



Standard Terms of Service

1) Definitions

In these Standard Terms of Service, the following capitalized words have the following meanings:

- a) "Supplier" means Durham Broadband, an Ontario (Canadian) corporation.
- b) "Customer" means the Party identified on the first page of the Service Agreement
- c) "Demarcation Point" means the operational interface and location to which the Services are delivered, as more particularly described in the applicable Service Term(s).
- d) "Taxes" means all taxes, levies, fees, imposts, duties, charges, surcharges, assessments or withholdings of any kind or nature levied or imposed upon Supplier, its network, Equipment, facilities, or arising from or relating to the provision by Supplier of the Services or use thereof by Customer (including, without limitation, sales and excise taxes, real property, gross receipts, and license fees), together with any penalties, fines or interest thereon by any Canadian or U.S. federal, state, provincial or local government, public authority, including its agencies, commissions and tribunals, having jurisdiction;
- e) "Service Agreement" is the signature document that includes the Customer and the Supplier names and addresses, the date the agreement was created, the Salesperson, the Service Charges table the term of the agreement, and signature tables. The Service Agreement, when signed, binds to these Standard Terms of Service.
- f) "Service Location" means the building or premises at which the Demarcation Point is located.
- g) "Services" are the items listed in the Services Charges table in the Service Agreement.

2) Internet Service Terms

The following service terms apply to all Internet Services.

- a) General Description
 - a. Internetworking Services is a group of services offered by the Supplier that enable you to send and receive data using the Internet protocol and your communications equipment and systems. These services provide connections to the Internet and private networks.
- b) Service Infrastructure
 - a. Unforeseen Costs. If the Supplier finds out during installation of a service at a service location that either the necessary infrastructure is not available or you do not agree to pay for unforeseen costs to complete the installation, the Supplier will cancel the installation and terminate the service at that service location. You will not be required to pay the service cancellation charge. We will return any installation fees you may have paid, and we will not be required to provide the service at that service location.
- c) Equipment and Network

- a. The Supplier is responsible to maintain its network. The Supplier may perform maintenance activities during scheduled maintenance periods, or at other times when necessary.
- d) Use
 - a. When using the services, you must comply with the Suppliers Acceptable Use Policy (AUP) and IP address policy, published at the Suppliers website. The Supplier may change the AUP at any time, at their discretion. The Supplier will publish the changed AUP at the Suppliers public website, and you are responsible to review this policy to see any changes.
- e) Service Performance Objectives
 - a. The Internetworking Services include a service level availability objective as outlined in the table below, which is the percentage of time in a month (calculated as a 30 day month) that the service should be available for your use, compared to the standard.

Service Measure	Standard	Objective
Service Level Availability	100% 7 days/week x 24 hours/day	99.7% which equates to ≤ 2h 10 mins per month

- b. Although the Suppler makes reasonable efforts to meet the service level availability objective, if the service does not meet the objective, the Supplier will not be in breach of this agreement. The Supplier will not be obligated to pay any compensation and will have no other liability to you for any failure to meet the objective.

3) Charges and Payments

- a) The charges for the Services are as set out in the Service Agreement. Once the Service installation provided by Supplier is complete in all respects and the Service is ready to be delivered pursuant to this Agreement the service package, Supplier shall notify the Customer in writing or via electronic transmission. The Supplier shall then have the right to initiate billing within 5 business days. Supplier shall invoice Customer for the Services monthly in advance. In some cases, additional services may be calculated on an arrears basis and would be billed in the next billing cycle monthly in arrears or a combination of both, and payments shall be due and payable to Supplier monthly within thirty (30) days after on the due date listed on of the Supplier invoice to Customer. Payments past due date will be subject to an interest charge penalty as stipulated on the invoice and such interest charges shall accrue from and after the due date of payment to the date that the payment is made to Supplier.
- b) Customer shall be responsible for payment of its proportionate share of all applicable Taxes.
- c) If Customer is entitled to an exemption from any applicable Taxes, Customer is responsible for presenting Supplier with a valid exemption certificate (in a form reasonably acceptable to Supplier). Supplier will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by Supplier to Customer following Supplier's receipt of such exemption certificate.
- d) Unless otherwise specified in a specific Terms & Conditions appendix, all amounts due for Services shall be billed in Canadian dollars.

