



CORPORATION OF THE TOWN OF MATTAWA

DATE: MONDAY, FEBRUARY 6TH, 2023

RESOLUTION NO: 23-

MOVED BY COUNCILLOR SARRAZIN

SECONDED BY COUNCILLOR GARDINER

RESOLUTION:

BE IT RESOLVED THAT Council of the Corporation of the Town of Mattawa adopt By-law 23-05 which will authorize the Mayor and CAO/Treasurer to execute the Master Communications Agreement with Bell Canada to provide Bell Business Internet Dedicated (BID) Service, to the municipal office at a total cost of \$55,500.00 payable at a fixed monthly cost of \$925.00 per month for a period of five years via the annual Operating Budget; and a one-time construction fee of \$20,000.00, payable with CCBF Funding.

At a speed of 100 Mbits Symmetrical,

Recorded Vote – Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Recorded Vote Requested by: <u>Councillor Levesque</u>	
	Yea Nay
Mayor Bélanger	<input checked="" type="checkbox"/> <input type="checkbox"/>
Councillor Gardiner	<input checked="" type="checkbox"/> <input type="checkbox"/>
Councillor Sarrazin	<input checked="" type="checkbox"/> <input type="checkbox"/>
Councillor Levesque	<input checked="" type="checkbox"/> <input type="checkbox"/>
Councillor Mick	<input checked="" type="checkbox"/> <input type="checkbox"/>
Councillor Ross	<input checked="" type="checkbox"/> <input type="checkbox"/>
Councillor Thibert	<input checked="" type="checkbox"/> <input type="checkbox"/>

RA Bélanger
MAYOR

Deferred Tabled Lost Carried

Declaration of Pecuniary Interest:

Disclosed his/her/their interest(s), vacated he/her/their seat(s), abstained from discussion and did not vote

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 23-05

BEING a by-law authorizing the signing of a Master Communications Agreement with Bell Canada which is a by-law to install fibre internet to the Municipal Office located at 160 Water Street Mattawa.

WHEREAS Section 5, subsection 3 of the Ontario Municipal Act 2001, S. O. 2001, c. 25 empowers and authorizes a municipal Council to pass by-laws enacting agreements.

AND WHEREAS the attached Master Communications Agreement, Schedule "A" outlines the funding agreement details and therefore forms part of this By-law.

NOW THEREFORE, the Council of the Corporation Town of Mattawa enacts as follows:

1. THAT the CAO/Treasurer are hereby authorized to execute the aforesaid Agreement on behalf of the Council of the Corporation of the Town of Mattawa, in accordance with the terms and conditions referred to in this agreement attached to this By-law and known as Schedule "A".
3. THAT this Agreement shall be effective and shall remain in effect and force in accordance with the terms of the agreement subject to any amendments thereto or the termination of the said agreement.

READ a first and second time this 6th day of February, 2023.

READ a third time and finally passed this 6th day of February, 2023.



Mayor



Clerk



Schedule "A"
to By-law 23-05

MASTER COMMUNICATIONS AGREEMENT (RETAIL)

This Agreement is between

Town of Mattawa, a company incorporated under the laws of Ontario and located at 160 WATER ST , MATTAWA, ON, P0H1V0 (the "Customer")

AND

BELL CANADA, a company incorporated under the laws of Canada, and located at 1 carrefour Alexander Graham Bell, Building A7, Verdun, Quebec, H3E 3B3 ("Bell").

For valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. SCOPE OF AGREEMENT

- (a) **Services and Products:** The Customer requests and Bell will provide to the Customer the services and products described in each schedule attached to, and forming part of, this agreement from time to time (a "Schedule") in accordance with the terms and conditions of this agreement. Altogether, the Tariffs (as defined in Section 1(d) and if applicable), the terms and conditions set out in this agreement, and the applicable Schedules form the "Agreement".
- (b) **Services and Service Schedules:** Services purchased pursuant to this Agreement (each a "Service", collectively, the "Services"), and additional terms and conditions applicable to the provision of the Service(s) are described in Schedules attached to this Agreement from time to time (each a "Service Schedule").
- (c) **Products and Product Schedules:** Equipment, maintenance services, software and/or firmware purchased pursuant to this Agreement (each a "Product" collectively the "Products"), and additional terms and conditions applicable to the provision of the Product(s) are described in Schedules attached to this Agreement from time to time (each a "Product Schedule").
 - (i) Customer assumes the risks of loss and damage to any Product that has been delivered to its premises. The Product is billable to the Customer upon delivery, provided that the Product was ordered by Customer, and the Product is not visibly damaged. Title to Product shall transfer to Customer upon payment in full of all Fees and Taxes (as defined below). By installing or using Products, Customer agrees that software included with the Product purchase is licensed strictly in accordance with the terms provided by the original equipment manufacturer ("OEM"). Once title and risk of loss has passed to Customer, Bell is not responsible for any defect in the Product.
 - (ii) By installing or using Products, Customer agrees that software included with the Product purchase is licensed strictly in accordance with the terms provided by the OEM.
 - (iii) Any warranty, indemnity and liability for Product will be provided by the OEM and will accompany the Product. Any warranty, indemnity and liability provided with Product will be between Customer and the OEM. Bell will have no liability to Customer in connection with such warranty, indemnity and liability obligations.
 - (iv) Unless otherwise set out in a Product Schedule, Customer is responsible for payment of all charges for transportation, duty, customs clearance, insurance, brokerage, as well as any other applicable charges and costs from the point of shipment of the Product.
- (d) **Tariffed Services:** A Service is "Tariffed" if regulated by the Canadian Radio-television and Telecommunications Commission (the "CRTC") and shall only be provided in compliance with the applicable tariffs (together with all applicable decisions, directions and orders of the CRTC, are referred to herein as the "Tariffs"), and the Tariffs, which form part of this Agreement, shall prevail in the event of a conflict with the terms and conditions set out herein. If the CRTC decides that a Service or a component of the Service will be forborne from regulation, then unless the parties otherwise agree in writing, this Agreement, including the applicable Service Schedule, will remain in full force and effect for that Service and will be considered to incorporate all terms and conditions set out in the Tariffs as at the effective date of forbearance, for the remainder of the minimum contract period ("MCP") or then-current Renewal Period (as defined in the Tariff) or Service Term (as defined in Section 3), as applicable.



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- (e) **Bell Providers:** Bell may perform its obligations under this Agreement through its affiliates (as defined in the Canada Business Corporations Act) (an "Affiliate"), agents, suppliers or subcontractors (the "Bell Providers"), but Bell shall not be relieved of its obligations by using the Bell Providers.
- (f) **Service Outside of Canada, Use of Bell Affiliates:** Any Services or Products provided to the Customer may be provided and invoiced by a Bell Affiliate instead of by Bell, at Bell's discretion, on the terms and conditions set out in this Agreement and the applicable Bell Affiliate Schedule. In such cases, the Bell Affiliate shall be the Customer's supplier for such Services and Products.

2. Fees And Taxes

- (a) **Fees and Taxes:** The Customer shall pay fees for the Services, the Product price, Termination Fees (as defined in Section 4(a)), Construction & Backhaul (as defined in Section 2(b)) charges, Inside Wiring (as defined in Section 2(b)) charges, and any other amount payable pursuant to this Agreement (collectively, the "Fees"). The Customer shall also pay applicable commodity taxes, and similar taxes levied or assessed by any local and/or government authority, as well as surcharges for foreign taxes or those imposed by third-party providers, withholding tax, and interexchange carrier charges, if any (collectively, "Taxes"). Customer shall pay Fees and Taxes within 30 days of the invoice date. Payment may not be made by credit card unless specifically agreed to in writing by Bell. Bell, in its sole discretion, reserves the right to change acceptable methods of payment upon prior notice to Customer. Where technically feasible, Bell will deliver the invoices electronically within one business day of the invoice date. If any legislation authorizes the Customer to purchase Services or Products pursuant to this Agreement without payment of commodity taxes, Customer agrees to supply Bell with evidence of such authorization. Fees and Taxes are subject to a late payment charge ("Late Payment Charge") at the rate specified in the invoice, which rate may vary from time to time, calculated from the invoice date, if Fees and Taxes are not paid within 30 days of the invoice date.
- (b) **Construction & Backhaul, and Inside Wiring:** Unless otherwise set out in a Service Schedule, "Construction & Backhaul" includes the construction of access circuit, circuit diversity, and building conduit if required, from a Bell central office to the Customer's telecommunications room, and backhauling connectivity or leasing facilities from third party carriers, if required. Customer is responsible for ensuring that there is available, (i) conduit with spare capacity from the Customer building telecommunication room to the Customer's premises telecommunications room, and (ii) inside wiring and cabling necessary to provide the Services ("Inside Wiring"). Customer may contract Bell to provide Inside Wiring separately from the Services. Customer will pay Construction & Backhaul charges, and Inside Wiring charges, even if they are not expressly set out in a Schedule or Statement of Work. The Fees associated with the performance of the construction of certain features, such as those required to add capacity or build conduit from the Customer's property line to the Customer's telecommunications room, may not be known until the implementation of the Services is performed.
- (c) **Time and Material:** Without limiting anything in a Service Schedule that addresses this issue, in the event Bell performs support services for Customer to address a Service outage or degradation, and the cause of such Service outage or degradation is ultimately found not to be a Bell responsibility, Bell may invoice the Customer, on a time and material basis at Bell's then current market rates for similar services, for the services Bell provided to the Customer to identify and resolve the Service incident. Such fees shall include, without limitation, any i) costs associated to equipment or material provided; ii) professional service fees, for Bell or a Bell Provider, for the time spent pursuing the resolution; and iii) any travel expense incurred in relation to the support provided.
- (d) **No Withholding, Deduction or Set-Off:** Customer shall not withhold or deduct any amounts from, or set-off amounts owed by Bell or a Bell Affiliate to Customer against any amounts invoiced by Bell or a Bell Affiliate under this Agreement.
- (e) **Disputed Charges:** The Customer shall notify Bell in writing within 150 days of the date of the applicable invoice of any charges that Customer disputes. If Bell determines, acting reasonably, that those charges should not have been billed or were over-billed, Bell will credit the Customer for those charges.
- (f) **Deposit:** Bell may require the Customer to provide a deposit or, if a credit review reveals Customer as non-creditworthy, require a change to payment terms. If Customer fails to provide Bell with such a deposit or fails to honour revised payment terms, Bell may either suspend or terminate the Agreement on 60 days notice. Deposit shall be maintained as security for Customer's performance of its obligations pursuant to this Agreement.



