

GENERAL TERMS AND CONDITIONS – UPDATED OCTOBER 2015

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED IN AND FORM PART OF THE CORPORATE ACCOUNT AGREEMENT CLIENT HAS ENTERED INTO WITH BELL MOBILITY INC. REFERENCES TO “THIS AGREEMENT” OR “THE AGREEMENT” SHALL MEAN REFERENCES TO THE CORPORATE ACCOUNT AGREEMENT INCLUDING THESE GENERAL TERMS AND CONDITIONS.

1. Services. Services are available in Bell's and its roaming partners' coverage areas on compatible Devices where enabled and technology permits. Bell and its roaming partners may without notice, change the network or coverage areas (including by providing wireless Services through any technological means it deems appropriate), or change or end roaming relationships, and are not liable for any resulting changes in User's ability to use the Services or the Device. Client can refer to bell.ca/coverage for maps and other information about coverage and roaming, including roaming and long distance charges. Roaming charges apply to toll-free and other special numbers. If User roams in a roaming partner's coverage area (including Wi-Fi hotspot use) Client/User is also subject to the terms and conditions of the roaming partner including any limitation or exclusion of liability. Client will be given 30 days' advance written notice of material changes Bell makes to Services to which Client subscribes.

Client's selected rate plan and some Services (including 911 services) may not work with all devices into which Client/User inserts a Bell SIM card. For phone or smartphone users, emergency call routing with enhanced capabilities (known as e9-1-1 phase 2), which enables emergency services to more accurately determine the location of a caller, is available in Bell coverage areas where technology permits. Visit bell.ca/e911 for details. Client is responsible (a) to ensure its Services and selected rate plan are compatible with any device (whether provided by Bell or not), and (b) for charges that arise if they are not, or if Client changes the settings of a device or SIM card. Only Bell-issued SIM cards can be activated on Bell's network. A different rate plan may apply if Client moves to another province. Bell may restrict access to certain Services if Client does not subscribe to a rate plan or feature that includes them. Data-only devices including but not limited to as wireless modems and mobile internet sticks do not provide access to 911 services. Certain SIM cards will work only on the Devices for which they were purchased. Any Device purchased from Bell will be locked and can only be used with the Bell network. Bell does not guarantee Services will achieve peak speeds, including those for which extra charges are payable in order to attain higher speeds. Actual speeds vary due to network availability, environmental and other factors.

If Client subscribes to a rate plan under which a User shares airtime or other Services included in a User's monthly plan with other Users on the account (a “Share Plan”), these shared Services are available to the group of Users on the same invoice on a first come, first serve basis (with the exception of ‘machine to machine’ sharing, which can only be shared amongst other machine to machine Devices, and if using the Jasper platform, can only share with Devices using the same rate plan). As a result, an individual User may not be able to use the total amount of included Services set out in his/her Share Plan. A User's total amount of shared Services available to the group of Users at any given time is subject to the size of the group and each Share Plan chosen by each group member. At least two Users must be activated on a Share Plan.

Solely as required for Bell to provide Client the Services, and subject to the Section entitled “Protection of User’s Privacy”, Client grants Bell and Bell's suppliers a world-wide, royalty-free, unrestricted license to use, copy, adapt, transmit, display and, distribute any and all content transmitted in connection with the Services.

2. Users. The Client represents, warrants and agrees that each User is an employee or other authorized representative of the Client or its subsidiaries at all times while the User is using the Services, and that the Devices and Services Users obtain by virtue of this Agreement are primarily for the purposes of Client’s or its subsidiaries’ business. The Client shall provide proof of each User's status at Bell's request. If one or more “Users” are not in fact employees or representatives of the Client then their accounts shall be transferred to a standard price plan and associated terms and conditions, or terminated, as determined by Bell. The Client must ensure all Users have notice of and comply with this Agreement, and the Client is liable for User's non-compliance. Bell is entitled to take and rely on instructions from any User with respect to such User's Services and Device. The Client and not Bell is responsible to ensure that the Users comply with any of Client's policies, rules or guidelines with respect to the use and payment for the Devices and Services.

