

## SCHEDULE "7"

### Provider License

1. In this Provider License,
  - (a) **"Provider System"** means
    - (i) the mountain-top radio equipment, control console equipment, telecommunications circuits, satellite back-up systems, and control room operating staff provided by the Province; and
    - (ii) the repeaters listed in Appendix "A" to this Provider License, as it may be modified or replaced by the Province, in the sole discretion of the Province, from time to time, by written notice to the Contractor.
2. The Province will provide the Provider System to the Contractor for the use of the Contractor in performing the Services on the terms and conditions set out in this Provider License.
3. The Contractor will use the Provider System solely for the purposes of performing the Services.
4. Any radio equipment owned by the Contractor and which may be used on the Provider System shall be approved by the Minister before being used on the Provider System.
5. Pursuant to section 4 of this Provider License the Contractor will take all reasonable means to repair faulty radio equipment not owned by the Province which detrimentally affects the normal operation of the Provider System and, if as a result of the Contractor's failure to perform its obligations under this section, work is undertaken by the Province to correct these faults, the value of such work will be charged to the Contractor in accordance with the rates described in subsection 10 of this Provider License.
6. The Provider System will at all times remain the property of the Province.
7. The Contractor will not cause or permit any maintenance, repairs, modifications or other work on the Provider System, except by a person or persons as directed by the Minister from time to time or with the prior written consent of the Minister.
8. The Province will, at the Province's expense, provide routine maintenance of the Provider System as the Minister in the Minister's sole discretion may consider necessary from time to time.
9. The Province may replace the Provider System or any part of the Provider System which the Minister determines, in the Minister's sole discretion, has exceeded its useful life expectancy.
10. The Contractor will, on demand, pay to the Province for maintenance provided by the Province, in the sole discretion of the Province, to radio and related equipment not included in the Provider System at \$70.00 per hour for labour, and materials at cost plus 10%, (Overtime charges will be calculated using the same overtime factors and conditions set out in the British Columbia

Government Employee's Union Master Agreement) plus applicable taxes, and any applicable shipping and handling charges incurred by the Province.

11. In the event that the Provider System or any part of the Provider System is lost, stolen, damaged, destroyed, not working, disabled, or otherwise fails, the Contractor will, forthwith, upon becoming aware of the failure, disablement, loss, theft, damage, or destruction, send written notice to the Province concerning the loss, theft, damage, destruction, disablement, or failure, and the Province will, within a reasonable time after receiving this notice from the Contractor, arrange for repairs to be made to the Provider System or any part of the Provider System or for replacement of the Provider System or any part of the Provider System, as the case may be.
12. The Contractor will ensure that all of its personnel operating radio equipment through the Provider System are licensed to operate mobile radio equipment by Industry Canada.
13. The Contractor will use radios on the Provider System which have the following specifications:
  - Operating frequency 142-150Mhz
  - Maximum power output of 50W
  - Sub audible tone capable (CTCSS)
  - Narrow band channel spacing
  - Minimum of 24 channels
  - 12 button DTMF key pad
  - Transmitter time-out timer
  - Type approval from Industry Canada

APPENDIX "A" TO THE PROVIDER LICENSE

Repeaters

<>