



First Nations Cable & Six Nations Internet

RR#1 1579 4th Line

Ohsweken, ON N0A 1M0

519-445-2981

These Standard Terms and Conditions.

Including, Schedule "A" attached hereto (collectively, the "Standard Terms"), the Approved Application identifying the specific service(s) that you are purchasing from First Nations Cable/ Six Nations Internet, the service level agreement executed by us ("SLA"), form the entire agreement between us with respect to the purchase and use of any service offered by First Nations Cable and Six Nations Internet (the standard terms, the approved application and the SLA are collectively referred to as the "CSA" or the "Customer Service Agreement").

Section 1.0: General

Definitions: For the purpose of this CSA, the following terms shall have the following meanings: "Activation Date" means the date that "FNC/SNI" commences to provide the service.

"Approved application" means the CSA Order form executed by "FNC/SNI" And the customer together with "FNC/SNI" quote form attached thereto.

"Business Day" means a day other than Saturday, Sunday, statutory holidays in Ontario or any other day on which the principal-chartered banks located in the city of Toronto, are not open for business during normal banking hours.

"CRTC" means the Canadian Radio-television and Telecommunications commission.

"End Users" means the customer's employees, directors, officers, contractors, subcontractors, agents' customers and representatives who access or use the service purchased by the customers from "FNC/SNI" or who access or use "FNC/SNI" network, "FNC/SNI" Equipment or facilities in connection with the customer's purchase of the service from "FNC/SNI" pursuant to the CSA;

"Equipment" means optronic, electronic or passive equipment, optical fibre cables and strands contained therein, and associated splicing connections, splice boxes and vaults, and conduits.

"FNC/SNI's Equipment" means Equipment that is used to access "FNC/SNI's" network or otherwise to provide the service.

"First Nations Cable/ Six Nations Internet Form" Means the First nations cable and six nations internet quote form attached to the approved application.

"Initial Service Terms" begins on the activation date and expires at the end of either the second, third, or fifth anniversary of the activation date as stipulated in the First Nations Cable/Six Nations Internet Quote Form.

"Installation Fee" means the non-refundable fee specified under the column entitled "Total Install Charge" in the First Nations Cable/Six Nations Internet Quote Form.

"Material" related to the essence of the contract, more than a mere annoyance to a right, but an actual obstacle preventing the performance or exercise of a right.

"Point of Demarcation" is as described in the first nations cable / six nations internet quote form or, if there is no such provision in the "FNC/SNI" quote form, at a termination panel located in proximity to the electrical metering equipment in, and/or the electrical service entrance to, the customers premises.

"Preliminary Work Fee" means the cost of any work that is necessary and required solely for the purpose of "FNC/SNI" being able to provide the service to the customer and includes, but is not limited to, the cost of "FNC/SNI" installing equipment to the agreed point of demarcation.

"Receipt" means the date that a document is deemed to be received, namely the date of the fax or the email if the document was faxed or e-mailed before 3pm on a business day; next business day if the document was faxed after 3pm or on a day other than

a business day and date of the delivery receipt if the document was sent by courier or registered mail.

"Renewal service term" means the period equal to the initial service term.

"Service" means the telecommunications services, date communications service or product(s) offered by "FNC/SNI" as generally described in the service level agreement.

"Service Fee" means the total monthly charge (plus applicable taxes) specified under the column entitled "total monthly charge" in the "FNC/SNI" quote form that the customers must pay in advance, for the service being provided hereunder, as may be amended pursuant to section 5.6 below.

"Terms" begins on the date of the approved application and ends of the initial service terms, or the expiry of the renewal service terms.

"Telecommunication Service" is as defined in the telecommunications act (Federal) and

"Third Party Service(s)" means any services to be provided by the third party (a "Third Party Provider") that are not carried on "FNC/SNI" Network and/ or other related equipment or facilities that are owned and/ or controlled by "SNI/FNC"

Section 2.0: Terms and SCOPE OF CSA

2.1 This CSA shall be effective as of the date of the Approved application and shall continue in full force and effect until the termination or expiry of the term.

2.2 Subject to the termination rights in the CSA, "FNC/SNI" agrees to provide the service to the customers during the initial service terms and the renewal service term and the customer agrees to receive and pay "FNC/SNI" for such service in accordance with the terms of this CSA. FNC/SNI will provide access to the service at each location listed in the FNC/SNI Quote form (the "customer site(s)") via single mode optical fibre, connected at the point of demarcation.

2.3 FNC/SNI shall notify the customer, in writing of the activation day for the service by no later than ten days following the activation date.

