

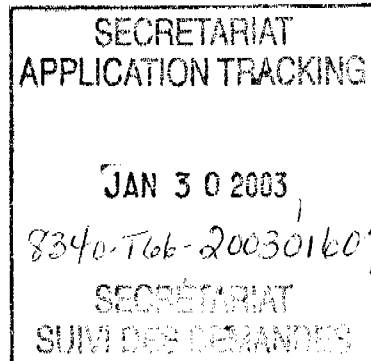


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Willie Grieve
Vice-President
Public Policy & Regulatory Affairs

January 27, 2003

Ms. Diane Rhéaume
Secretary General
Canadian Radio-television and
Telecommunications Commission
Ottawa, ON K1A 0N2



Dear Ms. Rhéaume

Re: **Section 29: Wireless Service Provider Enhanced
911 Agreement/TCI/TELE-MOBILE COMPANY/ British Columbia Region**

Attached for the Commission's approval pursuant to Section 29 of the *Telecommunications Act* is a true copy of the Wireless Service Provider Enhanced Provincial 9-1-1 Network Access Service Agreement between TELUS Communications Inc. ("TCI") and TELE-MOBILE COMPANY.

Yours truly,

Willie Grieve
Vice President,
Public Policy & Regulatory Affairs

Attachments

cc: Public Examination Room – Ottawa
Public Examination Room - Vancouver

Wireless Service Provider
Enhanced Provincial 9-1-1 Network Access Service Agreement

This Agreement is made effective the 1st day of APRIL, 2003 (the "Effective Date")

BETWEEN:

TELE-MOBILE c.o.b. TELUS Mobility COMPANY
(the "WSP")

- and -

TELUS Communications Inc.
("TELUS")

WHEREAS:

- A. TELUS provides Wireless Service Provider – Enhanced 9-1-1 Provincial Network Access Service which provides for trunk side access to the TELUS Provincial 9-1-1 Network ("WSP Enhanced Provincial 9-1-1 Network Access Service");
- B. WSP Enhanced Provincial 9-1-1 Network Access Service is provided in accordance with TELUS General Tariff Item 197-C, Wireless Service Provider (WSP) Enhanced Provincial 9-1-1 Network Access Service ("WSP Enhanced 9-1-1 Access Tariff");
- C. For calls to 9-1-1 by WSP End-Customers that are routed by the WSP to TELUS, the WSP Network can provide the TELUS Provincial 9-1-1 Network with routing information associated with the WSP cell site/sector (tower site/sector) that received the call to 9-1-1 and the call back number of the WSP End-Customer who placed the call to 9-1-1;
- D. In processing 9-1-1 call information received from the WSP, the TELUS Provincial 9-1-1 Network has the capability to provide access to the routing information and the call back number of the WSP End-Customer to call answer centres in conjunction with Provincial 9-1-1 Service;
- E. For calls to 9-1-1 by WSP End-Customers that are routed by the WSP to the TELUS Provincial 9-1-1 Network, the WSP has requested that TELUS provide access to routing information and the call back number of the WSP subscriber to call answer centres for use by the call answer centres in conjunction with Provincial 9-1-1 Service; and
- F. For calls to 9-1-1 by WSP End-Customers that are routed by the WSP to TELUS, TELUS has agreed to process such calls and do such other acts and things according to the terms and conditions of TELUS' Tariffs and this Agreement.

NOW THEREFORE in consideration of the respective premises and mutual promises contained in this Agreement, the parties covenant and agree as follows.

1. INTERPRETATION

- 1.1 TELUS' Tariffs applicable to WSP Enhanced 9-1-1 Network Access Service including TELUS' Terms of Service and including, but not limited to, any limitations of TELUS' liability, are incorporated by reference and form part of this Agreement.
- 1.2 In the event of a conflict or inconsistency between TELUS' Tariffs and this document titled "Wireless Service Provider Enhanced Provincial 9-1-1 Network Access Service Agreement", the terms and conditions in TELUS' Tariffs shall govern.

