

## **HuronTel - Agreement for High Speed Internet, Data and/or Television Service**

**1. General:** This Agreement is made by and between Huron Telecommunications Co-operative Limited (HuronTel) located at 60 Queen Street, Ripley, Ontario and Customer ("Customer") as identified below. This Agreement shall be effective on the date that it is executed by HuronTel, following Customer's execution ("Effective Date"). This Agreement sets forth the terms and conditions pursuant to which HuronTel shall provide the "Service" (as hereinafter defined) to the Customer. As used herein, "Service" shall refer to HuronTel's High Speed Internet Access and or Television Service. I/we acknowledge that HuronTel's service is provided to a demarcation point on premise and it is my responsibility to ensure that my network / equipment is capable of using the service for which I/we have subscribed.

**2. Rates and Charges:** Customer agrees to pay all applicable rates and charges set by HuronTel set forth and incorporated by reference of set monthly charges and onetime charges. In addition to such rates and charges, Customer shall be responsible for any and all fees and taxes, if any, which may be imposed by any Internet registration authority, in connection with the registration and maintenance of Customer's domain name(s) or Internet addresses, if any. Billing for the recurring component of the Service shall be monthly in advance. Payment for the non-recurring component of the Service, including initial set-up and installation fees, shall be billed on your monthly telephone statement. Charges shall be due upon Customer's receipt of invoice. HuronTel reserves the right to change or modify the rates and charges for the Service, or eliminate or modify certain components of the Service. In the event of such a modification or elimination with respect to the Service, Customer will pay all applicable taxes, as well as duties or levies, arising in connection with the Service. Customer's execution of this Agreement signifies Customer's acceptance of HuronTel's initial and continuing credit review and approval. HuronTel reserves the right to withhold implementation of service pending completion of HuronTel's credit review and HuronTel may condition initiation of service on its receipt of a deposit or such other means to establish reasonable assurance of payment.

**3. Term and Termination:** (a) This Agreement; shall be effective upon the Effective Date and continue until termination; its "Term" shall commence on the date upon which, with respect to the Service ordered, the Service is made available for use by Customer, shall continue for the minimum period specified in the contract/application and may be terminated by either party at the end of its Term by giving, but in the absence of such notice, service shall continue automatically until either party terminates by giving notice and the equipment is returned to HuronTel's Business office by the Customer. In the event Customer terminates the Agreement prior to the conclusion of the Term, Customer shall pay to HuronTel all charges for Service provided through the effective date of such cancellation plus a cancellation charge determined as follows: (I) If Customer requests termination of service prior to end of the minimum period specified in the contract/application, then the cancellation charge shall be an amount equal to one hundred percent (100%) of the balance of the monthly Service remaining then in effect at the time of cancellation. (a) It is agreed that HuronTel's charges, if Service is cancelled prior to the completion of the Term are intended to recover costs and are not intended as a penalty. (b) HuronTel may terminate this Agreement and/or cease or suspend the provision of the Service upon default of the Customer. Accounts are due when rendered and default includes: (i) the failure to pay any amount when due, (ii) the filing of a petition in bankruptcy by or against Customer; and (iii) any material default of this Agreement including but not limited to violations (as hereinafter defined) or conduct that HuronTel, in its sole discretion, believes may subject HuronTel to civil or criminal litigation, charges and/or damages. If HuronTel has suspended the Service pursuant to this

Section 3(b), HuronTel shall require a reconnection fee in order to resume Service. Termination shall not relieve Customer of their obligation to pay all fees for Service accrued and owing up to and including the date of termination or otherwise payable pursuant to Section 3(a) above, nor shall it preclude HuronTel from pursuing any other remedies available to it, at law or in equity. (c) In the event a law or regulatory action prohibits, substantially impairs or makes impractical the provision of Service under this Agreement, as determined by HuronTel, HuronTel may, at its option and without liability, terminate this Agreement or modify the Service or the terms and conditions of this Agreement in order to conform to such action. When the service is terminated, all mail, files and directories associated with it are erased.

