in Schedule H attached hereto, as such list of services is updated or changes in accordance with the terms of this Agreement.

“Average Bouncing Busy Hour” the average of all daily busy hours measured during the traffic study period.

“Balanced Scorecard” has the meaning given to it in section 10.14.1.

“Band 4 Off-net” means regions where TELUS must inter-connect with Local Exchange Carriers’ (LECs) facilities to provide the applicable Data Services to the applicable GPS Entity Site.

“BlackBerry Services” means the Cellular Data Services that may only be accessed through the use of a BlackBerry® branded device.

“BlackBerry Enterprise Server software” or **“BES”** means a component of the BlackBerry enterprise solution, that acts as the centralized link between wireless devices, enterprise applications and wireless networks to provide an open architecture for globally extending wireless communications and corporate data to mobile users.

“BIA” has the meaning given to it in section 11.5.1(a).

“Billing Portal” means a secure site which is accessible to the GPS Entities that is provided by TELUS for the purposes of complying with its billing delivery requirements under Schedule P.

“BPS Entity” means: (a) any British Columbia governmental department, commission, board, bureau or agency, whether now or in the future constituted or existing, including, without limitation, not-for-profit entities involved in the delivery of health care services primarily located in British Columbia; and (b) any other entities or separately designated Ministry that is jointly agreed to by TELUS and the Administrator.

“BPS Service Agreement” means a “lite” version of this Agreement in a form agreed to by TELUS and the Administrator, as such form may be amended in writing by TELUS and the Administrator from time to time, each party acting reasonably.

“Branded Extranet Site” means the single security-enabled branded extranet site provided by TELUS and which is further described in Exhibit H2-A1, where GPS Entities can obtain information on the Conferencing Services.

“Broadcast Messages” means the ability of an IVR to be configured to insert a temporary message in a call flow, which is then played to all callers who reach that point in the flow.

“Business Continuity Plan” has the meaning given to it in section 11.3.1.

“Business Day” means a day other than a Saturday, Sunday or statutory holiday in British Columbia.

“Business Internet Access Service” means the Available Service described in Exhibit H5-B2 to Attachment H5-B.

“Business Internet Gateway Service” means the Available Service described in Exhibit H5-B3 to Attachment H5-B.

“Business Hours” means 8:30 AM to 4:30 PM, Pacific Time on a Business Day.

“Busy Area Code” means the busiest area code as determined by Traffic Reports for a specified time period and specified unit of measurement.

“Busy Day” means the busiest 24-hour period of a month as determined by Traffic Reports.

“Busy Hour” regarding Long Distance Services means the busiest 60-minute period of the day as determined by Traffic Reports.

“Busy Hour” regarding Conferencing Services means the period during a Business Day that generates the most Conferences.

“Calendar Year” means each twelve (12) month period commencing on January 1 of a particular year and ending on December 31 of the same year, except that the following will apply, as applicable:

- (a) the first “Calendar Year” will be a partial “Calendar Year” commencing on the Effective Date and ending on December 31 of the same year; and
- (b) the final Calendar Year will be a partial “Calendar Year” commencing on January 1 in the final year and ending on Termination of this Agreement.

“Call Back” means a feature that allows a caller the option of leaving his/her name, call back number, and preferred call back time if the estimated wait time for transfer to an agent as presented to the caller is unacceptable to the caller.

“CallCentreAnywhere Services” means a Service which provides access to a hosted switching application which utilizes capabilities of the PSTN and the Internet through a web portal to provide call centre functionality.

“CallCentreAnywhere Service Demarcation” has the meaning given to it in Attachment S-3.

“Calling Card Services” means the Available Services described in Attachment H1-B to Schedule H.

“Campaign” means an outbound notification event that allows the Province to simultaneously disseminate information to multiple stakeholders.

“Cancel” means, with respect to a Service, the cancellation or removal of such Service from the Services currently being provided by TELUS under this Agreement, including as a result of the termination of this Agreement or a Service Order, and **“Cancelled”** and **“Cancellation”** have similar meanings.

“CDMA” means a code division multiple access, being a method for transmitting simultaneous digital signals over a shared portion of the spectrum.

“CE Transition” has the meaning given to it in section 5.1.1.

“CE Data Services” means any Available Services described in Attachment H5-E (STS WAN L3 VPN Services) to Schedule H of this Agreement.

“CE Transition Services” means the Services to be provided by TELUS as set out in Schedule OO of this Agreement.

“CEID” means Context Engine Identifier.

“CellAsyst” means a reporting solution for Cellular Services provided by TELUS for subscribers on TELUS’ cellular network.

“Cellular Data Services” means any Cellular Service that can be used for data communication.

“Cellular Dynamic Component” has the meaning given to it in section 5.11.1 of Attachment H9-A.

“Cellular End User” means any individual authorized by a GPS Entity to use the Cellular Services.

“Cellular LAN Service” means a cellular LAN Service that provides a secure connection between Cellular User Equipment and a GPS Entity LAN or pre-defined network devices.

“Cellular Price Review” has the meaning given to it in section 16.4.1.

“Cellular Service Plan” means a package of Cellular Services that provides for activation, subscriber identity module card if applicable, and specifies the monthly charges, the basis on which time usage will be charged and the amount of those charges, the Services included in the package, and any other Services for which there will be additional charges and the amounts of those charges.

“Cellular Services” means the Available Services described in Attachment H9 to Schedule H.

“Cellular Software and Custom Application” means any Software or other custom application included, in some cases for an additional Fee, as part of the Cellular Services.

“Cellular Secondary Provider” has the meaning given to it in section 10.2.1 of Attachment H9-A.

“Cellular Service Market Additions” has the meaning given to it in section 5.11.1 of Attachment H9-A.

“Cellular TELUS GPS Entity Portal” means an Internet website developed and provided by TELUS specifically for access by and the use of the GPS Entities in connection with the provision of the Cellular Services.

“Cellular User Equipment” means a device used in accessing the Cellular Services (e.g. cellular telephone).

“Cellular TELUS GPS Entity Portal” means an Internet website developed and provided by TELUS specifically for access by and the use of the GPS Entities in connection with the provision of the Cellular Services.

“Cellular Voice Services” means any Cellular Service that can be used for voice communication.

“Central Office” or **“CO”** means a TELUS building from which telecommunication services are delivered to GPS Entities and other TELUS customers.

“Centrex Line” means a local access loop from the Centrex Service Demarcation- to a Customer Group at a TELUS central office, or a virtual loop within a TELUS central office for which a Centrex Line charge is applicable and, as the context requires, may refer to Centrex multiline service line.

“Centrex Multiline Service” means the Centrex Service associated with the connection of a Centrex Line to a multiline device which enables the Centrex Line to be used in concentrating, multiplexing or hunting arrangements. Multiline devices include key systems, PABX systems, modem pools, voice processing systems, multimedia systems and standalone automatic call distribution systems but do not include Centrex Service single line telephone sets and multiline business telephone sets

“Centrex Services” means a hosted and managed voice communications Service that emulates key and PABX system operation through switching hardware and software in a TELUS central office and local access facilities extending from TELUS central office to the applicable Sites.

“Centrex Service Demarcation” has the meaning given to it in Attachment S-3.

“Change Order” has the meaning given to it in section 9.6.1.

“Change Process” has the meaning given to it in section 9.2.2.

“Change Request” has the meaning given to it in section 9.2.2.

“Change Window” has the meaning given to it in Schedule RR.

“Chronic Failure” has the meaning given to it in section 10.9.1.

“Chronic Failure Remediation Plan” has the meaning given to it in section 10.9.1.

“Circuit” means any network connection, whether point to point or multi-point, regardless of nature or type of media used for such connection including, as applicable, wireless connections and demarcation devices.

“CityWest” means CityWest Telephone Corporation.

“City Wide Centrex” means an overlay network service which supports the ability to link multiple Sites, back to TELUS’ central office switch, even though the Sites are in different geographic areas, which enables the creation of one Customer Group and the ability to offer 4-5 digit dialling.

“CIU” means customer interface unit.

“Claims” means any and all claims, legal or other proceedings, suits, actions, causes of action, losses, damages, liabilities, costs and expenses (whether accrued, actual, contingent, latent or otherwise), and all reasonable legal fees suffered or incurred by an Entity.

“Client Access License” or **“CAL”** means a license that gives a user the right to access the services of a BES.

“Clock Start Time” means, in respect of an Incident, the earlier of the time when: (i) the GPS Entity notifies TELUS of the Incident; or (ii) TELUS identifies or becomes aware of the Incident or ought to have identified the Incident. Where an automated proactive alarm generates a Trouble Ticket with respect to an Incident, TELUS will be deemed to be aware of the Incident upon the Trouble Ticket being generated.

“Clock Stop Time” means, unless otherwise specified in respect of a particular Service Level, the time when it is confirmed by the GPS Entity that the Incident has been Restored or Resolved and it is so noted in the Trouble Ticket System.

“Community-based Fibre Services” means data services provided using community or municipality owned dark fibre networks, including, as of the Effective Date, the dark fibre networks owned by Columbia Mountain Open Network (CMON), the City of Penticton and the City of Coquitlam.

“Compelled Party” has the meaning given to it in section 22.4.1.

“Conference” means the exchange of information among multiple people and machines remote from one another but linked by a Telecommunications System.

“Conferencing Services” means any Available Services described in Attachment H2 to Schedule H of this Agreement.

“Confidential Information” means GPS Confidential Information and TELUS Confidential Information.

“Connecting BC Agreement” means the Connecting BC Agreement dated as of the Effective Date between TELUS and the Province.