3. Protection of User’s Privacy. All information that Bell keeps about Users is protected under the Bell Privacy Policy (view at bell.ca/privacy). If Bell’s Privacy Policy or applicable law requires Bell to obtain express consent from User for any activity, express consent is deemed to be given by User where an objective documented record of User’s consent is created at the time such consent is given. Unless User provides express consent or disclosure is pursuant to a legal power, Bell will not disclose User’s personal information to anyone other than to:

- i. User;
- ii. Client or an authorized representative of User or Client (if permitted by express consent of User);
- iii. another telecommunications service provider to provide Client/User with efficient and cost-effective telecommunications service; and/or
- iv. a public authority if it appears there is imminent danger to life or property.

4. Credit Information. By signing this Agreement, Client also consents to (i) Bell collecting information about Client's credit history from other Bell companies, including Bell Canada, Bell Mobility, Bell ExpressVu, Bell Media, Bell Aliant, The Source and their affiliates (the “**Bell Companies**”), credit grantor or credit reporting agency, and maintaining and using information about Client's credit history, to activate Client's Service and assist in collecting amounts owed by Client, and disclosing Client's Bell credit history to other credit grantors and credit reporting agencies, and (ii) if Client is a client of any of the Bell Companies, to receiving one bill for the Service and the services of the other Bell Companies if and when such billing consolidation is available.

5. Confidential Information. Client agrees to take such care to protect the confidentiality of the Bell Confidential Information as would be taken by a reasonable party to protect its own

confidential information from disclosure and, except as required by law or to carry out its obligations or receive the Services under this Agreement, Client agrees not to use or disclose the Bell Confidential Information without Bell's prior written consent. "**Bell Confidential Information**" means any data, documentation or other information of a proprietary nature of Bell, whether or not identified as being confidential or proprietary, which is disclosed or made available to Client in connection with the negotiation, preparation or performance of this Agreement and the design, installation, delivery or implementation of the Services, including pricing information and network design specifications. Bell Confidential Information excludes any data, documentation or other information which is (i) in the public domain, (ii) known to the Client without confidentiality obligations attached thereto prior to receipt thereof from Bell, or (iii) available to the Client on a non-confidential basis from a source other than Bell, if that source or its source is not in breach of any obligations of confidentiality to Bell.

6. Client's telephone number and Identifiers. Client does not own the telephone number, IMSI (International Mobile Subscription Identity), IP address, email address or other identifiers that Bell has provided or assigned to Client and Bell reserves the right to change any of them if required. Bell will notify Client in advance of any such change, and Bell will not be liable for any costs, damages or losses associated with this change.

Client's telephone number and other identifiers, including Client's name or the name of any User of the Device on the account may be automatically displayed to the person called, other carriers, or to Bell. Client may permanently block the display by telling Bell when Client activates service or on a per-call basis at any time in accordance with instructions posted on www.bell.ca/mobility from time to time.

7. Transferring Number to Bell; to Another Service Provider: Bell is not responsible or liable to Client in any way for any interruption of services due to a number transfer.

(i) If Client asks to transfer a phone number assigned to Client from its existing service provider to Bell, Client represents and warrants that it has the right to make the request and Client authorizes Bell to make the "transfer-in" request to the other service provider on Client's behalf and to share Client and User's name, telephone number, address and other relevant personal information with the other service provider. Client agrees to sign a request form if necessary. The services, content, IP address, email address, and perhaps the device provided by the other service provider may not be transferrable to Bell.

(ii) To transfer a wireless phone number to another service provider (as long as Client's account and phone number are active), Bell will process a "transfer out" request from Client's new chosen service provider. Any SAPA and/or DSAPA applicable to the termination of the Services will apply, plus taxes. Client shall pay the monthly charges applicable for the 30 days after the transfer is requested. The Services, content, IP address, email address, and some Devices may not be transferrable to Client's new service provider.

8. Warranty, License and Return Policy. Devices, software, or any accessories or other equipment purchased, licensed or otherwise obtained from Bell or its authorized distributors under the Agreement are subject to manufacturer warranties, and any extended warranty that Client may have purchased. Any extended warranty claims must be made in accordance with the terms of the actual warranty purchased.

