

## SERVICE PROVIDER ACCESS AGREEMENT

IN CONSIDERATION of the rents paid by **GT GROUP TELECOM SERVICES CORP.** ("Tenant") to **UNIVERSITY OF MANITOBA** ("Landlord") and the terms contained herein, the parties agree as follows:

1. **Address where Premises are located:** Brodie Centre, 727 McDermot Avenue, Winnipeg, Manitoba (the "Building").
2. **Premises:** described in Schedule "A".
3. **Term:** three (3) years from the date of the last signature on a Service Level Agreement between the Landlord and the Tenant.
4. **Commencement Date:** August 1, 2001 or the first of the month after the date installation commences whichever is sooner.
5. **Taxes:** Tenant will pay its own business taxes, if any, and any increase in realty taxes assessed against Landlord by reason of the installation of the Equipment or its use of the Premises.
6. **Use of Premises and Utilities:** to install, maintain and supplement Tenant's equipment, cable, apparatus and ancillary attachments ("Equipment") for the telecommunication of signals to and from customers located in the Building and as support or back-up for Tenant's ring technology in the event of an interruption in service. Tenant may connect to all necessary utilities, trunk lines, customers' equipment and Landlord's electrical grounding system and will have access to required conduit, risers, closets and meter rooms.
7. **Electricity:** Tenant will pay for its own electrical consumption annually in arrears. Tenant warrants that its annual consumption will not exceed \$250.00 per annum and will provide consumption data to Landlord each year. Such payment by Tenant shall be subject to escalation as reasonably determined by Landlord.
8. **Prior to Commencement Date Tenant shall:**
  - (a) submit Equipment plans to Landlord for approval;
  - (b) obtain all consents, licenses and permits required to install and operate the Equipment and Landlord agrees to cooperate and provide all consents, authorizations and information reasonably required by the Tenant;
  - (c) conduct all tests required to satisfy itself that the Premises are suitable for its intended purpose; and
  - (d) provide Landlord with a certificate of insurance with coverage of not less than \$2,000,000 noting Landlord as additional insured.
9. **Installation and Maintenance of Equipment:**
  - (a) Tenant will repair any damage to the Building caused by its installation, maintenance or removal of Equipment at the end of the Term;
  - (b) The Equipment shall be installed, operated, maintained and supplemented in a good and workerlike manner in accordance with sound engineering practices;
  - (c) Tenant shall ensure that no liens are registered against the Building as a result of its work and will indemnify Landlord in connection therewith;
  - (d) Tenant will comply and will ensure that its subtrades comply with all health and safety and environmental legislation and indemnifies Landlord for a breach thereof;
  - (e) Tenant will ensure that its Equipment does not interfere with the signals or equipment of service providers granted prior access by Landlord.
10. **Performance by Tenant:** Provided Tenant has paid Rent and performed its obligations under this agreement, Landlord agrees that Tenant shall have non-exclusive access to the Premises and Utilities 24 hours a day, seven days a week subject to Landlord's reasonable security requirements and/or statutory holidays and/or over the Christmas break and enjoy the Premises and Utilities without interference.