3. TERM

- (a) **Term of the Main Body of this Agreement:** The term of the main body of this Agreement (the "Agreement Term") will begin on the date it is signed by the Customer and it will expire or terminate on the date that the Service Term (as defined in Section 3(c)) of the last remaining Schedule expires or terminates.
- (b) **Term of Each Service Schedule:** Each Service will be provided for the period set out in the applicable Service Schedule (the "Initial Service Term").
- (c) **Renewal Term(s) of Each Service Schedule:** Unless the Customer or Bell provides notice to the other as described in Section 3(d), each Service Schedule will automatically be renewed at the end of the Initial Service Term on the same terms and conditions for the renewal period(s) set out in that Service Schedule. If there is no renewal period set out in a Service Schedule, then that Service Schedule will expire and the Services provided under it will be terminated at the end of the Initial Service Term. Each renewal period described above is defined as a "Service Renewal Term". The Initial Service Term and any Service Renewal Term(s) are collectively referred to as the "Service Term". Bell may change the Fees for a Service Renewal Term by providing the Customer with at least 60 days advance written notice of the change before the end of the then current Initial Service Term or Service Renewal Term, as the case may be.
- (d) **Notice of Non-Renewal:** Either party may provide to the other party written notice, at least 60 days in advance of the expiration of the relevant Service Term, that it does not intend to renew a Service Schedule with the result that the Service Schedule will expire and the Services provided under it will be terminated at the end of the Service Term.
- (e) **Early Provision of Services and Product:** If Bell begins work to provision any Service or Product, or if Bell delivers any Service or Product, before the start of the Agreement Term or the applicable Initial Service Term, all Services and Product provided by Bell before either of those dates will be considered to have been provided under the terms and conditions of this Agreement including the applicable Schedule. The Fees during such time will be Bell's then current standard hourly rate for Professional Services or month-to-month rates, as applicable, unless otherwise agreed to.

4. TERMINATION OR CANCELLATION

- (a) **Early Termination of Service Schedule by Customer:** Unless otherwise set out in a Service Schedule, Customer may terminate a Service it has requested under a Service Schedule ("Terminated Service") at any time before the end of the relevant Service Term by giving notice of termination to Bell at least 30 days before the proposed early termination date (except if the Terminated Service is Internet access, TV or local voice and Customer's average monthly telecommunications bill is under \$2,500, in which case 30 days' notice is not required). If Customer terminates a Service under this Section 4(a), the Customer shall pay to Bell all Fees, Taxes and Late Payment Charges due for the Terminated Service up to the date of termination. Customer shall also pay to Bell the following "Termination Fees":
 - (i) 100% of the reasonable out-of-pocket expenses that Bell incurs or will incur in connection with its contractual arrangements with the Bell Providers,
 - (ii) all charges for performed Construction & Backhaul and any related windup or remediation, charges for Inside Wiring, and any termination fees associated with terminating leases for third party facilities or other backhaul related charges, and
 - (iii) the termination charges specified in the relevant Service Schedule, or if not specified, for all Services other than Professional Services, an amount equal to 50% of the remaining monthly Fees for the Terminated Service that would have been payable to the end of the applicable Service Term, and
 - (iv) any applicable Taxes on (i), (ii) and (iii).

The Customer acknowledges that Termination Fees are a reasonable estimate of Bell's liquidated damages and represent consideration for the Services and Products, and are not a penalty. In the event that a payment to be received by Bell for Termination Fees would be deemed by the applicable tax legislation to include an amount of GST/HST and/or QST or other Tax, the amount of Termination Fees payable by the Customer shall be grossed up by an amount equal to the amount of GST/HST, QST and other Taxes that would be deemed to be included in such payment.



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- (b) **Cancellation of Product Schedule by Customer:** If, prior to delivery, Customer cancels an order for Product(s) in full or in part prior to the delivery or performance of the order, a restocking fee of up to 25% of Product cost, as listed in the Product Schedule or on a quotation or purchase order will be charged. Bell may apply any deposit collected for the cancelled Product(s) order towards the restocking fee. Bell will not accept for return or refund: (i) any licensed software, which will be charged at 100% of the price; (ii) Products that have already been delivered to Customer; (iii) Products that are non-stock, specially ordered or customized; or (iv) Products that have been discounted or sold to Customer at an incentive price.
- (c) **Termination for Cause:** Either party may terminate this Agreement or any Schedule, or Bell may suspend the Services in whole or in part, in each case, by giving notice in writing to the other party upon the occurrence of any of the following: (i) the other party commits a material breach with respect to a material obligation under this Agreement or the applicable Schedule and does not remedy that breach within 30 days after receiving written notice of the breach; or (ii) the other party enters into a compulsory or voluntary liquidation, or convenes a meeting of its creditors or has a receiver appointed over any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business. Customer's failure to pay any invoiced Fees, Taxes or Late Payment Charges when due is a material breach with respect to a material obligation. Notwithstanding the foregoing, if Bell materially breaches with respect to a material obligation in the provision of a Service or Product, and Bell has not remedied that breach within 30 days after receiving written notice of such default, Customer shall only be entitled to terminate the specific Service(s) or Product(s) for which the breach occurred under the applicable Schedule.
- (d) **Charges Payable:** On the termination of this Agreement or Schedule for any reason, all payments required to be made to Bell by the Customer thereunder, shall be due and payable immediately. Termination of this Agreement or a Schedule shall not relieve the Customer from any liability which accrued before the termination became effective. Customer will not be required to pay the applicable Termination Fees if Customer terminates this Agreement or a Schedule pursuant to Section 4(c).

5. BELL EQUIPMENT

- (a) All material, equipment and software required for Customer to use the Services or Products and made available to Customer by Bell or the Bell Providers, and any other software and equipment, including fibre optic cable, patch panels, transport conductors and switching equipment, used by Bell in the provision of the Services (collectively, "**Bell Provided Equipment**") shall at all times be and remain the exclusive property of Bell or the Bell Providers, wherever located, including on Customer premises. Upon termination or expiration of the Agreement or a Schedule, Customer shall return the Bell Provided Equipment to Bell at Customer's expense. The Bell Provided Equipment does not include the Products purchased pursuant to this Agreement or the Customer Provided Equipment (as defined in Section 6(a)(iv) below). Customer shall be responsible for the loss of or damage to the Bell Provided Equipment in its care and control except if caused by the negligence or willful misconduct of Bell or the Bell Providers. Customer shall ensure at all times that the Bell Provided Equipment is stored in a manner and in an environment that conform to relevant specifications provided by Bell. Bell may, in its sole discretion, make changes to or replace the Bell Provided Equipment used in connection with the provision of the Services, provided that (i) Bell provides Customer with 90 days advance written notice of any such changes or replacement of Bell Provided Equipment where such changes or replacement will require a corresponding change in the Customer's equipment, and (ii) any such changes or replacement of Bell Provided Equipment do not change the functionality of the related Service(s).
- (b) Customer acknowledges it has no right, title or interest in or to any network address or identifier (such as telephone number, IP address, host name) ("**Identifier**") assigned to the Customer by Bell. Bell may, on reasonable notice to the Customer, change the Identifier. Bell is not obligated to notify any other party of a change to the Customer's Identifier.