Upon request from Client, Bell will provide Client with a copy of the applicable manufacturer warranty. If there is a conflict between the warranty terms provided by Bell and the warranty terms provided by the manufacturer, the warranty terms provided by the manufacturer shall prevail. Bell shall have no liability to Client in connection with such warranty obligations.

Client may return a Device (up to 2 Devices per User) if the Device: (a) is returned within 15 calendar days of the date the Client takes possession of the Device; (b) is in “near new” condition with the original packaging, manuals and accessories; and (c) has not exceeded 30 minutes of voice usage or 50 MB of data usage, whichever comes first. SIM Cards are not returnable once the packaging has been opened or the SIM Card is activated.

Bell may (but is not required to) arrange with the manufacturer on Client’s behalf to repair out-of-warranty Devices and may charge fees in connection with such repair services which will be advised to Client before Client chooses to receive such services. Client will be charged for any “loaner” device Client chooses to use during repair of a Device. Unlocking a Device may void the manufacturer's warranty and Bell will not provide a warranty or return policy for the unlocked Device. By enabling or activating any aspect of the Services, including applications, transactions, downloads, games or other content, Client agrees to abide by any written end-user license, warranty and other terms and conditions that are made available in connection with the use of such aspects of the Services.

BELL DOES NOT WARRANT OR GUARANTEE THAT THE DEVICE, EQUIPMENT, ACCESSORIES OR SERVICES WILL OPERATE ERROR-FREE OR WITHOUT FAILURE OR INTERRUPTION, OR THAT ANY COMMUNICATIONS WILL BE PRIVATE OR SECURE. THE ABILITY TO CREATE OR MAINTAIN A MOBILE COMMUNICATION CONNECTION AND THE QUALITY OF THE CONNECTION ARE NOT EQUAL OR ADEQUATE IN EVERY LOCATION AT ANY TIME. SERVICES MAY BE ADVERSELY AFFECTED BY PHYSICAL FACTORS (E.G. BUILDINGS, TUNNELS OR MOUNTAINS), ATMOSPHERIC CIRCUMSTANCES, OR CHANGES TO OR MAINTENANCE OF THE NETWORK, INTERCONNECTION FAILURES, JAMMING TRANSMITTERS, OR OTHER CAUSES.

BELL DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR RELIABILITY OR AVAILABILITY OF THE SERVICE.

9. Updates. Client consents (and shall ensure its Users consent) to receive software downloads and updates from Bell Companies, their affiliates and third-party partners to Devices as required, to the extent that such downloads are reasonably necessary for the continued efficient operation of the Services and Devices. Bell may update the software, features and settings on Client's Device (including Non-Bell Devices with a Bell SIM card) including through “Over-The-Air” means as necessary, without notice, and Client acknowledges such updates may be required in order to ensure continuity of Services.

10. Pre-Authorized Payment; Credit Limit; Security Deposit.

i. Client authorizes Bell to charge Client's credit card or other pre-authorized payment vehicle the amount of any charges (including taxes) due under Client's account (including as a result

of termination of Services before the end of a Service Commitment Period). Client promises that the credit card for which Client has provided information to Bell is in Client's name, is valid and has not expired. Client promises to promptly advise Bell if Client's credit card information changes for any reason.

ii. Bell may, but is not required to, impose or change a limit on the balance that can be outstanding on Client's or any User's account at any time (Credit Limit), on advance notice to Client. The Services may be suspended at any time if Client's balance, including unbilled usage and pending charges and adjustments, exceeds this limit. Bell may charge an administrative fee to re-start the Services. Notwithstanding the Credit Limit or suspension, Client must pay Bell any amounts owing in excess of the Credit Limit.

iii. Bell may require a refundable security deposit from Client at Bell's sole discretion, acting reasonably. Bell may apply all or part of the security deposit, if any, to any outstanding amounts owed by Client to Bell, upon prior notice to Client. All deposits when returned shall be returned without payment or accrual of interest.

