

FTTP INSTALLATION TERMS

1. **Contractor** Installations, repairs, and locates are subcontracted to FibreXpress Network Builders Ltd, and/or its agents or representatives. The Customer accepts the applicable terms of this Agreement to be extended to FibreXpress Network Builders Ltd., or any other contractor authorized by EH!tel.
2. **Leased or Rented Properties** The Customer represents and warrants that they are authorized to execute all aspects of this Agreement, or when applicable, obtained additional signatures from and made a party to this Agreement all controlling parties, be it individuals, lease holders, mortgage holders, partners, shareholders, landlords, that have legal rights to approve this Agreement.
3. **Project Cancellation** EH!tel reserves the right to cancel any applicable Project Segment at its sole discretion on 30 days' notice to Customer. EH!tel will notify the Customer 30 days in advance of its intent to cancel any applicable Project Segment. And, if a remedy can not be reached at 30 days, EH!tel will notify the Customer of the cancellation. If EH!tel is unable to complete the installation by December 31st of the year following the Calendar year this Agreement is accepted, the Agreement becomes null and void, unless both the Customer and EH!tel agree to extend the Agreement through an Addendum.
4. **Installation Options**
 - 4.1 **Project Installation** Installation of *Fibre to the Premise and Service* within a designated Project area and within the Project time-frame is the most cost effective. The Customer will accommodate two Time Slots presented to the Customer by EH!tel at EH!tel's sole discretion. The first Time Slot is for the Drop Installation, the second Time Slot is for the Service Installation.
 - 4.2 **Post Project Installation** Installation of *Fibre to the Home and Service* post project will require EH!tel engineering for evaluation to determine applicable fees and surcharges. A Post Project Installation will require two Time Slots.
 - 4.3 **Non Project Installation** Installation of *Fibre to the Home and Service* for Non Project Premise, will require EH!tel engineering for evaluation to determine applicable fees and surcharges. EH!tel may at its own discretion refuse to proceed with a Non Project Installation. A Non Project installation will require two Time Slots.
 - 4.4 **Customized Installation** Installation of *Fibre to the Home and Services* requiring a Custom Package. These may consist of dedicated fibre connection and can provision speeds up to 10Gbps.
 - 4.5 **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.
5. **Locates**.

- 5.1 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.
- 5.2 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), Propane lines, that may be in the path of the fibre installation.
- 5.3 EH!tel and or its affiliates will call official locates for utilities and services for, Hydro, Natural Gas, Telecommunications, Water and Sewage.
- 5.4 The Customer and/or its authorized agents will notify EH!tel at least 5 business days prior to any type of activity, construction or installation, on the property or premise that requires breaking the ground in the vicinity of EH!tel 's service, lines (drops) or equipment. EH!tel will respond to the notification with a locate report within 5 business days, and if requested or required, mark the location of EH!tel 's service, lines or equipment with flags, paint, or stakes.

6. Installation and Limitations

- 6.1 Drops over 200 meters from the Curb to the Premise, may be subject to a fee per meter, unless prior fees or fee exemptions have been approved by EH!tel.
- 6.2 Installation Pricing is based on the general standards outlined in the following paragraphs. The Customer has the option to customize installations which may be subject to a surcharge. To opt for a custom installation, the Customer must notify EH!tel at least 5 business days in advance of the installation at which time EH!tel will identify applicable surcharges to the Customer.
- 6.3 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.
- 6.4 At EH!tel's discretion, Drops are installed at the Customer's property at a minimum depth of six (6) inches to a maximum depth of forty-eight (48) inches. Drops typically surface at the exterior wall of the premise (premise entry point), near the common entry point of existing services (hydro, telephone or cable). The Drop is protected at the surface point through a conduit at least twelve (12) inches above existing grade and six (6) inches below existing grade.
- 6.5 90 feet(30 metres) of Drop line is coiled and secured on the exterior wall of the premise, and will remain there until such time the Service is installed. This limits the Equipment that provide the Service to be installed within the premise to be no more than fifteen (90) feet (30 meters) from the premise entry point.
- 6.6 The Services are provided through the installation of an ONT and BBU.
- 6.7 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.
- 6.8 The following defines a Standard Service Installation:
 - 6.8.1 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.
 - 6.8.2 The Equipment is typically installed on a joist, wall or closet. EH!tel installation technicians will accommodate reasonable requests to alter the location of the Equipment. Complicated alterations are subject to a surcharge at EH!tel's

discretion. The Customer must identify potential concerns with the proposed location of the Equipment prior to the installation. Concerns may consist of but are not limited to interference with existing or planned premise modifications, high traffic areas, in reach of children or pets.

- 6.8.3 Non wireless options are supplied with up to twenty (20) feet(6) meters of indoor cable, and up to two (2) holes drilled through walls, ceiling or floor to connect the Customer's PC or router. Exceeding these limits may be subject to a surcharge for time and material..
- 6.8.4 EH!tel will not be liable for devaluation to the premise due to any part of the installation.
- 6.8.5 The demark points are the assigned ports on the ONT. Support is provided to the demark points.

- 7. **Equipment and Drops** The Customer, at its own cost and expense, will protect, and keep in good order the Equipment and Drops 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 and Drops 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 and Drops. The Customer will not make any alterations to the Equipment and Drops without the prior written consent of EH!tel. All maintenance, repairs, or upgrades must be completed through EH!tel.
- 8. **Relocation of Equipment and Drops** At the Customer's request, EH!tel will relocate the Equipment to other space within the Premise, and/or move, re-install the underground Drops, based on time and material to be charged to the Customer. EH!tel will proceed with such request within 30 business days, season permitting.
- 9. **Periodic Inspections** EH!tel reserves the right (upon reasonable prior notice to the Customer) to make periodic inspections of any part of the Equipment and Drops. The Customer will have the right to have one or more of its employees or representatives present during any such inspection.
- 10. **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.
- 11. **Ownership of Equipment** The Equipment, and Drops 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.
- 12. **Removal of Equipment** If the Customer defaults on the terms of this Agreement, or the term has expired without renewal, EH!tel has the right to (i) Remove and collect Equipment and/or Drops, 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.