“Contract Year” means the twelve (12) month period commencing on the Effective Date and each twelve (12) month period commencing on each anniversary of the Effective Date thereafter provided, however, that the final Contract Year will end upon Termination of this Agreement.

“Control” means: (a) in relation to a corporation, the beneficial ownership at the relevant time of shares of such corporation carrying more than 50% of the voting rights ordinarily exercisable at meetings of shareholders of the corporation where such voting rights are sufficient to elect a majority of the directors of the corporation; and (b) in relation to a partnership, limited liability company or joint venture, the beneficial ownership at the relevant time of more than 50% of the ownership interests of the partnership, limited liability company or joint venture in circumstances where it can reasonably be expected that the Entity can direct the affairs of the partnership, limited liability company or joint venture and **“Controlling”** has the corresponding meaning.

“Converged Edge” or **“CE”** means the TELUS' network architecture, also referred to as 'Routed Edge', and which is the underlying technology for the provision of Data Services via the TELUS Data Network.

“Core Services” means the initial services that are contemplated in Initial Service Order Commitments, as changed by Service Orders and Service Change Orders pursuant to section 7, together with any other Available Services which TELUS provides to the GPS Entities during the Full Term in accordance with the terms of this Agreement.

“Counter Service Retailer” means a Retailer which provides Standard Retail Services.

“CPE” means 'Customer Premise Equipment' and refers to a TELUS-owned and managed router or similar device which is the last device in a network segment providing service to a GPS Entity Site.

“Critical Threshold” has the meaning given to it in section 8 of Schedule J.

“Crisis Management Conferencing Services” means the Available Services described in Attachment H2-E to Schedule H.

“CRTC” means the Canadian Radio-television and Telecommunications Commission or its successors having jurisdiction to regulate telecommunications pursuant to the *Telecommunications Act* (Canada).

“CTI” or **“Computer-telephony integration”** means, the ability of a phone system or IVR to display information about a call through an Application on an agent's computer.

“Custom Carrier Internet Direct Service” means the Available Service described in Exhibit H5-B1 to Attachment H5-B.

“Customer Interface Unit” or **“CIU”** means CPE.

“Customer Group” means is an allocation of switch resources (hardware and software) for a specific Centrex customer and is the equivalent of the key system or PBX CPU/common equipment but instead resides within TELUS' central office.

“Customer of Record” means the responsible party for a Site which acts as a contact point for TELUS when TELUS needs to notify such party with respect to providing relevant information such as outages, threat releases, billing information, etc.

“Data Loss Prevention Service” means a future Available Service that will be described in a future Exhibit H5-B13 to Attachment H5-B.

“Data Services” means any Available Services described in Attachment H5 to Schedule H of this Agreement.

“Deficiency” means a failure of the Work, Services or other undertaking performed by TELUS to meet the specifications and standards set out in the Service Order or the Change Order, as applicable, the installation standards set forth in Schedule S, the Service Descriptions in respect of the applicable Available Service or as otherwise set out or referenced in this Agreement.

“Demarcation Point” means, with respect to an Available Service, the Service specific definition set forth in this Agreement corresponding to such Service, or where not otherwise specifically defined, the point of interconnection between a GPS Entity facility and the Network.

“Designated Arbitrator” means the arbitrator selected, in accordance with the terms of this Agreement, from the list of arbitrators set forth in Schedule Y.

“Designated Entity Unit” or **“DEU”** means a department, authority, unit, organization or other subdivision within a GPS Entity designated by such GPS Entity for the receipt of invoices for the corresponding Services.

“Designated Security Prime” has the meaning given to it in Schedule R.

“Disconnect Fee” means Fees expressly defined as such in the Price Book for Data Services and Voice Services, respectively.

“Discount Off List” means, with respect to Data Services (excluding Security Services) and Voice Services (excluding Hosted IVR Services), the discounts off TELUS list pricing for such Services determined in accordance with the methodology set out in the Price Book.

“Disaster Recovery Plan” has the meaning given to it in section 11.3.1.

“Dispute” means a dispute, claim, question, difference or disagreement between TELUS on one hand, and one or more GPS Entities or the Administrator on the other hand, arising out of or related to the Services or the Agreement.

“Dispute Resolution Process” means the dispute resolution process set out in section 28.

“Disputed Services” has the meaning given to it in section 16.3.1(n)(i).

“DID” means direct in dial.

“Directed Speech” means caller is provided direction on what he or she can say (e.g. "If you want to order a product say 'Product orders'").

“Distribution System” means the in-premise cabling system, including outlets, cross-connect frames, horizontal cable, vertical cable and any other components used to connect any Services with GPS Entity equipment at a Site. It includes the network connection to the Demarcation Point.

“DNIS” or **“Dialled Number Identification Service”** means a system or feature that allows identification of the dialled telephone number to determine how to answer an inbound call. In the IVR system it is used as routing information, determining which script or service should be played, and allows the IVR system to know which service to provide the caller.

“Documentation” means any documentation created by or for TELUS or the GPS Entities or otherwise used in respect of the Services including designs, schematics, process maps, workflow charts, relevant policy and procedure documentation, technical information and technical descriptive documentation of current configurations, Internet Protocol QoS settings, VLAN/VPN information, Internet Protocol routing protocols, information and configuration settings, toll free routing and configurations, and gateway interconnection and configuration information, as applicable.

“DS0” means Digital Signal 0 (DS0) which is a basic digital signaling rate of 64 kbit/s, corresponding to the capacity of one voice-frequency-equivalent channel.

“DTMF” means dual-tone multi-frequency tones.

“Due Date” means: (a) the date on which TELUS agrees to complete the installation, upgrade, rearrangement, removal or other Work as described in the relevant Service Order; or (b) the maximum time for TELUS to complete the installation, upgrade, rearrangement, removal or other Work, as the case may be, and used to establish applicable Service Levels.

“EBOD” means the Electronic Billing Output Data files.

“ECFs” has the meaning given to it in section 10.4.1 of Attachment H9-A.

“Effective Date” has the meaning given to it in section 2.1.1.

“Electronic Invoice” means the electronic billing details record supplied by TELUS that is produced by TELUS’ EBOD system.

“Eligible Spend” has the meaning given to it in Schedule MM.

“Employee Purchase Plan” or **“EPP”** means a Cellular Service Plan and Additional Cellular Service Plan Features (as applicable) that are offered by TELUS to GPS Entity employees for which employees are personally liable, at discounted pricing due to their employment relationship with a GPS Entity, based on TELUS’ standard employee purchase plan pricing, features and plans (including applicable terms and conditions) offered nationally by TELUS to its largest corporate customers.

“Enhanced Price Review” has the meaning given to it in section 16.3.1.

“Entity” means any natural person, corporation, division of a corporation, partnership, joint venture (which includes a co-ownership), association, company, estate, unincorporated organization, society, trust, government, agency or Governmental Authority.

“Evaluator” has the meaning given to it in section 16.3.1(a).

“Event Conferencing Services” means the Available Services described in Attachment H2-C to Schedule H.

“Event of Default” has the meaning given to it in section 31.1.1.

“Event of Insolvency” means the occurrence of any one of the following events regarding TELUS, any member of TELUS Group and Entities who have Control of them:

- (a) if such Entity:
 - (i) other than in connection with a bona fide corporate reorganization which does not otherwise contravene this Agreement, is wound up, dissolved, liquidated or has its existence terminated or has any resolution passed therefor or makes a general assignment for the benefit of its creditors or a proposal under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally, domestic or foreign, including the *Bankruptcy and Insolvency Act* (Canada);
 - (ii) makes an application to the applicable court for a compromise or arrangement under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally, domestic or foreign, including the *Companies’ Creditors Arrangement Act* (Canada); or
 - (iii) files any written request, application, answer or other document seeking or consenting to any re-organization, arrangement, composition, re-adjustment, liquidation or similar relief for itself under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally, domestic or foreign, including any notice of intention to make a proposal pursuant to the *Bankruptcy and Insolvency Act* (Canada);

- (b) if a court of competent jurisdiction enters an order, judgment, or decree against such Entity which approves or provides for any reorganization, arrangement, composition, re-adjustment, liquidation, dissolution, winding up, termination or existence, declaration of bankruptcy or insolvency or similar relief with respect to such Entity, under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally and such order, judgment, or decree remains unvacated and un-stayed for an aggregate period of sixty (60) days (whether or not consecutive) from the date it is made;
- (c) if any trustee in bankruptcy, receiver, receiver and manager, liquidator or any other officer with similar powers is appointed for or with respect to such Entity and that appointment remains in effect for an aggregate period of sixty (60) days (whether or not consecutive) from the date of the appointment; or
- (d) if an encumbrance or anyone acting on behalf of an encumbrancer takes possession of all or substantially all of the property of such Entity and remains in possession for an aggregate period of sixty (60) days (whether of not consecutive) from the first date of the taking of possession.

“Exchange Service Demarcation” has the meaning given to it in Attachment S-3.

“Exchange Services” means any Available Services described in Attachment H3-B.

“E164” means a 10-digit phone number.

“Excused Event” has the meaning given to it in section 10.10.1.

“Expedited Disputes” means those Disputes which are expressly designated in this Agreement as being Expedited Disputes and therefore resolved in accordance with section 28.4.

“Extended Services” has the meaning given to it in section 32.4.1.

“External Personnel” means employees or contractors of any member of TELUS Group other than TELUS.

“Facility” is any physical apparatus, device, line, network segment, or other thing that is used or is capable of being used for telecommunication service or for any operation directly connected with telecommunications.

