

Service Agreement/Contract

NorthWind Wireless Ltd. ** Internet Service Agreement/Contract

Name* (first, last)

Address (number, street)

City

Province

Postal code

(____) _____

Phone

email address

Plan type

Term of contract

Signature

Date of signing and Start of Contract (dd/mm/yy)

Your Internet Service Agreement /Contract will automatically renew unless we receive 30 days advance notice in writing. Some frequencies will require a monthly licensing fee.

The use of the NorthWind internet service constitutes Customer approval and acceptance of this agreement/contract. Acceptance of this agreement/contract is a condition for use of the NorthWind wireless network system or DSL line and/or services. If the Customer does not agree to all of the terms and conditions contained in this agreement/contract, the Customer is not permitted to, and should not, use the NorthWind Wireless network system or DSL lines and services.

* hereinafter referred to as "the Customer"

** hereinafter referred to as "NorthWind"

This Agreement/Contract may be amended by NorthWind at any time. The most current version is available at www.Northwindwireless.com. By activating, changing or continuing to use the NorthWind products or services, the Customer agrees to the most current Agreement/Contract, which supercedes and replaces any prior version. NorthWind reserves the right to discontinue or change services offered.

1 No Warranty, Limitation of Liability & Indemnity

(a) The Customer expressly acknowledges and agrees that use of the NorthWind products and services is at the Customer's sole risk. Products and services are provided "as is" and NorthWind makes no warranties of any kind, whether express or implied, for the products and services it is providing. NorthWind also disclaims any warranty of merchantability, fitness for a particular purpose, title and non-infringement. In no event will NorthWind be liable for any direct, indirect, special, incidental or consequential damages however caused on any theory of liability including, but not limited to, lost profits or revenues, the value of lost or corrupted data, Customer inability to use the products or services, or claims by third parties, even if NorthWind is advised in advance of the possibility of such damages.

(b) The Customer assumes liability for, and hereby agrees to fully indemnify NorthWind, its agents, employees, officers, directors, successors and assigns from and against all liabilities, damages, claims and expenses, including reasonable legal fees, arising out of the use, condition or operation of any product or the use of the services, regardless of where, how and by whom operated, including without limitation, any liabilities, damages, claims and expenses arising out of the use of the products or services by the customer in violation of applicable law.

2 Compliance with Laws

The Customer agrees that all services provided to the Customer by NorthWind will be used only for proper legal purposes and in a lawful manner. Transmission or publication of any information, data or material in violation of any provincial, federal or international law or regulation is strictly prohibited including, but not limited to, material protected by copyright, trademark, trade secret law or any other law, as well as threatening, offensive, harassing, obscene or pornographic material or content.

3 Indemnity

The Customer agrees to defend, hold harmless and expeditiously indemnify NorthWind from any liability, claim, loss, cost, damage or expense (including reasonable legal fees and disbursements) incurred by NorthWind arising out of the Customer's breach or violation of any term, condition or covenant contained in this Agreement/Contract or resulting from the use by the Customer of any NorthWind system, network or service.

4 Use of Network Access – Sharing, Renting and Selling your Internet Connection

NorthWind Network access and web server accounts shall not be transferred or used by anyone other than the Customer. The Customer cannot sell, share, lease, rent or assign

an Internet connection or parts of the connection wired or wireless to any party or parties without the express, prior written approval of NorthWind, which may be withheld by NorthWind for any reason whatsoever, at NorthWind's sole discretion. Failure to obtain written approval may result in the discontinuation of NorthWind's service without notice.

5 Customer Support

NorthWind will provide the Customer with support for network access issues during NorthWind business hours: Monday – Friday 9:00am – 5:00pm. Customer support is limited to support for products and services supplied by NorthWind.

6 Account Cancellation

NorthWind reserves the right to cancel services for any reason whatsoever, without prior notice. In the event the Customer breaches this Agreement/Contract, unused fees for the current month will not be refunded.

7 Capacity to Contract

The Customer acknowledges that they are over the age of eighteen (18) years, and have the legal capacity to enter into contracts.

8 Use of Network Services

(a) The Customer shall not disrupt NorthWind, its associated networks or equipment forming part of NorthWind's or the internet's systems, as determined by NorthWind in its sole discretion.

(b) The Customer shall not transmit any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulation or would likely be offensive to the recipient thereof.

(c) No message may be mass distributed, "broadcast," or otherwise sent on an intrusive basis to any NorthWind user or to any directly or indirectly attached network.

(d) Use of NorthWind's Internet connection in a manner that is disruptive, damaging, unlawful, offensive, or intrusive as determined by NorthWind in its sole discretion shall be considered a breach of this Agreement/Contract and may result in cancellation of service.

(e) The Customer shall not use NorthWind's services and facilities to interfere with or disrupt other network users, services or equipment. Such interference or disruption includes, but is not limited to: improper, harassing or offensive distribution of unsolicited advertising; excessive newsgroup posting or cross-posting; transmissions of any type or quantity that cause disruption of service to others; propagation of computer worms or viruses; use of the network to make unauthorized entry to other computer networks, information or communications devices or resources; and sustained, excessive use of NorthWind's access service, equipment or network connection without the prior consent of NorthWind.

