



Installation & Service Contract Wireless Internet

Between:

EH!tel Networks Inc.
392058 Grey Road 109
Holstein, ON, N0G 2A0

Hereinafter called "EH!tel"

And

The Customer

DEFINITIONS

Customer is the purchaser of the installation and services. The Customer warrants that he/she has legal authorization to enter into this contact.

Premise is a reference to a structure, including home, business, facility, or building.

SU is the abbreviated name for Subscriber Unit. The SU consists of the radio and/or antenna installed on the exterior of the home, and the POE (power over Ethernet) unit typically in the home.

POE is the abbreviated name for Power Over Ethernet. The POE may consist of a single unit, two units consisting of the POE and power supply. The LAN or Network ports of the POE are designated for the Service.

Equipment consists of both of the SU and POE.

Service Installation is the installation of the Equipment in a Premise and activation of one or more Service(s).

Installation refers to any combination of Service Installation that is relevant to the Customer in this Contract.

Installation Fees are the fees associated with "Service Installation", including applicable surcharges as specified in this Contract.

Time Slots are an approximate time for when an installation is scheduled Monday to Saturday, consisting of (i) **AM** – anytime after 6AM and before NOON, (ii) **PM** – anytime after NOON and before 6PM (iii) **Evening** – anytime after 4PM to 9PM.

Services are any Service ordered by the Customer that are part of an EH!tel Service Offering (package) with monthly re-occurring fee.

Value Added Services consists of: (i) usage based Service such as International Calls, Additional Bandwidth, Pay per View; (ii) Upon request by Customer, EH!tel may, at its option, provide Customer with technical and non-technical support, troubleshooting, options, custom installations, and other fees in connection with the service; (iii) Late Payment Charges, NSF charges.

PURPOSE AND INTENT

This Contract defines EH!tel and Customer obligations with respect to installation of Wireless Equipment, and the Services provided to the Customer.

GENERAL TERMS AND CONDITIONS

1. **Services** EH!tel agrees to supply the services (service offerings or packages ordered by the Customer) in accordance with the terms of this Contract. Customer agrees to receive the services from EH!tel in accordance with the terms of this Contract.
2. **Installations** EH!tel agrees to the terms for installations in accordance with the terms of this Contract. Customer agrees to the terms of installation in accordance with the terms of this Contract.
3. **Other Services** Upon request by Customer, EH!tel may, at its option, provide Customer with additional bandwidth, Pay per View, overseas calls, technical and non-technical support, troubleshooting, options, custom installations, and other fees in connection with the service.
4. **Customer** Customer warrants they are authorized to execute all aspects of this contract, or when applicable, obtained additional authorizations through signatures on this contract, be it individuals, lease holders, mortgage holders, partners, shareholders, landlords, who may be affected by the terms of this Contract.
5. **Effective Date** The effective date shall be the date the Customer signs this contract, or acceptance of an online submission by the Customer, which ever comes first (hereinafter called the "Effective Date").
6. **Service Date** The service date shall be the date the Customer connects to EH!tel services, or within 10 days of the date EH!tel has expired all attempts to schedule the installation of services, which ever comes first. (hereinafter called the "Service Date").
7. **Term** The term will commence on the "Service Date" and will continue thereafter, unless terminated by either party as permitted by this Contract. This Term shall automatically renew monthly, unless written notice is provided by either party to the other at least 30 days prior to the expiration date, in which case the Term will expire on said expiration date.
8. **Contract** This Contract will remain in force until either: (i) the term has expired and services are terminated or (ii) The contract is terminated by either party as permitted by this Contract.
9. **Payment.**
 - 9.1 Customer will pay EH!tel the one-time install fees as per selected installation options in section 22, and recurring monthly fees as per selected "Services", as well as any charges for "other services" and associated cost (on an estimated or actual basis). Upon 30 days or greater written notice prior to the end of the term, EH!tel may change any fees payable under this Contract. Customer will pay all taxes levied against or upon the services stipulated (as amended by the parties from time to time) or otherwise provided by EH!tel under this Contract (not including taxes based on EH!tel 's income).
 - 9.2 If the "service date" of the "services" falls prior to the 15th of any given month, the monthly fee will be pro-rated for the balance of that month. If the "service date" of the "services" falls on or after the 15th of any given month, the monthly fee will be pro-rated for the balance of that month, plus the monthly "services" fee for the following month.
 - 9.3 Pro-rated fees are calculated on a per day basis. Per day basis are calculated by the total of the monthly "services" fee divided by 30.
 - 9.4 All one-time install fees will be due upon receipt. All recurring monthly fees will be payable monthly in advance. Monthly fees and charges for other services, which are not billed as recurring monthly fees, will be payable monthly in arrears.
 - 9.5 EH!tel will issue monthly invoices via email by the 15th day of each month. Paper invoicing sent through Canada Post is subject to a \$3.00 surcharge.
 - 9.6 Except for the first payment, which must be paid by the Customer to EH!tel by commencement of the term and/or installation, all amounts will be payable on or before the 28th day of the month proceeding the month of the "services". The Customer will pay by a payment option offered by EH!tel.
 - 9.7 Any payment not made when due will be subject to service charge of two percent (2%) per month with a minimum service charge of \$2.00, compounded monthly.
 - 9.8 If the Customer's traffic usage fails to meet or exceed the amount specified as the minimum commitment in the bandwidth pricing section of the service table of this Contract, the Customer will be billed for the amount of the minimum commitment.
 - 9.9 EH!tel reserves the right to require a refundable security deposit, the amount of which will not exceed the total amount of three (3) month's reoccurring charges.
10. **Termination** Either party may terminate this Contract on thirty (30) days written notice, or email billing@ehtel.ca with receipt acknowledged, if the other party becomes the subject of any voluntary proceedings under any bankruptcy or insolvency laws, or becomes the subject of any involuntary proceedings under any bankruptcy or insolvency laws which are not dismissed or withdrawn within 60 days after filing.