4) Effective Date and Term

The Service Agreement shall be effective from date of signature from the Customer. If the Customer is renewing a service and the service is already installed when the Customer signs the Service Agreement, the service period begins from signing.

The monthly charge listed in the Services Charges table will not change during the service period. After the service period ends, the Supplier will continue to provide the service from month-to-month for the monthly charges listed in Services Charges table until:

- Either the Customer or the Supplier cancels or changes a service,
- The Supplier changes the charges by giving the Customer notice at least one month in advance, or
- The Customer signs a new agreement with the Supplier.

This agreement remains in effect for as long as the Supplier continues to provide any of the services to the Customer. The Supplier may cancel a service at any time by giving advance notice to the Customer if the Supplier is turning down the service for all its customers.

This agreement may also require the Customer to pay other charges, including late payment charges, government charges that we are required to bill and collect by law, and service cancellation charges.

The Supplier will bill the Customer each month for the service charges, any other charges, and applicable taxes, beginning when services are installed. The Customer agrees to pay all service charges, other charges, and applicable taxes billed to the Customer, without any deductions or set-offs. The Customer must pay all amounts billed to the Customer by the due date shown on the bill, otherwise the Customer will also have to pay late payment charges, calculated at 2.0% per month (compounded to 26.82% per year), calculated from the billing date. The Supplier may restrict, suspend, or cancel any services if the Customer fails to pay any amounts due, but only after giving the Customer at least 10 days' advance notice at the Customer's billing address. If Supplier cancels a service because of the Customer's non-payment, the Customer must also pay the service cancellation charges.

5) Service Cancellation Charges

When an Internet service connection is cancelled, the Supplier will charge you the total fixed monthly charges remaining in your service period.

The Supplier may, at its discretion, waive the service cancellation charge if you replace the cancelled service with another Supplier Internetworking Service at the same service location, and the value of the replacement service is greater than the value of the cancelled services.

6) Customer Obligations

- a) **Service Location.** Customer will obtain and maintain in place access to the Service Location, including the Demarcation Point, to Supplier, its employees, agents, contractors, and subcontractors for the purpose of providing the Services as well as providing electrical power and outlets at the Service Location as Supplier shall reasonably require for the provision of the Services. Customer is solely responsible for the payment of all electrical charges associated with the Services and access charges at the Service Location.
- b) **Equipment.** The location of any parts of the Services to be installed at the Service Location shall be determined by Supplier in consultation with Customer. Customer shall take all steps reasonably required to protect the Equipment from trespass or damage by Customer or other persons where such Equipment is located at the Service Location.
- c) **Cable Wiring.** Customer shall be responsible for and shall pay for any and all cable wiring and equipment required to interconnect the Equipment from the Demarcation Point to Customer's equipment or to Customer's customer equipment, if applicable, to permit Customer to use the Services. Customer will be responsible for use of the Services beyond the Demarcation Point.

d) Property Ownership. Any and all Equipment provided by Supplier in connection with the provision of the Services at or to the Service Location shall remain the property of Supplier and shall not by reason of the attachment become or be deemed a fixture of the building. Supplier shall remove this Equipment from the Service Location upon termination or expiry of the Term of any Services.

