

## WIRELESS INSTALLATION TERMS

1. **Contractor.** All installations, repairs, and locates are subcontracted to 2197762 Ontario Limited (oa FibreXpress Network Builders), and/or its agents or representatives.
2. **Leased or Rented Properties.** The customer guarantees that they are authorized to execute all aspects of this Agreement, 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 Agreement with the exception of the re-occurring monthly services are extended to these parties.
3. **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 Agreement will be null and void.
4. **Installation Options.**
  - 4.1 **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:
    - 4.1.1 Satellite mount
    - 4.1.2 Wall mount
    - 4.1.3 Chimney mount
    - 4.1.4 Tripod with up to 10ft pole or 10ft pole in an existing structure such as a light duty tower.
  - 4.2 **BILLABLE** Installation of ***Wireless Service*** subject to a sur-charge consists of the requirement of any of the following items:
    - 4.2.1 Cat5 cable exceeding 100ft.
    - 4.2.2 Specific cable installation requests, such as through attics and finished walls and/or ceilings.
    - 4.2.3 Trenching of Cat5 cable.
    - 4.2.4 Modifications to an existing tower.
    - 4.2.5 Erection of a new tower.
    - 4.2.6 Any other specific requests that will incur significant effort for the installation technician.
    - 4.2.7 Sales and/or configuration of Equipment.
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.
6. **Trenching & Locates**
  - 6.1 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.
  - 6.2 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.

- 6.3 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.
- 6.4 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.

## 7. **Installation and Limitations**

- 7.1 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.
- 7.2 The Services are provided through the installation of an SU and POE. The demark point is the "Lan" or "Network" port of the POE.
- 7.3 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.
- 7.4 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.
- 7.5 EH!tel will not be liable for devaluation to the premise due to any part of the installation.

- 8. **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.

- 9. **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.

- 10. **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.

- 11. **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 General Liability insurance shall be primary and shall cover all losses and damages before any insurance carried by EH!tel.

- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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. 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.