6. ADDITIONAL CUSTOMER OBLIGATIONS

- (a) **Obligations:** The Customer shall:
 - (i) comply and cause its End Users to comply with the applicable governing law as set out in Section 12(c);
 - (ii) not resell or remarket all or any portion of the Services or Products, under its own branding or under any other branding, unless expressly permitted in a Service Schedule;
 - (iii) unless provided by Bell as part of the Service pursuant to a Service Schedule, provide all necessary infrastructure (e.g., power, conduit and outlets), Inside Wiring, and ambient environments required for the receipt of the Services and the safe and efficient operation and maintenance of the Bell Provided Equipment on Customer premises in accordance with the specifications provided



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by Bell and all applicable industry and safety standards; If Customer fails to undertake any of the foregoing, including the facility requirements outlined in Section 2(b) above, at its sole cost and expense, and such failure results in a delay or inability for Bell to install, provision or deliver the Services, or if Bell is delayed in its provisioning, installation and delivery of the Services by any other act or omission of the Customer or a third party not acting on Bell's behalf, the Customer shall be solely responsible for any such delay, including, without limitation, any missed milestone or service level associated to the delivery of Services, and any costs or delayed savings arising as a result of Bell's inability to deliver the Services, and Bell reserves the right to charge Customer all reasonable costs and expenses that Bell incurs as a result of such delay. For clarity, failure to properly complete the Construction and Backhaul by a Customer may impact the cost or timeliness of the entirety of the Services being provisioned under a Service schedule, not solely the sites where the Customer failed to complete its Construction & Backhaul obligations, and the Customer shall be responsible for all such delays under this Section;

- (iv) unless provided by Bell as part of the Service pursuant to a Service Schedule, be responsible for the supply (including obtaining necessary licenses and authorizations), installation and maintenance of any material, equipment or software other than the Bell Provided Equipment (the "Customer Provided Equipment") at each site that is necessary to receive the Services. Customer shall ensure that Customer Provided Equipment is (A) installed, maintained, secured and stored in a manner and an environment that conform to the manufacturer's specifications and any reasonable specifications provided by Bell, and (B) compatible with the Bell Provided Equipment;
 - (v) obtain and maintain all third party licenses, authorizations, permissions and consents necessary to permit Bell and/or the Bell Providers prompt and safe access to Customer's premises and Customer Provided Equipment and Bell Provided Equipment on Customer premises, so they can perform Bell's obligations and enforce Bell's rights under this Agreement, provided that Bell and all Bell's agents comply with all reasonable site access requirements at each Customer premises (if compliance with any such site access requirements results in a delay in Bell installing Services or repairing, replacing or upgrading Bell Provided Equipment at the Customer premises, Bell shall not be responsible for any missed service level agreements or implementation milestones as a results of such delay);
 - (vi) be responsible for use of the Services and Products, including through access points, by any party other than Bell or a Bell Provider (collectively, "End Users"), and take all necessary measures to ensure that the End Users use the Services and Products in accordance with the terms and conditions of this Agreement;
 - (vii) comply and cause its End Users to (A) comply with the internet acceptable use policy attached to a Service Schedule (as may be amended by Bell from time to time and made available on Bell's website) if applicable; (B) comply with any third party software license terms and conditions for software used by the Customer and/or its End Users in connection with the use of the Services and Products; and (C) not upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute or provide access to information, software or other content or material in connection with the use of the Services and Products which is confidential or is protected by copyright or other intellectual property rights including any broadcast, sound recording, communication signal, telecommunication, musical work, cinematographic work, performance, photograph or computer program, without prior authorization from the rights holder(s);
 - (viii) consent and ensure its End Users consent to receive software downloads from Bell, its Affiliates and partners to the Customer's End User devices, Customer Provided Equipment and Bell Provided Equipment to the extent that such downloads are reasonably necessary for the continued efficient operation of the Products and Services and related material, equipment and software being provided to the Customer;
 - (ix) not use, abuse, tamper with, alter or otherwise rearrange the Services or Products, or permit or assist others to do so, for any purpose or in any manner, that: (A) interferes with the Products or Services or the provision of them; (B) interferes with the networks of Bell or any Bell Provider or access to those networks by other users; or (C) uses the Product or Services in a manner that directly or indirectly violates the terms of this Agreement, applicable laws or any third party or Bell rights; and
 - (x) maintain the minimum commitment levels for billing, volume or usage, if any, as set out in a Schedule (the "Minimum Commitment") or pay any under utilization fees or charges set out in such Schedule ("Under Utilization Charges").
- (b) **Failure to Comply:**
- (i) Bell is not liable for any failure to provide the Services or Products in accordance with this Agreement resulting from Customer's failure to comply with any of the obligations set out in this Section 6.
 - (ii) If a Customer's failure to comply with any of the obligations in Sections 6(a)(i)- 6(a)(vii) and 6(a)(ix) materially adversely affects



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Bell including Bell's or a Bell Provider's network, the Services or the ability of other customers to receive services from Bell, Bell may take all actions which it considers necessary to address such effect including the immediate suspension of or restriction on the use of the Services.

7. WARRANTIES, SERVICE DISCLAIMER AND MIGRATION

- (a) **Reasonable Skill, Care and Diligence:** Bell shall perform, or cause to be performed (including through appropriate supervision and inspection) the Services and otherwise fulfill its obligations hereunder honestly and in good faith, exercising reasonable skill, care and diligence, consistent with industry standards applicable to comparable providers of similar services, in accordance with the terms and conditions of this Agreement.
- (b) **Disclaimer:** Customer acknowledges that Bell does not warrant (i) uninterrupted or error-free Services, or (ii) third-party Content (as defined in Section 10) availability, accuracy or any other aspect of any information including all data, files and all other information or third party Content in any form, accessible or made available to or by the Customer or End Users through the use of the Services. Customer acknowledges that Bell may interrupt the Services, as may be specified in the Service Schedules or in case of emergency, in order to provide maintenance in respect of the Services and Products. Unless otherwise expressly set out in this Agreement or a Schedule the warranties provided in this Agreement replace all other warranties and conditions. The Customer waives all other warranties and conditions, express, implied or statutory, including any warranty of merchantability, fitness of a particular purpose or availability or reliability of the Services or Products.
- (c) **Migration:** During a Service Term, Bell may migrate a Service to an alternative service or technology or replace Bell Provided Equipment as long as the alternative service or technology or Bell Provided Equipment provides substantially similar functionality as the Service. Should this event occur, the definition of "Service" will include the alternative service or technology for the purposes of this Agreement. Bell shall not be responsible if any changes in the Services affect the performance of material, equipment or software other than Bell Provided Equipment or cause such material, equipment or software to become obsolete or require modification or attention. Bell shall provide the Customer with 60 days' notice of the migration and the Customer shall co-operate with Bell to implement the migration.

8. LIMITATION OF LIABILITY & INDEMNITIES

- (a) **LIABILITY FOR DAMAGES:** BELL AND THE BELL PROVIDERS' TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY, CLAIMS OR LOSSES (COLLECTIVELY, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF PRODUCTS OR SERVICES UNDER THIS AGREEMENT, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO:
 - (i) FOR SERVICES, THE TOTAL AGGREGATE MONTHLY FEES PAID BY THE CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO THE DAMAGES DURING THE THREE-MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE DAMAGES; OR
 - (ii) FOR PRODUCTS, FOR WHICH THERE IS NO WARRANTY, INDEMNITY OR LIABILITY PROVIDED WITH THE PRODUCT, 50% OF THE TOTAL PURCHASE PRICE PAID BY THE CUSTOMER FOR THE SPECIFIC PRODUCT(S) GIVING RISE TO THE DAMAGES,

LESS ALL AMOUNTS PAID FOR PREVIOUS DAMAGES FOR SUCH SERVICES AND PRODUCTS, IF ANY.

THE FOREGOING LIMITATION OF LIABILITY DOES NOT APPLY TO DAMAGES ARISING FROM BODILY INJURY (INCLUDING DEATH) SUSTAINED BY THE CUSTOMER AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION OR WILFUL MISCONDUCT ON THE PART OF BELL OR THE BELL PROVIDERS ARISING FROM ITS PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

- (b) **NO LIABILITY FOR CERTAIN DAMAGES:** NEITHER PARTY IS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF PRODUCTS OR SERVICES UNDER A SCHEDULE, OR THE FOLLOWING WHETHER CHARACTERIZED AS

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DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES: LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITIES, MISAPPROPRIATION OF PERSONAL INFORMATION STORED ON PRODUCTS, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM, WHETHER ARISING IN TORT, OR CONTRACT LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. BELL AND THE BELL PROVIDERS ARE NOT LIABLE FOR, AND CUSTOMER SHALL BE LIABLE FOR (I) THE USE OF THE PRODUCTS OR SERVICES PROVIDED BY BELL IN COMBINATION WITH SERVICES, PRODUCTS OR EQUIPMENT PROVIDED BY THE CUSTOMER OR ANY THIRD PARTIES, (II) THE FAILURE BY THE CUSTOMER TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, (III) CUSTOMER'S OR ANY OF ITS END USER'S USE OR MODIFICATION OF THE PRODUCTS OR SERVICES OR TRANSMISSION OF CONTENT (AS DEFINED IN SECTION 10, OR (IV) CLAIMS AGAINST BELL OR A BELL PROVIDER BY AN END USER IN CONNECTION WITH THE PRODUCTS OR SERVICES.

