

## SCHEDULE JJ- POTENTIAL FUTURE SERVICES

### 1. Network Management Services

The Province and TELUS agree to explore the possibility of the Province obtaining network management services for core Government (and their Ministries, Pharmanet and PL Net) from TELUS on the following terms and conditions:

- (a) No later than 6 months after the Effective Date (or such other period set by the Joint Executive Governance Committee), the Province will notify TELUS that it wishes to meet with TELUS to discuss the possibility of the Province obtaining Network Management Services from TELUS;
- (b) Upon receipt of such notice, TELUS will promptly meet with the Province to discuss the nature of the Network Management Services TELUS can provide and the Province's requirements (including specifications) for such services and any other matters either party wishes to discuss in order to assist with the preparation of a Change Request by the Province and a Proposal by TELUS in response to such Change Request as contemplated below;
- (c) Upon completion of the initial discussions (which are to not exceed 6 months in duration (or such other period set by the Joint Executive Governance Committee)) contemplated in paragraph (b) above, the Province will cause the GPS Group or Administrator to issue a Change Request to TELUS requesting that TELUS prepare a Proposal with respect to the proposed addition of Network Management Services as Available Services and thereafter the Change Process will apply to the balance of framework set out in this section 1, subject to the following terms and conditions:
  - (i) The Change Process will be as between TELUS and the Province, and will not involve other GPS Entities;
  - (ii) TELUS will prepare and deliver the Proposal to the Province within 10 Business Days of the date upon which TELUS receives the Change Request (or such longer or shorter period of time as agreed to by TELUS and the Province in writing);
  - (iii) Based on the Proposal, TELUS and the Province will in good faith attempt to negotiate a term sheet setting out a business deal with respect to the provision to the Province of Network Management Services by TELUS, which term sheet would be used as the basis for a Change Order to add Network Management Services to the Available Services, as contemplated below;
  - (iv) The pricing for Network Management Services will be determined through good faith negotiations on price and service terms, similar to what TELUS and the Province have done on previous potential opportunities, provided, however, where the Province and TELUS cannot otherwise successfully agree upon pricing through such good faith negotiations, the pricing will be determined based on the Pricing Principles. TELUS will provide pricing transparency, including transparency with respect to staffing

models, and the pricing for Network Management Services will be subject to the Pricing Disclosure Process (as defined in the Strategic Relationship Agreement); and

- (v) If the Province and TELUS successfully negotiate and finalize a term sheet for the provision of Network Management Services by TELUS, the parties will then, based on such term sheet, in good faith negotiate: (A) a Change Order to add Network Management Services to the Available Services (which, notwithstanding section 9.6 of the main body of this Agreement, will only need to be executed by TELUS and the Province); and (B) a Service Tower Commitment for such services.
- (d) If the Province and TELUS disagree on any matter relating to the implementation of the framework set out in this Section 1, including how the Pricing Principles should be applied to determine pricing under section 1(c)(iv), then the Dispute will be settled as an Expedited Dispute pursuant to the Dispute Resolution Process.
- (e) The Province and TELUS will each assemble a negotiation team, composed of its selected representatives, which will be responsible for implementing the negotiation framework set out in this section 1 on its behalf.
- (f) The Province and TELUS will target to complete negotiation of a Change Order and Service Tower Commitment for Network Management Services on or before the date (the “**NMS Target Date**”) which is 12 months after date upon which the Province issues notice to TELUS pursuant to section 1(a) (or such other date as agreed to by TELUS and the Province in writing or set by the Joint Executive Governance Committee).
- (g) During the Term, the Province will not initiate a competitive public procurement for Network Management Services until the earlier of: (i) if the parties are unable to agree to a Change Order for such services on or before the NMS Target Date, the NMS Target Date; and (ii) the date upon which a Service Tower Commitment for Network Management Services is issued by the Province.
- (h) If Network Management Services negotiated for the Province under this section 1 become Available Services they will be available to all of the GPS Entities (i.e. any GPS Entity can order the services pursuant to a Service Order).

## **2. VoIP/UC Services**

The Province and TELUS agree to explore the possibility of the Province obtaining VoIP/UC Services from TELUS on the following terms and conditions:

- (a) No later than 24 months after the Effective Date (or such other period set by the Joint Executive Governance Committee), the Province will notify TELUS that it wishes to meet with TELUS to discuss the possibility of the Province obtaining VoIP/UC Services from TELUS;
- (b) Upon receipt of such notice, TELUS will promptly meet with the Province to discuss the nature of the VoIP/UC Services TELUS can provide and the

Province's requirements (including specifications) for such services and any other matters either party wishes to discuss in order to assist with the preparation of a Change Request by the Province and a Proposal by TELUS in response to such Change Request as contemplated below;

- (c) Upon completion of the initial discussions (which are not to exceed 12 months in duration (or such other period set by the Joint Executive Governance Committee)) contemplated in paragraph (b) above, the Province will cause the GPS Group or Administrator to issue a Change Request to TELUS requesting that TELUS prepare a Proposal with respect to the proposed addition of VoIP/UC Services as Available Services and thereafter the Change Process will apply to the balance of framework set out in this section 2, subject to the following terms and conditions:
- (i) The Change Process will be as between TELUS and the Province, and will not involve other GPS Entities;
  - (ii) TELUS will prepare and deliver the Proposal to the Province within 10 Business Days of the date upon which TELUS receives the Change Request (or such longer or shorter period of time as agreed to by TELUS and the Province in writing);
  - (iii) Based on the Proposal, TELUS and the Province will in good faith attempt to negotiate a term sheet setting out a business deal with respect to the provision to the Province of VoIP/UC Services by TELUS, which term sheet would be used as the basis for a Change Order to add VoIP/UC Services to the Available Services and complete the related Projects, as contemplated below;
  - (iv) Unless otherwise agreed by TELUS and the Province in writing, the VoIP/UC Services (including process for testing and implementing the VoIP/UC Services), as will be reflected in the Proposal, term sheet and Change Order contemplated in this section 2, will comply with the following principles:
    - A. The VoIP/UC Services will be consistent with the Province's applicable related architecture and, where possible, leverage the Province's existing assets, provided, however, that the intent of the Province and TELUS is to leverage TELUS' go to market solutions for customers generally;
    - B. The VoIP/UC Services will be provided as hosted services, or potentially customer premise equipment based services, with per seat pricing at several levels (e.g. simple phone, business phone, UC phone), where applicable;
    - C. If the VoIP/UC Services become Available Services they would be available to all of the GPS Entities;
    - D. No GPS Entity will be required to have any volume commitment with respect to the VoIP/UC Services;