“Failure Notice” means a written notice of rejection of a Tested Deliverable that has failed Acceptance Testing in accordance with Schedule I.

“Fees” has the meaning given to it in section 16.1.1.

“Financial Information” has the meaning given to it in section 22.2.3.

“Fixed Broadband Wireless WAN Service” means the Available Service described in Exhibit H5-E12 to Attachment H5-E.

“FOIPPA” means the *Freedom of Information and Protection of Privacy Act* (British Columbia) as amended from time to time.

“Force Majeure Event” means the occurrence of one or more of the following events:

- (a) explosions, fires, floods, earthquakes, catastrophic weather conditions or other elements of nature or acts of God;
- (b) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage;
- (c) failures or fluctuations in electrical power or other similar public utilities; and
- (d) other events which the parties expressly agree in writing as constituting a “Force Majeure Event”;

that in each case is beyond the reasonable control of a party, and that interferes with, delays or prevents performance of the obligations of a party under this Agreement, provided that the non-performing party is without fault in causing or failing to prevent such occurrence, and such occurrence cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans or other similar means (including, with respect to TELUS, by TELUS meeting its business continuity and disaster recovery obligations described in this Agreement).

For greater clarification, a “Force Majeure Event” will specifically exclude: (1) any Labour Disruption; (2) lack of financial capacity; (3) and any non-performance or other similar failure on behalf of a Subcontractor unless such non-performance or similar failure results from one or more of the events described in paragraphs (a) to (d) above that is beyond the reasonable control of the Subcontractor, and that interferes with, delays or prevents performance of the obligations of the Subcontractor, provided that the non-performing Subcontractor is without fault in causing or failing to prevent such occurrence, and such occurrence cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans or other similar means; and (4) any Regulatory Event.

Notwithstanding the requirements for Force Majeure Events set out above, the parties agree that the following events will each constitute a “Force Majeure Event” for the GPS Group (each, a **“Special Force Majeure Event”**):

- (e) a Claim by a third party against any of the GPS Entities, other than a Claim of negligence resulting from any actions or omissions of a GPS Entity under this Agreement or a Claim the GPS Entity has failed to comply with an obligation under the Agreement, that results in an order requiring that this Agreement or any Service under this Agreement be terminated in whole or in part; and
- (f) one or more third party Claims against one or more of the GPS Entities, other than any Claims of negligence resulting from any actions or omissions of a GPS Entity under this Agreement or Claims for failures to comply with an obligation under this Agreement, that likely will result in an order for Losses in aggregate in excess of \$500,000, which could be mitigated if this Agreement or any Services under this Agreement were terminated in whole or in part, as reasonably determined by the Administrator.

For the purposes of a Special Force Majeure Event only, while the GPS Entities will have conduct of proceedings with respect to any third party Claims, in order to rely upon such Claims being treated as a Special Force Majeure Event the GPS Entities will take advantage of all

reasonable grounds to contest or appeal such Claims and only proceed to mitigate in the manner described above after all such reasonable grounds to contest or appeal have been fully pursued.

“Foreign Employed Individuals” means individuals who have entered into an employment agreement or other similar agreement for the provision of personal services thereunder, whether express or implied by law, with an Entity that is not a Canadian Entity.

“Foreign Controlled” means, with respect to TELUS, that TELUS is not compliant with the foreign ownership and control restrictions set out under the *Telecommunications Act* (Canada), as in effect as of the Effective Date.

“Full Service Retailer” means a Retailer which provides Standard Retail Services and provides (1) repairs for Cellular User Equipment; (2) onsite upgrades to software and the preferred roaming lists; (3) phonebook transfers for Cellular User Equipment; (4) in vehicle installation of Cellular User Equipment; and (5) recycling of Cellular User Equipment.

“Full Term” has the meaning given to it in section 10.1.1.

“Fully Meshed Internet Gateway Service” means a future Available Service that will be described in a future Exhibit H5-B4 to Attachment H5-B.

“GAAP” has the meaning given to it in section 1.2.2.

“Governance Chart” has the meaning given to it in Schedule K.

“Governance Process” means the interactions between the parties through the established governance channels and processes described in Schedule K, as applicable.

“Governmental Authority” means any court or governmental department, commission, board, bureau, agency, or instrumentality of Canada, or of any province, state, territory, county, municipality, city, town, or other political jurisdiction whether domestic or foreign and whether now or in the future constituted or existing having or purporting to have jurisdictions over the business that is the subject of the Services or over any party to this Agreement, including, without limitation, the CRTC.

“GPS Confidential Information” has the meaning given to it in section 22.1.1.

“GPS Default” has the meaning given to it in section 31.7.1.

“GPS Dependencies” has the respective meanings set out section 4.3.1, Schedule I and Schedule OO.

“GPS Dependency Target Date” has the respective meanings set out section 4.3.1, Schedule I and Schedule OO.

“GPS Disaster” means any event or circumstance that adversely affects or disrupts (or has the potential to adversely affect or disrupt) the Services, or the ability of TELUS or its Subcontractors to otherwise comply with the terms of this Agreement or the ability of any GPS Entity to otherwise operate its business, including, without limitation, any Force Majeure Event or Labour Disruption.

“GPS End User” means the GPS Group and all employees, contractors, agents, clients, customers and other users of the Services.

“GPS Entities” means the Initial GPS Entities along with such other BPS Entities that become a party to this Agreement pursuant to section 30.3, and any Affiliates of such parties which are expressly designated from time to time by such parties, and **“GPS Entity”** means any of such Entities.

“GPS Entity Approved Cellular User Equipment List” means the list (posted on the Cellular TELUS GPS Entity Portal) of Cellular User Equipment models that complies with the requirements of section 5.6 of Attachment H9-A and is approved by the Administrator for purchase by the GPS Entities directly from TELUS or through Retailers.

“GPS Entity Billing Single Point of Contact” means the single individual or interface within a GPS Entity that is designated a GPS Entity for the receipt of Hard Copy Paper Invoice for the corresponding Services.

“GPS Entity Contact List” has the meaning given to it in section 8 of Schedule N.

“GPS Entity Cellular Content” has the meaning given to it in section 8.3 of Attachment H9-A.

“GPS Entity iDEN Content” has the meaning given to it in section 8.3 of Attachment H9-B.

“GPS Entity Lead Representative” has the meaning given to it in Schedule K.

“GPS Entity L2 MAN” means a single metropolitan area network of a GPS Entity using L2 TELUS Data Network services.

“GPS Entity L3 MAN” means a single metropolitan area network of a GPS Entity using L3 TELUS Data Network services.

“GPS Entity Reporting Single Point of Contact” means the single individual or interface within a GPS Entity that is designated by a GPS Entity for the receipt of reports for the purposes of Schedule M.

“GPS Entity WAN” means GPS Entity’s Sites interconnected by TELUS’ WAN services in different metropolitan areas with respect to Initial Data Services.

“GPS Fiscal Year” means each twelve (12) month period commencing on April 1 of a particular year and ending on March 31 of the immediately following year, except that the following will apply, as applicable:

- (a) the first “GPS Fiscal Year” will be a partial “GPS Fiscal Year” commencing on the Effective Date and ending on March 31, of the immediately following year; and
- (b) the final GPS Fiscal Year will be a partial “GPS Fiscal Year” commencing on April 1 in the final year and ending on Termination of this Agreement.

“GPS Group” means all of the GPS Entities.

“GPS Group Intellectual Property” means: (i) all Intellectual Property owned by any GPS Entity prior to the Effective Date; (ii) New Material; (iii) all Intellectual Property created by a GPS

Entity during the Full Term; (iv) all Intellectual Property created for a GPS Entity other than by TELUS; and, for clarity, (v) all IP addresses acquired or obtained by TELUS in respect of the Services or that are provided to TELUS by or on behalf of any GPS Entity.

“GPS Group Security Policies” has the meaning given to it in Schedule R.

“GPS Indemnified Parties” has the meaning given to it in section 26.1.1.

“GPS Indemnified Party” has the meaning given to it in section 26.1.1.

“GPS Originated Materials” means Material or other information in any format or media that has been provided by or on behalf of one or more GPS Entities to TELUS or any Subcontractor as a result of this Agreement.

“GPS Provided Equipment” means telecommunications equipment owned by a GPS Entity and used in connection with the Services.

“GPS Subscriber Group” has the meaning given to it in section 10.1 of Attachment H9-A.

“GPS Surveys” has the meaning given to it in section 10.12.1(a)(i).

“GST” means the tax imposed under Part IX of the *Excise Tax Act* (Canada) as the same may from time to time be amended or replaced.

“Grandfathered” means the feature or service is no longer available as a new offering and which cannot be ordered by a GPS Entity except pursuant to an initial Service Order that orders such Services to replace the same type of services that the GPS Entity is already receiving as of immediately prior to the Effective Date.

“Hard Copy Paper Invoice” means the paper copy of an invoice in a form and format mutually agreed to by the parties, provided that the form and format of such an invoice used by TELUS with a GPS Entity prior to the Effective Date for the applicable services will be deemed to be acceptable to such GPS Entity and TELUS for the corresponding Services under this Agreement.

“Hardware” means hardware, mainframes, personal computers, servers, client/server stations, network equipment, routers, cables (including fibre optic cables), circuits, patch panels, switches, semi-conductor chips, embedded Software, communication lines and other equipment (including other data transport, telecommunication and network infrastructure).

“Hardware and Software Procurement Services” means the Services described in Attachment H10 to Schedule H of this Agreement.

