

THIS MEMORADUM OF UNDERSTANDING MADE THE ____ DAY OF _____, 2013.

BETWEEN:

THE CITY OF EDMONTON

a municipal corporation
under the laws of Alberta
(the "City")

-and-

SHAW CABLESYSTEMS GP

("Shaw")

WHEREAS:

- Shaw intends to expand their area metro WiFi network to provide wireless services to Shaw customers across the City of Edmonton;
- Shaw is willing to extend free wireless services to all public users of agreed upon City owned locations indoors, outdoors and underground;
- The City is desirous of expanding its service coverage for its free public wireless network currently known as Wireless Edmonton;
- Shaw and the City wish to evolve their strategic business relationship to the mutual long term benefit of each of the parties; and
- Shaw and the City contemplate that certain related agreements will be entered into by the parties within the spirit of this Memorandum of Understanding;

NOW THEREFORE the City and Shaw enter into this Memorandum of Understanding (MOU) to describe their relationship with respect to provision of WiFi services and to describe the arrangement to be entered into with respect to fibre and other assets:

1 OBJECTIVES AND SCOPE

- 1 The objective is for Shaw to expand its existing WiFi network for its customers by accessing City owned locations and offering limited free service to the public in these locations.
- 2 The parties will be positioned to use fibre and other assets to the benefit of both parties where agreed upon and jointly beneficial.
- 3 When possible, the City will make available access to infrastructure to facilitate the development, while maintaining the security, reliability and integrity of its own network infrastructure.

2 SHAW/CITY STRATEGIC RELATIONSHIP

- 1 Shaw will be responsible for the implementation of the wireless network including all equipment and associated costs. Shaw will also be responsible for maintaining, repairing and replacing all Shaw infrastructure and equipment in order to provide effective wireless network services.
- 2 Shaw will provide time limited and/or data limited access to WiFi free to the public in City approved locations.
- 3 The parties will enter into an Agreement to govern and detail the wireless services to be provided by Shaw and the arrangements respecting fibre sharing and redundancy.
- 4 The parties will enter into a Licence Agreement to govern the access to and use of City facilities by Shaw.
- 5 The parties will enter into a Licence Agreement to govern the access to and use of City streetlights by Shaw.

- 6 The parties will enter into a Licence Agreement to govern the access to and use of City LRT stations by Shaw.
- 7 Shaw will enter into a Licence Agreement with Edmonton Public Libraries (EPL) to govern the access to and use of libraries by Shaw provided such is approved by EPL and the tenants of such sites.
- 8 Access to City owned locations by Shaw will be non-exclusive.
- 9 The City will not charge Shaw use and occupation fees under the Licence Agreements.
- 10 Shaw will be responsible for the permit costs associated with the City's review and approval of Shaw's plans respecting Shaw's work and the City's inspection of installations.
- 11 Shaw will be responsible for the relationship with EPCOR to arrange for power to the streetlights and ensure that the power is off during installation of equipment and returned on by nightfall.
- 12 Shaw will be responsible for the costs of metered power required to run their equipment.
- 13 Except as otherwise provided, the parties shall bear their own costs and liabilities arising under this MOU.

3 USE AND CONTROL OF INFORMATION

- 1 All confidential and proprietary information and data exchanged by the parties will be kept confidential in accordance with the Non-Disclosure Agreement as executed by the parties March 21, 2013.

4 TERM

- 1 The term of this MOU shall commence on the date above first written and terminate upon the agreement of the parties.

5 NOTICE

- 1 Any notice required or permitted to be given hereunder may be sufficiently given if personally delivered or sent by fax or by prepaid registered mail addressed as follows:

- (a) to the City at:

City Manager
300 City Hall
1 Sir Winston Churchill Square NW
Edmonton, Alberta T5J 2R7
Fax: 780-

- (b) to Shaw at:

VP, Operations
With a copy to: General Counsel and Corporate Secretary
Shaw Cablesystems Limited
Suite 900, 630 - 3rd Avenue SW
Calgary, Alberta T2P 4L4
Fax: 403-

or to any other fax number or address as may be designated in writing by the parties. Notice given by registered mail, if posted in Alberta, shall conclusively be deemed to have been received on the fifth business day following the date on which such notice is mailed. In the event of a postal strike, notice may only be given by fax or personal delivery.

6 NON-BINDING

- 1 This MOU is not to be construed as constituting a legally binding agreement between the City and Shaw and is merely to serve as a description of the business relationship between the parties and in contemplation of the parties entering into certain related agreements.

7 GENERAL

- 1 No partnership is created by this MOU. Nothing contained in this MOU shall or shall be deemed to constitute the parties as partners or as agent of the other or any other relationship whereby either could be held liable

- for any act or omission of the other. Neither party shall have any authority to act for the other or to incur any obligation on behalf of the other.
- 2 This MOU and any amendment or supplement may be executed in any number of counterparts and delivered by facsimile or electronically by pdf with the same effect as if all members hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same original document.
 - 3 The parties will with reasonable diligence hold all meetings, perform all acts, execute and deliver all documents and instruments, do all such things and provide all such reasonable assurances as may be reasonably necessary or desirable to give effect to the provisions of this MOU.

THE CITY OF EDMONTON as
Represented by the City Manager

Simon Farbrother

APPROVED:

As to Form _____
Corporate Services
Law Branch

As to Content _____
Corporate Services
Office of the CIO

SHAW CABLESYSTEMS GP

Per: _____