- 1.3 TELUS' Tariffs, including the WSP Enhanced 9-1-1 Access Tariff, as approved by the CRTC, may, from time to time, be amended. The WSP acknowledges and agrees that amendments to TELUS' Tariffs could result in changes to rates, charges and fees for WSP Enhanced Provincial 9-1-1 Network Access Service.
- 1.4 For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:
- (a) Words importing the singular include the plural and vice versa, and words importing gender include all genders and firms or corporations where applicable.
 - (b) Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though the said provision had not been included.
 - (c) The headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.
 - (d) No presumption shall operate in favour of or against any party as a result of any responsibility that any party may have had for drafting this Agreement.
 - (e) This Agreement, and its performance, also shall be subject to all applicable statutes regulations and regulatory approvals as the case may be.

2. DEFINITION OF TERMS

- 2.1 Defined terms as used in this Agreement, including the recitals, shall have the meanings ascribed to them in the WSP Enhanced 9-1-1 Access Tariff, unless otherwise indicated. In addition, the following terms have the following meanings, unless the context requires otherwise.

"9-1-1 Management System" means a system of manual procedures and computer processes used to create, store and update the data required to provide WSP Enhanced Provincial 9-1-1 Network Access Service.

"9-1-1 Serving Area" means the geographic area, as determined by the Local Emergency Administration and TELUS, from which 9-1-1 calls will be directed to a particular Public Safety Answering Point.

"Business Day" means a day, other than a Saturday or Sunday, on which the principal commercial bank of TELUS is open for business during normal banking hours.

"Calling Party's Number" or "CPN" means the wireless 9-1-1 caller's 10-digit telephone number that would allow the emergency call taker to call back the wireless 9-1-1 caller.

"Confidential Information" means all data and information, whether in written, machine readable or other tangible form, or disclosed orally, that is of value to the disclosing party, is not generally known to competitors of the disclosing party, and which is communicated to another party in contemplation of this Agreement. Confidential Information shall include, but not be limited to, the Implementation Support Document, information relative to the disclosing party's customers, services, facilities, current or proposed business plans, roll-out plans, financial information relating thereto, telephone calling pattern information, prices,

trade secrets, know-how, formulae, processes, data, network configuration and rights-of-way, drawings, proprietary information, customer lists, and any other non-public information which concerns the business and operations of the disclosing party.

"Emergency Services" means police, fire and ambulance services and any other emergency public services accessible through Provincial 9-1-1 Service from time to time.

"Implementation Support Document" means the documentation provided by TELUS to the WSP to assist the WSP with the use of WSP Enhanced Provincial 9-1-1 Network Access Service. The Implementation Support Document may be amended from time to time by TELUS in its sole discretion.

"Local Emergency Administration" means a municipal or provincial government or regional district or other governmental authority having local jurisdiction over one or more 9-1-1 Serving Areas.

"Person" means a natural person, corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business trust, business association or other legally recognized business association including governmental and public institutions.

"Public Safety Answering Point" or "PSAP" means an answering location for 9-1-1 calls originating in a 9-1-1 Serving Area staffed by employees of service agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

"Tower Site Location Information" or "TSLI" means the information associated with a cell site/sector(s) including, but not limited to, a designated name, address, and associated Emergency Service Routing Digits.

Other words and expressions are defined in the context in which they appear and shall have the meaning indicated thereunder.

3. SERVICE

- 3.1 The WSP requests that TELUS provide and TELUS agrees to provide WSP Enhanced Provincial 9-1-1 Network Access Service in accordance with the terms and conditions of this Agreement and TELUS' Tariffs (in particular, the WSP Enhanced 9-1-1 Access Tariff).

4. TERM

- 4.1 The term of this Agreement shall commence on the Effective Date and, subject to the provisions of this Agreement, shall continue for three (3) years (the "Term"). This Agreement shall be renewed automatically for successive one (1) year periods (each of which is a "Renewal Term") unless terminated pursuant to Section 5.

5. TERMINATION

- 5.1 Subject to subsection 5.6, this Agreement may be terminated by either party at any time by giving written notice to the other party at least six (6) months in advance of the effective date of such termination.