“Harmonized Sales Tax” or **“HST”** means harmonized federal and British Columbia provincial sales taxes under one administration pursuant to tax coordination agreements between the Governments of Canada and British Columbia, as the same may from time to time be amended or replaced.

“High Level Overall Transition Plan” means the high level overall plan attached hereto as Schedule II, which sets out, among other things, a summary of the scope of Transition Services, estimated timelines, GPS Dependencies and certain governance principles.

“High Usage Voice” means cellular voice usage of more than 200 weekday minutes per month.

“Hosted IVR Platform” has the meaning given to it in section 2.1 of Attachment H3-C.

“Hosted IVR Services” means any Available Services described in Attachment H3-C to Schedule H of this Agreement.

“Hosted Telephony Services” means any Available Services described in Attachment H3-A.

“Hosting Facility” means the environment/facility where the Hosted IVR Platform hosts the Applications.

“iDEN” means the integrated digital enhanced network wireless technology from Motorola which provides the capabilities of a digital cellular telephone, two-way radio, alphanumeric pager and data/fax modem in a single network.

“iDEN Data Services” means any iDEN Network (Mike) Service that can be used for data communication.

“iDEN End User” means any individual authorized by a GPS Entity to use the iDEN Network (Mike) Services.

“iDEN (Mike) Service Plans” means a package of iDEN Network (Mike) Services that provides for activation, and specifies the monthly charges, the basis on which time usage will be charged and the amount of those charges, the services included in the package, and any other services for which there will be additional charges and the amounts of those charges.

“iDEN Network Evolution” has the meaning given to it in section 9.1 of Attachment H9-B.

“iDEN Network Evolution Date” has the meaning given to it in section 9.1.1 of Attachment H9-B.

“iDEN Network Evolution Requirements” has the meaning given to it in section 9.1.2 of Attachment H9-B.

“iDEN Network Evolution Plan” has the meaning given to it in section 9.1.4 of Attachment H9-B.

“iDEN Network (Mike) Services” means the Available Services described in Attachment H9-B to Schedule H.

“iDEN Priority Services” means those iDEN Network (Mike) Services described on Exhibit HB-4 to Attachment H-9B

“iDEN Orphaned Products” has the meaning given to it in section 9.1.2 of Attachment H9-B.

“iDEN Voice Services” means any iDEN Network (Mike) Service that can be used for voice communication.

“In Scope Cellular Services” has the meaning given to it in section 10.2.4 of Attachment H9-A.

“In Scope Subscribers” has the meaning given to it in section 10.2.4 of Attachment H9-A.

“Incident” means errors in the delivery of Services, malfunctions, irregularities or any other failure or other degradation of all or part of the Services that results in the Services not conforming to or performing in accordance with all or part of the applicable Specifications or to provide the Services in accordance with this Agreement, including the applicable Service Levels, and any Security Breach.

“Incident Ticket” means a service ticket that is initiated when an Incident is reported and that is assigned a unique identification number and provides information to the GPS Entity or user, or the nature of the problem, the status and any other information that may be useful for identifying, tracking, monitoring and reporting on the specific Incident as well as on Incidents more generally.

“Implementation Date” means, with respect to a Transition Project, the Milestone Date by which TELUS must complete such Transition Project, by having all Milestones and Tested Deliverables with respect thereto Accepted by the GPS Entities involved in such Transition Project (or the Administrator if the entire GPS Group is involved), as set out in the Transition Plan for such Transition Project and as may be adjusted in accordance with this Agreement.

“Incident” means errors in the provision of Services, malfunctions, irregularities or any other failure or other degradation of all or part of the Services that results in the Services not conforming to or performing in accordance with all or part of the applicable specifications or requirements for the Services or to provide the Services in accordance with this Agreement, including the applicable Service Levels, and any breach of Security Obligations.

“In-conference Support” has the meaning given to it in section 2.2 of Attachment N2.

“Industry Standards” means the standards and common practices within the applicable service industries, including the telecommunications service industry, in North America for services that are reasonably comparable to the Services, including any standards as specified in any Schedules.

“Individual Service” means a Service to which an Individual Service Based SLA applies during the applicable Measurement Period and for which the corresponding Individual Service Fee is at risk for Service Level Failure in respect of such Service.

“Individual Service Fee” means the aggregate amount payable by the GPS Entity to TELUS for a particular Individual Service to which an Individual Service Based SLA applies during the applicable Measurement Period.

“Individual Service Based SLA” means a Service Level that is identified as a “Individual Service Based SLA” or “Circuit Based Service Level Agreement” for the applicable Service set out in the corresponding Service Level Description.

“Initial Data Services” means any Available Services described in Attachment H5-A to Schedule H of this Agreement.

“Initial GPS Entity” has the meaning set out on the first page of the main body of this Agreement.

“Initial Service Tower Commitment” has the meaning given to it in section 7.1.1.

“Initial STC Term” has the meaning given to it in section 7.2.1.

“Intellectual Property” means intellectual property of whatever nature and kind, including all domestic and foreign trademarks, business names, trade names, domain names, trading styles, logos, patents, trade secrets, industrial designs and copyrights, whether registered or unregistered, and all applications for registration renewals, modifications and extensions thereof, and inventions, formulae, product formulations, processes and processing methods, technology and techniques, know how, trade secrets, research and technical data, studies, finding, algorithms, instructions, guides, manuals and designs, in all cases whether patented and patentable and whether or not fixed in any medium whatsoever and manuals.

“Intellectual Property Rights” means all rights in intellectual property of any kind, whether or not registered or registerable, including rights in:

- a. copyright and the benefit of any waivers of moral rights;
- b. patents;
- c. industrial designs;
- d. trade-marks and trade names;
- e. integrated circuit topographies;
- f. domain names;
- g. database rights;
- h. trade secrets and proprietary information; and
- i. any applications, registrations, renewals, extensions, continuations, divisions, reissues and restorations relating to any intellectual property (where applicable), now or hereafter in force and effect throughout the world.

“Internet and Security Services” means the Available Services described in Attachment H5-B to Schedule H.

“Internet Caching Service” means a future Available Service that will be described in a future Exhibit H5-B6 to Attachment H5-B.

“Internet Services” means the Available Services described in Exhibits H5-B1, H5-B2 and H5-B3 to Attachment H5-B.

“IP” means Internet Protocol.

“IP Trunking” has the meaning given to it in section 5.7 of Attachment H3-B.

“ITIL” means the Information Technology Infrastructure Library, being a library of standards managed by the ITIL Certification Management Board, which itself is composed of the United Kingdom's Office of Government Commerce, IT Service Management Forum International and two examinations institutes (EXIN (based in the Netherlands) and ISEB (based in the United Kingdom)), and any successor standard thereto.

“IVR” or **“Interactive Voice Response”** means a computerized system that allows callers to interact with and receive information from a database using speech and touch-tone signals.

“IVR Non-Paper Summary Invoice” means an electronic replica of the Hard Copy Paper Invoice for Hosted IVR Services substantially in the form set out in Exhibit P3-C1 that is in PDF format, includes the identical billing information, covers the identical billing period, and retains the same level of detail and appearance, as the corresponding Hard Copy Paper Invoice and otherwise complies with the requirements of Schedule P.

“IVR Personalization” means an IVR which is able to change the call flow based upon the identity of the caller.

“IVR Project Plan” has the meaning given to it in section 3.11 of Exhibit F3-B.

“IVR Service Demarcation” means: (a) for IVR Applications which utilize a dedicated Province network connection, the IVR platform in the Hosting Facility; (b) for Internet connectivity, an Internet point of presence in the Hosting Facility; and (c) for telephone calls routed to Hosted IVR Service and telephone calls initiated by the IVR Application, PSTN connectivity in the Hosting Facility.

“IVR SOW” has the meaning given to it in section 3 of Exhibit F3-B.

“IVR Renewal Termination Percentage” has the meaning given to it in section 7.2.3 (c).

“IX” means Inter-Exchange which is a measured distance between two TELUS local exchanges within British Columbia.

“Joint Executive Governance Committee” or **“JEGC”** has the meaning given to it in Schedule K.

“Key Roles” means the Personnel designated as **“key roles”** in Schedule L, as such list is revised in accordance with this Agreement.

“Labour Disruption” means a labour dispute, lockout, strike or other industrial action or labour strife, whether direct or indirect and whether lawful or unlawful.

“LAN” means local area network.

“Layer 3” or **“L3”** means the network layer of the seven-layer OSI model of computer networking.

“LBS” has the meaning given to it in section 2.2 of Exhibit H9-A5.

“Lien” means any lien, security interest, mortgage, pledge, encumbrance or other charge of any kind.

“Long Distance Services” means any Available Services described in Attachment H1 to Schedule H of this Agreement.

“Losses” means the aggregate of any and all claims, proceedings, suits, actions, losses, damages, liabilities, assessments, levies, duties, finds, expenses, judgments, and costs

(including legal fees and costs) of every kind and nature, and **“Loss”** means any of the foregoing.

“Low Usage Voice” means cellular voice usage of 200 weekday minutes per month or less.

“Major Service Order” has the meaning given to it in Exhibit F3-A.

“MAN” means metropolitan area network.

“Mandatory Change” has the meaning given to it in section 9.5.

“Mandatory Change Request” has the meaning given to it in section 9.5.2.

“Machine-to-Machine Services” has the meaning given to it in section 5.3.3 of Attachment H9-A.

“Maintenance Access Line” means an analog phone line connected to the CPE device that provides TELUS the ability to access the CPE device for diagnostics purposes in the event of a Network outage.

“Managed CPE Option” has the meaning given to in Exhibit H5-A7 to Attachment H5-A.