- 11. If Customer is in Default** If Customer is in default of any of its obligations under this Contract, then EH!tel may in its sole discretion do any or all of the following: (i) without notice suspend any of its services provided to the customer; (ii) if Customer's default is nonpayment of any sums due, EH!tel will exercise all the rights and remedies available under applicable law and in accordance with this Contract.
- 12. Credit Authorization** Customer hereby authorizes EH!tel and gives consent to EH!tel under applicable privacy laws for EH!tel to obtain credit information and bank and other financial references regarding the Customer for the purposes of assessing the Customer's credit worthiness, and the Customer will promptly execute and deliver to EH!tel such further documents and assurances and take such further actions as EH!tel may from time to time reasonably request in order to carry out the intent and purpose of this section.
- 13. Limitation of Liability** The limit of EH!tel 's liability in contract, tort (including negligence) or by statute or otherwise to customer (or its clients) concerning performance or non-performance in any manner related to this Contract, for any and all claims will not, in the aggregate, exceed the total fees paid by the Customer to EH!tel under this Contract in the immediately preceding one month from the date the claim arose. In no event will EH!tel be liable for any lost profits, special, indirect, consequential, incidental or punitive damages. The Customer acknowledges that this limitation of liability and waiver of damages is a material term of this Contract and that EH!tel would not enter into this Contract in the absence of this waiver.

You expressly agree and acknowledge that the use of the service is at your sole risk, and the in particular but without limiting the generality of the forgoing, neither EH!tel nor any of its information providers, licensors, employees, or agents warrant that the Service will be uninterrupted or error-free; nor does EH!tel or any of its information providers, licensors, employees, or agents make any warranty or representation as to the result to be obtained from the use of the Service. The Service and any deliverables provided by EH!tel or those for whom it is responsible in law are provided "as is" and "as available" without warranties or conditions of any kind except for those explicitly referred to in this Contract. Neither EH!tel nor anyone else involved in creating, producing, or delivering the Service shall be liable for any direct, indirect, incidental, special or consequential damages arising out of use of the Service or inability to use the Service. In addition, you expressly agree and acknowledge that neither EH!tel nor any of its affiliates warrant that any data or files sent to you be transmitted in uncorrupted form or within a reasonable period of time, that such data or files will not be intercepted or that other users will not gain access to any of your computer equipment, or that any Content, or other materials accessible on the Service is free of viruses or harmful elements or components. There are no express or implied representations, warranties or conditions whatsoever (including warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the service or any merchandise, information or service provided on the Internet and all representations, warranties, or conditions of any kind, express or implied, are to the extend permitted by the applicable law excluded hereby.

- 14. Force Majeure** Neither party will be liable for any delay, interruption or failure in the performance of its obligations if caused by acts of God, war, declared or undeclared, fire, flood, storm, slide, earthquake, or other similar event beyond the control of the party affected ("Force Majeure"). If any Force Majeure occurs, the party claiming Force Majeure will promptly notify the other. The party claiming Force Majeure will use commercially reasonable efforts to eliminate or remedy the Force Majeure. This section will not apply to excuse a failure to make any payment when due.
- 15. Reselling** The service is intended to be provided to a home or a business location. **The Customer shall not resell, distribute, or share the service, with or without fees, to any individual, party, or entity**, unless specifically authorized in writing by EH!tel.
- 16. Package Change** Upon expiry of the term, the Customer has the option to select alternate Services (service offerings) at any time through contacting EH!tel customer support. Prior to expiry, The Customer may alter the package only if the replacement Services are of greater value (\$/Mo). EH!tel requires 3 Business days for the service change to take effect. Any changes in the service fee will not take effect until the next billing cycle.
- 17. Indemnity** Except to the extent of EH!tel 's gross negligence or willful misconduct, and to the fullest extent permitted by law, Customer hereby agrees to indemnify hold harmless, protect, and defend EH!tel and EH!tel 's agents, employees, representatives and contractors from and against any and all claims, causes of action, liabilities, losses, costs, damages, whether foreseeable or unforeseeable, arising out of or related to any act, omission or neglect, installation, or arising from or related to the Customer's use of or activities through use of the services. The provisions of this section 13 shall survive the termination, cancellation or expiration of this Contract.