7) Customer Responsibilities

The Customer is responsible for, and shall indemnify Supplier against, all losses, liability, claims, damages, judgments, expenses, and costs, of any kind whatsoever, including reasonable legal fees and disbursements, suffered or incurred by Supplier arising from claims of any third party (including Customer's customers and end-users) and arising from or in connection with the following:

- a) use of the Services by Customer or its customers or end-users or by any third party authorized by Customer;
- b) the Customer's (or its customer's or end-user's) data, equipment, computer network and other facilities;
- c) breach of any covenant, term, representation or warranty of this Agreement by Customer or by any third party authorized by Customer;
- d) the negligence or wilful misconduct of Customer, its customers, end-users or any third party authorized by Customer in connection with use of the Services;
- e) claims made by Customer against any third party who in turn claims contribution or indemnity from Supplier; and
- f) claims by any third party for libel, slander, passing off or infringement of copyright, trademark or patent, illegal, improper or unauthorized use of the Services arising from the content of the video, voice or data carried by Customer, or its customers or end-user except for content as may be directly derived from the Supplier.

8) Changes

At any time, the Customer may ask the Supplier to move some or all of the Customer's services, add a service to an existing service location or a new service location, to remove some or all of the Customer's services, or to make other changes. To move a service, the Customer may be required to pay additional one-time and a different monthly fixed charges at the new service location, and the Customer may be required to pay service cancellation charges at the original service location. To add a service, the Customer will be required to pay additional one-time and applicable monthly fixed charges. To make other changes, the Customer may be required to pay additional one-time charge.

To remove a service before the end of the service period, the Customer may be required to pay service cancellation charges. The Customer agrees that the service cancellation charges are a genuine estimate of the damages that the Supplier may sustain because the Customer cancelled the service before the end of the service period and are not a penalty.

The Customer can request changes by contacting the telephone number on the Supplier bill. Any changes and additional service charges must be agreed to by the Customer in writing before the Supplier makes the change.

9) Supplier Responsibilities

The Supplier is responsible for, and shall indemnify Customer against, all losses, liability, claims, damages, judgments, expenses, and costs, of any kind whatsoever, including reasonable legal fees and disbursements,

suffered, or incurred by Customer arising from third party claims arising from or in connection with the provision of the Services by Supplier or any breach by Supplier of its obligations under this Agreement.

10) Supplier Limitations of Liability

Unless otherwise expressly provided in this Service Agreement (including service performance commitment, as applicable) and to the extent permitted under applicable laws, the Supplier does not guarantee timely, secure, error-free, or uninterrupted services and Supplier makes no representations, warranties, conditions or guarantees regarding the Services (implied or statutory).

The service performance commitment that applies to a service, if any, the Customers only remedy for any problem with a service.

Supplier's entire liability for one or more claims by the Customer arising from or related to this Service Agreement is limited to damages proven to result directly from the matter giving rise to the claim, up to a maximum amount equal to the service charges paid in the 12 months before the first event that resulted in a claim.

The Supplier will not be liable to the Customer for any loss of profits, business, goodwill, reputation, or data relating to this agreement, the services, or any failure of or problem with the services. This limit applies even if Supplier is aware that such losses are possible.

This subsection 8 applies to all claims, in total, made against Supplier and its affiliates, whether a claim is made in contract, tort (including negligence), statute, or otherwise.

11) Confidentiality

Customer Information

All information that the Supplier keeps about the Customer and their services, other than the name, address, and listed telephone number, is confidential. Unless the Customer provides express consent or unless disclosure is required under the law, the Customer's information must not be disclosed by the Supplier to anyone, other than:

- The Customer or a person who, in the reasonable judgement of the Supplier, is seeking the information as the Customer agent
- another telecommunications company, but only if the information is used to establish or to efficiently provide telecommunications service, if the disclosure is made on a confidential basis, and if the information is used solely for that purpose
- an affiliate involved in supplying the Customer with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information used only for that purpose
- a directory or listing service company for the purpose of listing the Customer name, address and phone number if the Customer consents and if that company agrees to use the information only for that purpose
- an agent used by the Supplier to evaluate the Customer's credit or collect outstanding balances owed to the Supplier by the Customer, if the agent requires the information and agrees to use the information only for that purpose
- a public authority or its agent if the Supplier reasonably believes that there is imminent danger to life or property that could be avoided or minimized by disclosure of the information

- a law enforcement agency if the Supplier reasonably believes that the Customer or anyone using the Customer's device is engaged in fraudulent or unlawful activities against the Supplier.