2.4 Either party may terminate the service upon the expiry of the initial service term by providing the other party with less than thirty (30) days' prior written notice prior to the expiry of the initial service term or subsequent renewal service term.

Section 3.0: Customer Obligations

3.1 In order for the customers to commence to receive the service, the customer, at its sole expense.

(a) arrange for the supply, installation, and maintenance of any customers or third party provided equipment or software at each customer site(s), where applicable, and ensure that such equipment or software is installed and maintained according to the manufacturer's specifications and the specifications, if any, provided by FNC/SNI and is compatible with FNC/SNI equipment and FNC/SNI'S network.

(b) provide, free of charge, or rent, a convenient and safe place in an environment which conform to the relevant equipment manufacturer's specifications and the specifications, if any, provided by FNC/SNI for the installation, repair, removal, operation, disconnection and maintain of FNC/SNI's equipment to be located on the customers sites for FNC/SNI to provide the service.

(c) secure for and grant to FNC/SNI the right to locate install maintain, operate, inspect, repair, disconnect, remove, and otherwise deal with FNC/SNI's equipment on private property where FNC/SNI is of the opinion that such rights are necessary for purpose of providing the service to the customer. In addition, the customer shall be solely responsible to provide FNC/SNI and its employees, agents, representatives, and subcontractors with access to the FNC/SNI equipment located on private property to which access is required or desirable to install, maintain, remove, or disconnect the FNC/SNI equipment. The customer shall be solely responsible for all charges payable to property owners, leaseholders, or any other person to obtain access.

(d) provide all necessary infrastructure, including without limitation, electrical power, outlets, grounding, and anti-static environments required for

the safe and efficient operation and maintenance of FNC/SNI equipment and the customer or third party provided equipment in accordance with FNC/SNI, Canadian standards association any other applicable specifications or regulations. The customers shall ensure that it and its End-Users do not commit any act or cause or permit any act to be committed or provide any service which will conflict with or affect in any way to provision of the service by FNC/SNI.

3.2 The Customers shall be solely responsible for obtaining necessary licenses and/or authorizations for all software and equipment that are not provided by FNC/SNI. FNC/SNI shall not be responsible if any changes in the service causes equipment, hardware or software not provided by FNC/SNI to become obsolete, require modification or attention, or otherwise affect performance of same. FNC/ SNI shall provide the customer with two (2) months notice of such changes.

3.3 The Customer is responsible for the loss of and risk or damage to the FNC/SNI equipment located on the customer's site, except where caused by the negligence or willful misconduct of FNC/SNI.

Section 4.0: Access or Use of Service

4.1 The Customer shall ensure that it and its end-users comply with the CSA, all applicable laws and FNC/SNI's written or electronic instructions for use, and that such access and use does not disrupt FNC/SNI's network, network nodes or service provided using the network, nor directly or indirectly restrict, inhibit, or otherwise interfere with the ability of any other person to access or use FNC/SNI's Network.



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4.2 The customer shall ensure that it and all end users do not: (i) knowingly exceed the data transfer allowance or other capacity limitations for the service, as measured by FNC/SNI's Equipment or (ii) rearrange, disconnect, remove, or otherwise tamper with FNC/SNI's equipment or facilities without FNC/SNI's prior written consent.

4.3 without limiting the provisions of section 4.1 above.

(a) The customers shall comply with FNC/SNI's acceptable use policy attached here to as schedule "A" as it may be revised by FNC/SNI from time to time (the "acceptable use policy");

(b) if the customer is a Canadian reseller of telecommunication services, the customers shall abide by the confidentiality provisions approved in the CRTC's Confidentiality provisions of Canadian carriers. Telecom decision CRTS 2003-33 issued on May 30, 2003 and amended in telecom decision CRT2003-33-1 Dated July 11, 2003.

4.4 If any customer's or any of the end users' use of the service or FNC/SNI's network, equipment or facilities does not comply fully with the provisions of sections 4.1, 4.2, 4.3(a),(b) or (c) of this CSA, or if FNC/SNI receives notice from anyone of such non-compliance, then FNC/SNI may, in addition to all other rights and remedies under this CSA and in law, suspend the provision of any or all of the service upon two (2) days prior notice, or require the customers to remove any content from the services. Suspension of the service in such circumstances shall not constitute a default on the part of FNC/SNI nor termination of this CSA. The customer shall remain liable to FNC/SNI for services fees during the time the services are suspended.

