Online Terms and Conditions for Bell Business Internet Dedicated (BID)

Effective from August 25, 2025 to September 30, 2025 Updates effective October 1, 2025: the following sections are removed 1.

Other terms and conditions

2. Customer requirements

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 herein. 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 the Glossary.

Basic Features

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.

Options and Optional Features

Part B: Options and Optional Features: Based on Customer's selection in accordance with Section 3 (Fees) of the Service Schedule, 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) Eight (8) 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.

All Customer managed connections provide:

- (i) Monitoring of the network connection up to, but excluding, the last intelligent device acting as demarcation point, twenty-four (24) hours a day, seven (7) days a week;
- (ii) Eight (8) static Internet Protocol (IP) addresses per circuit, which are non-portable IP registered addresses;
- (iii) Bilingual helpdesk for fault reporting, management and network monitoring twenty-four (24) hours a day, seven (7) days a week.

Redundancy Options

Redundancy Option(s)**

Available redundancy options:

- (i) 1 Site/2 Routers Single Site / Dual Routers;
- (ii) Multi Routers/Sites Multiple Sites / Multiple Routers;
- (iii) 2 ISP: Dual ISP;
- (iv) 2 VLAN: Logical Distribution Redundancy;
- (v) Physical Redundancy options (additional access must be ordered separately):
 - Access
 - Entrance (Access redundancy included).
 - Distribution router
 - Central Office (Access and Distribution Router Redundancy included)
 - POP (Access and Distribution Router Redundancy included)
 - POP/Entrance (Access and Distribution Router Redundancy included)
 - Distribution Router/Entrance (Access redundancy included)
 - Distribution Router/Access

In the multi-homing configuration:

- (i) A Customer providing a router must support BGP version 4. Also, the router must have sufficient memory and power if the Customer wants to receive the full internet routing table:
 - a. The Customer is responsible to manage load sharing using BGP community attributes.
- (ii) If a Customer uses another ISP, the Customer will have to meet requirement (i) as well as be accountable to provide a public Autonomous System number (ASN) and an IP address block with a network mask not longer than 24 bits (i.e./24).

Simple Network Management Protocol (SNMP)

Simple Network Management Protocol (SNMP)**:

Bell Canada will provide read command as used by the network managed systems to allow a Customer to poll the router no more than once per each 5 minutes interval since last poll.

Wireless Backup

Wireless Backup**:

To the extent the Service is functionally available, the Customer can add a Wireless Backup to any Site for which it receives the Service. If the Customer purchases the Wireless Backup option, there is no minimum bandwidth guarantee associated to the wireless services required for the Wireless Backup service. Wireless signal strength and availability are not guaranteed during the Service Term. The potential of Service limitations will only be determined at the time Bell attends the Site during the provisioning process. If Bell determines during the provisioning process that the wireless signal strength is not available to provide this optional service, Bell shall inform the Customer. The Customer may, by notifying Bell in writing within thirty (30) days upon receipt of such information, decide to:

- (i) request Bell undertake a Site Survey, at the cost identified by Bell, and in accordance to the terms established in the Site Survey form; or
- (ii) cancel its order for the Wireless Backup service option for the associated site(s), without any obligation to pay the cancellation charge described herein.

In the event the Customer chooses option (i), and undertakes the Site Survey, the results of the Site Survey will outline the Service option is possible, with the purchase and installation of additional equipment, or if the Service is unable to be provided. If the Service is unable to be provided, the Customer's order for the Site will be cancelled with no obligation to pay the cancellation charges. If the service option is available with the purchase and installation of additional equipment, the description of the equipment, as well as the cost to purchase and install it, will be provided to the Customer, and the Customer may, by notifying Bell in writing within thirty (30) days upon receipt of such information, decide to:

- (i) proceed with the purchase, and installation by Bell, of the additional equipment required; or
- (ii) cancel its order for the Wireless Backup service option for the associated site(s), without any obligation to pay the cancellation charge described herein.

If a Bell technician determines, during installation, that the Wireless Backup option is not available at a Site, the Customer will make its determination. If the Customer chooses to undertake a Site Survey, the Customer shall be charged the cost of the Site Survey, as per the applicable Site Survey Form.

In the event that a Site Survey determines that additional wireless equipment is required for the Wireless Backup service at the Customer Site, and the Customer determines that it shall choose to purchase and install the additional equipment, any wireless equipment, excluding the Wireless Modem, installed will be charged to the Customer, along with the fees associated to the installation.

Not included in the Services

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.

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) <u>Installation Charges:</u> 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) <u>Cancellation Fees:</u> 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 Bellidentified 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) <u>Unusual Construction Costs</u>: 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
- (g) <u>Installation Appointments:</u> 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) <u>Milestone Billing:</u> Milestone bill payments are required for all Services under a Service Schedule with a total contracted nonrecurring 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.
- (i) <u>Equipment Loss Charge:</u> 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").
- (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.

Customer requirements

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.

- 2. 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.
- 3. Where the Customer provides the Customer Premise Equipment (CPE) device:
 - a) 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.
 - b) 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
 - c) 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.

- 4. 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:
 - a) any CPE device has been serviced, installed, altered, repaired or relocated by any party other than Bell or a Bell Provider;
 - b) any CPE device has been transferred in title without the written consent of Bell (which consent shall not be unreasonably withheld);
 - c) 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;
 - d) any CPE device has been damaged by any external cause whatsoever including use in conjunction with equipment which is electronically or mechanically incompatible; or
 - e) 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.

5. 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.

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 aLetter of Authorization:
- (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 up to the maximum bandwidth (in Mbps or Gbps) identified in Section 3, if this option is chosen
- (ii) **Burstable Shared:** The Service is burstable to up to the maximum bandwidth (in Mbps or Gbps) identified in Section 3, if this option is chosen.
- (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.

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.

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.

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=

<u>Total Outage Time (Downtime - Excluded Downtime) minutes</u> 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.

Network Availability (Core) =

<u>Total eligible time in calendar month - Outage Time (Total Downtime - Excluded Downtime) in month per Bell Measured Trouble Tickets</u>

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.

Site Availability means the measurement as a percentage of time over the calendar month of the availability of either the wireline BID OE service or the Wireless Backup service at a particular serving location to transmit to, and receive data from, Bell's Core Network calculated pursuant to the formula described below. Site Availability only applies to a site that has both BID OE as primary and Wireless Backup.

Site Availability =

<u>Total eligible time in calendar month - Outage Time (Total Downtime - Excluded Downtime) in month per Bell Measured Trouble Tickets opened against that site eligible time in calendar month **Static IP Address** means an address that is permanently assigned on the Internet.</u>

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.

Wireless Backup means the optional service delivered over a wireless network and used as a backup to the primary wireline managed BID OE service.

Footnotes

*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.