11. **Indemnity:** Landlord and Tenant indemnify and save harmless each other for loss or damage to person or property caused by their own negligence or those for whom they are responsible and neither party shall be responsible for consequential damages. In addition to the foregoing, the Landlord shall not be liable to the Tenant or to any party claiming through or under the Tenant for any losses suffered as a result of the Tenant's agreement to provide services to a third party where the subject services involve the Tenant's use of the Premises.
12. **Default and Termination:** Landlord may terminate this agreement if Tenant has failed to cure a breach for which it has received 30 days' notice from Landlord, unless the breach is incapable of remedy within such period and Tenant has diligently commenced to cure the default in a manner acceptable to the Landlord, acting reasonably. Tenant may terminate this agreement upon 60 days' notice to Landlord if the Premises are or become unsuitable for Tenant's business. Any prepaid Rent shall be adjusted to the date of termination. In any event of termination, the Tenant shall ensure that the Tenant's Equipment and/or its materials are removed forthwith and in accordance with section 9(a) hereof and that no further use of the Premises is made following the effective date of termination.
13. **Transfer:** Landlord may assign this agreement at any time and shall be relieved of all obligations to Tenant under this agreement, provided Landlord ensures that the assignee receives actual notice of this agreement. Tenant shall not assign this agreement or sublet or license all or part of the Premises (a "transfer") without the prior written approval of Landlord, acting reasonably. Notwithstanding the foregoing, Tenant may effect a transfer to a corporate affiliate, its senior lenders or their collateral agents or a purchaser of a material portion of its business provided that Tenant shall ensure that Landlord is informed of a transfer and except for a transfer to a purchaser, shall remain liable under this agreement.
14. **Notices:** All notices under this agreement shall be in writing and may be delivered by mail, facsimile or in person to the addresses below and shall be deemed received three business days later if mailed and the next business day following the date of transmission by facsimile or personal delivery. At its own expense, Tenant may register a notice or caveat of this agreement on title to the Building in a form approved by Landlord and will remove such registration upon the expiration or earlier termination of this agreement.
15. **General:** This is the entire agreement between the parties affecting the subject matter described herein. Any amendments must be in writing and signed by both parties. If any portion of this agreement is found to be invalid, such portion shall be severed without affecting the validity of the balance of the agreement. Except for reason of financial inability, delay in performance by either party shall be excused for delay for causes beyond their reasonable control. The parties warrant that there are no restrictions contained in any other agreement to which they are a party that would prevent either party from entering into this agreement. The provisions of this agreement shall be subject to all applicable regulatory laws and regulations which will prevail in the event of conflict. This agreement is binding on the parties and their respective successors and assigns.

Date: Aug 13<sup>th</sup> 2001Tenant: GT Group Telecom Services Corp.

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Vice President and General Manager  
Prairie Region

I have the authority to bind the Corporation.

Mailing Address for Notices:

20 Bay Street  
Suite #700  
Toronto, Ontario M5J 2N8

Attention: Director, Facilities

Facsimile:

Date: August 2, 2001Landlord: University of ManitobaTitle: Vice-President (Administration)

I have the authority to bind the Corporation.

Mailing Address for Notices:

Room 202 Administration Building  
Winnipeg, Manitoba R3T 2N2

Attention: Vice-President (Administration)

**Service Level Agreement  
Between  
The  
University of Manitoba  
Information Services & Technology  
Bannatyne Campus  
And  
GT- Group Telecom Services Corp.  
A Subsidiary of GT-Group Telecom Inc.**

## **Introduction**

This agreement between the University of Manitoba on behalf of Information Services and Technology, Bannatyne Campus (the University) and GT-Group Telecom Services Corp. (Group Telecom) details the responsibilities of Group Telecom.

This document is an appendix to the Service Provider Access Agreement.

## **Authorizations**

This agreement is in effect as of last date signed, for three years and is renewable subject to mutual written agreement of both parties.

The University will provide a 30-day notification to Dan McMillan of Group Telecom of any rate change that has been published in this document. Such rate change will be implemented after the 30-day notification has been issued.

### **For the University**

Michael W. McAdam, Vice-President, Administration

### **For Group Telecom**

Tim Musicky, Director and Regional Manager, Manitoba

## **Definition of Service**

Under the terms of this agreement, the University maintains and administers the Main Distribution Centre (MDC), Room 003 Brodie, which serves as the demarcation point for Group Telecom service.

## **University Responsibilities**

- The University is to specify location in 003 Brodie for Group Telecom to install its telecommunication equipment
- The University is to provide Group Telecom with two strands of fibre at the 003 demarcation point
- A University staff member will be assigned to accompany any Group Telecom staff requiring reasonable access to 003 Brodie