- 5.2 Either party (the "Non-Defaulting Party") may terminate this Agreement in any of the following circumstances:
- (a) forthwith, upon the failure of the other party (the "Defaulting Party") to perform any of the material obligations imposed on it under this Agreement or to comply with any provision of the WSP Enhanced 9-1-1 Access Tariff (a "Default"), provided the Defaulting Party has been advised of the Default in writing and has not remedied or taken reasonable steps to remedy the Default within sixty (60) days after receipt of such notice; or
 - (b) if the other party (the "Insolvent Party") becomes insolvent or if insolvency or bankruptcy proceedings are initiated against such party or if the Insolvent Party transfers or makes an assignment of its property in favour of its creditors or the property of the Insolvent Party is placed under receivership or sequestration or is subject to liquidation or if the Insolvent Party ceases to carry on business in the ordinary course, the Non-Defaulting Party may terminate this Agreement upon thirty (30) days prior written notice to the Insolvent Party, which notice shall specify the effective date of termination.
- 5.3 Notwithstanding anything to the contrary in this Agreement or in the WSP Enhanced 9-1-1 Access Tariff, TELUS may terminate the services contemplated in this Agreement without incurring any liability or obligations whatsoever to the WSP, or to any Persons, upon termination of contractual arrangements regarding the provision of Provincial 9-1-1 Service between TELUS and a Local Emergency Administration. In the event of such termination, TELUS shall provide the WSP with reasonable notification.
- 5.4 In the case of termination under this Section 5, except under subsection 5.3, any amounts due to TELUS for services, facilities and equipment provided pursuant to this Agreement or the WSP Enhanced 9-1-1 Access Tariff to the WSP shall immediately become due and payable.
- 5.5 The expiration or termination of this Agreement shall not relieve the WSP of its obligation to pay any amounts due to TELUS and shall not deprive TELUS of any of the rights, remedies or actions that may accrue to it up to and including the effective date of expiration or termination.
- 5.6 The WSP acknowledges that early termination of this Agreement could result in significant damage to TELUS. For this reason, in the event this Agreement is terminated prior to the end of the Term or a Renewal Term as a result of a Default of the WSP or in the event the WSP terminates this Agreement pursuant to Section 5.1 above, the WSP shall pay to TELUS in a single payment, as liquidated damages and not as a penalty, an amount equal to one hundred percent (100%) of the payments that would have become due and payable from the effective date of termination to the end of the Term or the Renewal Term, as the case may be, based on the averaged monthly charges payable by the WSP to TELUS for the services provided to the WSP pursuant to this Agreement during the six (6) months immediately preceding the issuance of the notice of termination. Such payment shall immediately become due and payable by the WSP upon the date of issuance of the notice of termination.

6. OBLIGATIONS AND COVENANTS OF THE PARTIES

- 6.1 TELUS and the WSP each represents and warrants to the other that:
- (a) it is duly authorized to enter into and perform this Agreement;