- (c) **RIGHTS AND REMEDIES:** ALL OF CUSTOMER'S RIGHTS AND REMEDIES RELATING TO (a) BELL'S FAILURE TO MEET A SERVICE LEVEL AGREEMENT, AND (b) SERVICE INTERRUPTIONS, INCLUDING IN EACH CASE, ANY CREDITS, REFUNDS OR RIGHTS OF TERMINATION, ARE SET OUT IN THE RELEVANT SERVICE SCHEDULE. THESE RIGHTS AND REMEDIES ARE SUBJECT TO THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION 8 (limitation of liability & indemnities) AND ARE THE ONLY REMEDIES FOR BELL'S FAILURE TO MEET A SERVICE LEVEL AGREEMENT OR FOR A SERVICE INTERRUPTION.

9. CONFIDENTIAL INFORMATION:

- (a) "**Confidential Information**" means any data, documentation or other information of a proprietary or confidential nature of a party, or its Affiliates, or which is treated as confidential by a party or its Affiliates, whether or not identified as being confidential or proprietary, which is disclosed or made available to the other party in connection with the negotiation, preparation or performance of this Agreement. The design, installation, delivery or implementation of the Services or Products, including pricing information, service levels and network design specifications shall constitute Confidential Information of Bell. Confidential Information excludes the Customer's name, address and listed telephone number and any data, documentation or other information which is (i) in the public domain, (ii) known to the receiving party prior to receipt thereof from the disclosing party, or (iii) available to the receiving party on a non-confidential basis from a source other than the disclosing party (or, in Bell's case, a Bell Provider), if that source or its source is not in breach of any obligations of confidentiality to the disclosing party (or, in Bell's case, a Bell Provider); or (iv) the receiving party can show to have been developed independently by the receiving party without using the Confidential Information of the disclosing party. The receiving party agrees to take such care to protect the confidentiality of the Confidential Information as would be taken by a reasonable party to protect its own Confidential Information from disclosure subject to the exceptions set out below.
- (b) Except as (i) permitted or required by law, or regulation, or pursuant to a lawful request or (ii) if required to receive or provide the Products and Services under this Agreement, as applicable, the receiving party agrees not to use or disclose the Confidential Information without disclosing party's prior written consent. Customer consents to Bell disclosing Customer information to the CRTC as required for the CRTC to approve any filings related to the Services.
- (c) In the event that Bell is provided with access to Customer's End Users' information ("**End User Data**"), Customer shall ensure that it has all the requisite consents for Bell to use such End User Data in the manner contemplated under this Agreement. Customer acknowledges and agrees that in the event that Customer provides Bell with access to End User Data where Bell is not required to have such access, Bell shall not be liable for any loss, unauthorized access to, or any other act or omission in relation to the End User Data. If End User Data includes information about an identifiable individual ("**Personal Information**"), Bell agrees that it will protect such Personal Information in accordance with Bell's Privacy Policy and the *Personal Protection and Electronic Documents Act* (S.C. 2000, c. 5), as amended over time.

10. MONITORING AND NETWORK MANAGEMENT

Subject to compliance with applicable laws, Bell may, as part of the oversight and management of its network, monitor use of the Services (electronically or otherwise) and collect or modify any transmission data as necessary to satisfy any law, regulation or investigate any information, data, files, pictures or content in any form (collectively, the "**Content**") or use of Services as necessary to perform analytics, develop, improve or operate the Services or to protect the rights or property of itself or others that are directly relating to providing the Products and Services. Such monitoring may include but not be limited to bandwidth consumption and how it affects operation and



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efficiency of the network and Bell Services. Customers who consume excessive bandwidth capacity in Bell's reasonable discretion may have their Services appropriately restricted. Customer acknowledges that Bell does not own or have any control over the availability, accuracy or any other aspect of any third-party Content that may be made available to or by the Customer or its End Users through the use of the Services.

11. FORCE MAJEURE

If there is a default or delay in a party's performance of its obligations under this Agreement (except for the obligation to make any payments under this Agreement), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, acts of God, epidemic, pandemic, explosion, power failure, third party caused damage to network infrastructure (e.g., a cable cut), war, terrorism, revolution, civil commotion, cyber terrorism/warfare, acts of public enemies, law, order, regulation, ordinance or requirement of any government or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts, then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day-by-day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.

12. DISPUTE RESOLUTION

- (a) **Dispute Process:** In the event a dispute ("Dispute") arises between Bell and the Customer with respect to the validity, construction, interpretation, performance or effect of this Agreement, or of their respective rights and obligations thereunder, either of them may deliver to the other a written Notice of Dispute setting out the nature and reasons for the Dispute. If Bell and the Customer cannot reach an agreement within 10 Business Days after delivery of the Notice of Dispute, either of them shall refer the Dispute to senior management for resolution. Senior management of both parties will meet as soon as is reasonably possible after a Dispute is referred to them, giving due regard to the nature and impact of the matters in Dispute. If senior management are unable to reach an agreement within 10 Business Days after their first meeting, or if no meeting between senior management occurs within 15 Business Days after the Dispute is referred to them, either Bell or the Customer shall submit the Dispute to final and binding arbitration by serving a notice of arbitration on the other.
- (b) **Arbitration Process:**
- (i) The place of the arbitration will be the largest metropolitan centre located in the province of the Customer's principal place of business and will be governed by the arbitration legislation in effect in that province, such as the Québec Code of Civil Procedure, RLRQ, c. C-25.01 or the Ontario Arbitration Act, 1991, S.O. 1991, c-17. Where the Customer's principal place of business is outside of Canada, the arbitration shall take place in Toronto, Ontario, in accordance with the arbitration legislation in effect in that province.
 - (ii) The arbitration will take place before a single arbitrator. If the parties are unable to agree to the selection of an arbitrator within 30 days after the commencement of the arbitration by service of a notice of arbitration, the arbitrator will be appointed in accordance with the applicable arbitration legislation.
 - (iii) The arbitration will be conducted using a virtual hearing platform, unless the parties agree or the arbitrator orders otherwise.
 - (iv) The arbitration will be conducted in either English or French, as agreed to by the parties or as ordered by the arbitrator.
 - (v) Each party shall bear its own costs of the arbitration, and shall share equally the costs of the arbitrator, unless the arbitrator orders otherwise, and the parties may seek leave of the arbitrator to make submissions on costs.
 - (vi) All matters relating to the arbitration, including the arbitrator's award and any written reasons in respect of the award or any interim decisions, shall be private and confidential to the full extent permitted by applicable law.
 - (vii) Prior to the appointment of the arbitrator, the parties may apply to a court of competent jurisdiction for urgent interim relief, including injunctive relief as may be necessary to safeguard the property or rights that are the subject matter of the arbitration. Once appointed, the arbitrator shall have exclusive jurisdiction to hear applications for such urgent interim relief, except that a party may apply to the court to enforce any interim measures ordered by the arbitrator.



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- (viii) The arbitrator's award shall be final and binding on the parties. In respect of an arbitration that takes place outside of the Province of Quebec, there shall be a right of appeal only on questions of law, and no right of appeal on questions of fact or questions of mixed fact and law shall be permitted.
- (ix) In the event that a party fails to honour the arbitrator's award, the other party may apply to a court of competent jurisdiction for judgment on the arbitrator's award.
- (x) Except as otherwise provided in this Agreement, neither Bell nor the Customer may cease to perform their respective obligations under this Agreement while a Dispute is being resolved.
- (xi) The Customer waives any right it may have to start or participate in any class action against Bell and the Customer agrees to opt out of any class proceeding against Bell.
- (xii) The following matters shall be excluded from arbitration under this Agreement:
 - 1. Any undisputed claim for the collection of amounts owing to Bell;
 - 2. Any disputes in which relief is sought against a third party, unless Bell, the Customer and the third party all consent to arbitration pursuant to this article;
 - 3. Any disputes in respect of the alleged infringement of intellectual property whether initiated by Bell, the Customer or a third party