**4. Rights and Obligations of Customer:** Customer represents that (a) it has full right and authority to enter into this Agreement; (b) it will not use the Service in any manner which is in violation of any law or governmental regulation, (c) the "Customer Data" (as hereinafter defined) will not violate or infringe the rights of others, including, without limitation, any patent, copyright, trademark, trade dress, trade secret, privacy, publicity, or other personal or proprietary right; (d) the Customer Data will not include indecent or obscene material or constitute a defamation or libel of HuronTel or any third party and will not result in the obligation of HuronTel to make payment or restitution of any kind of any third party licensing fees, (e) it will comply with all relevant export and encryption laws and regulations of any government laws, (f) use this service as a platform for gaining unauthorized access to or doing mischief on other systems, (g) bulk mailing or bulk postings to news, (h) tampering with or violating the privacy of other Customers' files, (i) overuse of system resources including spawning and spamming excess processes or processes that persist continuously; and (j) hosting internet or FTP content. For purposes of this Section 4, "Customer Data" shall mean the text, data, images, sounds, photographs, illustrations, graphics, programs, code and other materials transmitted through the Service hereunder.

**5. Equipment and/or Software:** Customer shall be solely responsible for the installation, operation, maintenance, use and compatibility of equipment or software and HuronTel shall have no responsibility or liability in connection therewith. In the event that equipment or software impairs Customer's use of any Service: Customer shall nonetheless be liable for payment for all Service provided by HuronTel. Customer shall cooperate with HuronTel in setting the initial configuration for its equipment's interface with the Service and comply with HuronTel's instructions in connection therewith.

It is required that the Customer provide surge protected electrical connections. Reimbursement to HuronTel for lost, stolen or damaged modems (including lightning, electrical and other such surges) is the responsibility of the Customer.

The Customer understand that any equipment provided as part of the service is the property of HuronTel and that the customer is responsible for its care. The Customer agrees that the equipment provided remains the property of HuronTel and termination of service will only take effect when the equipment is returned to HuronTel. If equipment is NOT returned in complete good repair and working order, charges will be applied to Customer's account and may be applied to the credit card provided by Customer. The following are the current charges and are subject to change:

Modems – \$250.00 plus HST

WIFI Hubs - \$200.00 plus HST

Standard Set-top box - \$250.00 plus HST

DVR - \$500.00 plus HST

Remotes - \$14.95 plus HST

Fixed Wireless - \$700.00 plus HST

The customer agrees that HuronTel has provided the equipment to the customer solely for the purpose of receiving service at the customer's premises and the customer shall not use the equipment for any other purpose whatsoever. In the event the customer uses the equipment for any purpose other than that specified, HuronTel at its option may at once terminate this contract and charge the equipment. Any collection and legal costs incurred by HuronTel regarding breach of any term of this contract shall be the responsibility of the customer and shall be due and payable forthwith upon demand. HuronTel shall not be liable for any injury or damage whatsoever to property or persons resulting from any use or operation whatsoever of the equipment. In the event the customer breaches any of the terms or conditions of this agreement subject to all penalties defined herein.

**6. Rights and Obligations of HuronTel:** (a) HuronTel, at its sole discretion, may secure domain names and assign Internet address space (subject to reasonable availability) for the benefit of Customer during the Term, and HuronTel will route those addresses on HuronTel's network; it being understood and agreed that neither Customer nor any of its "Users" shall have the right to route these addresses. Customer understands and agrees that it shall have no ownership interest in any IP address which HuronTel obtains on Customer's behalf and that HuronTel shall retain ownership of all such IP addresses, and upon termination of the Agreement, Customer's access to and utilization of such IP addresses shall terminate. (b) Customer agrees that it is solely responsible for assessing its own computer and transmission network needs and the results to be obtained there from and HuronTel exercises no control whatsoever over the merchandise, information and services offered or accessible on the Internet. HuronTel shall use commercially reasonable efforts to (i) monitor its network and its interconnection to other networks and (ii) maintain its network, including interconnections, in an operational state (except during scheduled maintenance). Customer assumes total responsibility for Customer's use and users' use of the service, software or equipment provided by HuronTel, if any, and the Internet. Customer understands and agrees further that the internet (1) contains materials some of which are sexually explicit or may be offensive and (2) is accessible by persons who may attempt to breach the security of HuronTel's and/or Customer's network. HuronTel has no control over and expressly disclaims any liability or responsibility whatsoever for such materials or actions and Customer and Customer's users access the service at Customer's own risk. Except as specifically set forth herein, the service and related software and/or equipment provided by HuronTel, if any, are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, noninfringement or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by HuronTel, its affiliates or its contractors or their respective employees shall create a warranty.