11. Payments. Client shall pay all Fees and any other amount payable pursuant to this Agreement, including all applicable taxes, within 30 days of the invoice date. Bell, in its sole discretion, reserves the right to change acceptable methods of payment upon prior notice to Customer. Should Client fail to pay in accordance with this Section, Client will be charged interest on the balance owing at the rate of three percent per month (or 42.58% per year), calculated from the date of the bill. Bell reserves the right to require immediate payment in full of amounts, whether billed or not, that are inconsistent with Client's normal usage pattern. Client must allow adequate time for payment processing and receipt by Bell. Bell will apply any credits due to Client against future charges payable by Client under this Agreement, if Client notifies Bell within 90 days of receipt of Client's bill for which a credit is claimed.

If Client subscribes to a data plan, Client will be charged additional per-kilobyte or per-megabyte rates as set out in the plan, for any data transport usage in excess of the data transport included in the monthly data plan fee. Unless otherwise expressed as part of Client's rate plan, feature or bundle, airtime and long distance usage are rounded up to the nearest minute, and data usage is rounded up to the nearest kilobyte. Rounding practices for U.S. international voice and data roaming may vary. If User uses a part of a minute or kilobyte Client will be billed and agrees to pay for the entire minute or kilobyte. Airtime charges (and long distance charges, if applicable) apply (a) for calls User makes, from the time User presses "Send" or otherwise initiate the call, until User presses "End" or the call is otherwise disconnected; and (b) for calls User receives, from the moment the call connects to Bell's network, including ring time, until User presses "End" or the call is otherwise disconnected.

12. Loss or theft. Client or User shall notify Bell immediately at 1 800 667-0123 if Client/User's Device or SIM card is lost, stolen or destroyed. Client is responsible for the cost of replacing it and/or any SAPA or DSAPA that may apply if Client chooses to cancel the Services, and for all fees and charges incurred prior to Client/User notifying Bell.

13. Monitoring. Bell has no obligation, but has the right at any time, as part of the management of its network, to 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 or use of Services as necessary to operate the Services or to protect the rights or property of itself or others that are directly relating to providing the Services, including to ensure compliance with the Section entitled "Use of Service".

14. LIMITS ON LIABILITY. EXCEPT FOR PHYSICAL INJURIES OR DEATH, OR FOR DAMAGE TO TANGIBLE PROPERTY CAUSED BY BELL'S GROSS NEGLIGENCE, FOR WHICH, IN EACH CASE, BELL'S LIABILITY SHALL NOT BE LIMITED, BELL IS NOT LIABLE TO CLIENT OR ANYONE USING THE DEVICE OR THE SERVICES, OR ANY THIRD PARTIES, FOR THE FOLLOWING:

I. DEFECTS, FAILURES OR INTERRUPTIONS IN SERVICE, INCLUDING TRANSMISSION;

II. ANY CONTENT TRANSMITTED ON OR RECORDED BY BELL'S FACILITIES, INCLUDING CONTENT THAT MAY BE ILLEGAL, DANGEROUS, DEFAMATORY, OFFENSIVE OR ANNOYING OR WHICH MAY INFRINGE UPON OTHERS' INTELLECTUAL PROPERTY, PRIVACY OR OTHER RIGHTS, OR ANY CONTENT, APPLICATION OR SERVICES PROVIDED TO CLIENT BY A THIRD PARTY FOR USE WITH THE DEVICE OR THE SERVICES, EVEN IF BELL BILLS CLIENT FOR SUCH CONTENT, APPLICATION OR SERVICES ON BEHALF OF SUCH THIRD PARTY;

III. ANY BREACH BY CLIENT OR USER OF THE AGREEMENT, CLIENT/USER'S NEGLIGENCE, CLIENT/USER'S NON-COMPLIANCE WITH MANUFACTURER'S DIRECTIONS OR LICENSE TERMS FOR USE OF THE SERVICES, OR ACTS OR OMISSIONS BY USER IN CONNECTION WITH THE SERVICES, OR THE DEVICE;

IV. LOSS, THEFT, DAMAGE TO OR UNAUTHORIZED USE OF THE SERVICES, THE DEVICE, ANY EQUIPMENT, ANY BELL PREPAID CARDS, VOUCHERS, COLLATERAL, ELECTRONIC RECEIPTS OR ANY PERSONAL IDENTIFICATION NUMBER; AND

V. ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES (INCLUDING LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITIES, MISAPPROPRIATION OF PERSONAL INFORMATION STORED ON DEVICE OR SIM CARD, 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 NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF BELL HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

EXCEPT FOR PHYSICAL INJURIES OR DEATH, OR FOR DAMAGE TO TANGIBLE PROPERTY CAUSED BY BELL'S GROSS NEGLIGENCE, FOR WHICH, IN EACH CASE, BELL'S LIABILITY SHALL NOT BE LIMITED, BELL'S TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY OR LOSSES (COLLECTIVELY, "**DAMAGES**") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES, IF ANY, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF BELL 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 THE TOTAL AGGREGATE MONTHLY FEES (LESS ALL DISCOUNTS AND CREDITS) PAID BY THE CLIENT FOR THE SPECIFIC SERVICE(S) THAT GAVE RISE TO THE DAMAGES, DURING THE ONE-MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE DAMAGES, LESS AMOUNTS PAID FOR PREVIOUS CLAIMS, IF ANY.

THIS SECTION SHALL APPLY EVEN IF THERE IS A BREACH OF CONDITION, A BREACH OF AN ESSENTIAL OR FUNDAMENTAL TERM, OR A FUNDAMENTAL BREACH OF THIS AGREEMENT. CLIENT AGREES THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE COMMERCIAL CIRCUMSTANCES OF THIS AGREEMENT AND THAT BELL WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE CLIENT'S AGREEMENT TO LIMIT BELL'S LIABILITY IN THE MANNER, AND TO THE EXTENT, PROVIDED FOR IN THIS SECTION.

The following applies when Bell provides e9-1-1 Services (provision of wireless phone number and location information to emergency service providers). (A) Bell's liability is not limited by the limitations set out below in cases of Bell's deliberate fault, gross negligence or anti-competitive conduct or in cases of breach of contract where the breach results from Bell's gross negligence. (B) Except in cases where Bell's negligence results in physical injury, death or damage to Client's tangible property or premises, Bell's liability for negligence related to Bell's provision of e9-1-1 Services is limited to the greater of \$20 and three times the amount Client would otherwise be entitled to receive as a refund for the provision of defective service under this Agreement. (C) In addition, in respect of Bell's provision of e9-1-1 Services, Bell is not liable for: (i) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over Bell's telecommunications network from Client/User's property or premises or recorded by the Device or Client's or Bell's equipment; (ii) damages arising out of Client/User's acts, default, neglect or omission in the use or operation of the Device or equipment Bell has provided to Client; and (iii) any act, omission or negligence of other companies or telecommunications systems when facilities of such other companies or telecommunications systems are used in establishing connections to or from Client's facilities and Device and equipment.

15. 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 pay Fees), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, pandemics, acts of God, explosion, power failure, war, terrorism, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or its representative 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.

16. Notices and Service Communications. Bell and the Bell Companies may send Client notices in accordance with the terms of this Agreement including communications about their account and related products and services, provided Bell gives notice through reasonable means including, but not limited to direct mail, bill messages, email, text message, telemarketing, automatic dialling and announcing device or voice mail. Client agrees to give Bell prompt notice of any change of name, address, email address or telephone number. All service requests should be directed to the Client Service Department at the telephone numbers or addresses listed at the beginning of the main part of this Agreement. All notices of legal proceedings or legal demand letters must be provided to Bell Mobility, Law Dept., 5099 Creebank Road, Mississauga, Ontario, L4W 5N2.

17. Use of Service. Client is responsible, and Bell is not responsible or liable, to prudently protect and safeguard the Device (including any SIM card) against loss, abuse, theft or damage, and for the use of the Device and the Services by Client and any other persons, except as provided under the heading “Loss or theft” above. Client is prohibited from using, and will not allow others to use the Services or the Device in any manner detailed below:

