

SCHEDULE QQ – SCHOOL DISTRICT ON-BOARDING

A School District may contract with TELUS for services provided by TELUS that are the same or substantially similar to the Services (“**On-Boarded Services**”) by leveraging the terms and conditions of this Agreement, as further described below (for purposes of this Schedule, an “**On-Boarding**” and “**On-Board**” and “**On-Boarded**” will have similar meanings), on the following terms and conditions:

- (a) School Districts will only be permitted to On-Board if the following conditions precedent (the “**SD On-Boarding Conditions**”) are satisfied:
 - (i) within 12 months after the Effective Date, the Administrator provides written notice to TELUS that School Districts desire to pursue On-Boarding in accordance with the terms and conditions of this Schedule; and
 - (ii) within 36 months after such notice is given, School Districts having, in aggregate, not less than 35% of total full time equivalent (FTE) student headcount of all of the School Districts agree to On-Board the voice, long distance and conferencing services and at least 70% of the cellular services (by subscribers) they are receiving (but within the scope of the Voice Services, Long Distance Services, Conferencing Services and Cellular Services) to TELUS in accordance with the terms and conditions of this Schedule, provided, however, that, any delay in On-Boarding permitted or required under paragraph (e) will not be taken into account for purposes of measuring the achievement of this condition.
- (b) If, at the time the School Districts initially On-Board (the School Districts that initially On-Board being referred to herein as the “**Initial School Districts**”) in accordance with this Schedule (the “**Initial SD On-Boarding**”), any School Districts are not contracting their core data services through PLNet or any replacement of PLNet that is provided by TELUS under this Agreement, then data services that such School Districts are receiving that are the same or substantially similar to the Data Services will form part of the services that such School Districts will be required to commit to On-Board to TELUS at the time of the Initial SD On-Boarding, in which case such data services will be treated in the same manner as voice, long distance and conferencing services under this Schedule.
- (c) Non-PLNet data services will be reviewed by TELUS and the Initial School Districts and discussed at the time of the Initial SD On-Boarding, provided, however, that a School District, in its sole discretion, may determine whether to On-Board any Community-based Fibre Services that it is receiving.
- (d) Services that are initially On-Boarded will be contracted by the Initial School Districts under one agreement, which is a “lite” version of this Agreement (the “**SD TSMA Lite**”). All the Initial School Districts will sign the SD TSMA Lite and issue applicable service orders under such agreement as part of the Initial SD On-Boarding. The parties agree that the form of SD TSMA Lite will be negotiated in good faith upon TELUS receiving notice under paragraph (a) above from the Administrator that School Districts desire to pursue On-Boarding in accordance

with the terms and conditions of this Schedule. Subject to the terms and conditions of the main body of this Schedule QQ, the parties agree that the SD TSMA Lite will be consistent with the form and substance of this Agreement, but, unless otherwise agreed by the parties, that: (i) the terms of this Agreement referenced in Part A of Attachment QQ-1 will not be included; (ii) the terms of this Agreement referenced in Part B of Attachment QQ-1 will be revised as specified therein; and (iii) the terms of this Agreement referenced in Part C of Attachment QQ-1 will be reviewed by the parties for applicability.

- (e) For purposes of On-Boarding to TELUS services of a School District currently being provided under an agreement existing at the time of On-Boarding, the following will apply:
 - (i) With respect to any existing contract between TELUS (or any of its Affiliates) and a School District for such services entered into on or after January 1, 2010, the School District will have the option to either: (A) enter into the SD TSMA Lite and have it supersede and replace the existing contract at the time of On-Boarding, in which case TELUS (or its applicable Affiliate) will waive any termination fees or other amounts that would otherwise be payable to TELUS (or its applicable Affiliate) by the School District as a result of the early termination of such existing contract; or (B) have the existing contract remain in place with current terms and conditions and order On-Boarded Services under the TSMA Lite at the expiry of the current term.
 - (ii) With respect to any existing contract between TELUS (or any of its Affiliates) and a School District entered into before January 1, 2010, the School District will, unless otherwise agreed by the School Board and TELUS, have to wait until the expiry of such existing contract before being permitted to On-Board the services covered by such contract and order replacement On-Boarded Services.
 - (iii) With respect to any existing contract between a School District and a third party service provider that a School District can terminate early without incurring any termination charges or other similar charges, the School District will be required to give notice of termination to the third party provider and will order the On-Boarded Services under the SD TSMA Lite.
 - (iv) With respect to any existing contract between a School District and a third party service provider that a School District cannot terminate early without incurring any termination charges or other similar charges, the School District will have the option to either: (A) terminate the existing agreement early, and order the On-Boarded Services; or (B) wait until the expiry of the existing contract, in which case the School Board will order the On-Boarded Services under the SD TSMA Lite upon such expiry.
- (f) The pricing for On-Boarded Services will be same as the pricing for the same or similar services under this Agreement (subject to compliance with Applicable Laws including eligibility rules for Qualifying Bundles under Telecom Decision CRTC 2007-74 or Telecom Decision CRTC 2007-117).