“Managed Firewall Service” means the Available Service described in Exhibit H5-B10 to Attachment H5-B.

“Managed Network Intrusion Prevention Service” means the Available Service described in Exhibit H5-B7 to Attachment H5-B.

“Managed Security Services Portal” means a TELUS managed Web portal that delivers security health reports for all TELUS managed security appliances and services. The portal provides pre-built reports, trends, summary views, comparative analyses and detailed lists of security logs and events.

“Managed Web Security Service” means the Available Service described in Exhibit H5-B8 to Attachment H5-B.

“Material” means findings, Software, data, specifications, drawings, reports, documents, any property such as database backups, Site and facilities records, network diagrams, network design particulars and any other material, whether complete or not, including any records and any configuration, standards and settings to the Network.

“Material Adverse Change” means any event or circumstance that would reasonably be determined to prevent TELUS from providing material portions of the Services in accordance with the terms of this Agreement or otherwise being unable to comply with any material obligations under this Agreement.

“Material RC Spend Deficiency” has the meaning given to it in section 16.6(b).

“Material Termination” has the meaning given to it in section 32.1.1.

“Maximum Busy Hour” the busiest single hour during the traffic study period.

"MCSA" means the Master Competitive Services Agreement between TELUS, TELUS Services Inc. and the Initial GPS Entities effective as of March 23, 2005, as amended and restated on March 31, 2007, as further amended and restated July 9, 2008, and as further amended thereafter.

"Measured Services" means Services to which Service Levels will apply and, for greater certainty, Measured Services will include any Services under this Agreement for which there is a Service Level Description.

"Measurement Period" means with respect to a Service Level, the period of time identified as the "Measurement Period" for the applicable Service set out in the corresponding Service Level Description.

"Message Relay Service" means a Service that provides a deaf, hard of hearing, or speech impaired user, with the ability to communicate with other users through the use of a Teletypewriter (TTY), and a hearing user to communicate with a user who uses a TTY, anywhere is in the world.

"Microsoft" means Microsoft Corporation.

"Microsoft Terms of Service" means the terms and conditions for the Microsoft Office Live Meeting set out in Exhibit H2-D1 to Attachment H2-D.

"MIKE" means TELUS' cellular network using Motorola 's proprietary iDEN technology.

"Mike Public Network Services" means the iDEN Network (Mike) Services provided by TELUS on its commercially available iDEN network and more fully described in Attachment H9-B.

"Mike User Equipment" means a device used in accessing the iDEN Network (Mike) Services (e.g. cellular telephone).

"Milestone" means a collection of Tested Deliverables along with any other deliverables, services or other performance obligations or objectives of TELUS described as such in any part of a Transition Plan or otherwise described in this Agreement, Project Documentation, a Service Order or Service Change Order.

"Milestone Date" means a date by which a Milestone (including all of its associated components) is required to be fully completed and accepted in accordance with Schedule EE or Schedule I, as applicable.

"Minor Service Order" has the meaning given to it in Exhibit F3-A.

"Moderator" means the Subscriber who initiates a Conference.

"Monthly Performance Report" has the meaning given to it in section 5.2 of Schedule J.

"MPN" means Mike Private Network which is a iDEN Network (Mike) Service which has been customized for use by a GPS Entity.

"MPLS IP Wireless Service" has the meaning given to it in section 1 of Exhibit H9-A4.

“MPN Mobile Radio Services” means the iDEN Network (Mike) Services provided by TELUS on its iDEN private radio network which has been customized by TELUS for use by a GPS Entity, as described in more detail in section 5.2 of Attachment H9-B.

“Multicast Service” means the Available Service described in Exhibit H5-E9 to Attachment H5-E.

“Multi-Vendor Issue” has the meaning given to it in section 13.6.1.

“Multi-Vendor Issue Notice” has the meaning given to it in section 13.6.1.

“NANP” means the North American Numbering Plan, which is a standardized system of numbering plan areas for 24 countries and territories.

“Named Users” means those Subscribers whom a GPS Entity has identified to TELUS as requiring access to host the Web Conferencing Services.

“Natural Language Speech” means functionality that allows a caller to speak naturally.

“NBC ATM MAN to WAN Gateway Service” means the Available Service described in Exhibit H5-A1 to Attachment H5-A.

“NBC EB-1 Telecommunications Service” means the Available Service described in Exhibit H5-A2 to Attachment H5-A.

“NBC Enhanced LAN/WAN Option” means the Available Service described in Exhibit H5-A7 to Attachment H5-A.

“NBC Ethernet Bridged ADSL Service” means the Available Service described in Exhibit H5-A14 to Attachment H5-A.

“NBC GigE L2 Metro Service” means the Available Service described in Exhibit H5-A4 to Attachment H5-A.

“NBC IP Quality of Services (QoS)” means the Available Service described in Exhibit H5-A12 to Attachment H5-A.

“NBC L2 MAN – Metro Gateway Service” means the Available Service described in Exhibit H5-A6 to Attachment H5-A.

“NBC L2 MAN Service” means the Available Service described in Exhibit H5-A5 to Attachment H5-A.

“NBC L2 Managed Enterprise Access (MEA) Service” means the Available Service described in Exhibit H5-A8 to Attachment H5-A.

“NBC L2 Metro – WAN Gateway Service” means the Available Service described in Exhibit H5-A3 to Attachment H5-A.

“NBC Metro L3 VPN Gateway Service” means the Available Service described in Exhibit H5-A10 to Attachment H5-A.

“NBC Metro L3 VPN Service” means the Available Service described in Exhibit H5-A9 to Attachment H5-A.

“NBC Private Network Gateway (PNG) Service” means the Available Service described in Exhibit H5-A11 to Attachment H5-A.

“NBC WAN L3 VPN Service” means the Available Service described in Exhibit H5-A13 to Attachment H5-A.

“Network” means all or any part of the Systems, Hardware and Software and any other assets purchased, licensed to, leased or otherwise made available to TELUS which are provided or used by TELUS from time to time during the Full Term to provide the Services.

“Network Behaviour and Anomaly Detection Service” means a future Available Service that will be described in a future Exhibit H5-B9 to Attachment H5-B.

“Network Change” has the meaning given to it in Schedule RR.

“Network Management Services” means ITIL structured services offerings for designing, implementation and delivery of day to day network support required to provide WAN, LAN and mobile data networks.

“New GPS Entity” has the meaning given to it in section 30.3.1.

“New Material” means Material that has been created by TELUS or any other member of TELUS Group for one or more GPS Entities or for the Services as a result of this Agreement but expressly excludes: (a) Intellectual Property created by TELUS which a Service Order or Change Order expressly designates or identifies as being Intellectual Property that will be owned by TELUS; or (b) Intellectual Property which is otherwise expressly contemplated under the terms of this Agreement to be owned by TELUS.

“No Fault Trigger” has the meaning given to it in section 31.5.1.

“Network Operations Centre” or **“NOC”** means the unit within TELUS that is responsible for managing incident tickets from inception of the trouble ticket through rectification of the problem to closing the trouble ticket.

“Northwestel” means Northwestel Inc.

“Notice of Readiness” has the meaning given to it in Schedule I.

“NPI” has the meaning given to it in section 5.1 of Attachment P9.

“On-Board” has the meaning given to it in Schedule QQ.

“Operator Assisted Conferencing Services” means the Available Services described in Attachment H2-B to Schedule H.

“Operational Escalation Matrix” means, with respect to TELUS and a particular GPS Entity, the escalation matrix with respect to TELUS contacts set out in Exhibit K-4 to Schedule K (Governance), as updated from time to time in accordance with such Exhibit, together with the corresponding escalation matrix for such GPS Entity as specified in writing by such GPS Entity

in accordance with Schedule K (Governance), as updated from time to time in accordance with section 9 of Schedule K (Governance).

“**Operations Lead**” has the meaning given to it in Schedule L.

“**Ordinary Course Change**” has the meaning given to it in section 9.1.1.

“**Orphaned Cellular Products**” has the meaning given to it in section 9.1.2 of Attachment H9-A.

“**Optical Ethernet Service**” means the Available Service described in Attachment H5-C to Schedule H.

“**Outbound Long Distance Services**” means the Available Services described in Attachment H1-A to Schedule H.

“**Participant**” means any individual participating in a Conference, including the Moderator.

“**Passcode**” means a series of unspaced numbers assigned by TELUS to an individual Subscriber that allows a Participant to access one or more of the Conferencing Services.

“**Performance Categories**” has the meaning given to it in section 10.1 of Schedule J.

“**Performance Monitoring Tools**” means TELUS’ implemented suite of tools to monitor Network performance, including viewing and tracking of exceptions (including Incidents and Problems) and analysing performance compliance to the Service Levels to which TELUS has agreed to provide GPS Entities access pursuant to the terms of this Agreement.

“**Personal Information**” means all recorded information that is about an identifiable individual or is defined or deemed as “personal information” pursuant to any laws or regulations related to privacy or data protection that are applicable to the GPS Entities or to TELUS (including, without limitation, any information that constitutes “personal information” as such term is defined, from time to time, pursuant to FOIPPA).

“**Personnel**” has the meaning given to it in section 14.1.1.

“**Point of Presence**” or “**POP**” means a physical facility that houses the infrastructure related to the delivery of the networks including servers, routers, switches etc. It is an access point into TELUS’ telecommunications facilities. The capability of a POP to deliver a Service requires that the equipment within the POP supports the parameters of the Service.

“**Proactive Service**” means a Service where the technical capacity and/ or processes exist to proactively monitor, measure and report against specific aspects of the Service.