## Group Telecom Responsibilities

- Group Telecom to designate an individual for the University to contact in the event of a problem or after hours emergency
- Group Telecom to provide accurate documentation of installed equipment and/or system including equipment make/model and serial numbers (in an attached appendix)
- Group Telecom to insure own equipment as it is not covered under the University insurance policies for fire/theft/and or vandalism
- Group Telecom to maintain comprehensive general liability insurance to cover for any losses, damages, injuries or deaths that may arise in the course of this agreement and relating to Group Telecom's access to or use of any University property.
- The University to be notified should any equipment be removed/added in order that the Service Level Agreement may be modified
- The University to be notified should the Group Telecom contact change in order that the Service Level Agreement may be modified
- Group Telecom to cover construction costs (if any) including racks and provision of power as well as the provision of emergency power or UPS as well as any other costs to carry out its services
- Group Telecom to provide twenty-four hours advance notice to assure appropriate staff are available to grant access to 003 Brodie
- Group Telecom to be charged \$60.00/hour after normal business hours
- Group Telecom to be invoiced and to pay forthwith for damages to any University property, such as cables, as a result of work done by Group Telecom
- Group Telecom to ensure that no damage is done to any University property as a result of the installation and removal of any equipment installed or removed by Group Telecom

## Service Contacts and Support

Service Outage and Access	Gord Beaudin	789-3295	Gord_Beaudin@umanitoba.ca
	Kevin Janzen	789-3830	<a href="mailto:kjanzen@ms.umanitoba.ca">kjanzen@ms.umanitoba.ca</a>
Business	Gabrielle	789-3438	<a href="mailto:gbsmith@ms.umanitoba.ca">gbsmith@ms.umanitoba.ca</a>
	Bartsch-Smith		
	Dan McMillan	480-2026	<a href="mailto:dmcmillan@gt.ca">dmcmillan@gt.ca</a>
Emergency Contact	U of M Security	789-3330	
	GT NOC	1-877-484-6101	

## Response Time

**Priority Level****Response**

Priority 1

An existing network is down. The University, the client (Manitoba Institute of Child Health) and Group Telecom will commit the necessary resources to resolve the problem. IS & T Bannatyne will respond within two hours during normal business hours and will provide 'commercially reasonable effort' after normal business hours as per current IS & T policy.

Priority 2

Operation of an existing network is severely degraded or significant aspects of the client's operation are negatively impacted by inadequate performance. IS & T Bannatyne, the client and the vendor, if required, will commit the resources necessary during normal business hours to resolve the problem. IS & T Bannatyne will respond within four hours during normal business hours and will provide 'commercially reasonable effort' after normal business hours, as per current policy.

Priority 3

Operational performance of the network is impaired while most applications remain functional. IS & T Bannatyne, the client and Group Telecom, if required, are willing to commit resources during normal business hours to restore service to satisfactory levels. IS & T Bannatyne will respond within one business day.

Priority 4

A client requires information about or assistance with moves, adds or changes to the network. Where there is little or no impact on the client's operation. IS & T Bannatyne and the client are willing to provide resources during normal business hours to provide the information or assistance, as requested. IS & T Bannatyne will respond within five business days.

## Emergency Access Process

### Regular Hours

During regular working hours contact the IS & T Bannatyne Help Desk @ 789-3541. A trouble ticket will be opened and a technician shall be dispatched to deal with the problem. Should no one respond at the Help Desk, access to University of Manitoba, Information Services & Technology controlled voice/data rooms can be obtained by paging Gord Beaudin @ 931-3179 or Kevin Janzen @ 931-9647. If the Networking Technicians are unavailable the Assistant Director can be reached via 789-3438 or cell phone 292-3348. Should no one be available, contact Campus Police at 789-3330.

### After Hours

Emergency after hour's access can be arranged but will also be a chargeable activity at the rate of \$60 per hour payable to the University. To obtain after hours access, contact Campus Police at 789-3330 and they will contact the appropriate University of Manitoba Information Services & Technology personnel.

### University Statutory Holidays/Christmas Break

In the event that access is required on a statutory holiday, the emergency access process should be followed. It should be noted that this would also be a chargeable activity at the rate of \$60 per hour payable to the University.

This agreement is in effect as of last date signed, for three years and is renewable subject to mutual agreement of both parties.

For the University of Manitoba

Vice-President (Administration)

Dated Sept. 10/01

For Group Telecom < ,

Director and Regional Manager  
Manitoba

Dated Aug 30/01