Section 5.0: Fees and Additional Expenses

5.1 The customers shall pay FNC/SNI the installation Fees and the preliminary work fee specified in the FNC/SNI quote form (as may be amended pursuant to section 5.6 below)

5.2 The customer shall pay FNC/SNI the service fee during the initial service terms and the renewal service term, as the case may be. FNC/SNI shall invoice the customer one month in advance for the service specified in the approved application. The service fee shall be pro-rated for any month when the service is provided for only part of that month.

5.3 The customer shall pay FNC/SNI reasonably incurred costs and expenses if FNC/SNI incurs any costs or expenses in the provision of the service or the performance of any work contemplated in this CSA as a result of any errors, omissions, defects or other problems with information, materials and/or instructions provided to it by customers of if the customers makes changes to any information, materials and/or instructions previously provided to FNC/SNI by the customers.

5.5 In addition to the installation fees, preliminary work fees and service fees, the customer shall pay all taxes, rates, assessments or fees of every nature and kind that FNC/SNI may be required to collect or pay associated with the service other than taxes or assessments imposed upon the income of FNC/SNI.

5.6 FNC/SNI may charge the service fee applicable to the renewal service term upon providing sixty (60) days prior written notice.

5.7 Invoices and Interest Invoiced amounts are due 30 days after invoice issuance. All overdue amounts shall bear interest at 1.5% per month compounded monthly (19.56 percent per year) for the time remain unpaid.

Section 6.0: Ownership

Ownership and title to FNC/SNI equipment and to all FNC/SNI intellectual property (including, without limitation, IP Addresses) licensed to customers by FNC/SNI shall at all times remain vested with FNC/SNI.

Section 7.0: Services and System Maintenance

FNC/SNI hereby agrees to use reasonable effects to ensure that the service provided will substantially conform with the description of the description of the service and the SLA. FNC/SNI may interrupt the service to perform routine system maintenance, in which case FNC/SNI will use commercially reasonable effects to give the customers four (4) business days prior notice and will schedule such maintenance during non-peak hours (midnight to 6:00am local time). In no event shall interruption for system maintenance constitute a failure of performance by FNC/SNI.

Section 8.0: Force Majeure

8.1 FNC/SNI shall not be considered to be in default in the performance of its obligations under this CSA due to any cause beyond its reasonable control, which shall be deemed to include, without limitation: fire, flood, strike or other labour difficulty, act of god, act of any governmental authority or the customer, embargo, fuel or energy shortage, the failure of any telecommunication system of the third party provider upon which FNC/SNI is reliant to provide the service to the customers, damage to FNC/SNI equipment caused by any person for whom FNC/SNI is not legally responsible, unavailability of materials or equipment, delays in transportation or inability to obtain or retain any property rights required from third parties necessary to be able to provide or receive the service (collectively and separately, "Force Majeure")

8.2 FNC/SNI when affected by a force majeure shall endeavor to remove to obstacles, which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Should FNC/SNI not be able to perform its obligations hereunder due to force majeure for a period greater than sixty (60) days, then the customer may terminate this agreement.

Section 9.0: Outage Credits (where applicable)

The customer shall immediately notify FNC/SNI of any problem or end of use complaints associated with the service. The customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period when the service is "unavailable" (hereafter known as an "outage"). Where applicable and depending on the type of service purchased by customer, in the event of an outage, the customer shall be entitled to a credit (the "outage credit") as set forth in the applicable service level agreement. The outage credit shall be the sole and exclusive remedy of the customer in the event of any outage but shall not exceed the total payments paid by the customer to FNC/SNI under this CSA. Under no circumstance shall an outage be deemed a default under this CSA.

Section 10.0: Termination

10.1 FNC/SNI may, in its sole discretion, suspend the service or terminate this CSA: (a) in the event the customer defaults in a material obligation under this CSA, including but not limited to the payments of service fees or any other amounts payable of service fees or any other amounts payable under the CSA, and such default continues for a period of fifteen (15) days after written notice to FNC/SNI, the customer may, upon written notice to FNC/SNI terminate the service where the default occurred; and weather or not it has elected to terminate the service, take action to recover from FNC/SNI, subject to section 11.0, any and all damages, costs and expenses which the customer shall have suffered or incurred by reason of FNC/SNI's default.

10.3 Where this CSA is terminated by customer prior to the end of the initial service term (or renewal service term, as the case may be) or by FNC/SNI for cause as described in sections 10.1 above, Customer agrees to pay FNC/SNI immediately, in a single payment as liquidated damages and not as a penalty, the service fees for the remainder of the initial service terms (or renewal service terms, as the case may be) of this CSA. Termination of this agreement will not relieve the customer of any liability, including amounts owing to FNC/SNI, accrued under this CSA prior to or at the time such termination becomes effective.