“**Private Network Gateway**” or “**PNG**” means a service for connecting two different TELUS ATM customer WANs together via a secure gateway.

“**Policy**” or “**Policies**” means, subject to the terms and conditions of Schedule HH, the policies of the GPS Entities as set out in Schedule HH, as amended from time to time by notice from the GPS Group, subject to the Change Process.

“**Post Incident Report**” or “**PIR**” has the meaning given to it in section 11.2 of Schedule N.

“Premium Corporate Support” has the meaning given to it in section 2.1 of Attachment N9.

“PRI” means primary rate interface.

“Price Book” means the fees for all Available Services set out in a separate document signed by the Province, in its own capacity and as agent for and on behalf each of the other GPS Entities, and TELUS concurrently with this Agreement and incorporated by referenced into this Agreement, as such document is revised, updated and changed in accordance with the terms of this Agreement.

“Pricing Principles” means, to the extent applicable, the pricing principles set out in sections 6.4.1(c) and 16.8.

“Priority Level” has the meaning given to it in Exhibit N-1.

“Privacy Obligations” has the meaning given to it in section 24.1.2.

“Private Sector Service Provider” means an Entity other than a Governmental Authority which is providing services (including, without limitation, outsourcing or similar services) to a GPS Entity for which the benefit of this Agreement and the rights granted hereunder shall be solely used for the benefit of the GPS Entity and any associated Governmental Authorities and GPS End Users, and expressly excluding any Entity that is a direct telecommunications competitor of TELUS in Canada.

“Problem” means the underlying cause or causes of an Incident.

“Problem and Incident Management Procedures” has the meaning given to it in section 10.6.1.

“Professional Services” means the Available Services provided by certain categories of Personnel identified in the Price Book on an hourly rate basis.

“Progressive Data Discount” means the incremental volume discount set out in Exhibit C5-B.

“Project” means any project undertaken by TELUS and one or more GPS Entities that is not included in the Available Services (including consulting projects and maintenance agreements) or any Work that one or more GPS Entities wish to have performed as a project, and designated by such GPS Entities as a “Project”.

“Project Documentation” has the meaning given to it in Schedule I.

“Proposal” has the meaning given to it in section 9.2.3(a).

“Province” has the meaning set out on the first page of the main body of this Agreement.

“Province IVR Dependencies” has the meaning given to it in section 4.1 of Exhibit F3-B.

“Province IVR Dependency Target Date” has the meaning given to it in section 4.1 of Exhibit F3-B.

“PSTN” means Public Switched Telephone Network.

“Public Sector” means governments including Canada and other provinces and territories of Canada, including such governments and their ministries and agents, local governments, authorities (such as transportation or health authorities) government owned or government controlled corporations, institutions, organizations, entities, school districts, universities, colleges and similar entities and bodies but excluding the for profit private sector.

“Publicity Materials” has the meaning given to it in section 23.1.2.

“Qualifying Bundle” means a non-tariffable bundle of non-tariffed and tariffed services that meets the criteria of a “qualifying mixed Type 2 customer specific arrangement” within the meaning of *Bell Canada – Application to modify the rules for mixed Type 2 customer- specific arrangements*, Telecom Decision CRTC 2007-74, 17 August 2007 or “qualifying bundle” within the meaning of *Review of general tariff bundling rules and requirements for market trials*, Telecom Decision CRTC 2007-117, 23 November 2007.

“Quality of Service” or **“QoS”** means engineering network traffic using resource reservation control mechanisms to provide different priority to different applications, users, or data flows, or to guarantee a certain level of performance to a data flow and comprises requirements on all the aspects of a connection, such as service response time, loss, signal-to-noise ratio, cross-talk, echo, interrupts, frequency response and loudness levels.

“Quick Changes” has the meaning given to it in section 2 of Attachment F5.

“Rate Band 0” means British Columbia locations designated as a TELUS data center or TELUS designated band 0 PoP, where facilities exist to support the designation of the location as Rate Band 0 for Internet Services, Data Services or both.

“Reactive Service” means a Service where the technical capacity and/or processes do not exist to proactively monitor, measure and report against the specific aspects of the Service.

“RC Spend Deficiency” has the meaning given to it in Schedule MM.

“Recoverable Costs” means any amounts payable by a GPS Entity under section 31.5.3 or 3.1.6.3.

“Relationship Executive” has the meaning given to it in Schedule L.

“Regular Quick Change” has the meaning given to it in section 3.1.1 of Exhibit F5-A.

“Regulated Charges” has the meaning given to it in section 33.2.3.

“Renewal STC Term” has the meaning given to it in section 7.2.3.

“Regulatory Event” has the meaning given to it in section 33.5.1.

“Reporting Tools” means TELUS’ implemented suite of tools to monitor Network performance, including viewing and tracking of exceptions (including Incidents and Problems), analysing performance compliance to the Service Levels, and providing ad-hoc and periodic reporting to which TELUS has agreed to provide GPS Entities access pursuant to the terms of this Agreement, including the Ad Hoc Reporting Tools and Performance Monitoring Tools.

“Reservationless Conferencing Services” means the Available Services described in Attachment H2-A to Schedule H.

“Resolution” means the Root Cause has been eliminated, all Services affected by the Incident are in a full and complete operational state in accordance with the Specifications for such Services and the Trouble Ticket in respect of such Incident has been closed, and **“Resolve”** has a similar meaning.

“Restore” means in respect of an Incident, that all Services, the Sites, or Circuits affected by the Incident have been restored or repaired through a Workaround, but the underlying Root Cause has not yet been Resolved, and **“Restored”** and **“Restoration”** have similar meanings.

“Retailer” means TELUS or a Subcontractor providing sales and customer service in connection with this Agreement at or from a specific retail location approved by the Administrator for purposes of the provision of Services under this Agreement.

“Revenue Commitment” means for each Calendar Year of the Term the amount set out section 1 of Schedule MM, subject to the terms and conditions, including adjustment provisions, set out in Schedule MM, provided, however, that the “Revenue Commitment” and any adjustments thereto in the first Calendar Year of the Term will be pro-rated based on the shorter length of such Calendar Year as compared to a full 12 month Calendar Year and that the “Revenue Commitment” and any adjustments thereto (other than under section 2(a)(i) of Schedule MM) in the eleventh Calendar Year of the Term will be pro-rated based on the shorter length of such Calendar Year as compared to a full 12 month Calendar Year.

“Root Cause” means the underlying root Problems of an Incident.

“Schedule Quick Change” has the meaning given to it in section 3.1.2 of Exhibit F5-A.

“Schedules” means the schedules listed in section 1.4.1 and any other schedules incorporated into and forming part of this Agreement in accordance with the terms and conditions hereof, including all Attachments and Exhibits attached thereto.

“School District” means the board of education for a school district, as such terms are defined in the *School Act* (British Columbia).

“SD TSMA Lite” has the meaning given to it in Schedule QQ.

“Secure IP Anywhere Service” means the Available Service described in Exhibit H5-E10 to Attachment H5-E.

“Security Authorized Representative” has the meaning given to it in Schedule R.

“Security Breach” means any breach by TELUS of its obligations under sections 22, 24 and 25 of the main body of this Agreement that a GPS Entity determines, in its sole discretion, has caused or may cause unauthorized collection, access, use or disclosure of GPS Confidential Information.

“Security Consulting Services” means future Available Services that will be described in a future Exhibit H5-B12 to Attachment H5-B.

“Security Obligations” has the meaning given to it in section 25.1.1.

“Security Operations Center” or **“SOC”** means TELUS’ central security operations centre for the provision and sustainment of security-related Services.

“Security Services” means the Available Services described in Exhibits H5-B7, H5-B8 and H5-B10 attached to Schedule H and any future services to be described in Exhibits H5-B6, H5-B9, H5-B12 and H5-B13 (as referenced in Table 5 of Attachment H5 to Schedule H).

“Self-Managed Loaners” has the meaning given to it in section 5.9.1 of Attachment H9-A.

“Self-service Transactions” means any transaction that can be completed within an IVR without requiring agent or human involvement other than by the caller (e.g. being able to place an order for a service without the caller talking to an agent).

“Semi-annual Performance Report” has the meaning given to it in section 5.6 of Schedule J.

“Service Account Number” means the unique numerical identifier for a Moderator of a conferencing account that identifies all Audio Conferencing and Web Conferencing Services associated with that Moderator.

“Service Change Order” means, as between TELUS and the GPS Entity, an order to amend an unfulfilled Service Order made between them under section 7.6 or to implement a standard change with respect to Service ordered by the GPS Entity (as defined in the Service Descriptions), including an addition, move, upgrade, rearrangement or Cancellation of any such Service.

“Service Descriptions” means the descriptions of Available Services as set forth in Schedule H, as such service descriptions are revised, updated and changed in accordance with the terms of this Agreement.

“Service Demarcation” means, unless otherwise specified in the Agreement, the interface of the CPE device facing the GPS Entity.

“Service Extension Notice” has the meaning given to it in section 32.4.1.

“Service Level” means, in respect of any Service, the performance standards set out in this Agreement, including the SLAs and SLOs as set forth in Schedule J, in accordance with which TELUS is to provide that Service.

“Service Level Credits” has the meaning given to it in Schedule J.

“Service Level Description” means the Service specific Service Level requirements for a Measured Service set out in an Attachment to Schedule J or in a Change Order.

“Service Level Failure” has the meaning given to it in section 10.8.1.