18. Miscellaneous.

18.1 Notices All approvals, requests, authorizations, directions or other communications under this Contract, with the exception of maintenance notifications and those explicitly referred to otherwise in this contract, will be given in writing to the party's address for such party and will be deemed to have been delivered and given for all purposes (i) on the delivery date, if delivered personally; (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt, if sent by courier; (iii) upon completion of transmission, if sent via facsimile with a confirmation of successful transmission; and (iv) upon personal acknowledgement by the recipient, if sent by email.

- 18.2 Compliance with Laws** The Customer, at Customer's cost, shall fully comply with all applicable laws, regulations, rules and ordinances pertaining to Customer's use of EH!tel's services. Customer shall also comply with all reasonable rules and regulations established from time to time by EH!tel for the provisioning of the services.
- 18.3 Assignment** The Customer may not assign this Contract or any of its rights or obligations or the license hereunder, without the prior written consent of EH!tel. EH!tel may assign its rights and obligations under this Contract without the Customer's consent.
- 18.4 No Waiver** No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.
- 18.5 Severability and Reformation** If any portion of this Contract is determined to be or becomes unenforceable or illegal, such portion will be reformed to the minimum extent necessary in order for this Contract to remain in effect in accordance with its terms as modified by such reformation.
- 18.6 Remedies not Exclusive** The remedies available to the parties under this Contract are cumulative and not exclusive to each other, and any such remedy will not be deemed or construed to affect any right which either of the parties is entitled to seek at law, in equity or by statute.
- 18.7 Relationship** The relationship of EH!tel to Customer will be that of an independent contractor or service provider, and neither EH!tel nor any employee of EH!tel will be deemed to be an agent or employee of Customer.
- 18.8 Choice of Law and Attornment** This Contract will be governed and interpreted by the laws of the jurisdiction where the EH!tel offices are located, without regard to its conflicts of law provisions. The parties hereby irrevocably and unconditionally attorn to the non-exclusive jurisdiction of the courts of the jurisdiction where the Premises are located, and all courts competent to hear appeals therefrom.
- 18.9 Further Assurances** Each of the parties will promptly execute and deliver to the other at each party's own expense such further documents and assurances and take such further actions as the other may from time to time request in order to more effectively carry out the intent and purpose of this Contract and to establish and protect the rights, interests and remedies intended to be created in favour of the other.
- 18.10 Liens and Encumbrances** The Customer will not have the power, authority or right to create and will not permit any lien or encumbrance, including without limitation, tax liens, mechanics' liens, builders liens or other licenses or encumbrances with respect to work performed, in connection with the Equipment and installation. The Customer shall not permit any mechanics', materialmen's, or other liens to be filed against the Equipment and installation. The Customer further covenants and agrees that any lien filed against the Equipment, for work claimed to have been done for, or materials claimed to have been furnished to the Customer, will be discharged by the Customer, by bond or otherwise, within fifteen (15) days after the filing thereof, at the sole cost and expense of Customer. EH!tel shall have the right at all reasonable times to post and keep posted on the Customer's premise any notices which it deems necessary for protection from such liens. If any such liens are filed and not released within that fifteen (15) day period, EH!tel may, without waiving its rights and remedies based on that breach by the Customer, and without releasing the Customer from any of its obligations, cause such liens to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such liens.
- 18.11 Language** This Contract and all related documents have been drawn up in English at the mutual request of the parties hereto. La présente convention et tous documents y afférents ont été rédigés en anglais à la demande mutuelle des parties aux présentes.