- (g) The SD TSMA Lite will not include a reduction of termination fees in connection with Cancellation of services as a result of a VoIP/UC Failure as set out in section 31.6.3 of the main body of this Agreement.
- (h) The service term for a service under a SD TSMA Lite will be co-terminus with the corresponding Initial Service Tower Commitment for the same service under this Agreement, as applicable, except that:
 - (i) subject to paragraph (ii) below, the service term for long distance and conferencing services will be three years from the date of On-Boarding; and
 - (ii) the service term for long distance and conferencing services that are covered by an existing contract between TELUS and the School District that is superseded and replaced by a SD TSMA Lite will be the greater of: (A) three years; (B) the term remaining under such existing contract; and (C) the Initial Service Term remaining for the Initial Service Tower Commitment for the same or substantially similar services under this Agreement.
- (i) The School Districts will appoint a contract administrator designated by the Province (the “**SD Administrator**”), who will handle contract inquiries, reporting, network architecture and initial On-Boarding of School Districts and subsequent On-Boarding of individual School Districts in manner substantially similar to role of the Administrator under this Agreement.
- (j) Cellular services provided to a School District by TELUS under a SD TSMA Lite and by other service providers under other agreements will be included in a calculation of a cellular spend allocation, which will be similar to the Subscriber Commitment under this Agreement.
- (k) For clarity, any spend by School Districts for On-Boarded Services under a SD TSMA Lite or otherwise in connection with this Schedule will not be counted towards satisfying the Revenue Commitment and will not be counted as Eligible Spend. Further, such spend will not attract SIF contribution under the Strategic Relationship Agreement.
- (l) After the Initial SD On-Boarding Conditions have been achieved and the SD TSMA Lite has been executed by the Initial School Districts, any other School District may, at any time thereafter on or before the date that is one year after the effective date of SD TSMA Lite, On-Board in a manner consistent with this Schedule. After that one year period, a School District will only be entitled to On-Board in the foregoing manner with the approval of TELUS, acting reasonably. Any School District which On-Boards after the Initial SD On-Boarding will be required to sign an addendum to the SD TSMA Lite which will describe the services being On-Boarded.
- (m) The pricing under a SD TSMA Lite will be automatically adjusted to the same extent that pricing for the same or substantially similar services under this Agreement are adjusted pursuant to section 16.3 (Enhanced Price Review), 16.4 (Cellular Price Review) or 16.5 (BC Public Sector Pricing Protection), and timing

for any such change to the pricing under a SD TSMA Lite will be the same as under this Agreement.

Attachment QQ-1 – SD TSMA Lite Structure

Part A: Agreement provisions not to be included:

The following concepts and related terms of the Agreement will not be included in the SD TSMA Lite:

- Mandatory Change (but ability to leverage Agreement by permitting Mandatory Changes and other changes implemented pursuant to the Change Process to be flowed through to the SD TSMA Lite at the election of the SD Administrator)
- Special Credits
- Transition to CE Services
- Continuous Improvement (but ability to leverage Agreement by permitting changes to the Agreement resulting from Continuous Improvement to be flowed through to the SD TSMA Lite at the election of the SD Administrator)
- Optimization (but ability to leverage Agreement by permitting changes to the Agreement resulting from Optimization to be flowed through to the SD TSMA Lite at the election of the SD Administrator)
- Process and Control Audit (except any unique services provided under the SD TSMA Lite will be included in any process and control audit under the Agreement)
- Special Arbitration
- Enhanced Price Reviews (but subject to paragraph (m) of the main body Schedule QQ)
- Cellular Price Reviews (but subject to paragraph (m) of the main body of Schedule QQ)
- Potential Future Services (but ability to leverage Agreement by permitting changes to the Agreement resulting from Potential Future Services to be flowed through to the SD TSMA Lite at the election of the SD Administrator)

Part B: Agreement provisions to be included but appropriately revised:

The following concepts and related terms of the Agreement will be included in the SD TSMA Lite, but appropriately revised:

- The Revenue Commitment structure will be included, but the amount of the revenue commitment amount will be specifically tailored for the Initial School Districts based on expected aggregate Initial School District spend in a manner consistent with how the initial Revenue Commitment was determined. For clarity, the parties acknowledge Revenue Commitment is a complex issue and will need to be considered with appropriate termination and other provisions.

- Limitation of Liability
- Contract Transition will be revised to the extent required to be consistent with paragraph (e) of the main body of Schedule QQ
- On-boarding structure will be included, but revised for on-boarding School Districts (in addition to the Initial School Districts) in accordance with the on-boarding terms set out in this Schedule QQ
- Governance Process will be revised for the School Districts (with the School Districts having their own governance under the SD TSMA Lite) and will not include any strategic components or level 1 governance
- Assignment by the GPS Group will be revised as appropriate
- Termination charges will be applicable and to be determined

Part C: Agreement provisions to be reviewed for applicability:

The following concepts and related terms of the Agreement will be reviewed by the parties to determine applicability:

- Reporting
- Transition
- Key Roles