13. GENERAL PROVISIONS

- (a) **Entire Agreement and Amendment:** This Agreement is the entire agreement between the Customer and Bell with respect to the subject matter, and supersedes all prior agreements, understandings, commitments, undertakings, proposals, representations, negotiations and discussions on the subject matter, whether written or oral. There are no, and Bell shall not be liable for, conditions, agreements, representations, warranties or other provisions, express or implied (including through course of dealing), collateral or otherwise, relating to the subject matter of this Agreement, which induced either party to enter into this Agreement or on which either party places any reliance, other than those set forth in this Agreement. If the Customer issues a purchase order or other document for the Services or Products, it will be considered to be for the Customer's internal use only and any provisions contained in it shall not amend or be used to interpret this Agreement. This Agreement shall not be amended other than by an instrument in writing signed by both parties and stating that the parties intend to amend this Agreement.
- (b) **Assignment:** Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent. For the purpose of this Section 13(b), the following events will be deemed an assignment: (i) any proposed sale or disposition of all or substantially all of the assets of a party; and (ii) a merger, share exchange, acquisition or any similar event which results in a change in the beneficial ownership of more than fifty percent (50%) of the voting securities of a party. Notwithstanding the foregoing, Bell may, without advance notice or Customer's consent, assign this Agreement, and have no further liability thereunder, to (i) any of its Affiliates and (ii) any person in connection with a transaction whereby any division, business unit or Affiliate of Bell is sold, re-organized or otherwise disposed of by Bell or BCE Inc., in whole or in part, and that such transaction purports to include this Agreement, provided in both cases that the assignee agrees to be bound by this Agreement and assume the obligations thereunder. If this Agreement is assigned only in part pursuant to this paragraph: (y) this Agreement will be deemed to have been duplicated and novated with the assignee as counterparty for the assigned portion, and (z) at Bell's option, Customer shall enter into a new agreement with Bell, which shall be on the same terms and conditions as this Agreement except to the extent necessary to reflect the assignment. Bell may also assign any receivable that arises under this Agreement, any right to receive payment related to that receivable and any interest in that receivable or right to receive payment.
- (c) **Governing Law:** This Agreement shall be governed by and interpreted according to the laws of Ontario unless the Customer's head office is situated in Quebec. If the Customer's head office is situated in Quebec, this Agreement shall be governed by and interpreted according to the laws of Quebec. The applicable governing law shall be determined as noted above without regard to any conflicts of law rules that might apply the laws of any other jurisdiction. The parties attorn to the exclusive jurisdiction of the courts of Toronto unless the Customer's head office is situated in Quebec, in which case the Parties attorn to the exclusive jurisdiction of the courts of Montreal in respect of all matters arising out of or in connection with this Agreement except CRTC regulatory matters. For CRTC regulatory matters the parties attorn to the exclusive jurisdiction of the federal courts or tribunals of Canada.



- (d) **Interpretation:** In this Agreement, the headings are for convenience of reference only and shall not affect its construction or interpretation. If there is any conflict between the terms of the main body of this Agreement and a Tariff, if applicable to the Service in dispute, the terms of the applicable Tariff shall govern. If there is any conflict between the terms of the main body of this Agreement and the Schedules, the terms of the main body of the Agreement shall govern unless otherwise expressly provided in writing in a Schedule.
- (e) **Waivers:** No waiver of any provision of this Agreement shall bind a party unless consented to in writing by that party. No waiver of any provision of this Agreement shall be a waiver of any other provisions, nor shall any waiver be a continuing waiver, unless otherwise expressly provided in the waiver.
- (f) **Notice:** All notices and consents provided for shall be given in writing and delivered by personal delivery, prepaid first class registered or certified mail, by facsimile, by regular mail or e-mail. Notices delivered by facsimile shall be considered to have been received upon the sender obtaining a bona fide confirmation of such delivery. Notices delivered by e-mail shall include the following, and shall only be effective if the recipient provides by e-mail a confirmation of delivery and the date of acceptance of the delivery: (i) sender's name, address, telephone number, fax number and e-mail address; (ii) date and time of the transmission; and (iii) the name and telephone number of a person to contact in the event of transmission problems. Delivery of notices after 4:00 p.m. at the address being served constitutes delivery the following day. Notices delivered by regular mail shall be deemed received on the fifth day after the notice has been mailed. The address for notice shall be (i) for the Customer, the address to which Bell sends the Customer's invoices and e-mail addresses on file for the Customer with Bell; and (ii) for Bell, to the business address and attention of the Bell sales representative for the Customer. Customer shall notify Bell of a change in its billing address and any change in its corporate name or any business or trade name used in connection with the Services.
- (g) **Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions of this Agreement shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
- (h) **Survival:** The following Sections of this Agreement shall survive termination or expiration of this Agreement: Sections 2 (Fees And Taxes), 4(a) Early Termination of Service Schedule, 4(d) (Termination – Charges Payable), 5 (Bell Equipment), 6 (Additional Customer Obligations), 7(b) and 7(c) (Service Disclaimer and Migration), 8 (Limitation Of Liability & Indemnities), 9 (Confidential Information;), and this Section 13 (General Provisions).
- (i) **Counterparts:** This Agreement, including any Schedule or service order signed pursuant to a Schedule, may be signed in one or more counterparts (including through electronic signatures), each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.
- (j) **Language:** The parties have requested that this Agreement and all correspondence and all documentation relating to this Agreement be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.
- (k) **No Partnership and Third-Party Beneficiaries:** Bell is an independent contractor of Customer. The Agreement shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture. Nothing in this Agreement, express or implied, shall or is intended to confer on any other person, firm or enterprise, any rights, benefits, remedies, obligations or liabilities of this Agreement, other than the parties, their respective successors or permitted assigns.



TOWN OF MATTAWA SIGNATURE : <u>RA Belanger</u> NAME: <u>Raymond A. Belanger</u> TITLE: <u>Mayer</u> I am authorized to bind the Customer to the terms and conditions of this Agreement. DATE: <u>February 6, 2023</u>	BELL CANADA SIGNATURE : _____ NAME: _____ TITLE: _____ I am authorized to bind Bell Canada to the terms and conditions of this Agreement. DATE: _____
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TOWN OF MATTAWA SIGNATURE : <u>Francine Desormeau</u> NAME: <u>Francine Desormeau</u> TITLE: <u>CAO/Treasurer</u> I am authorized to bind the Customer to the terms and conditions of this Agreement. DATE: <u>February 6, 2023</u>



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BELL BUSINESS INTERNET DEDICATED (BID) SERVICE SCHEDULE

Customer Name: Town of Mattawa

This Service Schedule is subject to the terms and conditions set out in the Master Communications Agreement ("MCA") between Bell and Customer. Capitalized terms used but not defined in this Service Schedule shall have the meanings given to such terms in the MCA.

1. TERM:

- (a) **Initial Service Term:** The terms of this Service Schedule are effective the date both parties have executed it below (the "Schedule Effective Date"). The Initial Service Term shall begin on the Schedule Effective Date, and continue for a period of 5 years, beyond the date that the Service is provisioned and ready to be used (the "Initial Service Term")
- (b) **Service Renewal Term:** Upon expiration of the Initial Service Term, there shall be consecutive service renewal terms each equal in length to the Initial Service Term (the "Service Renewal Term") provided that none of the parties has sent to the other party a notice of non-renewal at least sixty (60) days prior to expiration of the Initial Service Term or then current Service Renewal Term. If Bell wishes to modify any of the provisions of this Service Schedule, it shall provide written notice of any such change at least ninety (90) days prior to expiry of the Initial Service Term or then current Service Renewal Term. The Customer shall notify Bell of its refusal of such modification at least sixty (60) days prior to expiration of the Initial Service Term or then current Service Renewal Term. The Initial Service Term and the Service Renewal Term shall be referred to collectively as the "Service Term".
- (c) **Use of Services beyond Service Term:** If the Customer has sent a notice of non-renewal but for any reason continues to receive the Service after the expiry of the Initial Service Term or final Service Renewal Term, the terms and conditions of the Agreement including this Service Schedule shall continue to apply for so long as the Customer receives the Service, except that the Fees shall be Bell's then current month-to-month fees for the Service.

2. SERVICES:

- (a) **Definitions:** A glossary of terms is set out in Appendix 1 to this Service Schedule. These terms apply throughout this Service Schedule.
- (b) **Description of the Services:** Bell agrees to provide to the Customer and the Customer agrees to procure from Bell the Bell Business Internet Dedicated (BID) service ("Service") described in this Service Schedule. The service demarcation point for the Service is: (1) for Bell managed connections**, at the Customer-facing Ethernet port of the Bell managed router on the Customer premise; or (2) for Customer managed connections, at the Customer-facing Ethernet port of the Bell owned terminating equipment on the Customer premise.

The Service provides the Customer with a dedicated access facility that connects a Customer's Local Area Network (LAN) to the internet. For each Site, the Customer shall choose between BID T1**, BID Asynchronous Digital Subscriber Line (BID ADSL)**, and BID Optical Ethernet (BID OE), including the various options of each, as described in Appendix 1.

Part A: Basic Features: The Service provides the Customer with the following features in the basic service:

- (i) Unlimited data transfer volume per month (excluding usage-based ADSL)
- (ii) Static Internet Protocol (IP) Address Assignment by Bell Canada*
- (iii) Twenty-four (24) hours a day, seven (7) days a week Bell Network monitoring
- (iv) Daily and monthly online Internet access utilization reports.

Part B: Options and Optional Features: Based on Customer's selection in accordance with Section 3 (Fees), Bell will provide the following options and optional features as part of the Services:

All Bell managed** connections provide:

- (i) Provisioning, configuration, maintenance and management of the Customer premise router
 - (ii) Monitoring of the network connection directly to, and including, the Customer premise router twenty-four (24) hours a day, seven (7) days a week
 - (iii) A total of 16 static Internet Protocol (IP) addresses per circuit, which are non-portable IP registered addresses
 - (iv) Bilingual help desk for fault reporting, management and monitoring twenty-four (24) hours a day, seven (7) days a week
- (c) **Not Included in the Services:** The Services do not include any additional work outside the Services outlined herein. Any additional work shall be considered out of scope. If Customer wishes to enlist Bell's involvement or support for any such additional work, Bell will provide an amendment to this Service Schedule or a change request form as required, describing the activities to be undertaken, the estimated effort and associated costs.
 - (d) **Customer Requirements and Responsibilities:** It shall be the Customer's responsibility to ensure compliance with any Appendix attached to this Service Schedule, including, without limitation, Appendix 2 (Customer Requirements). If required by Bell, the Customer will provide a Letter of Authorization as may be set out in an Appendix to this Service Schedule.