- (i) using, enabling, facilitating, or permitting the use of the Service or a Device for an illegal purpose, criminal or civil offence, intellectual property infringement, harassment (including cyberbullying, cybercrime, disruptive, intimidating, annoying or offensive calls/transmissions), or in a manner that would breach any law, regulation or the policies of any internet host;
- (ii) installing, using or permitting the use of the Services without reading and accepting (or in contravention of) the terms of any separate license agreement or terms of use for the use of software, content and/or documentation (as applicable) in connection with the Services;
- (iii) enabling, facilitating or permitting the transmission of unsolicited messages such as spamming or phishing;
- (iv) uploading or downloading, making available, transmitting, posting, publishing, disseminating, receiving, retrieving, storing, linking to or otherwise reproducing, offering, distributing, enabling or providing access to information, software, content, files or other material which: (i) is confidential or protected by copyright or other intellectual property rights without prior authorization of the rights holder(s); (ii) is defamatory, discriminatory, violent, obscene, child pornography or hate propaganda; (iii) constitutes invasion of privacy, impersonation, forging, appropriation of identity or unauthorized linking or framing; or (iv) is designed to assist users in defeating technological protection measures (like geoblocks), registration and any other anti-theft mechanisms or in the fraudulent use of telecommunications or broadcasting services;

- (v) using the Service for the purpose of reselling, remarketing, or receiving any charge or other benefit for the use of the Service. If Client engages in any of these activities, Client will pay in full all charges billed to Client at a rate which will be the greater of the in-market rate or \$1 per megabyte plus applicable taxes, regardless of the total amount due;
- (vi) attempting to receive the Services without paying the applicable Fees, modifying or disassembling a Device (including the alteration, copying, reproduction of or tampering with electronic serial numbers, IMEI or other identification, signaling or transmission functions or components of a Device), changing any identifier issued by Bell or a Bell company, attempting to bypass Bell's network, or rearranging, disconnecting, removing, repairing or otherwise interfering with Bell Services, Bell equipment or Bell's facilities;
- (vii) using an excessive amount of the Services. Bell considers that data usage in excess of 25GB per billing cycle for an individual User is disproportionate and excessive for network management purposes. Users whose wireless usage exceeds this threshold may, in Bell's sole discretion, have their Services suspended, disconnected, changed or restricted, including having data speeds reduced to as low as 16 kbps;
- (viii) adapting, reproducing, translating, modifying, decompiling, disassembling, reverse engineering or otherwise interfering with any software, applications or programs used in connection with the Services (whether owned by or used under licence to Bell) for any purpose including "testing" or research purposes; or modifying, altering, or defacing any of the trade-marks, or other intellectual property made available through the Services or using any indemnity or intellectual property except for the express purpose for which such intellectual property is made available to Client through the Services;
- (ix) posting or transmitting any content, data or software containing a virus, "cancelbot", "Trojan horse", "worm" or other harmful or disruptive component or committing any act which may compromise the security of an internet host in any way (including analyzing or penetrating a host's security mechanisms); and
- (x) using harassing or abusive language or actions, whether verbal, written or otherwise, directed at Bell employees, suppliers, agents and representatives.

In addition, Client and its Users must follow all other service regulations issued or adopted by Bell. Bell may immediately suspend, restrict, change or terminate all or part of Client's Services and this Agreement and deactivate Client's Device or take other necessary actions, if Bell reasonably believes there is a breach by Client or User of any of these "Use of Service" provisions.

18. Purchase of Software. Client may purchase a license for software from Bell as described in the Rate Plan or any subsequent quotation as well as installation, configuration, and/or any other services associated with the software as applicable. Client agrees to receive the software on the Bell network for the duration of the term for the software set out in the Rate Plan or any subsequent quotation. Should the Rate Plan or quotation remain silent on the length of the software term, the software will be licensed on a month-to-month basis. Should

Client terminate this Agreement or cancel any of the software before the end of the term, Client will be responsible for the payment of 100% of the fees outstanding for the remainder of the term for the software. Bell may cancel the software at any time upon 30 days' written notice with no penalty to Bell. For the purposes of this Agreement, software will include any access to web based cloud services.