- (b) this Agreement has been duly executed and delivered by it;
 - (c) the entering into, and performance by it, of this Agreement does not and will not violate any law, regulation or other enactment or rule binding upon it, nor any contract by which it or any of its assets is bound; and
 - (d) this Agreement constitutes its legal, valid and binding obligations, enforceable in accordance with their respective terms.
- 6.2 TELUS and the WSP each agree to perform their respective obligations set forth in the attached Schedule "A", as the same may be amended or supplemented from time to time in accordance with this Agreement.
- 6.3 Subject to the terms and conditions of this Agreement and the WSP Enhanced 9-1-1 Access Tariff, TELUS shall:
- (a) provide the WSP with access to WSP Enhanced Provincial 9-1-1 Network Access Service at the rates, terms and conditions specified in the WSP Enhanced 9-1-1 Access Tariff and this Agreement;
 - (b) provide the services in connection with WSP Enhanced Provincial 9-1-1 Network Access Service specified in Schedule "A";
 - (c) provide an interface to the 9-1-1 Management System for the initial loading and updating of the WSP's Tower Site Location Information in the manner determined by TELUS;
 - (d) provide an interface to the 9-1-1 Management System in the manner determined by TELUS in accordance with the Implementation Support Document;
 - (e) upon execution of this Agreement, provide a copy of the Implementation Support Document to the WSP;
 - (f) provide the WSP with reports detailing Tower Site Location Information data entry failures and other non-processed Tower Site Location Information data entries in such form and medium and through such delivery arrangements as determined by TELUS; and
 - (g) at the request of the WSP, provide to the WSP a list of Local Emergency Administrations in which Provincial 9-1-1 Service is available to WSP End-Customers, which list will be in such form as determined by TELUS from time to time.
- 6.4 In addition to its other obligations set forth in this Agreement, the WSP shall:
- (a) provide the necessary Trunking to route originating calls to 9-1-1 from WSP End-Customers to TELUS' Selective Router(s) as more particularly described in Schedule "A";
 - (b) obtain and provide, at its sole cost and expense, all necessary facilities and equipment required to interface with and utilize the 9-1-1 Management System;
 - (c) be responsible for all Tower Site Location Information data including, but not limited to, the accuracy and completeness of such data, it being understood and agreed by the WSP that the Local Emergency Administrations shall deal directly with the WSP concerning such Tower Site Location Information data and the WSP shall cooperate

with and provide all required Tower Site Location Information data to each Local Emergency Administration;

- (d) attend, in a timely manner, to the entry of Tower Site Location Information data into the 9-1-1 Management System, and any updating and error correction to such data;
- (e) construct, equip, maintain and operate the WSP Network so as to provide adequate 9-1-1 call processing to WSP End-Customers consistent with the purposes and requirements of this Agreement; and
- (f) route calls to 9-1-1 from WSP End-Customers that the WSP wants TELUS to process as calls to 9-1-1 to TELUS' Selective Routers.

7. COMPENSATION

- 7.1 In consideration of the provision of WSP Enhanced Provincial 9-1-1 Network Access Service to the WSP and the provision by TELUS of other services described in this Agreement, the WSP shall pay to TELUS the applicable rates, charges and fees as set out in TELUS' Tariffs, specifically the WSP Enhanced 9-1-1 Access Tariff.
- 7.2 All rates, charges and fees shown on the WSP's bill are due on the due date shown on the bill. All rates, charges and fees not paid by the due date are past due and will bear interest at the rate shown on the WSP's bill.
- 7.2 All rates, charges and fees referred to in this Agreement and the WSP Enhanced 9-1-1 Access Tariff are exclusive of applicable taxes. Taxes payable by the WSP in respect of such rates, charges and fees shall be specified in TELUS' invoice.
- 7.3. The WSP acknowledges and agrees that the provision of WSP Enhanced Provincial 9-1-1 Network Access Service does not, in any way, alter the requirement that the WSP pay TELUS for any other services provided by TELUS and utilized by the WSP in conjunction with WSP Enhanced Provincial 9-1-1 Network Access Service. Payment by the WSP for such other services shall be in accordance with the terms and conditions in any applicable TELUS Tariffs and/or agreements, as the case may be.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 8.1 (a) TELUS' liability to the WSP as a result of any liability, award, claim, demand, suit, proceeding, action, cause of action, loss, cost, charge, damage, expense or other claim of any kind or nature whatsoever, direct or indirect, regardless of the cause, arising out of or relating to this Agreement, the WSP Enhanced 9-1-1 Access Tariff or any other Tariff, the operation of, failure of or failure to provide WSP Enhanced Provincial 9-1-1 Network Access Service or any part thereof including, without limitation, any claim arising out of a failure to complete a 9-1-1 call, any delay in completion of a 9-1-1 call, any interruption of a 9-1-1 call, or any error in information used in connection with the operation of WSP Enhanced Provincial 9-1-1 Network Access Service shall be limited to the extent set out in TELUS' Tariffs.
- (b) The WSP shall not be entitled to any claim against TELUS in the event of TELUS' failure to provide WSP Enhanced Provincial 9-1-1 Network Access Service or any other failure to perform where such failure is directly or indirectly caused by or results from a breach by the WSP of its obligations under this Agreement or the WSP Enhanced 9-1-1 Access Tariff, or an event or events beyond the reasonable control of TELUS.