10.4 Upon termination of this CSA, the customer shall allow FNC/SNI to remove its equipment and other

facilities from the customers site(s). The customer shall also release all IP Addresses provided to customer by FNC/SNI back to FNC/SNI. These obligations shall survive the termination of this CSA.

Section 11.0: Limitation of Liability

11.1.(a) The Customer agrees that, with the exception of the credit payable pursuant to section 9.0 and liability for damages actually proven as directly attributable to FNC/SNI negligence arising from death, bodily injury, or damage to tangible property, FNC/SNI shall not be responsible or liable to the customer, to anyone claiming through the customer or to any third party for any loss, cost (including lawyers and court costs,) damage, injury, liability, claim, penalty, fine, interest or any cause of action whatsoever resulting howsoever from or in connection with this agreement, the provision of the services or any interruption of the services, howsoever caused or resulting from the negligence of FNC/SNI or its directors, officers, managers, employees, agents, subcontractors or representatives.

(b) For Greater certainty and without limiting the provisions of paragraph 11.1 (A), in no event shall FNC/SNI be liable for any indirect, special, incidental, or consequential damages in connection with arising out of the performance or non-performance of the agreement howsoever caused including, without limitation. Any business or economic loss whatsoever even if FNC/SNI has been advised of the possibility thereof.

(c) FNC/SNI liability for damages proven as directly attributable to FNC/SNI negligence arising from death, bodily injury, or damage to tangible property shall be limited to two (2) million dollars.

(d) FNC/SNI does not give any representations or warranties of the merchantability of the services, or of their fitness for a particular purpose.

Section 12.0: Customer Indemnity

The customer agrees to indemnify and hold FNC/SNI and its director, officers, managers, employees, agents, subcontractors and representatives harmless from the against any loss, cost (including lawyers and court costs), damages, injury, liability, claim, penalty, fine, interest or any cause of action whatsoever resulting howsoever from the breach by the customers of the agreement, from any act or omission whatsoever by the customers, its officers, managers, employees, agents, subcontractors and representatives, and from any claims by the customers or the end users.

Section 13.0: Confidential Information's and Intellectual Property

13.1 Each party agrees that the provision of this CSA shall remain strictly confidential and may not be disclosed to any third party without the express written consent of both parties, which consent may be withheld by either party in their sole discretion.

13.2 No patent, copyright, trademark, or trade secret protected rights, or technology or other proprietary right is licensed, granted, or otherwise transferred by this CSA, Except for the right to benefit from the use of such technology or information in the course of the provision of the service. Neither party may under any circumstances, refer to the other party's use or provision of service in promotional, advertising, or other materials without prior written consent

13.3 In the event of a breach or threatened breach of subsection 13.1 or 13.2, either party shall be entitled to an injunction or restraining order, in addition to such other rights or remedies as may be available under this CSA, at law or in equity, including but not limited to money damages.

13.4 Both parties acknowledge that to the extent that They collect, use, or disclose personal information, meaning information about an identifiable individual that is recorded in any form, it is obliged to comply with the Personal Information protection and electronic documents act.

Section 14.0: Notice

Any written notice required by this CSA shall be deemed properly given only if either mailed or delivered to, the customers services manager, FNC/SNI 1579 4th Line, Ohswéken Ontario NOA 1M0.



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Number 519-445-2981 on behalf of FNC/SNI, or to the person specified in part C of the CSA order form on behalf of the customer. Notice will be effective upon receipt. The Designation of the person to be notified or the address of such person may be changed at any time by either party by written notice.

Section 15.0: Deposits

15.1 The customer shall pay a deposit before FNC/SNI provides or continues to provide the service where: (i) the customer has no credit history with FNC/SNI or cannot provide credit information satisfactory to FNC/SNI, as determined by FNC/SNI in its sole discretions.

(ii) the customer has an unsatisfactory credit rating with a third party or with FNC/SNI, as determined by FNC/SNI in its sole discretion; or (iii) the customer presents an abnormal risk of loss to FNC/SNI (including without limitation, incurring a significant amount of billable charges for which the customer has not been credit approved), as determined by FNC/SNI in its sole discretion.

15.2 FNC/SNI will review the continued appropriateness of deposits on a regular basis, including without limitation decreasing or increasing such deposits as deemed appropriate or increasing such deposits as deemed appropriate by FNC/SNI in its sole discretion. Deposits will earn interest in accordance with the monthly savings account rate of the Canadian imperial bank of commerce. Interest will be calculated and credited annually on the anniversary of the activation date. Upon application of any part of the security deposit, the customer shall within five days of receiving written notice from FNC/SNI, replenish the part of the security deposit so applied. Any application of all or a part of the security deposit to any overdue amount does not constitute a waiver of FNC/SNI's rights to terminate the service under subsection 10.1.