- E. Unless otherwise agreed by TELUS and the Province, the VoIP/UC Services will include, at minimum, the following functionality:
- a) overall multi-tenant functionality;
  - b) IP voice services;
  - c) unified messaging – calendar, email, fax, voice;
  - d) presence;
  - e) instant messaging;
  - f) directory services (for clarity, the contemplated solution may use directory services provided by the Province);
  - g) administrative interface; and
  - h) web conferencing.

Optionally, the UC services may also include:

- i) desktop video conferencing;
  - j) audio conferencing;
  - k) web repositories; and
  - l) co-ordination services, search.
- F. The Service Levels for VoIP/UC Services will be negotiated as part of the service terms for VoIP/UC Services.
- G. The pricing for VoIP/UC Services (including all related Projects contemplated in this Schedule) will be determined through good faith negotiations on price and service terms, similar to what TELUS and the Province have done on previous potential opportunities, provided, however, where the Province and TELUS cannot otherwise successfully agree upon pricing through such good faith negotiations, the pricing will be determined based on the Pricing Principles. TELUS will provide pricing transparency, including transparency with respect to staffing models, and the pricing for VoIP/UC Services will be subject to the Pricing Disclosure Process (as defined in the Strategic Relationship Agreement).
- (v) If the Province and TELUS successfully negotiate and finalize a term sheet for the provision of VoIP/UC Services by TELUS, including completion of the VoIP/UC Pilot Project and the VoIP/UC Transition Project, the parties will then, based on such term sheet, in good faith negotiate : (A) a Change Order to add VoIP/UC Services to the Available

Services and require TELUS to complete the VoIP/UC Pilot Project and the VoIP/UC Transition Project (which, notwithstanding section 9.6 of the main body of this Agreement, will only need to be executed by TELUS and the Province); and (B) a Service Tower Commitment for such VoIP/UC Services.

- (vi) If the Province and TELUS disagree on any matter relating to the implementation of the framework set out in this section 2, including how the Pricing Principles should be applied to determine pricing under section 2(c)(iv)G, then the Dispute will be settled as an Expedited Dispute pursuant to the Dispute Resolution Process.
  - (d) The Province and TELUS will each assemble a negotiation team, composed of its selected representatives, which will be responsible for implementing the negotiation framework set out in this section 2 on its behalf.
  - (e) The Province and TELUS target to complete negotiation of, and execute, a Change Order and Service Tower Commitment for VOIP/UC Services and successfully complete the VoIP/UC Pilot Project on or before the date (the “**VoIP/UC Target Date**”) which is 12 months after date upon which the Province issues notice to TELUS pursuant to section 2(a) (or such other date as agreed to by TELUS and the Province in writing or set by the Joint Executive Governance Committee).
- G. The implementation of the VoIP/UC Services will be structured as two Projects, as follows:
- a) An initial Project (the “**VoIP/UC Pilot Project**”), the purposes of which is for TELUS to demonstrate, through one or more successful, large scale pilots, that the VoIP/UC Services comply with the Province’s Specifications (including required functionality) and business objectives for the VoIP/UC Services set out in the charter for such Project (the “**Success Criteria**”), and are ready for production;
  - b) If the VoIP/UC Pilot Project is successful as determined in accordance with section 2(e)J, a Project to transition to the VoIP/UC Services under this Agreement (the “**Transition VoIP/UC Project**”), which will reflect the scope and timing for transitioning the VoIP/UC Services for the Province.
- H. Each such Project will be structured with Milestones and off-ramps depending upon the success of the Project and will include a mutually agreed project plan and charter, which are consistent with the applicable Specifications, business objectives and other requirements of the Province for the VoIP/UC Services set out in this section 2.

- I. The delivery, testing and Acceptance of Test Components and Milestones of each such Project will be subject to the procedures, terms and conditions set out in Schedule I and section 6.4.
- J. The VoIP/UC Pilot Project will be deemed successful for purposes of this section 2 if the VoIP/UC Pilot Project demonstrates that the VoIP/UC Services satisfy the Success Criteria, provided, however, if the VoIP/UC Pilot Project does not demonstrate that the VoIP/UC Services satisfy the Success Criteria, TELUS will be entitled to a 90 day period (or such other period as may be mutually agreed by TELUS and the Province) to cure such failure and demonstrate, to the reasonable satisfaction of the Province, that such failure has been cured before the VoIP/UC Pilot Project will be deemed unsuccessful for purposes of this section 2.
- K. During the Term, the Province will not initiate a public procurement for VoIP/UC Services until the earlier of: (i) if the Province and TELUS are unable to complete negotiation of, and execute, a Change Order and Service Tower Commitment for VOIP/UC Services and/or successfully complete the VoIP/UC Pilot Project on or before the VoIP/UC Target Date, the VoIP/UC Target Date; and (ii) the date upon which the VoIP/UC Pilot Project is successfully completed.