- 8.2 The WSP shall:
- (a) indemnify and hold harmless TELUS, its directors, officers, employees and agents from and against any and all manner of liabilities, awards, claims demands, suits, proceedings, actions, causes of actions or other claims which may be brought or made against TELUS or such persons, or which TELUS or such persons may become subject to;
 - (b) be liable to TELUS, its directors, officers, employees and agents for any and all losses, costs, charges, damages and expenses whatsoever (and without limiting the generality of the foregoing, any losses, costs, damages and expenses of TELUS or such persons, including costs as between a solicitor and his own client) which TELUS or such persons may sustain, pay or incur;

as a result of, arising out of, or in connection with:

- (c) any act or omission of the WSP in the furnishing of service by the WSP to WSP End-Customers;
 - (d) any breach by the WSP of its obligations with respect to this Agreement or the WSP Enhanced 9-1-1 Access Tariff;
 - (e) any interruption in the WSP's service or interference with the operation of any facilities or equipment of the WSP arising in any manner from the services provided to the WSP under this Agreement and the WSP Enhanced 9-1-1 Access Tariff;
 - (f) the accuracy and content of the Tower Site Location Information and Calling Party's Numbers delivered by the WSP to TELUS;
 - (g) any failure by TELUS to carry out its obligations hereunder as a result of the WSP's failure to provide accurate Tower Site Location Information and Calling Party's Numbers;
- or
- (h) any failure by TELUS to maintain the accuracy of such Tower Site Location Information and Calling Party's Numbers beyond the actual content of Tower Site Location Information and Calling Party's Numbers as received by TELUS from the WSP.
- 8.3 Other than as provided for in this Agreement, there are no warranties, representations, conditions or guarantees of any kind whatsoever provided by TELUS to the WSP, either express or implied, whether arising by statute, agreement, tort, product liability or otherwise, regarding this Agreement and the services provided by TELUS hereunder including, but not limited to, warranties, representations, conditions and guarantees as to merchantability, fitness for any particular purpose, design, condition or quality.
- 8.4 Subject to Section 8.1, the WSP hereby waives any claims it may now or in the future have in tort or contract law, under statute or in equity, and confirms that its rights, obligations, rights of indemnity and measure and type of damages in the event of breach are limited to those provided in this Agreement.
- 8.5 This Section 8 shall survive termination of this Agreement.

9. INSURANCE

9.1 The WSP and TELUS shall, during the Term or any Renewal Term of this Agreement, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of same to the other or, if either the WSP or TELUS is self-insured, provide to the other satisfactory evidence that the WSP and/or TELUS, as the case may be, is and will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under this Agreement.

10. NON-DISCLOSURE

10.1 TELUS and the WSP intend to disclose certain information, which may include Confidential Information, to each other in connection with this Agreement.

10.2 In consideration of the disclosure of the Confidential Information by either party (the "Disclosing Party") to the other party (the "Recipient") the parties agree that they shall:

- (a) use the Confidential Information only for the purposes of, and in connection with, the performance of their obligations under this Agreement and, for greater certainty, not use Confidential Information for competitive purposes;
- (b) hold such Confidential Information in confidence, with at least the same degree of care with which it protects its own confidential or proprietary information and, at a minimum, in accordance with reasonably prudent standards;
- (c) restrict disclosure of the Confidential Information solely to its employees, professional advisors and consultants with a need to know the Confidential Information for the purpose contemplated in this Agreement and who are bound to maintain such Confidential Information in confidence under terms and conditions similar to, and no less stringent than, those set out herein and advise such persons of their obligations under this Agreement with respect to such Confidential Information. The Recipient hereby assumes responsibility for any disclosure of Confidential Information by any person to whom disclosure of Confidential Information is permitted under this Agreement. The Recipient shall take all reasonably necessary measures to restrain any person to whom disclosure of Confidential Information is permitted under this Agreement from unauthorized disclosure or use of Confidential Information;
- (d) except in connection with the purpose contemplated in this Agreement, not copy or duplicate such Confidential Information or knowingly allow anyone else to copy or duplicate such Confidential Information; and
- (e) promptly return to the Disclosing Party, upon its request, or certify as destroyed Confidential Information in whatever form, including all electronic and magnetic copies and notes thereof, regardless of whether such Information was made or compiled by the Recipient or furnished by the Disclosing Party.

