

## SCHEDULE U – INDEMNIFICATION MATTERS

1. Pursuant to section 26.1 of the main body of this Agreement and subject to Schedule V, TELUS will indemnify and save harmless the GPS Indemnities for the following:
  - (a) any breach by TELUS of any of its representations, warranties, covenants, responsibilities or obligations set out in this Agreement;
  - (b) the failure of any member of TELUS Group to comply with the terms of this Agreement;
  - (c) any death, bodily injury, sickness, disease or injury of any kind, of any third party or any employee of the GPS Indemnities, to the extent caused by any act or omission of any member of TELUS Group or External Personnel in respect of this Agreement;
  - (d) any damage, loss or destruction of any tangible, real, personal or intangible property, including without limitation any damage at any Site or any loss in value of GPS Group Intellectual Property, to the extent caused by any act or omission of any member of TELUS Group, Personnel or External Personnel;
  - (e) from any Claim from any third party that has a contractual, statutory or other legal relationship with TELUS Group and that arises in connection with or as a result of this Agreement (other than third party claims caused by the breach of this Agreement by the GPS Group);
  - (f) any negligence or wilful misconduct on the part of TELUS, whether as a result of an act or an omission of TELUS or of any Entity for whom TELUS is responsible hereunder, including without limitation any crime, fraudulent or dishonest acts committed by any current or former Personnel or External Personnel;
  - (g) any amounts (including without limitation Taxes) assessed against the GPS Entities that are the obligation of TELUS;
  - (h) any Claim by a third party alleging that:
    - (i) the Services;
    - (ii) TELUS's performance or the receipt by the GPS Entities or GPS End Users of the Services under this Agreement;
    - (iii) any TELUS Intellectual Property, Third Party Material or New Material, or the use thereof by TELUS to provide the Services; or
    - (iv) the access to or use by any GPS Entities, the BPS Entities, Stakeholders or GPS End Users of any Service, Third Party Material, New Material, or TELUS Intellectual Property as permitted pursuant to this Agreement,

infringes, violates or misappropriates any Intellectual Property Right of any Entity.

2. Without limiting the indemnity obligation in section 26.1 of the Agreement and this Schedule, if all or any part of any TELUS Intellectual Property, Third Party Material, New Material or any other Intellectual Property Rights related to this Agreement or the Services becomes, or in the reasonable opinion of TELUS is likely to become, the subject of a Claim described in section 1(h) of this Schedule, TELUS, at its own expense and without prejudice to the other rights the GPS Entities may have under this Agreement, will promptly:
  - (a) procure for itself and for the GPS Entities, as applicable and to the extent required, the right to use the allegedly infringing material as contemplated in this Agreement;
  - (b) modify the allegedly infringing material to make it non-infringing, provided that any such modification will not materially affect the quality, performance or functionality of the Services under this Agreement or the quality of the affected TELUS Intellectual Property, Third Party Material or the New Material; or
  - (c) replace the allegedly infringing material with a substitute of equal quality, performance and functionality.