**7. Limitation of Liability:** To the maximum extent permitted by law, in no event shall HuronTel, its affiliates or agents be liable for any direct, indirect, incidental, special, punitive or consequential damages or lost or imputed profits or royalties, lost data or cost of procurement of substitute goods or services arising from or related to the service or this agreement whether for, among other things, breach of warranty or any obligation arising there from, and whether

liability is asserted in, among other things, contract or tort (including but not limited to negligence and strict product liability) whether or not HuronTel has been advised of the possibility of any such loss or damage. HuronTel's liability hereunder shall in no event exceed an amount equal to the average

monthly recurring charge paid by Customer for the service, such average monthly charge to be calculated based upon the period commencing on the effective date and concluding on the date a claim is made. Customer hereby waives any claim that these exclusions deprive it of an adequate remedy or cause this agreement to fail of its essential purpose. The foregoing sets forth Customer's exclusive remedy for breach of this Agreement by HuronTel.

**8. Indemnity:** Customer agrees to defend, indemnify and hold HuronTel and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any breach of this Agreement by Customer or Users; (b) the use of the Service or the Internet or the placement or transmission of any information, software or other materials on the Internet by Customer or Users, including but not limited to any Customer Data; (c) acts or omissions of Customer, Customer's agents or Contractors in connection with, among other things, the setup, installation, maintenance, presence, use or removal of equipment or software connected or to be connected to the Service; and (d) claims for infringement of any third party proprietary right, including copyright, patent, trade secret and trademark rights, arising from the use of any services, equipment and software.

**9. Non-Solicitation of Employees:** Customer shall not, during the Term of this Agreement and for a period of one year thereafter, directly or indirectly solicit, employ, offer to employ, nor engage as a consultant, any employee of HuronTel with whom Customer had contact pursuant to this Agreement, without the prior written consent of HuronTel.

**10. Non-Disclosure:** Except with respect to information in the public domain or which is legally required to be disclosed, Customer shall not disclose any of the terms and conditions of this Agreement to any third party during the Term and for a period of twelve (12) months thereafter.

**11. Assignment:** Customer shall not assign this Agreement or, resell the right to use the Service, without the prior written consent of HuronTel.

**12. The Customer understands** that violations of these Terms and Conditions is unethical and may involve criminal offence. When HuronTel becomes aware of such violations it is obliged to investigate and, should it be necessary, inform and cooperate with appropriate authorities in their investigations. These published Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Upon notice to Customers via e-mail, HuronTel may modify these terms and conditions, amplify them, as well as change or discontinue services offered. Use of Service constitutes acceptance of these Terms and Conditions. If these Terms and Conditions do not meet with the Customers' agreement, that Customer should contact HuronTel to initiate account closure.

**13. Service Level Agreements (SLAs) , Priority Support and Force Majeure:**

There are no implied SLAs with Internet or Data Services. HuronTel's objective is to deliver Internet and Data services 24x7 meeting the subscribed bandwidth. Internet bandwidths are delivered up to the advertised rates at best effort, and do not carry any implied or specified guarantees including but not limited to: bandwidth, latency, packet loss, repair interval and availability/uptime. Failure to meet the subscribed bandwidth or any other objective does not constitute a refund. All services are subject to outages required by both scheduled and unplanned maintenance without notice.

HuronTel, at its discretion, may offer for an additional fee SLAs and Priority Support Agreements that can be applied to Business class Internet and Data Services. The terms of the SLA will provide guarantees in one or more of the following areas: bandwidth, latency, packet-loss, scheduled maintenance windows, mean time to repair, and uptime. Failure of HuronTel to meet the guarantee(s) specified in the SLA would allow the subscriber to apply for service credits applicable to the time(s) the SLA was not met. Priority Support Agreements provide for access to after hours or 24x7 technical support via the HuronTel Network Operations and Support call centre.

Force Majeure: Neither Party shall be liable to the other for any costs, expenses or claims related to any delays or failure to perform resulting directly from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labour dispute, war or other violence, or any law, order or requirement of any Government Entity. If the event that force majeure continues for a period greater than sixty (60) days, all charges/credits for the service related to the force majeure shall be suspended commencing on the sixty-first day following the occurrence of the event of force majeure until the date on which such event has ended and the services hereunder provided by HuronTel have resumed. Once the services have resumed, all charges for service will resume. Where applicable, the minimum contract period time shall be considered extended for a period of time equivalent to the time lost because of such delay.

**14. Miscellaneous:** By signing the service application, you acknowledge that you have read and agree with the conditions, rules and policies established herein.