10.3 The restrictions in this Agreement on use and disclosure of Confidential Information shall not apply to information that:

- (a) shall become generally known through no act of the Recipient or is in the public domain or subsequently enters the public domain other than through unauthorized disclosure by the Recipient;

- (b) was disclosed to the Recipient on a non-confidential basis by a third party having lawful possession and the right to make such disclosure, who was not under an obligation of confidence regarding the information, who was not identified to the Recipient as an agent of the Disclosing Party and provided that the Recipient would not reasonably expect that such third party had obtained such information in a confidential manner from the Disclosing Party;
 - (c) was in legitimate possession of the Recipient prior to its disclosure hereunder, as evidenced by appropriate records;
 - (d) is independently developed by the Recipient in the future without use of the Confidential Information, as evidenced by appropriate records;
 - (e) is approved in writing by the Disclosing Party for release or other use by the Recipient according to the terms set out in such written approval;
 - (f) the Recipient is required by law to disclose; or
 - (g) was disclosed by the Recipient to Local Emergency Administrations or any other party to fulfill the provisions of this Agreement.
- 10.4 Except as otherwise provided in this Agreement, each party has the right to refuse to accept any information under this Agreement.
- 10.5 Notwithstanding anything to the contrary in this Agreement, TELUS shall be free to disclose the Confidential Information to its Affiliates and employees, professional advisors and consultants thereof with a need to know the Confidential Information provided that such Affiliates, employees, professional advisors and consultants agree to be bound by confidentiality obligations similar to those contained herein. The term "Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with TELUS.
- 10.6 The parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 10.7 Each party acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, under any patent, copyright, trademark, trade secret or any other intellectual property rights in or concerning any of the Disclosing Party's Confidential Information.
- 10.8 Nothing in this Section 10 shall be construed so as to prevent TELUS from disclosing Confidential Information to Local Emergency Administrations, Public Safety Answering Points, providers of Emergency Services or any of their respective agents and representatives for the purpose intended herein.
- 10.9 All obligations undertaken respecting Confidential Information disclosed hereunder shall survive the early termination or expiration of this Agreement.
- 10.10 No permitted assignment of this Agreement shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment.

11. INDEPENDENT CONTRACTORS

- 11.1 Each party agrees that it shall perform its obligations hereunder as an independent contractor and not as the agent, employee or servant of the other party. Neither party, nor any personnel furnished by such party shall be deemed employees or agents of the other party or entitled to any benefits available under any plans for such other party's employees. Each party has and hereby retains the right to exercise full control of, and supervision over, its own performance of the obligations under this Agreement, and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each party will be solely responsible for all matters relating to payment of such employees. Each party will be responsible for its own acts and those of its own subordinates, employees, agents and subcontractors during the performance of the party's obligations hereunder.
- 11.2 Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between TELUS and the WSP. Neither party is, by virtue of this Agreement, authorized as an agent, employee or legal representative of the other. Except as specifically set forth herein, neither party shall have power to control the activities and operations of the other and its status is, and at all times will continue to be, that of an independent contractor. Neither party shall have any power or authority to bind or commit the other.