WIRELESS INSTALLATIONS

- 19. Contractor** All installations, repairs, and locates are subcontracted to 2197762 Ontario Limited (oa FibreXpress Network Builders), and/or its agents or representatives. The Customer accepts the applicable terms of this contract to be extended to 2197762 Ontario Limited, or any other contractor authorized by EH!tel.
- 20. Leased or Rented Properties** The customer guarantees that they are authorized to execute all aspects of this contract, or when applicable, obtained additional signatures on this contract from all controlling parties, be it individuals, lease holders, mortgage holders, partners, shareholders, landlords, that have legal rights to approve this contract. The terms of this contract with the exception of the re-occurring monthly services are extended to these parties.
- 21. Cancellation** EH!tel reserves the right to cancel any Installation at its sole discretion. EH!tel will notify the Customer of the cancellation, and the Contract will be null and void.
- 22. Installation Options.**
- 22.1 BASIC.** Basic Installation of *Wireless Service* is at **no charge** to the customer. The basic installation includes installation of EH!tel's SU and POE, up to a 100ft of outdoor rated Cat5 cable from the SU to POE, and up to 10ft indoor Cat5 cable from the POE to the Customer's equipment. Cat5 will be secured with clips to readily accessible surface for the technician. Any two of the following items are included with a basic installation:
- (i) Satellite mount
 - (ii) Wall mount
 - (iii) Chimney mount
 - (iv) Tripod with up to 10ft pole or 10ft pole in an existing structure such as a light duty tower.

22.2 BILLABLE. Installation of **Wireless Service** subject to a sur-charge consists of the requirement of any of the following items:

- (i) Cat5 cable exceeding 100ft.
 - (ii) Specific cable installation requests, such as through attics and finished walls and/or ceilings.
 - (iii) Trenching of Cat5 cable.
 - (iv) Modifications to an existing tower.
 - (v) Erection of a new tower.
 - (vi) Any other specific requests that will incur significant effort for the installation technician.
 - (vii) Sales and/or configuration of customer equipment.
- A quote may be requested for any of the above prior to the install.

22.3 Password Protection and Security While EH!tel does its utmost to maintain privacy and integrity of the system within the industry standards and practices, EH!tel will not be responsible for any corrupted data, files, viruses and theft of the customer's personal information. It is the sole responsibility of the customer to safeguard their system through appropriate means. Any detriment caused to EH!tel as a result of the customer's failure to properly secure their system may result in cancellation and/or liability for damages to EH!tel's system.

23. Trenching & Locates.

- 23.1** The Customer acknowledges and permits reasonable unobstructed access to and from the Customer's property to locate existing buried structure or services, for the purpose of installation, repair, or construction, upon reasonable request by EH!tel, customer, land owner, contractor, service provider, or any other agency.
- 23.2** At least 5 business days prior to installation, the Customer will disclose to EH!tel or its contractors, the location of privately owned buried structures and/or services (including but not limited to weeping beds, sprinkler systems, hydro outlets, tile drainage and catch basins, wells and water lines), that may be in the path of the fibre installation.
- 23.3** At least 5 business days prior to installation, the Customer will disclose to EH!tel or its contractors, providers of existing services to the premise including but not limited to telephone, cable, gas or propane, water and sewage, hydro.
- 23.4** EH!tel will not be held liable for any cable installed on or within the premise. The cable installed by EH!tel or its contractors are installed on behalf of the Customer. Any locates and/or repair costs are the sole responsibility of the Customer.

24. Installation and Limitations

- 24.1** The Customer must disclose immediately any hazards, actual or potential, on, around or in the premise relevant to the installation, to EH!tel or its representatives. Hazards include and are not limited to; old wells, dogs, chemical storage, electrical. EH!tel installation technicians have the independent right to refuse the installations if there are any safety concerns with the installation, until such time the concern has been addressed.
- 24.2** The Services are provided through the installation of an SU and POE. The demark point is the "Lan" or "Network" port of the POE.
- 24.3** The Customer or an authorized representative must be available for the scheduled installation to (i) address any installation concerns immediately to the installation technician; (ii) sign required documentation; and (iii) satisfy payment obligations.
- 24.4** A hole must be drilled through the exterior wall for the line to enter the premise. Sealant will be applied in the hole once the line is installed. It is the Customer's responsibility to periodically inspect and re-apply sealant if required. EH!tel will not be liable for damage caused by deterioration of the sealant.
- 24.5** EH!tel will not be liable for devaluation to the premise due to any part of the installation.

25. Equipment The Customer, at its own cost and expense, will protect, and keep in good order the Equipment installed on the premise. The Customer will ensure that neither the Customer nor its employees, agents, contractors or invitees damage any part of the Equipment located in or about the Premises, or interfere, or allow the equipment to constitute a hazard to or to interfere with, EH!tel 's Equipment. The Customer will not make any alterations to the Equipment without the prior written consent of EH!tel. All maintenance, repairs, or upgrades must be completed through EH!tel.

26. Relocation of Equipment At the Customer's request, EH!tel will relocate the Equipment to other space within the Premise, and/or move, re-install the Equipment, based on time and material to be charged to the Customer. EH!tel will proceed with such request within 10 business days.