*The Customer acknowledges it has no right, title or interest in or to any IP addresses assigned to the Customer and Bell Canada may change such IP addresses, given reasonable notice to the Customer and Bell Canada shall have no obligation to notify any other party of a change to the Customer's IP address.

**This Service offering is not available for Sites within the Atlantic Region.



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3. FEES, CUSTOMER SELECTED-OPTION(S) AND SITE:

(a) **Fees:**

- i. The Customer shall pay to Bell the Fees outlined in this Section 3 (plus applicable taxes) which will be based on the bandwidth and the service options the Customer has selected below, at the site identified. Additional charges, including those for backhaul and/or construction may be applicable and will be charged to the Customer in addition to the Fees outlined in this Section.
- ii. Bell will invoice the Customer once the service and options are installed and available for use.
- iii. **Guaranteed Pricing Clause:**
 - a) If the Customer adds a site (a "New Site") during the first half of the Initial Service Term or a Service Renewal Term (referred to in this section as the "Current Term"), and the New Site is to have the same bandwidth and service type as an existing Site, Bell will guarantee the pricing for the New Site to be at the rates set out in this Schedule, with no additional charges, with the exception of any third party recurring or one time charges (including, but not limited to backhaul and other construction charges) or other one-time service charge which will be charged to the Customer in addition to the Fees, if applicable. This New Site will be added on the current Schedule and will have the same expiry date as the current Sites.
 - b) If the Customer adds a New Site in the second half of the Current Term, it will be put into this Service Schedule at the rates set out in this Schedule plus 25% and will co-terminate with the existing sites. Any third party recurring or one time charges (including, but not limited to backhaul and other construction charges) will be charged to the Customer in addition to the Fees, if applicable.

Site Address	Service	Monthly Recurring Fees	Non-Recurring Fees
160 Water st Mattawa ON P0H 1V0	Business Internet Dedicated 100 M/bits and a 1000M Fixed OE access facility.	\$925.00	\$0.00
	Total Fees	\$925.00	\$0.00

(b) **Milestone Billing**

Milestone bill payments are required for all Services under a Service Schedule with a total contracted non-recurring revenue of greater than \$300,000 and an implementation timeframe greater than 90 days. Contracted non-recurring revenues are defined as any charges incurred to implement Services such as installation labour, service charges etc.



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4. **SERVICE LEVELS:**

(a) **Service Level Agreement Targets (SLA) and Credits**

Service Level Agreements			
Metric	Target	Comments	CREDITS
New Service Installation	On or before Due Date		50% Installation Fee credit if target is not met
Mean Time To Repair (MTTR) for T1, BI OE, BID over Microwave	4 Hours	MTTR is calculated in accordance with the definition set out in Appendix 1.	Subject to Section 4(d), 1 day credit per hour of Downtime in excess of Target (to a maximum in aggregate of one month's Base Fees in respect of any particular month)
Mean Time To Repair (MTTR) for ADSL	24 Hours for ADSL (due to telephone line repair standards)		Subject to Section 4(d), 1 day credit per hour of Downtime in excess of Target (to a maximum in aggregate of one month's Base Fees in respect of any particular month)
Network Availability (Core)	99.999%	Core Network Availability is the proportion of time that the network is available for the Service (see definition in Appendix 1). Availability is measured by Bell approximately once every 15 minutes for the purpose of the Core Network Availability calculation.	Subject to Section 4(d), 1 day credit of Base Fees

**Credits are based on Bell's Service measurements and calculated by dividing the Base Fees by the number of days in the month in question. "Base Fees" refer to the basic monthly fees for the affected portion of the Services, and exclude any fees in respect of additional usage, additional data throughput and additional bandwidth.*

(b) **SLA Terms and Conditions:**

- (i) The SLA set out in this Service Schedule shall not apply during Excluded Downtime such as in the event of planned outages, Scheduled Maintenance and Unscheduled Emergency Maintenance.
- (ii) if Bell fails to meet a SLA the rights and remedies set out in Section 4 (d) will apply.
- (iii) SLAs shall not apply in the event of changes to Sites are requested or made after an initial order which will invalidate current month SLAs.
- (iv) Bell Canada service and support parameters are based on the assumption that Bell is able to remotely access devices in fault.
- (v) Where a failure occurs due to Customer initiated configuration changes, all time required to re-establish service from the failure is not included in the Service and additional charges for service restoration will apply.

(c) **Maintenance Window:** Monday to Friday from 01:00 a.m. to 06:00 a.m. local time for Sites outside of the Atlantic Regions. Sundays and Wednesdays from 02:00 a.m. to 06:00 a.m. (AST/ADT) for Sites within the Atlantic Region.

(d) **Service Level Credits:** In the event that Customer notifies Bell of a failure to meet a particular SLA set out under Section 4(a) that has occurred for two (2) consecutive months and is a result of actions by Bell or its providers, the Customer will receive the rights and remedies set out in the "CREDITS" column in the table under Section 4(a).



5. OTHER TERMS AND CONDITIONS:

- (a) **Termination Fees:** In the event the Customer terminates the Service or any portion thereof (the "Terminated Service") prior to the end of the Initial Service Term or Service Renewal Term, the Customer shall be charged an early termination Fee for such Terminated Service equal to (i) 50% of the remaining monthly Fees for the Terminated Service that would have been payable to the end of the Initial Service Term or Service Renewal Term, plus applicable taxes, and (ii) 100% of the reasonable, documented out-of-pocket expenses that Bell incurs or will incur in connection with its contractual arrangements with providers in connection with the Terminated Service. For greater certainty, out-of-pocket expenses shall include 100% of the remaining monthly fees payable by Bell to a third party provider (the "Service Termination Fees") plus Taxes on the Termination Fees. The Service Termination Fees are liquidated damages and consideration for the Services and are not a penalty.
- (b) **Installation Charges:** In the event that Bell incurs costs as a result of i) the Customer providing incorrect information regarding a Customer Site, or ii) the Customer changing the details related to an installation (including, without limitation, the location of the facilities, the type or nature of Services to be installed and the final configuration of the Service facilities (redundancy, separate entrances, etc.)), the Customer shall pay to Bell 100% of the reasonable expenses incurred by Bell as a result of such occurrence. In addition, if any work is required to be performed by Bell in order to install or migrate the Service, such work will be performed during Business Days. Additional costs will be charged if the Customer requests that installation or migration work be performed outside of Business Days.
- (c) **Cancellation Fees:** Subject to Sections 5(e) and 5(f) below, in the event the Customer cancels a Service order after acceptance by Bell and before the service commencement date due to no fault of Bell, or Bell terminates a Service order in accordance with Section 5(d), Customer shall pay to Bell (i) construction costs incurred by Bell up to the date of cancellation, (ii) 100% of any installation Fees, and (iii) any out-of-pocket expenses incurred by Bell in provisioning of the Services up to the date of cancellation.
- (d) **Termination of Service Order:** The Customer acknowledges that it holds obligations in relation to the confirmation of required information associated to a Service order. In the event that Customer fails to: i) confirm, or reject, its acceptance of any Bell-identified construction or installation charges associated to a Service order within thirty (30) days of Bell providing such information; ii) provide Bell required access to the Service site within fifteen (15) days of Bell's request to access; or iii) undertake, and confirm, the completion of any site related work for which the Customer is responsible within thirty (30) days of Bell's request for such confirmation, then Bell shall be permitted, upon fifteen (15) days notice to the Customer, to terminate such Service order and invoice the Customer for any cancellation fees in accordance to Section 5(c) of this Service Schedule.
- (e) **Installation Condition - Availability of Access Facility:** Customer acknowledges and agrees that the Service is provided subject to the availability of access facilities between a serving central office and the end-user's premises. In the event all or any portion of the access facility does not exist between a serving central office and the end-user's premises, Bell shall notify the Customer that additional access charges are necessary to build such access facility (the "Additional Access Charges" and the "Additional Access Charges Notification"). Upon receipt of the Additional Access Charges Notification, the Customer shall notify Bell in writing within thirty (30) days of whether (i) it wishes to incur the Additional Access Charges for Bell to build the access facility; or (ii) whether it wishes to terminate the Service at the affected Site. In the event the Customer notifies Bell in writing that it does not wish to pay the Additional Access Charges, the Customer may terminate the Service at the affected Site without Termination Fees. Bell will not commence the build of the access facility until such time as Bell receives notice in writing from the Customer that it accepts and approves the Additional Access Charges.
- (f) **Unusual Construction Costs:** Customer acknowledges and agrees that it may be necessary to incur an unusual construction expense (ex. asbestos removal) to establish the Service, and Customer shall pay additional charges based on the unusual expense incurred. Bell shall have no obligation to provide the Services unless or until such time as Customer pays Bell for such aforementioned unusual construction expense ("Unusual Construction Costs"). Bell shall notify the Customer of the Unusual Construction Costs and upon receipt of such notice, the Customer shall notify Bell in writing within thirty (30) days of whether (i) it wishes to incur the Unusual Construction Costs; or (ii) whether it wishes to terminate the Service at the affected Site. In the event the Customer notifies Bell in writing that it does not wish to pay the Unusual Construction Cost, the Customer may terminate the Service at the affected Site without Termination Fees. Bell will not incur Unusual Construction Costs until such time as Bell receives notice in writing from the Customer that it accepts and approves the Unusual Construction Cost.
- (g) **Installation Appointments:** In no event will Bell Canada or the Bell Canada Providers be responsible for any claims, damages, losses or expenses, including without limitation lost wages or missed work, in the event that an installation appointment is missed, either by Bell Canada or by any Bell Canada Provider.
- (h) **Change in Telephone Service:** If a change in the Customer's telephone service is requested from the Customer's local phone company, it is the Customer's sole responsibility to advise Bell of the changes. This includes moves, regardless of whether Customer's phone number changes or not, changes to phone number, and any other changes that may occur to Customer's local telephone service. Any applicable cancellation and/or re-installation charges will be charged to you