12. NOTICES

- 12.1 Any notice, communication, request, demand or other document required or permitted to be given, sent or delivered hereunder by one party to the other shall be in writing and shall be given, sent or delivered;

- (a) by registered mail, postage prepaid, mailed in Canada, and addressed to the intended recipient as follows:

to the WSP at: TELE-MOBILE COMPANY c.o.b TELUS Mobility
Suite 1600, 200 Consilium Place
Scarborough, ON
M1H 3J3
Telephone: (416) 279-4754
Facsimile: (416) 279-3949
Attention: Mark McCluskey
Director, Transission Planning

to TELUS at: TELUS Communications Inc.
5th Floor, 2700 Matheson Blvd East
Mississauga, ON
L4W 4V9
Telephone: (905) 804-6125
e-mail: nikolas.petridis@telus.com
Attention: Nikolas Petridis
Account Analyst, Global Trading and Partner Solutions

or to such other or additional address as either the party entitled or required to receive a notice, communication, request, demand or other document has, by notice given in accordance with this Section 12, communicated to the other party; or

- (b) sent to the party entitled or required to receive it by facsimile transmission to its facsimile number shown in Section 12.1(a); or

- (c) sent to the party entitled or required to receive it by electronic mail to its e-mail address shown in Section 12.1(a).

12.2 Notices will be deemed given, sent or delivered as of the earlier of:

- (a) if sent by mail in accordance with Section 12.1(a), on the fourth (4) Business Day following the date of mailing unless at any time between the date of mailing and the seventh (7) day thereafter there is a discontinuance or interruption of regular postal service, whether due to a strike or lockout or work slowdown affecting postal service at the point of dispatch or delivery, or intermediate point, in which case the same shall be deemed to have been given, sent or delivered and actually received in the orderly course of the mails, allowing for discontinuance or interruption of regular postal service; or
- (b) if sent by facsimile in accordance with Section 12.1(b), or electronically in accordance with Section 12.1(c), on the Business Day next following the date of transmission; and
- (c) if sent by expressed delivery service in accordance with Section 12.1(a) at the end of the Business Day next following the date of forwarding.

13. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

- 13.1 Neither party nor its subcontractors or agents shall use the other party's trademarks, service marks, logos, or any other proprietary rights in and to the other party's identity in any advertising, press releases, publicity matters, or other promotional materials or otherwise without such party's prior written consent which may be withheld in that party's sole discretion. Neither party will publicize the existence of this Agreement or the relationship between the parties without the other party's prior written consent, which may be withheld in that party's sole discretion.

14. RECORD RETENTION

- 14.1 Except as otherwise required by law or agreed to in writing, each party shall maintain all books, records, contracts, instruments, data and other documents, including all accounting records, and any other information that may be stored on any computer medium (collectively, the "Records"), relating to the performance of its obligations under this Agreement for a period which shall be the greater of: (i) twelve (12) months, (except for mechanized Records which shall be kept for two (2) months), or (ii) each party's existing corporate records retention policy, if any.

15. WAIVER

- 15.1 No term or condition of this Agreement may be waived by either party without the express written consent of the other, and forbearance or indulgence by a party in any regard whatsoever shall not constitute that party's waiver. No consent or waiver shall be effective unless made in writing by an authorized officer of the party.

16. ENTIRE AGREEMENT

- 16.1 This Agreement cancels, replaces and supersedes as of its Effective Date, all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.

17. SUCCESSORS AND ASSIGNS

- 17.1 This Agreement shall not be assigned, in whole or in part, by either party without the express written consent of the other which shall not be unreasonably withheld. This Agreement shall be binding upon, and shall enure to the benefit of, the parties and their respective successors and permitted assigns. Notwithstanding the preceding sentence, nothing herein, shall prevent TELUS from subcontracting WSP Enhanced Provincial 9-1-1 Network Access Service, in whole or in part, to any third party.

18. FORCE MAJEURE

- 18.1 Neither TELUS nor the WSP shall be liable to the other for any delay or failure in performance hereunder due to causes and circumstances which are beyond the reasonable control of the party unable to perform. These events include, but are not limited to, fire, flood, explosion, earthquake, other disaster, power failure, telecommunications line failure, embargo, accident, civil disturbance, riot, sabotage, laws imposed after the fact, war, rationing, embargo, work stoppage, strike, lock-out, slow-down and similar labor disruption, delay in transportation, acts of God, or acts of government. If an excused performance occurs, the party delayed or unable to perform shall give immediate notice to the other party.