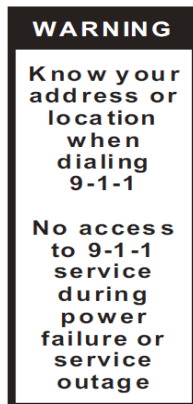
27. Periodic Inspections EH!tel reserves the right (upon reasonable prior notice to the Customer) to make periodic inspections of any part of the Equipment. The Customer will have the right to have one or more of its employees or representatives present during any such inspection.

- 28. Subrogation** EH!tel and Customer each hereby waive all rights of recovery against the other, the other's agents, employees, contractors, and representatives on account of loss and damage occasioned to such waiving party to the extent that that loss or damage, is actually covered (and paid) by insurance carried by either party. Each party shall cause each insurance policy carried by it pertaining to the Customer's Property, or Premises to provide that the insurance company acknowledges acceptance of the foregoing mutual waiver (i.e., waiver of subrogation) of claims under Section 21. Notwithstanding the foregoing, it is agreed that if any loss is because of the act, omission, negligence, or willful misconduct of the Customer or any of the Customer's employees, agents, representatives, or contractors, the Customer's Commercial General Liability insurance shall be primary and shall cover all losses and damages before any insurance carried by EH!tel.
- 29. Access and Entry** The customer hereby authorizes EH!tel and its agents to access its premises in order to complete the services herein contracted. This shall include, but not limited to, the initial installation, routine maintenance, any repairs and removal of equipment.
- 30. Ownership of Equipment** The Equipment installed on the property and/or premise are, and will remain the property of EH!tel, unless EH!tel has notified the Customer in writing that it has opted to abandon the equipment.
- 31. Removal of Equipment** If the Customer defaults on the terms of this Contract, or the term has expired without renewal, EH!tel has the right to (i) Remove and collect Equipment, or (ii) at EH!tel 's sole discretion, EH!tel may abandon equipment and/or the lines on the property and/or in the premise. Once removed or abandoned, re-activation or re-installation will be at the sole cost of the Customer.
- 32. Security** As general and continuing security for payment, performance and satisfaction of each and every obligation, indebtedness and liability of the Customer to EH!tel (including interest thereon), wheresoever and howsoever incurred, and any ultimate unpaid balance thereof, (all of which obligations, indebtedness and liabilities are herein collectively called the "Obligations") the Customer hereby grants to EH!tel, by way of mortgage, charge, assignment and transfer, a security interest in all of the Equipment and all Proceeds (as defined in the PPSA) thereof and therefrom, renewals thereof, Accessions (as defined in the PPSA) thereto and substitutions therefore (all of which are herein collectively called the "Collateral"). EH!tel and the Customer have not agreed to postpone the time for attachment of the security interest granted hereby and the Customer and EH!tel intend that the security interest granted hereby shall attach to presently owned or held Collateral forthwith upon execution of this Contract and shall attach to hereafter acquired Collateral forthwith upon acquisition of any right, title and interest of the Customer in such Collateral. Upon default under this Contract, the security hereby constituted will immediately become enforceable. To enforce and realize on the security constituted hereunder EH!tel may take any action permitted by law or in equity, as it may deem expedient, and in particular, without limiting the generality of the foregoing, EH!tel may sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of all or any part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained therefore and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to EH!tel may seem reasonable, provided that the Customer will not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies therefor are actually received and further, but without limiting the generality of the foregoing, EH!tel may exercise all of the rights and remedies of a secured party under the *Personal Property Security Crown Proceeding Act* (Ontario) as amended from time to time, including any amendments thereto and any Act substituted therefor and amendments thereto (the "PPSA"). Subject to applicable law and the claims, if any, of the creditors of the Customer ranking in priority to the security constituted hereunder, all amounts realized from the disposition of the Collateral pursuant hereto will be applied as EH!tel, in its sole and absolute discretion, may direct, and any surplus will be paid to the Customer. The Customer hereby acknowledges receiving a copy of this Contract and hereby waives all rights to receive from EH!tel a copy of any financing statement, financing change statement or verification statement filed at any time or from time to time in respect of this Contract. The Customer hereby authorizes EH!tel to file such financing statements and other documents and do such acts, matters and things as EH!tel may deem appropriate to perfect and continue the security constituted hereby, to protect and preserve the Collateral and to realize upon the security constituted hereby and the Customer hereby irrevocably constitutes and appoints EH!tel the true and lawful attorney of the Customer, with full power of substitution, to do any of the foregoing in the name of the Customer whenever and wherever it may be deemed necessary or expedient by EH!tel.