19. General. The Client acknowledges that there are no other terms and conditions to this Agreement or subject matter contained herein, except as expressly contained or referenced herein. This Agreement constitutes the entire agreement and understanding between Bell and the Client with respect to the subject matter contained herein. All prior or contemporaneous written or oral agreements, representations, warranties, statements or understandings by and between the parties, whether express or implied, with respect to the subject matter contained herein, are superseded by the terms hereof. This Agreement may not be modified by any sales representative, agent or Bell employee, or through course of dealing or otherwise. Any modification to this Agreement shall be in writing and agreed by the parties except as set out herein. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of this Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision and the rights and obligations of the parties will be construed and enforced accordingly. Failure of a party to insist upon strict adherence to any term hereunder on any occasion or for any period of time, or the waiver of a breach of this Agreement in any instance or for any period of time, shall not deprive the party of the right thereafter to insist on strict adherence to that term or any other term hereunder or be construed as a waiver of any subsequent breach, whether or not similar, or as an implied term of the Agreement. Should there be any conflict between the terms of the main body of the Agreement and the General Terms and Conditions, the main body of the Agreement will take priority. The parties agree that this Agreement shall be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé dans la langue anglaise.

20. Relevant Information and Messages. Client consents to the sharing of account and network information held about Client by each of the Bell Companies with the other Bell Companies to help the Bell Companies better identify Client's communication and entertainment needs, and to provide Client with relevant information, advice and solutions from Bell Companies or third-party marketing partners. If Client does not wish to have its account and network information shared by the Bell Companies, Client shall advise Bell's Agent/Contact listed at the beginning of the main body of the Agreement.

21. Ending the Agreement and Services. In addition to the termination rights set out in the Agreement, the Agreement may be terminated, Services terminated or suspended, and Devices deactivated as follows: Bell may deactivate a Device and/or suspend or terminate Services for that Device at any time without notice if Client does not pay any amount owing when due in respect of Services to that Device, or if Client breaches the "Use of Service" Section of this Agreement. In addition, Bell may terminate this Agreement and the Services by giving Client 30 days' advance written notice, or at any time on 15 days' advance written notice if Client materially breaches this Agreement and does not cure such breach within the 15 day period. In addition to all other Fees and taxes payable, Client must pay the SAPA and DSAPA plus applicable taxes if Bell terminates this Agreement and/or the Services as a result of Client's non-payment or other breach of the Agreement. Failure of Client to activate a Device within 45 days of purchase is a breach of the Agreement for which the SAPA and

DSAPA plus applicable taxes are payable, calculated from the end of the 45-day period. Changes to or termination of a particular feature, option or Service requested by Client shall be effective as of the next bill date after the date of the request.

Upon termination of the Services and this Agreement, Client must pay in full all charges that are due including any SAPA or DSAPA that may be payable due to termination before the end of a Service Commitment Period, and any outstanding Fees plus applicable taxes owing under this Agreement. Late payment charges will continue to accrue after termination of this Agreement on any unpaid amounts. This obligation survives termination of this Agreement. Bell will provide a refund of the amount of any credits which remain outstanding (after netting out any amounts payable by Client) upon the termination of this Agreement. Client must contact Client's financial institution to cancel any direct debit and credit card authorizations relating to Client's account. Any SIM card will be deactivated and may not be reactivated.

22. Assignment. Neither party may assign all or part of this Agreement without the prior written consent of the other party, not to be unreasonably withheld. However, without the other party's consent, a party may assign all or part of this Agreement to an entity as part of a transaction by which all or a substantial part of the assigning party's business is assigned to, or otherwise forms all or part of the business of, such entity (including a present or future affiliate), whether by way of amalgamation, arrangement, transfer, sale or otherwise, provided such entity agrees to be bound by this Agreement and assumes the assigned obligations. The assignor party shall be released from all of its obligations under this Agreement that arise on or after the effective date of such assignment. Notwithstanding the foregoing, an assignment by Client shall be contingent upon Bell determining the Client's assignee to be creditworthy and in compliance with any eligibility criteria for the Services. 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.

23. Governing Law. Bell is a federally-regulated undertaking and as such, this Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable federal laws and regulations of Canada, and only those provincial laws and regulations applicable to it in the province in which the address Client provided in this Agreement is located (or the Province of Ontario if the address is outside of Canada). These terms and conditions are subject to amendment, modification or termination if required by such laws or regulations.