19. CHANGE IN REGULATION

- 19.1. Notwithstanding any decision by the CRTC to refrain in whole or in part, conditionally or unconditionally, from the exercise of any power or the performance of any duty with respect to WSP Enhanced Provincial 9-1-1 Network Access Service including, without limitation, any removal of the requirement for TELUS to provide WSP Enhanced Provincial 9-1-1 Network Access Service in accordance with a tariff filed with and approved by the CRTC, the terms of conditions of TELUS' Tariffs, including the WSP Enhanced 9-1-1 Access Tariff, shall continue to apply to the provision of WSP Enhanced Provincial 9-1-1 Network Access Service by TELUS for the remainder of the Term or Renewal Term.
- 19.2 In the event there is any change to existing or implementation of new, statutes, rules, regulations or orders of any regulatory agency or governmental authority having jurisdiction over TELUS or its operations, which materially affects the rights and/or obligations of the parties in connection or in association with this Agreement, then the parties shall consult, within thirty (30) days after any of these occurrences, in order to determine what, if any, changes to the Agreement shall be necessary or appropriate, which changes may include the termination of this Agreement by mutual agreement of the parties.

20. GOVERNING LAW

20.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives, such execution effective on the Effective Date.

**TELE-MOBILE Company c.o.b. TELUS
Mobility**

TELUS Communications Inc.

By: 

By: 

Printed

Printed

Name: HILBERT CHAN

Name: JOHN FLEIGER

Title: VICE PRESIDENT,
Corporate Engineering

Title: VICE PRESIDENT,
Carrier Extensions Services

Date: Dec 18, 2002

Date: Jan 9, 2003

By: 

By: 

Printed

Printed

Name: EROS SPADOTTO

Name: WILLIE GRIEVE

Title: EXECUTIVE VICE PRESIDENT &
CHIEF TECHNOLOGY OFFICER

Title: VICE PRESIDENT, Government
And Regulatory Affairs

Date: JAN 20, 2003

Date: January 28, 2003

Schedule "A"

1. Local Emergency Administrations/ WSP Coordination Service
 - 1.1 TELUS shall provide and maintain a contact list of telephone numbers so that the Local Emergency Administrations, or their agents, may contact the WSP as may be required from time to time.
 - 1.2 The WSP shall:
 - (a) provide in writing to TELUS a contact telephone number whereby Local Emergency Administrations may contact the WSP. The number may be used by the Local Emergency Administrations, or their agents, during emergency response for purposes such as tracing calls or validating the Calling Party's Number or Tower Site Location Information; and
 - (b) advise TELUS in writing of any changes to the contact telephone number thirty (30) days in advance of any change to the number.
2. 9-1-1 Call Routing List
 - 2.1 TELUS will make available to the WSP, upon request, a 9-1-1 call routing list containing the Local Emergency Administrations name, Selective Router serving the Local Emergency Administrations and the primary Public Safety Answering Points serving the Local Emergency Administrations.
3. Emergency Service Routing Digits
 - 3.1 TELUS will assign Emergency Service Routing Digits numbers in blocks of 100 to the WSP. Emergency Service Routing Digits numbering will be in the form of NPA-511-XXXX.
4. 9-1-1 Trunking
 - 4.1 The WSP shall be under no obligation to use Trunking facilities provided by TELUS. The WSP may order required Trunking from TELUS at the rates, terms and conditions identified in TELUS' Tariffs.
 - 4.2 The WSP and TELUS shall cooperate to test the Trunking and the proper operation of the WSP Enhanced Provincial 9-1-1 Network Access Service. Such testing shall involve the Public Service Answering Points as appropriate.
 - 4.3 The WSP shall direct its 9-1-1 dialed traffic originating from a WSP End-Customer located within a 9-1-1 Serving Area via specific Trunks designated for 9-1-1 message traffic connected to TELUS' Selective Router. The WSP may not direct 9-1-1 calls originating from outside the serving area associated with TELUS' Selective Router to these Trunks.
 - 4.4 The WSP may be required to segment the Trunking into multiple 9-1-1 Trunk groups for purposes of defining different default routing assignments. TELUS shall assist the WSP in identifying the default routing required and will inform and involve the appropriate Local Emergency Administration(s) if required.