Section 16.0: Dispute Resolution

In the event of any dispute, controversy, claim, or alleged breach respecting this CAS (each a "Dispute"), the dispute shall be referred to FNC/SNI's customers service manager and his or her counterpart at the customers. Should the dispute not be resolved within 15 days to referral, the dispute will be escalated to the office of the presidents of FNC/SNI and the customer. If the dispute is not resolved within 30 days of the escalation, either party may exercise its rights available at law.

Section 17.0: Entire Agreement

The CSA is the entire agreement between the parties with respect to the purchase and use of any service offered by FNC/SNI, and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between FNC/SNI and the customer. Notwithstanding any contrary language in the customer's purchase order, correspondence or other forms of acknowledgement, the customer shall be bound by this CSA, when it sends a purchase order or otherwise indicates acceptance of this CSA, or when it first uses the services or any of it. Any additional or any difference terms proposed by the customer are rejected unless expressly agreed to in writing by FNC/SNI.

Section 18.0: Insurance

18.1 Policies: each party shall obtain and maintain during the term of each of the agreement and with financially responsible insurance carriers, general commercial liability insurance with limits of not less than 5,000,000 per claim and in the aggregate. Each party shall ensure that the above referenced policy of insurance:

(i) includes the other as an additional insured for their vicarious liability.

(ii) contains a severability of interest clause and cross-liability clause between both parties:

(iii) be primary, non-contributing with, and not in excess to any other insurance available to the other with respect to the others vicarious liability; and

(iv) Provide that it shall not be (a) cancelled or terminated; or (b) materially changed to reduce or restrict coverage, except upon thirty (30) days' prior written notice to the other party.

18.2 Evidence of insurance: Upon either party's request, the other party shall submit to the requesting party certificates of insurance in respect of the policy obtained by the former as required herein.

18.3 No Effect on Indemnity: Each Program agrees that insurance described herein does not in any way limit its liability pursuant to section 12.0 (Customer Indemnity) above or otherwise.

Section 19.0: Warranties

FNC/SNI warrants that FNC/SNI has or will obtain all necessary licenses and/or authorizations to provide the service herein. The customer warrants that the customer has or will obtain all necessary licenses and/or authorizations to acquire the service and to perform its obligations hereunder.

Section 20.0 General Terms

This CSA shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the province of Ontario and the laws of Canada applicable therein. No delay or failure on the part of either party in the exercise of any right or remedy arising from a breach of this CSA shall operate as a waiver of any subsequent right or remedy arising from a subsequent breach of those CSA. No amendment or modification hereto nor any statement, representation or warranty not contained in this CSA shall be binding on FNC/SNI unless made in writing by an authorized representative of FNC/SNI. This CSA is made exclusively for the benefit of the parties and not any third party. The covenants and agreements of the customer contained in this CSA with respect to payment of amounts due and indemnification shall survive any termination of this CSA. FNC/SNI may assign this CSA, or any part thereof, without the customer's consent. The customer may not assign this CSA without FNC/SNI's prior written consent, which consent shall not be unreasonably withheld.

Schedule "A": Acceptable policy

The customer shall not and shall ensure that the end users shall not:

- (i) Invade another persons privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material: post, transmit, distribute or disseminate content which is unlawful, threatening, harassing, abusive, libelous, slanderous, defamatory, or other wise offensive or objectionable: unlawfully promote or incite hatred; or post, transit or disseminate objectionable information, including without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order or regulation;
- (ii) Access any computer system, software, data, or any confidential, copyright protected, or patent protected material of any other person, with the knowledge and consent of such person, make unauthorized attempts to gain access to any account or computer resource not belonging to the customers (i.e., engage in spoofing), or otherwise gain unauthorized access to alter, or destroy any information of another person by any means or devices.
- (iii) Upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other

materials is protected by copy right, or other proprietary right or related derivative works, with out obtaining permission of the copy right owner or rights holder, or otherwise complying with applicable laws: Directly or indirectly restrict, inhibit or otherwise interfere with computer networking or telecommunications systems and or services to or from any interest user, host, server or network, including without limitation by posting or transmitting any information or software which contains a virus, lock, key, bomb. Worm, trojan horse or other harmful or debilitating feature: or Send unsolicited email that causes complains from the recipients of such unsolicited emails (i.e. engage in spamming), nor send large quantities of unwanted or unsolicited e-mail to individual e-mail accounts (i.e. engage in mail-bombing)>

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