“Service Level Group” means a Service or group of Services considered collectively under Schedule J for the purposes of determining Service Level Credits being comprised of (1) Data Services (the **“Data Service Level Group”**), (2) Voice Services, excluding Hosted IVR Services, and Long Distance Services (the **“Voice Service Level Group”**), (3) Cellular Services (the

“**Cellular Service Level Group**”), (4) Conferencing Services (the “**Conferencing Service Level Group**”), (5) Hosted IVR Services (the “**IVR Service Level Group**”) and (6) such other group of Available Services defined as such in a Service Order, Service Change Order, or Change Order.

“**Service Location**” means a community, part of a community or a geographic area where an Available Service is available and can be delivered by TELUS.

“**Service Name**” means the Available Service specific name that is set forth in Schedule H for the purposes of identifying such Available Service.

“**Service Order**” means as between TELUS and the GPS Entity, an order for Service made between them under section 7 of this Agreement, as the same may be amended by Service Change Orders between them.

“**Service Order Management Centre**” has the meaning given to it in section 7.5.1.

“**Service Plan**” has the meaning given to it in section 10.4.1.

“**Service Term**” means:

- (a) with respect to a Service Tower Commitment of a GPS Entity, the STC Term; and
- (b) with respect to any Services provided by TELUS to a GPS Entity pursuant to a Service Order or Service Change Order and not covered by a Service Tower Commitment of such GPS Entity, the term specified in such Service Order or Service Change Order (subject to section 7.4.1(d)),

as such term may otherwise be terminated, extended or otherwise changed in accordance with the terms of this Agreement or the applicable Service Order or Service Change Order.

“**Service Title**” means the Available Service specific title that is set forth in Schedule H for the purposes of identifying such Available Service.

“**Service Tower**” means the Cellular Services, Conferencing Services, Data Services, Long Distance, Voice Services or other similar tower or bundle of Available Services that is added to the Available Services after the Effective Date in accordance with this Agreement, other than the Hardware and Software Procurement Services.

“**Service Tower Commitment**” means an Initial Service Tower Commitment of a GPS Entity, as may be supplemented and changed by Service Orders and Service Change Orders pursuant to section 7, renewed pursuant to section 7.2.3 and extended under section 32.

“**Services**” has the meaning given to it in section 6.1.1.

“**Session**” means a single inbound or outbound call using the Hosted IVR Services.

“**SIF**” means the strategic investment fund established under and governed by the Strategic Relationship Agreement, as described therein.

“**SIP**” means Session Initiation Protocol, a signalling protocol used for setting up and tearing down multimedia communication sessions such as voice and video calls over IP.

“Site” means a civic address or other geographical location designated by a GPS Entity from time to time as an end point or other applicable point for the delivery of Services.

“Site Demarcation” means a designated physically controlled space in a Site.

“SLA” means an Aggregate SLA or an Individual Service Based SLA.

“SLA Failure” means a Service Level Failure of a SLA.

“SLC Exemption” has the meaning given to it in section 9.1 of Schedule J.

“SLO” means a Service Level that is identified as a “SLO” or “Service Level Objective” for the applicable Service set out in the corresponding Service Level Description.

“SMIS” means Service Management Information System which is a TELUS web portal for customers to view service management information and documentation.

“SNMP Polling Service” means a service that allows GPS Entity to poll information from the CPE device without compromising the security of the TELUS Data Network.

“Special Incidents” has the meaning given to it in section 6.6 of Schedule N.

“Specifications” means, in respect of any Service, deliverables, facilities or the Network, the technical, functional, physical, design, environmental, operational, performance or other relevant specifications, standards or requirements therefor set out in this Agreement or otherwise inherent, necessary or customarily included as part of any such specifications, standards or requirements specifically set out in this Agreement, a Service Order or Service Change Order.

“Software” means any computer program, firmware, routine, code, instruction, script, macro, application programming or other interface, tool, document display definition, object library or software tool, or other instruction or set of instructions for Hardware or other Software to follow, whether in source code or object code and whether expressed in any or all languages including embedded program and human interfaces, SQL and other query languages, hyper text markup language and other computer mark-up languages.

“Strategic Management Committee” has the meaning given to it in Schedule K.

“Strategic Relationship Agreement” means the strategic relationship agreement dated as of the Effective Date between TELUS and the GPS Group.

“Standard Cellular Services” means the Available Services described in Attachment H9-A.

“Standard Retail Services” means Cellular User Equipment and accessories sales, activations and renewals.

“STC Term” means, with respect to a Service Tower Commitment of a GPS Entity, the Initial STC Term together with any Renewal STC Term then in effect as between TELUS and such GPS Entity, as may be extended under section 32.

“STS Extranet Service” means the Available Service described in Exhibit H5-E5 to Attachment H5-E.

“STS WAN L3 VPN” means a standard prefix for the TELUS-managed layer 3 Services provided to GPS Entities as part of this Agreement.

“STS WAN L3 VPN Asymmetric Services” means a category of the STS WAN L3 VPN Services which are delivered to the GPS Entities via ADSL.

“STS WAN L3 VPN Satellite Service” or **“Satellite Service”** means a future Available Service that will be described in a future Exhibit H5-E6 to Attachment H5-E.

“STS WAN L3 VPN Services” means the Available Services described in Attachment H5-E to Schedule H.

“STS WAN L3 VPN Redundant Services” means the Available Services described in Attachment H5-E to Schedule H.

“Subcontract” means any agreement between TELUS and a Subcontractor regarding the provision of services in respect of this Agreement.

“Subcontractor” means a subcontractor of TELUS set out in Schedule O or approved by a GPS Entity under section 15.

“Subscriber” means an individual designated by a GPS Entity who has provided to TELUS a subscription for Services that TELUS has acted on to enable such individual to order Services from TELUS.

“Subscriber Commitment” has the meaning given to it in section 10 of Attachment H9-A to Schedule H.

“Subscriber Commitment Calculation Period” has the meaning given to it in section 10.2.1 of Attachment H9-A.

“Subscriber Commitment Shortage” has the meaning given to it in section 10.4.1 of Attachment H9-A.

“Summary Paper Bill” means a hard copy paper account summary of an Electronic Invoice or a Hard Copy Paper Invoice in a form and format mutually agreed to by the parties provided that the form and format of such an invoice used by TELUS with a GPS Entity prior to the Effective Date for the applicable services will be deemed to be acceptable to such GPS Entity and TELUS for the corresponding Services under this Agreement.

“Summary Report” means the report summarizing the contractual arrangements under the Transaction Agreements to be prepared after the Effective Date by the Province in accordance with applicable Policies and made publically available, provided that the inclusion of any TELUS Confidential Information in such report will require the Approval of TELUS unless such disclosure is required by British Columbia or Canadian law including, without limitation, FOIPPA.

“Supplier” means a third party supplier for the delivery and provision of non-material and ordinary course goods and services relating to or in connection with the Services contemplated by this Agreement, but expressly excluding Subcontractors.

“Suspend Time” means, in respect of an Incident, the period of time excluded from the calculation of Time to Restore due to TELUS’ inability to Restore or Resolve an Incident as a result of activities or approval required to be undertaken or provided by a GPS Entity for Restoration or Resolution of the Incident, including but not limited to providing TELUS with access to a Site or Software, Hardware or Systems of a GPS Entity or for travel hours set out in Exhibit N-2 with respect required Restoration/Resolution work at certain Sites, and for purposes of how Time to Restore is calculated with respect to a particular GPS Entity, any other period of time that TELUS and such GPS Entity agree in writing will be excluded from the calculation of Time to Restore for the Incident.

“Switched Data Services” means TELUS’ digital Access Services for voice and data communications that provides access to the public switched telephone network (PSTN) and to other networks.

“Systems” means any combination of Hardware and Software, including any telecommunications lines or other networking devices used to link such combination of Hardware and Software.

“Targeted Surveys” has the meaning given to it in section 10.12.1(a)(ii).

“Taxes” mean any and all taxes, fees, levies, or other assessments, including federal, state, local, or foreign income, capital, profits, excise, real or personal property, sales, withholding, social security, occupation, use, services, value added, license, net worth, payroll, franchise, severance, stamp, transfer, registration, premium, windfall, environmental, customs duties, unemployment, disability, or any similar taxes imposed by any Taxing Authority together with any interest, penalties or additions to tax and additional amounts imposed with respect thereto (including any fee or assessment or other charge in the nature of or in lieu of any tax) in each case, whether imposed by law, contractual agreement or otherwise) and any liability in respect of any tax as a result of being a member of any affiliated, consolidated, combined, unitary or similar group.

“Taxing Authority” means any multinational, national, federal, state, provincial, local, municipal or other government (including any governmental agency, branch, department, official, entity, court or other tribunal and any body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature) responsible for the imposition or collection of any Taxes.

“Technology Roadmap” means TELUS’ corporate technology roadmap for the deployment of future technology and services as described in the Strategic Relationship Agreement.

“Telecommunications System” means any combination of hardware and software, including any wire, line, cable, radio, optical or other electromagnetic system or networking device, used to link such combination of hardware and software for purposes of the emission, transmission or reception of intelligence.

“TELUS Approved Cellular User Equipment List” means the list on the TELUS Public Web Site (or delivered to the GPS Entities in a manner acceptable to the Administrator) of Cellular User Equipment models that are authorized for use on TELUS’ cellular network.

“TELUS Billing Analysis Tool” or **“TBAT”** has the meaning ascribed to in section 7.1.1 of Attachment M1 to this Agreement.

“TELUS Data Network” means TELUS’ MPLS network from CPE to CPE.