PHONE TERMS AND CONDITIONS

- 33. Technology** EH!tel phones are digital, using VoIP technology. All long distance, and telephone numbers remain property of EH!tel or its providers. The Customer will use the phone services only for "voice". No modem connection will be allowed. Fax calls are not supported by our technical support services.
- 34. VoIP** VoIP are non-tariffed and utilize the broadband connection (Internet) for voice calls. VoIP phones are subject to CRTC (Canadian Radio and Television Commission) regulations. Customer acknowledges and will comply with the following:
- 34.1** In the event of a power outage, or broadband outage, you will need to access a traditional phone or cell phone to make an emergency call. EH!tel 's BBU may provide power backup for the ONT of up to 4 hours, however batteries deteriorate over time. EH!tel will not guarantee continuation of power for the ONT during outages.

- 34.2** EH!tel uses E911 (Enhanced 9-1-1) and will register the Customer 's civic address (location of the Equipment) with Enhanced 911 services upon activation. The Customer is responsible for keeping your civic address information up to date through contacting EH!tel customer support.
- 34.3** The Customer will assure that all potential users are aware of the 911 operating differences.
- 34.4** Customer will affix the enclosed decals (see below) to telephones connected to any VoIP service. Affix the decals in a prominent location on each phone. Ensure that they remain legible, and immediately replace worn or displaced decals. Decals will be provided at the time of activation. Order more by contacting EH!tel customer services.



- 34.5** 9-1-1 is provided subject to availability, as some communities in Canada do not offer 9-1-1 services. In this case, call the required local emergency service directly, for example, the fire department.
- 35. Limited Warranty** EH!tel does not warrant that the Services will be uninterrupted, error free or that the functions will meet the specific requirements of the Customer. EH!tel will not be liable for any damages incurred in connection with the use or inability to use the services.
- 36. Fraudulent Use** The Customer is responsible for all charges for Services subscribed to, regardless of who used the Services. The Customer is solely responsible in the event of charges arising from the fraudulent use of Service and/or Equipment by a third party.

BANDWIDTH TERMS AND CONDITIONS

- 37. Bandwidth Services** EH!tel will provide to the Customer the internet connectivity, IP addresses and internet traffic services (collectively, the "Bandwidth Services"), as specified in the service table (as amended by the parties from time to time). EH!tel will provide Bandwidth Services in accordance with this Contract, including the service level contract contained herein. The Customer will comply (and will cause its users to comply as if those users were the Customer) with the acceptable use policy (as amended by EH!tel from time to time) contained herein. EH!tel will have the right, but not the obligation, without prior notice, to monitor online conduct and communications patterns, in order to verify compliance with this Contract and applicable law. The security for transmissions made using the Bandwidth Services is the responsibility of the Customer. The Customer's sole remedy for any interruption of Bandwidth Services will be to receive refunds in accordance with the service level contract. The Customer agrees to defend, indemnify and hold harmless the Indemnities, from any and all liabilities, costs and expenses, including reasonable legal fees, related to or arising from any action or claim by a third party against the Indemnities asserting an intellectual property right violation or any other third party claims which concern the Customer's (or its clients') use of the Bandwidth Services (including without limitation transmission of any message, information, software or other materials, or service interruptions).
- 38. Public IP Addresses** Any static public IP addresses allocated to the Customer by EH!tel must be maintained by the Customer in an efficient manner as deemed by ARIN and utilized at 80% within 30 days of assignment by EH!tel to the Customer. Failure to comply with this section may result in the revocation of IP addresses by EH!tel after five days notice to the Customer.
- 39. Traffic Billing** All EH!tel Wireless Internet packages are unlimited, and not subject to traffic billing, unless excessive traffic are of a result a breach of the terms within this contract.
- 40. No Liability for Content** The Internet is a largely unregulated medium, and therefore, some content, products or services offered on the Internet or through the Service (collectively referred to as "Content") may be offensive to you or may not comply with application laws. You agree to be solely responsible for access to and/or use of all Content and the Internet

ACCEPTABLE USE POLICY (AUP)

This Policy applies to each Customer and its employees, agents, contractors or other users of such Customer who obtain Services from EH!tel (each such person being a "User"). All Users are required to comply with this Policy to enhance the quality of the Services and to protect EH!tel 's customers, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. Each User should use common sense and good judgment in connection with the Services. The Customer agrees to use Bandwidth Services only for lawful purposes, in conjunction with all applicable law. Specific activities that are prohibited include, but are not limited to:

