



Terms of Service

SERVICES

1.1 Services. Stoney Nakoda Telecom Inc. shall provide Customer with the Services.

1.2 Third Party Providers. Stoney Nakoda Telecom Inc. may utilize a third party to provide all or a portion of the Services to Customer.

1.3 Customer Obligations. Customer shall use the Services in a manner consistent with (a) all applicable laws and regulations and (b) with Stoney Nakoda Telecom Inc.'s Internet Use Policy, available at <https://nakoda-telecom.com>. Customer shall, at all times, ensure that Customer's employees, customers and other end users comply with this Agreement when using the Services.

1.4 Customer Acknowledgement. Customer expressly agrees that use of the Services is at Customer's sole risk. Customer agrees that the Stoney Nakoda Telecom Inc. has made no representations or warranties with respect to the Services or any information or software therein.

2 SERVICE GUARANTEE

2.1 Service Guarantee. Stoney Nakoda Telecom Inc. shall provide Customer with the Service Guarantee. Except as set forth in this Agreement, Stoney Nakoda Telecom Inc. shall manage and maintain the system as part of the Service Guarantee.

2.2 Service Outage. Customer's sole and exclusive remedy for a Service Outage is set forth in Schedule B. Customer shall immediately report any Service Outages to the Network Operations Centre (NOC) (403-881-8640) or support@stoneynakodatelecom.com, at which time, Customer will receive a trouble ticket number (the "**Outage Notification**"). The Service Outage will be deemed to have commenced from the moment Stoney Nakoda Telecom Inc. assigns a trouble ticket number after receipt of the Outage Notification from Customer. For Customer to receive a service credit, Customer must submit a written request including the trouble ticket number via email to support@stoneynakodatelecom.com no later than 7 Business Days after such Service Outage occurred (the "**Outage Request**"). If Customer does not submit the Outage Request in accordance with this Section 2.2 Customer will forfeit the right to any credit.

2.3 Exclusions. The Service Guarantee does not apply to any Service Outage caused by or contributed to any or all of the following:

a) fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in North America or in other countries outside of North America that manufacture hardware and software used in the provision of the Services; strikes, supply disruptions, lockouts or other labour disruptions and other similar circumstances which are beyond the control of the Stoney Nakoda Telecom Inc.;

b) failure of the on-site building infrastructure required to maintain the Services such as cabling support structures, entrance facilities, electrical power, appropriate temperature and humidity levels;

c) improper use of the Services; and



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d) any Service Outage caused by an act or omission of the Customer.

3 TERM, RENEWAL AND TERMINATION

3.1 Agreement Term. This Agreement shall be effective from Effective Date and shall terminate once notice of termination has been provided by one party to the other pursuant to this Section 4 (the “**Agreement Term**”). If either party terminates this Agreement in accordance with this Section 4, Stoney Nakoda Telecom Inc. shall terminate the Services and Customer shall immediately pay any outstanding Payments.

3.2 Initial Service Term. The term for the Services shall be set forth in Schedule C of this Agreement, commencing on the last date of installation of Services for all specified locations; provided, however, that Customer remains obligated to make payments related to locations where installation is complete and Services are being provided (the “**Initial Service Term**”).

3.3 Renewal Term. Following the Initial Service Term, the Services shall be automatically renewed for an additional 1 month unless either party sends a written notice of termination thirty days prior to the end of the current term (the “**Renewal Term**” together with the Initial Service Term, the “**Service Term**”).

3.6 Termination by Stoney Nakoda Telecom Inc. The Stoney Nakoda Telecom Inc. has the right to terminate this Agreement in the following event:

a) with five days’ notice in writing of such termination if the Customer is in breach of any of its obligations in this Agreement, including violation of the Customer’s obligations with respect to the Services in Section 1, violation of the Customer’s obligations with respect to the Equipment in Section 4, failure of Customer to make Payments in accordance with Section 5;

4 EQUIPMENT

4.1 Equipment. As part of the Services, Stoney Nakoda Telecom Inc. may furnish radios, routers and other equipment (collectively, the “**Equipment**”) for rent to the Customer during the Agreement Term. At all times the Equipment remains the property of the Stoney Nakoda Telecom Inc. Stoney Nakoda Telecom Inc. will maintain the Equipment; provided, however, that if certain Equipment requires repair or replacement due to an act or omission by the Customer, or events within the control or responsibility of Customer, then Stoney Nakoda Telecom Inc., in its sole discretion, acting reasonably and in good faith, may require Customer to reimburse Stoney Nakoda Telecom Inc. for the costs of any repair or replacement of the Equipment and related labour costs.

4.3 Customer Obligations. Customer shall not alter, remove, move or otherwise tamper with or damage the Equipment. Customer hereby permits the Stoney Nakoda Telecom Inc. and its employees



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and representatives with authorization to access, alter, remove and move the Equipment. If Customer is aware, or has any reason to suspect, that the Equipment has been damaged or tampered with, Customer shall immediately inform Stoney Nakoda Telecom Inc.