(f) The Customer shall not use any program or information designed to assist in the fraudulent use of telecommunications services.

(g) The Customer is solely responsible for the security of his Personal Computing system.

The Customer shall not commit any act, either intentionally or through negligence, which may compromise the security of NorthWind in any way. Customers are expected to use "best practices" for the safe and secure operation of their system including firewall protection, virus protection, regular system backups, using and regularly changing passwords, surge protection, and uninterruptible power supply systems as required.

9 Privacy of Communications

NorthWind does not guarantee the privacy of any communications of the Customer while using NorthWind products or services. NorthWind reserves the right to monitor and/or manage any packet traffic it feels is necessary, in its sole discretion.

10 Access to Other Services

*NorthWind provides network access services to broadband services in remote locations. Customers may decide to use other applications and services through the network access provided by NorthWind Wireless Ltd., including but not limited to voice-over-Internet-Protocol (VoIP) services. **The customer acknowledges and agrees that NorthWind Wireless Ltd. provides no application support for these services, including but not limited to e-911 service for emergency service. Specifically, NorthWind Wireless Ltd. network access and other applications and services are not a replacement for e-911 emergency service. Customers will use such applications and services at their own risk and subject to the terms and conditions of the 3rd party suppliers of these applications and services.***

11 Contact Information

All notices hereunder shall be in writing and shall be delivered to NorthWind at the location set out below:

**NorthWind Wireless Ltd. 2 Beaverbrook Road Unit 105 Kanata ON K2K 1L1
Email: info@northwindisp.com phone: 613-599-3775 fax: 613-591-8093
website: NorthWindwireless.com**

12 Confidentiality of Customer Information

Unless you provide express consent or disclosure is pursuant to a legal power, all information regarding the Customer kept by NorthWind, other than the Customer name, address and listed telephone number, is confidential and may not be disclosed by NorthWind to anyone other than Customer, a person who in the reasonable judgment of NorthWind is seeking the information as Customer's agent, an agent retained by NorthWind in the collection of Customer's account, to determine Customer's creditworthiness, or to perform other administrative functions for NorthWind, provided the information is required for and used only for that purpose, a law enforcement agency whenever NorthWind has reasonable grounds to believe that Customer has knowingly supplied NorthWind with false or misleading information or is otherwise involved in unlawful activities, and a public authority or agent of a public authority if, in the reasonable judgement of NorthWind, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information. Express consent may be taken to be given by Customer where Customer provides written consent, oral confirmation by an independent third party, or electronic confirmation through the internet.

13 General

(a) This Agreement/Contract represents the complete agreement and understanding between NorthWind and the Customer and supersedes any other written or oral agreement. The Customer acknowledges and agrees that this Agreement/Contract cannot be changed by Customer. No oral representation of any sales representative, agent, officer, or employee of NorthWind shall vary the terms of this Agreement/Contract.

(b) The failure of NorthWind to insist upon strict adherence to any term or condition of this Agreement/Contract on any occasion shall not be considered a waiver of any right thereafter to insist upon strict adherence to that term or condition or any other term or condition of the Agreement/Contract.

(c) If any provision or part thereof of this Agreement/Contract is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions or parts thereof will nevertheless remain in full force and effect, and the Parties shall endeavor to give effect to the Agreement/Contract as originally contemplated before the provision was held to be invalid or unenforceable to the maximum extent permitted by law.

(d) This Agreement/Contract shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario, as applicable, without regard to conflict of law provisions thereof, and shall be treated in all respects as an Ontario contract. The parties hereby irrevocably and unconditionally attorn to the jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals there from.

(e) The headings contained in the Agreement/Contract are for convenience and reference only and shall not in any way affect the meaning or interpretation of the Agreement/Contract.

(f) The Customer shall not assign the Agreement/Contract.

(g) The parties confirm that it is their wish that this Agreement/Contract, as well as all other documents relating to this Agreement/Contract, including notices, be drawn up in English only. Les parties aux présentes confirment que c'est leur volonté que la présente convention de même que tous les documents, y compris les avis, s'y rattachant, soient rédigés en anglais seulement.

(h) Except as otherwise provided in the Agreement/Contract, the provisions of Sections 1, 3, 9, and 13 shall survive the termination of the Agreement/Contract for any reason. In witness whereof, the parties have caused this Agreement/Contract to be executed as of the date first written above.

14 Ownership of Equipment

All NorthWind radios and J-mounts and DSL modems installed by NorthWind will remain the sole property of NorthWind.

If it is determined by NorthWind that the radio is defective, then NorthWind will replace the radio at no cost to the Customer.

If a NorthWind radio, located on the Customer's premises, is damaged by a lightning strike or power surge, the Customer agrees to be responsible for half (50%) of the replacement cost of the said radio. The replacement costs consist of:

- NorthWind's cost to purchase a new radio plus applicable taxes
- NorthWind's regular labour rate and truck charge plus applicable taxes

NorthWind has the right to recover NorthWind-owned equipment from the Customer's premises without prior notice in the event the following should occur:

- the Customer's account be in default; or
- the Customer is in breach of this Service Agreement/Contract; or
- NorthWind determines in its sole discretion that NorthWind cannot provide the level of acceptable service as determined by NorthWind;
- cancellation of this Service Agreement/Contract for any reason.