1. Users may not:
 - a. **Utilize the Services to send mass unsolicited e-mail to third parties.** Provided, however, that Users send unsolicited commercial e-mail so long as the User ensures that such transmissions comply with all applicable provincial, federal and international regulations, rules and laws, including, without limitation, the U.S. CAN-SPAM Act of 2003.
 - b. **Utilize the Services to be involved in the distribution of tools designed for the aiding of Unsolicited Bulk Email (UBE).**
 - c. **Utilize the Services in such a way that User becomes documented on a recognized SPAM abuse list or if the User has previously been denied access from another provider due to acceptable use policy violations.**
 - d. **Utilize the Services in connection with any illegal activity.** Without limiting the general application of this rule, Users may not:
 - i. **Utilize the Services to copy material from third parties (including text, graphics, music, videos or other copyrightable material)** without proper authorization;
 - ii. Utilize the Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party;
 - iii. Utilize the Services to traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under applicable law;
 - iv. Utilize the Services to export encryption software to points outside the United States in violation of applicable export control laws; or
 - v. Utilize the Services in any manner that violates applicable state, federal and international law.
 - e. **Utilize the Services in connection with any tortious or actionable activity.** Without limiting the general application of this rule, Users may not:
 - i. Utilize the Services to publish or disseminate information that (A) constitutes slander, libel or defamation, (B) publicizes the personal information or likeness of a person without that person's consent or (C) otherwise violates the privacy rights of any person.
 - ii. Utilize the Services to threaten persons with bodily harm, to make harassing or abusive statements or messages, or to solicit the performance of acts or services that are illegal under applicable law.
 - f. **Utilize the Services in connection with any other disruptive or abusive activity.** Without limiting the general application of this rule, Users may not:
 - i. Utilize the Services to cause denial of service attacks against EH!tel or other network hosts or internet users or to otherwise degrade or impair the operation of EH!tel 's servers and facilities or the servers and facilities of other network hosts or internet users;
 - ii. Utilize the Services to offer mail services, mail forwarding capabilities, POP accounts or autoresponders other than for the User's own account;
 - iii. Utilize the Services to resell access to CGI scripts installed on EH!tel 's servers;
 - iv. Utilize the Services to subvert, or assist others in subverting, the security or integrity of any EH!tel systems, facilities or equipment;
 - v. Utilize the Services to gain unauthorized access to the computer networks of EH!tel or any other person;
 - vi. Utilize the Services to provide passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code;
 - vii. Utilize the Services to (A) forge the signature or other identifying mark or code of any other person, (B) impersonate or assume the identity or any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the User (excluding the use of anonymous remailers or internet nicknames);
 - viii. Utilize the Services to distribute or post any virus, worm, trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Services;
 - ix. Utilize the Services to conduct port scans or other invasive procedures against any server (except any server for which the User is an authorized system administrator);
 - x. Utilize the Services to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
 - xi. Utilize the Services to solicit or collect, or distribute, advertise or promote, e-mail address lists for the purpose of encouraging or facilitating unsolicited commercial e-mail or spam;
 - xii. Post messages, run scripts or run software programs that consume excessive CPU time or storage space;
 - xiii. Utilize the Services in any manner that might subject EH!tel to unfavorable regulatory action, subject EH!tel to any liability for any reason, or adversely affect EH!tel 's public image, reputation or goodwill, including, without

- limitation, sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by EH!tel in its sole discretion; or
- xiv. Utilize the Services in any other manner to interrupt or interfere with the internet usage of other persons.
- xv. Broadcast of DHCP onto EH!tel's network. Any connection shall have a maximum of one DHCP lease.

2. **Violations**

- a. **Disclaimer and Assumption of Risk.** Notwithstanding this Policy, Users of the internet (including the Services) make such use at their own risk, acknowledging that there are known and unanticipated risks associated with internet use, some of which could result in physical, emotional or psychological injury or even death, or damage to individuals, to property, or to third parties. Such risks cannot be eliminated without jeopardizing the essential qualities of use of the internet. These risks include, among other things: credit card theft, identity theft, fraud, solicitation, stalking, invasion of privacy, unwanted receipt of offensive or obscene material, trespass to chattels or denial of service attacks. EH!tel expressly disclaims any obligation to monitor it's Customers and other Users with respect to violations of this Policy. EH!tel has no liability or responsibility for the actions of any of its Customers or other Users or any content any User may post on any web site. Users voluntarily engage in the activity of internet use and bear the risks associated with that activity.
- b. **Reporting Non-Copyright Violations** EH!tel encourages Users to report violations of this policy by e-mail to: abuse@ehtel.ca, including in any such report the name of the offending domain (for example, xyz.com), the IP address and the type of abuse (for example, spam, illegal acts, harassment, etc.) in the "subject" field of the e-mail.
- c. **Reporting Copyright Violations** EH!tel complies with the Digital Millennium Copyright Act ("DMCA"). EH!tel encourages Users to report an alleged copyright infringement involving a user by sending a notice that complies with the DMCA to:

DMCA Notices
Attention: DMCA Notices
EH!tel Networks Inc.
392058 Grey Road 109
Holstein, ON, N0G 2A0

Facsimile Number of Designated Agent (519) 594-0142
Email Address of Designated Agent: dmca@ehtel.ca

For your complaint to be valid under the DMCA, you must provide the following information when providing notice of the claimed copyright infringement (for more details on the information required for valid notification, see 17 U.S.C. 512(c)(3).):

- i. A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- ii. Identification of the copyrighted work claimed to have been infringed;
- iii. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit EH!tel to locate the material;
- iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address;
- v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law;
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- vii. You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys fees.