Equipment Loss Charge: Bell reserves the right to retrieve equipment deployed for BID over Microwave. Should equipment be damaged or equipment cannot be retrieved, Customer shall pay to Bell, an amount equal to all damages and losses related to any damaged or unreturned equipment ("Equipment Loss Charge").

- (i) **Migration Clause:** Where the Customer is migrating their circuits from an existing Bell service to the new Service, Bell will prepare and implement a migration plan if required.
- (j) **Entrance Conduit and Inside Wiring:** Customer is responsible to initiate, manage, complete and pay for all required construction and site preparation work (other than cabling), from the property line of the Customer (or Customer's landlord's) premises, to the Customer's telephone room. If a fibre based connection is required to the building from Bell's existing network, the Customer is responsible to provision a path (Conduit) with free access and enough capacity for the required fibre from the property line to the building's main equipment room (telephone room). If the Customer's telephone room is different than the building's main equipment room, the Customer is responsible to ensure conduit, fibre, and building lease is available (at no cost to Bell) for Bell to utilize in order to bring Service from the building's main equipment room to the Customer's telephone room.

By signing below, Bell and the Customer agree that this Service Schedule is attached to and forms part of the Agreement, and is governed by the terms and conditions of the Agreement, with effect from the later of the date this Service Schedule is signed by the Customer or Bell for the duration of the Service Term.

TOWN OF MATTAWA	BELL CANADA
SIGNATURE : <u>RA Belanger</u> NAME: <u>Raymond A. Belanger</u> TITLE: <u>Mayor</u> I am authorized to bind the Customer to the terms and conditions of this Service Schedule. DATE: <u>February 6, 2023</u>	SIGNATURE : _____ NAME: _____ TITLE: _____ I am authorized to bind Bell Canada to the terms and conditions of this Service Schedule. DATE: _____
SIGNATURE : <u>Franchine Desormeau</u> NAME: <u>Franchine Desormeau</u> TITLE: <u>CAO/Treasurer</u> I am authorized to bind the Customer to the terms and conditions of this Service Schedule. DATE: <u>February 6, 2023</u>	



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Appendix 1: Glossary of Terms and Definitions

Access means a portion of the network from the Bell Canada POP to the Customer's Site(s) up to and including the SIP.

Autonomous System (AS) Number means a unique number assigned to a public Autonomous System. This number is used in both the exchange or exterior routing information between any adjoining Autonomous Systems and as an identifier of the Autonomous System itself.

Asymmetrical Digital Subscriber Line (ADSL) means a modem technology that converts existing twisted-pair telephone lines into access paths for high-speed communications of various sorts.

Atlantic Region means the Provinces of New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador.

Bell Measured Trouble Ticket means the process by which Bell tracks to resolution a trouble as reported either by Customer or Bell's monitoring system.

BID over Microwave uses microwave link(s) to backhaul communication traffic.

BID ADSL: For this Service option,

- (i) The Customer is responsible for providing and maintaining an ADSL compatible telephone line (independent of any digital switching or terminating equipment);
- (ii) In the event that a re-seller owns the Customer's telephone line, the Customer must have the owner (re-seller) sign the attached Letter of Authorization as set out as an Appendix of this Service Schedule;
- (iii) The Customer acknowledges that the signing of this Service Schedule does not guarantee Service availability, as Service limitations may only be determined during the provisioning process. In the event that Service cannot be provided, Bell will notify the Customer and this Service Schedule will be terminated immediately, at no cost to the Customer; and
- (iv) The Customer authorizes Bell to perform the configuration of the subscriber line and network facilities; the installation of requisite network equipment arising from the request for ADSL service; maintenance and repair activities with respect to the requested ADSL service.

The Customer may also elect for **Usage-based ADSL**. The Usage Based ADSL Service option includes the maximum data throughput, as expressed in Gigabits (GB) of total data, identified in Section 3, if this option is chosen, including data transmitted and received per month. For each additional 1 (one) GB of data transfer an extra charge, identified in Section 3 if this option is chosen, shall apply. The total monthly billing for Usage Based ADSL will not exceed \$3,000.00 (plus applicable taxes).

BID Optical Ethernet (BID OE): For this Service option, the following choices are available for the Customer to choose from:

(i) **Burstable:**

The Service is burstable upto the maximum bandwidth (in Mbps or Gbps) identified in Section 3, if this option is chosen.

(ii) **Burstable Shared:**

The Service is burstable to upto the maximum bandwidth (in Mbps or Gbps) identified in Section 3, if this option is chosen.

Pricing for Burstable and Burstable(Shared) Services are based on the Customer's sustained monthly bandwidth as measured by samples taken during a month. Highest bursts within 95% of samples determine the sustained monthly bandwidth. For each additional 1 (one) Mbps of bandwidth an extra charge per 1Mbps of bandwidth, as identified in Section 3 if one of these options is chosen, shall apply.

(iii) **Fixed:**

The Service is FIXED and cannot burst above the subscribed bandwidth.

(iv) **Fixed Shared:**

The Service is FIXED and cannot burst above the subscribed bandwidth.

(v) **Reserved:**

The service is RESERVED.

(vi) **Reserved Shared:**

The service is RESERVED.



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BID T1: For this Service option, the Customer must define the committed information rate (CIR) at one of the following speeds: 1.5Mbps or 3.0Mbps.

In order to expedite provisioning Bell does not perform facility check when probability of facilities being not available is low. Customer acknowledges and agrees that the Service is provided subject to the availability of suitable equipment and facilities and that additional construction charges may be applicable. In the event additional construction charges are necessary, Bell shall notify Customer of the same and Customer may either (i) agree to the payment of the additional charges or; (ii) terminate this Service Schedule. There shall be no termination charges if the Customer terminates this Service Schedule pursuant to this provision.

Border Gateway Protocol (BGP) [Is a protocol for exchanging routing information between gateway hosts (each with its own router) in a network of autonomous systems. BGP is often the protocol used between gateway hosts on the Internet. The routing table contains a list of known routers, the addresses they can reach, and a cost metric associated with the path to each router so that the best available route is chose.

Conduit means a tube or duct for enclosing wires or cable consistent with any and all electrical and building codes or local regulations.

Domain Name means the unique name that identifies an Internet site.

Downtime means the unavailability of one or more Network Logical Paths based on a Bell Measured Trouble Ticket.

Excluded Downtime means (i) Scheduled Maintenance and Unscheduled Emergency Maintenance, (ii) Downtime not reported to Bell, (iii) Downtime which does not affect Customer's Service (e.g. routing of Customer traffic), (iv) Downtime caused by an Event of Force Majeure, (v) Downtime that results from any actions or omissions of the Customer or Customer's end users of the Service or other third parties, (vi) Downtime that results from Non-Bell Provided Equipment or equipment and software of third parties, and (vii) Downtime where Bell is not provided prompt access to Customer's Site to address the trouble.

Internet Protocol (IP) Address a number that identifies each sender or receiver of information that is sent in packets across the Internet. It can be in version 4 (IPv4) or version 6 (IPv6).

Mean Time To Repair (MTTR) means the total duration of all SLA trouble tickets averaged over a single calendar month for all applicable Bell Measured Trouble Tickets. It is the duration in time between Bell's detection of a failure or Customer notification of unavailability of Service and the re-establishment of that Service. It is calculated monthly in accordance with the following formula:

$$MTTR = \frac{\text{Total Outage Time (Downtime - Excluded Downtime) minutes}}{\text{Total number of Bell Measured Trouble Tickets per calendar month}}$$

Microwave antenna is a device that receives and sends microwaves by focusing the emissions into a beam.