By "express consent" the Supplier means:

- written consent
- oral confirmation verified by a person independent from the Supplier or the Customer
- electronic confirmation using a local or toll-free number
- electronic confirmation via the Internet
- oral consent, where an audio recording of the consent is retained by the Supplier, or
- consent through other methods, as long as an objective documented record of the Customer's consent is created by the Customer or by a person independent from the Supplier or the Customer.

By signing the Service Agreement, the Customer is giving the Supplier written consent that the Supplier may also disclose information about the Customer or the Customer's service to:

- The Supplier's service providers, and the Supplier's affiliates' service providers, if the information is required to provide the service to the Customer and disclosure is made on a confidential basis with the information used only for that purpose,
- The Supplier affiliates and their credit agencies to evaluate credit or collect outstanding balances owed to the Supplier or an affiliate.

12) Privacy

The Supplier is responsible for complying with Canadian privacy legislation (including the Personal Information Protection and Electronic Documents Act (PIPEDA) and substantially similar Canadian provincial privacy legislation) as such is applicable to us in the provision of the services under this Service Agreement. The Supplier's provision of the services is subject to this policy. This policy may be updated by the Supplier from time to time. The amended policy will be posted on the Supplier's website and notice of the change will be provided by invoice notification, email or otherwise. Unless otherwise indicated, the effective date of the amended policy will be the date of posting. The Customer's continued use of the services after such date will be deemed to constitute the acceptance of the amended policy. As the Supplier does not have a direct contractual relationship with the Customer's end users of the service, the Supplier relies on and requires that the Customer ensures that all the necessary consents from such end users has been obtained, provided all necessary notices to end users, and otherwise have all necessary authority to permit the collection, use or disclosure of personal information by and between the Customer and us (and our suppliers).

13) Additional Terms

Assignment of Agreement

The Customer must not assign this agreement without our advance written consent, including any assignment as part of the sale of the Customer's business.

Notices

If the Customer is required to give a notice to the Supplier under this Service Agreement, the Customer's notice must be given by telephone to the Supplier number shown on the Supplier's bill. If the Supplier is required to give a notice to the Customer under this agreement, the notice must be given to the Customer in writing at the Customer's billing address.

Affiliates

The Supplier affiliate is an entity that controls the Supplier, that is controlled by the Supplier, or that is controlled by the same parent entity as the Supplier. "Control" means majority ownership of the equity or beneficial interest in an entity, or the right to vote for or appoint the majority of an entity's governing body, such as a board of directors.

Claims

Any claim that the Customer have against the Supplier, or that the Supplier has against the Customer, relating to the Services or this Service Agreement must be referred to private and confidential mediation and, if the claim is not resolved, to binding arbitration. Mediation and arbitration, if necessary, will take place before a single mediator and a single arbitrator, under the rules of the ADR Institute of Canada. This paragraph does not apply to collection of any amounts that the Customer may owe to the Supplier or to the Customer's rights to make a complaint to any administrative authority that has jurisdiction over the Supplier or the services.

Confidential Agreement

This agreement is confidential. The Customer must not disclose any part of this Service Agreement except with the advance written consent of the Supplier or when required by law or any order of a court or other lawful authority.

Counterparts

This agreement may be executed in any number of counterparts, which may be exchanged by mail, facsimile or e-mail (including signed agreement scanned in pdf format), each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

Force Majeure

The Supplier is not responsible for the performance of, or in default of, any obligation or provision of this agreement if delayed, hindered or prevented by labour disruptions, failure of the networks of other companies, casualties, civil disturbances, law, order of a court of other lawful authority, acts of civil or military authorities, terrorism, accidents, fires, epidemics, natural disasters, or other catastrophes or events beyond the Supplier's reasonable control.