EH!tel has the right to suspend or terminate any Customer pursuant to any valid DMCA complaint. Furthermore, EH!tel, in its sole discretion, may suspend or terminate, without notice, any User that EH!tel determines is a repeat copyright infringer.

- d. **Remedies.** If EH!tel learns of a violation of this Policy, EH!tel will respond to the applicable Customer and may, in EH!tel 's sole discretion, take any of the following actions, in accordance with the severity and duration of the violation:
 - i. Warning the Customer;
 - ii. Suspending the offending Customer from the Services;
 - iii. Terminating the offending Customer from the Services;
 - iv. Imposing fees or charges on the offending Customer account in accordance with the applicable service contract;
 - v. Removing the offending content; and
 - vi. Taking other action in accordance with this Policy, the applicable service contract or applicable law.

- 3. **Reservation of Rights.** EH!tel reserves the right to involve and cooperate with appropriate legal authorities in investigations of claims of illegal activity involving EH!tel 's Services, Customers and other Users. EH!tel reserves all other rights to respond to violations of this Policy to the extent of applicable law and in accordance with any applicable contractual obligations. EH!tel may utilize technical means to monitor communications into, and out of, its network facilities to prevent the introduction of viruses or other hostile code, to prevent intrusions and otherwise to enforce this Policy and each Customer agrees that EH!tel is authorized to monitor its communications through EH!tel 's network for such purposes.

4. Indemnification. User(s) will indemnify, defend, and hold harmless EH!tel, its affiliates, subsidiaries, officers, agents and employees from any and all claims, damages or lawsuits of any kind (including reasonable attorney fees) arising out of the User's use of the Services and negligent or illegal acts of User(s), its employees or agents, including, but not limited to, claims, damages or lawsuits arising out the use of those services.

SERVICE LEVEL AGREEMENT (SLA)

1. **Support Level** EH!tel uses a three digit code separated by a period to define Support Levels. The first digit defines phone support. The Second digit defines restoration times and applicable credits. The third digit defines response times in the event a technician must be dispatched. Note: Default Residential packages are support level 4.5.4

Support Levels					
Phone	Restoration	Onsite	During business hours		After business hours & weekends
1.	X.	X	24/7 Live Support / Immediate call back on missed calls.	24/7 Live Support / Immediate call back on missed calls.	
2.	X.	X	Live Support / Immediate call back on missed calls.	Live Support or within 2hrs return call from voicemail.	
3.	X.	X	Live Support when available / return call within 2 hrs	Return call from voicemail within 2 hrs of the next business day.	
4.	X.	X	Live Support when available / return call from voicemail within 1 business day	return call from voicemail next business day	
X.	1.	X	SLA - Monitored Host / 1 day credit per outage over 1 hour per month up to 50% of total monthly service fee.	SLA - Monitored Host / 1 day credit per outage over 1 hour per month up to 50% of total monthly service fee.	
X.	2.	X	SLA - Monitored Host / 1 day credit per outage over 4 hour per month up to 50% of total monthly service fee.	SLA - Monitored Host / 1 day credit per outage over 4 hour per month up to 50% of total monthly service fee.	
X.	3.	X	SLA - 1 day credit per outage over 1 day per month up to 50% of total monthly service fee.	SLA - 1 day credit per outage over 1 day per month up to 50% of total monthly service fee.	
X.	4.	X	SLA - 1 day credit per outage over 1 business day per month initiating upon notification up to 50% of total monthly service fee.	SLA - 1 day credit per outage over 1 business day per month initiating upon notification up to 50% of total monthly service fee.	
X.	5.	X	SLA - 1 day credit per outage over 3 business day per month initiating upon notification up to 50% of total monthly service fee.	SLA - 1 day credit per outage over 3 business day per month initiating upon notification up to 50% of total monthly service fee.	
X.	6.	X	SLA - Best Effort	SLA - Best Effort	
X.	X.	1.	onsite within 4 hours of diagnosis	onsite within 4 hours of diagnosis	
X.	X.	2.	onsite within 12 hours of diagnosis	onsite within 12 hours of diagnosis	
X.	X.	3.	onsite next business day of diagnosis	onsite next business day of diagnosis	
X.	X.	4.	onsite within 3 business days of diagnosis	onsite within 3 business days of diagnosis	

2. **Outages** An outage is initiated from the date and time the Customer notifies EH!tel, and EH!tel has confirmed the Customer connection is unreachable.