If the Customer prevents NorthWind from recovering NorthWind owned equipment, NorthWind shall engage the appropriate authorities to assist with recovering the NorthWind owned equipment.

15 NSF Payments

NorthWind will charge the Customer a \$35.00 (thirty-five dollars) processing service charge on every occurrence of a cheque and/or automatic withdrawal payment when payments are not processed by the banking institution due to the Customer's account not containing sufficient funds to process the NorthWind banking transaction.

16 Contract Cancellation

The Customer must give NorthWind **30 days written notice by mail or fax: 613-591-8093 for any contract cancellations**. The Customer must include in the notification: name, address, phone number and the bank account information associated with the Customer's account with NorthWind.

NorthWind will charge the Customer 60% of the unused portion of this Service Agreement/ Contract plus applicable taxes if the Customer cancels this Service Agreement/Contract before the contract termination date.

An early termination/cancellation fee of \$100.00 (one hundred dollars) plus applicable taxes will be charged to the Customer for cancellations due to Customer moving/relocation. The Customer will continue to be billed at their service agreement/contract monthly rate plus applicable taxes until the effective date of the Customer's move date, in addition to paying the relocation cancellation fee. **30 days written notice is required for Customer moves/relocations.**

17 Billing, Fees and Charges

- a) The Customer agrees that the NorthWind products and services are provided to the Customer subject to the Customer's timely payment of the monthly service rates, installation fees, truck charges, and service call charges plus taxes as applicable.
- b) When service calls to the Customer's premises are for issues deemed not NorthWind issues and are Customer equipment issues or Customer issues, the Customer agrees that service call visits to the Customer's premises shall result in a **service call visit rate billed** to the Customer by NorthWind at NorthWind's service call rate plus the NorthWind

truck charge rate plus applicable taxes. NorthWind technicians will conduct troubleshooting testing and will advise the Customer of the testing outcome during the service call.

- c) **THE CUSTOMER AGREES THAT THE CUSTOMER WILL BE CHARGED HALF (50%) OF THE SERVICE CALL RATE AND THE FULL TRUCK CHARGE RATE IF THE CUSTOMER IS NOT AVAILABLE FOR SCHEDULED SERVICE CALL WITHOUT NOTICE GIVEN TO NORTHWIND OF ONE (1) FULL BUSINESS DAY.**
- d) The Customer agrees to adhere to the NorthWind **technician's recommendations** for installation of equipment and Northwind equipment location on Customer's premises in order for Northwind to provide best performance of service. Customer failure to adhere to the technician's recommendations could result in return service call visits to the Customer's premise to correct future performance issues. Return service call visits are billable to the Customer at the NorthWind service call visit and truck charge rates plus applicable taxes.
- e) The Customer acknowledges and agrees that NorthWind has the right to withdraw funds from the Customer's account using the pre-authorized payment banking information that the Customer has provided previously for the amount of any outstanding invoice plus applicable interest charges when the Customer charges are **outstanding for longer than 30 days** from the date of the invoice.
- f) The Customer agrees that if the Customer does not return the NorthWind DSL modem and three (3) line filters the Customer will be charged \$150.00 plus applicable taxes and these charges will be withdrawn from the Customer's bank account.

18 Methods of Payment

Customers have the option to pay fees and charges by cash or cheque at the time the service or installation is provided, or by providing NorthWind Wireless with banking information including Customer name, address, phone number, banking institution name, branch, and account number for pre-authorized payments.

By providing this banking information, the Customer expressly authorizes NorthWind to use the pre-authorized payment method to collect any outstanding amounts owing during the contract term. The Customer agrees that it will ensure that the billing information that the Customer provides to NorthWind, including address, email address, phone number and bank account information remains current at all times.

The Customer agrees to notify NorthWind of any changes to billing information.

If NorthWind discovers that:

- a) Customer's bank account is closed;
- b) Customer has revoked NorthWind's authorization to make withdrawals; or
- c) NorthWind cannot contact the Customer, in any manner, for payment of an invoice within 15 days of the invoice date and using the contact information in NorthWind's possession, NorthWind shall be entitled to terminate this Service Agreement/Contract or suspend the service. Upon said termination or suspension, the Customer shall become liable for all

Service Agreement/Contract

applicable termination and other fees in accordance with this Service Agreement/Contract.

NorthWind may bill the Customer for additional administrative charges or processing costs to the extent permitted by applicable law, for administrative activities, returned or rejected payments, disconnection or re-installation or re-activation of services. All administrative charges are charged to the Customer as part of the fees the Customer owes NorthWind under the terms of this Service Agreement/Contract.

Customer Signature

Customer name

NorthWind Wireless Ltd.

Per:

I have authority to bind the Corporation.

Radio /DSL Modem Serial Number