“TELUS Calling Card International Access Number” means the access numbers that must be dialed from international locations for use with calling cards as set out in Exhibit H1-B2.

“TELUS Client Executive” has the meaning given to it in Schedule K.

“TELUS Client Service Managers” has the meaning given to it in Schedule K.

“TELUS Confidential Information” has the meaning given to it in section 22.2.1.

“TELUS Disaster” means a sudden or unplanned event that causes material damage, loss or disruption to TELUS, including: (a) an event that compromises TELUS’ ability to provide material functions, processes, or Services for some material period of time; or (b) an event where TELUS’ management invokes any of the Disaster Recovery Plans or Business Continuity Plans.

“TELUS Equipment” means equipment that is owned by TELUS, and any other third party supplied equipment, including Hardware, Systems or Software (including all updates and software patches), that TELUS supplies or provides from time to time pursuant to its obligations under this Agreement.

“TELUS Group” means TELUS, its Affiliates and Subcontractors, Personnel and any other employees, agents and representatives of any of the foregoing.

“TELUS IDC” means a TELUS Internet data centre.

“TELUS Intellectual Property” means: (a) all Intellectual Property owned by TELUS, TELUS Group and TELUS third party suppliers prior to the Effective Date and that is used, or becomes necessary or advisable to use, in connection with the Services; and (b) all Intellectual Property created by or for TELUS, TELUS Group and TELUS third party suppliers in relation to this Agreement other than GPS Intellectual Property.

“TELUS Public Web Site” means TELUS’ public web site which advertises cellular services available to its corporate customers at “telus.com” or “telusmobility.com” (or such other equivalent site of TELUS).

“TELUS Prior Agreement” means any agreement between a GPS Entity and a member of the TELUS Group identified as a “TELUS Prior Agreement” in Schedule KK.

“TELUS Program Executive Director” has the meaning given to it in section 5.1.1 of Schedule II.

“TELUS Project Control Workbook” has the meaning given to it in section 4.2.6.

“TELUS Service Centre” has the meaning given to it in section 3 of Schedule N.

“TELUS Subscriber Report” has the meaning given to it in section 10.3.1 of Attachment H9-A.

“TELUS Web Access Toll-Free Reporting Tool” has the meaning ascribed to in section 7.2.1 of Attachment M1 to this Agreement.

“Term” has the meaning given to it in section 2.1.1.

“Termination” means the expiry or the earlier termination of this Agreement or Service Tower Commitment or termination by a GPS Entity of its obligations and rights under this Agreement or a Service Order (including a Service Tower Commitment) or the Cancellation by a GPS Entity of a portion of the Services it is receiving from TELUS, and **“Terminate”** has a similar meaning.

“Termination Assistance Charges” has the meaning given to it in section 32.2.1.

“Termination Assistance Period” has the meaning given to it in section 32.1.2.

“Termination Assistance Plan” has the meaning given to it in section 32.1.3.

“Termination Date” means the effective date of the expiration or termination of the Term or a Service Term, as applicable, or Cancellation of a Service.

“Terminating Entity” has the meaning given to it in section 32.1.1.

“Termination Fees” has the meaning given to it in section 31.6.2.

“Termination Notice” means a written notice of termination given from one party to another in accordance with the provisions of this Agreement.

“Termination Services” has the meaning given to it in section 32.1.1.

“Test Materials” has the meaning given to it in Schedule I.

“Tested Deliverable” means an identified Service, deliverable or other element or set thereof with respect to a Project that is described in a Transition Plan, Project Documentation, a Service Order, a Service Change Order or this Agreement and will be subjected to Acceptance Testing in accordance with Schedule EE or Schedule I, as applicable, and when combined with other Tested Deliverables, collectively form a Milestone.

“Tethering” means connecting any Cellular User Equipment to a computer for the purposes of downloading or uploading information to or from the Internet, but does not include the connection of PC cards, modems or other devices specifically designed for such purposes.

“Third Party Materials” means all technical documentation, user materials, manufacturer’s and supplier’s warranties, including the material described in the Documentation and any other material related to any Software, Systems or Hardware provided to the GPS Group by TELUS in the performance of its obligations under this Agreement.

“Third Party Services” has the meaning given to it in section 13.6.1.

“Third Party Transitioned Services” has the meaning given to it in section 4.4.3.

“Time to Restore” means, with respect to an Incident, the period of time it takes TELUS to achieve Resolution or Restoration of the Incident, which period will begin at the Clock Start Time for the Incident and end at the Clock Stop Time for the Incident and will exclude any Suspend Time for the Incident.

“Toll-Free Global Services” means the Toll-Free Service provided by way of a subscription to one unique, worldwide toll-free number that the GPS Entity can choose access in one or more or all participating countries to which the GPS Entity subscribes.

“Toll-Free International Service” means the Toll-Free Service provided by way of a subscription to an International Toll Free Service (ITFS) number in the dialling format of the foreign country. For each overseas country subscribed to, the GPS Entity will be assigned a different ITFS number for use in the particular country.

“Toll-Free Services” means the Available Services described in Attachment H1-C to Schedule H.

“Toll-free Queue” has the meaning given to it in section 2.2 of Attachment N2.

“Top Five Deals” has the meaning given to it in section 16.4.1(a).

“Top Five Deals Requirement” has the meaning given to it in section 16.4.1(a)(ii).

“Traffic Reports” means the listed reports in Attachment M1 which are produced by TELUS setting out quantitatively the total long distance calls made as part of the Long Distance Services and their length, expressed in centi-call seconds or other units, during a specified period of time.

“Transaction Agreements” means this Agreement, the Connecting BC Agreement and the Strategic Relationship Agreement.

“Transition” means the processes and associated timelines for completing the Transition Projects, including the transition of Transitioned Core Services to this Agreement, as described in Schedule II and in detail in each Transition Plan to be prepared in accordance with section 4 of this Agreement.

“Transition Credit” has the meaning given to it in section 16.2.1.

“Transition Plan” has the meaning given to it in section 4.2.1.

“Transition Project” has the meaning given to it in section 4.2.2.

“Transition Services” has the meaning given to it in section 4.1.2.

“Transitioned Core Services” means any services set out in the Initial Service Tower Commitments that TELUS will commence providing as Services after the Effective Date on a phased in basis in accordance with section 4, including the applicable Transition Plan for the transition of such services.

“Trouble Ticket” means a log maintained by TELUS to document an Incident in accordance with Schedule N.

“TTS” means functionality that converts text to speech.

“UC” means unified communications services necessary for VoIP services and integrated therewith.

“Universal Discount Pricing” or **“UDP”** means the discount rates listed in Tables 1 and 2 to Exhibit C5-A to Attachment C5.

“Voice Services” means any of the Available Services described in Attachment H3 to Schedule H of this Agreement, including any VoIP/UC Services added to the Available Services.

“Voice Services Secure Web Site” means a secure TELUS web site accessible and acceptable to the GPS Entities using a secure Internet connection, used to provide certain information with respect to the Voice Services, as specified in this Agreement.

“VoIP” has the meaning given to it in section 1.6.2(b).

“VoIP/UC Pilot Project” has the meaning given to it in Schedule JJ.

“VoIP/UC Services” has the meaning given to it in section 1.6.2(b).

“VoIP/UC Failure” means either that the VoIP/UC Pilot Project is unsuccessful, as determined in accordance with Schedule JJ, or the Province and TELUS fail to negotiate pricing and terms for the VoIP/UC Services (including any related Project services) in good faith and in accordance with Schedule JJ.

“WAN” means wide area network.

“WAN L3 VPN Access Connection” has the meaning given to it in section 1 of Exhibit H9-A4.

“Web Services” means data requests are sent across the Internet or across dedicated data connections.

“Weighting Factor” means the weighting percentage points allocated by a GPS Entity to a SLA for the Services being provided to such GPS Entity for the purpose of calculating Service Level Credits for such GPS Entity.

“Wireless Facilities” has the meaning given to it in section 3 of Attachment N9.

“Wireless Network Evolution” has the meaning given to it in section 9.1 of Attachment H9-A.

“Wireless Network Evolution Date” has the meaning given to it in section 9.1.1 of Attachment H9-A.

“Wireless Network Evolution Plan” has the meaning given to it in section 9.1.4 of Attachment H9-A.

“Wireless Network Evolution Requirements” has the meaning given to it in section 9.1.2 of Attachment H9-A.

“Wireless Number Portability” or **“WNP”** means the ability to change service providers within the same general metropolitan area or local calling area and keep an existing cellular telephone number.

“Wireless Standby Service” means the Available Service described in Exhibit H5-E4 to Attachment H5-E and which is also a redundant Service.

“Work” means any Services required for or incidental to the installation, maintenance, provision or Cancellation of any Services, including those Services specifically contemplated in a Service Order or Service Change Order. For greater certainty, Work may include Services performed as part of a Project.

“Workaround” means a temporary solution for a Service, the Site, or Circuit affected by an Incident that is acceptable to the GPS Entity and results in the Service, the Site, or Circuit, as applicable, operating in accordance with the Specifications for such Service.

“Working Group” has the meaning given to it in Schedule K.

“Web Conferencing Services” means the Available Services described in Attachment H2-D to Schedule H.

“Web Console” means a secure, SSL encrypted web-based interface which enables GPS Entity subscribers to add names to each line, mute, hang-up, hold, dial-out, and initiate digital recording, via the calling line ID of participants in their meeting.

“WebEx Services” means the terms related to the Cisco WebEx as described in section 8.4 of Attachment H2-D.

“WSDL” or **“Web Services Description Language”** means an XML-based specification for defining how different systems can pass information between them using http or https.