Microwave link/hop is a point to point communication connection between fixed locations using radio waves.

Multi-Homing Connection means a network that is connected to 2 (two) or more Internet Service Providers.

Network Availability (Core) means the measurement of the average availability across Bell's core network, measured over a period of one calendar month calculated pursuant to the formula described below. An out-of-service condition begins when identified by Bell's Operations Centre or the Customer notifies Bell and ends when the Service is returned to the Customer in normal working condition.

$$\text{Network Availability (Core)} = \frac{\text{Total eligible time in calendar month} - \text{Outage Time (Total Downtime - Excluded Downtime) in month per Bell Measured Trouble Tickets}}{\text{Total eligible time in calendar month}}$$

Outage Time means Total Downtime less Excluded Downtime (both measured in minutes) per calendar month.

Pole is a support that a Microwave antenna can be securely affixed to.

POP (Bell Canada Point of Presence) is a serving Central Office (CO) with Provider Edge (PE) equipment installed in it.

Scheduled Maintenance means maintenance on the Service performed by Bell during the maintenance window(s) set out in Section 4(c) or otherwise agreed by the parties.

Service Credit means those credits owing to Customer in accordance with section 4(a) of this Service Schedule.

Shared access is a logical separation of two distinct services (Business Internet Dedicated and Ethernet Inter-networking) on the same physical access ie: Ethernet.

SIP (Service Interface Point) means the points of demarcation and specifically the Bell Ethernet ports facing the Customer on the Bell owned terminating equipment.

Static IP Address means an address that is permanently assigned on the Internet.

T1 (1.544mbps) megabit per second means a technology access operating at 1.544 megabit per second.

Total Downtime means the total aggregated Downtime per calendar month.

Unscheduled Emergency Maintenance means any maintenance activities performed in the Bell network as a result of a Threat or an Emergency. A Threat is defined as a situation or condition that would not normally cause an outage to a Customer but introduces a very low risk to services or may lead to a brief service interruption. Examples include optical cable splicing, contractor working near Bell fibre cables or applying a required software upgrade from an equipment vendor.



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Appendix 2: Customer Requirements

- a) In cases where access to the Business Internet Dedicated is provided via DSL technology, the Customer must provide the local access which must be independent of any digital switching or terminating equipment. If the Customer cannot provide Bell Canada with the local access, then Bell Canada will charge \$10.00 per month per access.
- b) Bell may be required to attach an antenna to Customer or End User's premise(s) or Pole to deliver IX Wireless to provision the Service. The customer must ensure that Bell can have the necessary access to complete the installation.
- c) Where the Customer provides the Customer Premise Equipment (CPE) device:
1. All CPE devices shall be in good operating condition and it shall be the customer's responsibility to maintain all CPE devices in accordance with Bell's and the manufacturer's recommendations.
 2. The Customer may be required to upgrade or replace the Operating System (OS) or all or any part of the CPE device if:
 - i. In Bell's opinion, acting reasonably, the OS or CPE device impair Bell's ability to meet the applicable SLAs, or
 - ii. During the Service Term, the manufacturer, for whatever reason, ceases to support the Customer's OS or CPE device, Bell will notify the Customer if an upgrade or replacement is required
 3. Upon receipt of a request from the Customer, Bell may, in its sole discretion, and at the Customer's expense:
 - i. repair any problems caused by the Customer or by a third party, or other externally caused problems,
 - ii. move existing equipment install additional equipment
 - iii. update and/or upgrade existing equipment
- Charges for all preceding services will be invoiced at Bell's prevailing rates.
- Bell may take any reasonable steps to mark or otherwise identify any equipment. Such markings shall be retained on any CPE device to provide for subsequent maintenance. Any attempt to remove such markings shall permit Bell to terminate this Service Schedule.
- d) Where Bell provides the CPE device, Bell may terminate this Service Schedule or the Service, in whole or in part, upon the occurrence of any of the following events:
- i. any CPE device has been serviced, installed, altered, repaired or relocated by any party other than Bell or a Bell Provider;
 - ii. any CPE device has been transferred in title without the written consent of Bell (which consent shall not be unreasonably withheld),
 - iii. any CPE device does not function properly as a result of mishandling, abuse, misuse, improper storage or operation, installation or maintenance by any party other than Bell or a Bell Provider;
 - iv. any CPE device has been damaged by any external cause whatsoever including use in conjunction with equipment which is electronically or mechanically incompatible, or
 - v. any CPE device has not been used continuously in accordance with environmental conditions stipulated by both Bell and the manufacturer of the CPE device.
- Should a replacement CPE device or components of the CE device be necessary, the replacement CPE device or components thereof shall be charged to the Customer at Bell's prevailing rates.
- e) If the Customer fails to comply with Section c) or d), if a CPE device does not function properly for any reason not attributable to Bell or if the Customer fails to upgrade or replace any part of the CPE device, as directed by Bell, Bell shall be excused from its obligations under this Service Schedule, including the SLAs, if applicable, until such time as the Customer complies with the Requirements, the upgrade or replacement is completed to Bell's satisfaction or the CPE device functions properly



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Appendix 3: Acceptable Use Policy

1. ACCEPTABLE USE

The Customer is solely responsible for use of the Services by any of its employees, officers, directors, agents and any other end user of the Services (collectively, the "End Users"). Bell Services may be used only for lawful purposes as defined by the applicable government authorities or jurisdiction where the Services are provided. The Customer agrees to comply, and to ensure that, the End Users comply with the following policies and procedures associated with the use of the Services. The Acceptable Use Policy must be read in conjunction with the terms and conditions set out in the applicable Service Schedule and Agreement. End Users must use the Services only for the intended use as defined in the Agreement and make reasonable efforts to ensure proper security and management controls are used through the Service Term.

2. PROHIBITED PRACTICES

While using the Service, the Customer's End Users shall not:

- (a) post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Service or the Internet;
- (b) post or transmit messages constituting "commercial electronic messages" or "spam", which includes but is not limited to unsolicited e-mail messages or mail bombing;
- (c) post or transmit any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component;
- (d) Intentionally or negligently inject bad routing information, incorrect DNS information or similar false data into the internet;
- (e) upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute or provide access to information, software or other material which: (i) is confidential or is protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) is defamatory, obscene, child pornography or hate literature; or (iii) constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing;
- (f) engage in account sharing, including, without limitation, permitting third parties to use your Service account and password;
- (g) use the Service for simultaneous sessions using the same User ID and Password;
- (h) violate any system or network security measures including but not limited to engaging in unauthorized access or use of Bell's or a third party's network, data or information;
- (i) monitor Bell or third party's data, systems or network traffic;
- (j) interfere with service to any user, host or network including without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- (k) forge any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting;
- (l) use the services without adequate security measures in place, including, but not limited to patching and updating software, implementing passwords on all devices (including but not limited to devices connected to the internet ("Internet of Things Devices");
- (m) compromise the operation of Bell Services through the use of Internet of Things Devices;
- (n) Introduce devices, software or systems that could jeopardize safe operation of these services; or
- (o) while using an e-mail service, engage in improper use or distribution of e-mail over Bell's network or the internet.

Sending unsolicited e-mails, including without limitation commercial advertising, to individuals who have not indicated a willingness to receive such messages is prohibited, as is the use of another mail server to relay e-mail.

3. VIOLATION OF ACCEPTABLE USE POLICY

Bell considers the above prohibitive practices to constitute abuse of its service. Therefore, Bell's terms and conditions of service prohibit these practices. Engaging in one or more of these practices may result in termination or suspension of the offender's account and/or access to Bell's services in accordance with the Customer's agreement with Bell.

Nothing contained in this policy shall be construed to limit Bell's actions or remedies in any way with respect to any of the foregoing activities. Bell reserves the right to take any and all additional actions it may deem appropriate with respect to such activities which may include audits of the Customer's use of the Services to ensure compliance to the AUP.

This AUP may be revised at any time without written notice at the sole discretion of Bell Canada.



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Appendix 4: Letter of Authorization [insert if applicable]

To whom it may concern,

The undersigned hereby confirms that it has provided authorization to Bell or, the Asymmetric Digital Subscriber Line "ADSL" Service Provider (if this letter is sent to Telus, Bell West) to perform the configuration of the subscriber line and network facilities and the installation of requisite network equipment for ADSL service associated with the following billing telephone number(s) 705-744-5611. The undersigned requests that you coordinate with Bell or, the ADSL Service Provider, maintenance and repair activities with respect to the requested ADSL service.

Signed: RA Belanger
 Date: February 6, 2023
 NAME: Raymond A. Belanger
 TITLE: Mayor
 COMPANY NAME: Corporation of the Town of Mattawa
 ADDRESS: 160 Water St. Mattawa ON P0H 1Y0
 PHONE: 705-744-5611

Signed: Francine Desormeau
 Date: February 6, 2023
 NAME: Francine Desormeau
 TITLE: CAD/Treasurer
 COMPANY NAME: Corporation of the Town of Mattawa
 ADDRESS: 160 Water St. Mattawa ON P0H 1Y0
 PHONE: 705-744-5611



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