5 PAYMENTS

5.1 Payments. The Customer shall pay to the Stoney Nakoda Telecom Inc. the amounts set out in Schedule C of this Agreement (the “**Payments**”). This Agreement and the pricing for the Services set out herein are subject to satisfactory site surveys by the Stoney Nakoda Telecom Inc.

5.2 Invoices. Customer shall pay all invoices net thirty days from the date of invoice, without deduction or set off including all applicable sales and use taxes identified on the invoice. In the event of payment:

a) 60 days or more after the due date, Stoney Nakoda Telecom Inc. shall suspend Services until Customers pays all amounts owing under the invoice, or as mutually agreed by the parties.

6 INDEMNITY

6.1 Indemnity. Customer shall indemnify and defend Stoney Nakoda Telecom Inc. against any and all liability, claims or demands relating to the Customer’s use of the Services, including any failure by Customer to comply with its responsibilities and acknowledgements in this Agreement.

6.2 Customer Responsibility for Children. Stoney Nakoda Telecom Inc. will not monitor nor control the information accessed by individual users. If Customer allows children to access or utilize the Services, Customer shall assume all responsibility for monitoring any children it allows to use the Services and shall indemnify the Stoney Nakoda Telecom Inc. accordingly as provided in this Section 7.

7 LIMITATION OF LIABILITY

7.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STONEY NAKODA TELECOM INC. MAKES NO REPRESENTATIONS OR WARRANTIES, CONDITIONS OR GUARANTEES, EXPRESS OR IMPLIED (WHETHER ARISING UNDER COMMON LAW, STATUTE, COURSE OF DEALING OR TRADE, OR OTHERWISE) RELATING TO THE SERVICES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. NO WRITTEN OR ORAL INFORMATION OR ADVICE GIVEN BY THE STONEY NAKODA TELECOM INC. OR ITS EMPLOYEES OR REPRESENTATIVES WILL CREATE ANY REPRESENTATION, WARRANTY OR CONDITION.



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7.2 NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, IN NO EVENT WILL STONEY NAKODA TELECOM INC.'S AGGREGATE LIABILITY TO CUSTOMER EXCEED THE AMOUNT PAID BY CUSTOMER TO STONEY NAKODA TELECOM INC. FOR THE ONE MONTH OF SERVICES PRECEDING THE NOTIFICATION OF ANY CLAIM BY CUSTOMER.

7.3 Without limiting the generality of the preceding statements, Stoney Nakoda Telecom Inc. shall not be liable for any loss, injury, claim, liability or damage of any kind including indirect, incidental, loss of profit, compensatory or punitive damages resulting in any way from:

- a) errors in or omissions from the Services or any materials included therein;
- b) the unavailability or interruption of the Services or any features thereof or any materials included therein from Customer;
- c) Customer's use of their equipment in connection with the Services; and
- d) the content of materials retrieved from or sent to any other party through use of the Services.

7.4 Customer acknowledges that if third parties provide information, software, communication links and other content that may be accessed through the Services, then the provisions of Section 7.3 apply to such third-party content.



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SCHEDULE A

SERVICES AND LOCATION

Services to be provided:

One (1) system to each of the specified locations identified below:

The contracted service plan

The systems are to be located in the following specified locations:

Customer address



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SCHEDULE B

SERVICE GUARANTEE

The Services will be performed in a manner consistent with the following service deliverables (the “**Service Deliverables**”) measurements and the corresponding remedies are set forth below:

Bandwidth

Measure

Bandwidth is defined as the rate of data transfer measured in megabits per second (“**Mbps**”). Services will be measured between the Customer facility and the Stoney Nakoda Telecom Inc.’s core.

If the Services Package do not meet 90% or exceed the Service Deliverable specified below, this will be considered a degradation of service.

Cottage Club 30 Mbps Up/Down
Eastern Slopes 50 Mbps Up/Down
Bears paw 100 Mbps Up/Down
Mountain 1000 Mbps Up/Down

Remedy

- Customer account will be credited a pro-rated amount of its monthly recurring charge (“**MRC**”) for the hours in the month in which the degradation occurred per the Customer Outage Credit Schedule below. Credits apply to only that portion of the Customer’s bill that relates to the affected Services at the affected location.
- In no month shall Customer be credited more than the MRC for the affected Services at the affected location (inclusive of any other credits)
- If Customer refuses to let the Stoney Nakoda Telecom Inc. take the circuit down for testing purposes, the Services will be deemed available and as such not eligible for a credit.



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Availability

Measure

Network availability is defined as the minutes of uptime over the calendar month during which the Services are available to transport packets.

Outage shall be defined as an interruption to Availability by fault of the Stoney Nakoda Telecom Inc. If the Services do not meet or exceed the Service Deliverables specified below, this will be considered an outage.

99.9%

Remedy

- Customer account will be credited with the percentage of their MRC for the month in which the outage occurred in accordance with the Customer Outage Credit Schedule below. Credits apply to only that portion of the Customer's bill that relates to the affected Services at the affected location.
- In no month shall Customer be credited more than the MRC for the affected Services at the affected location (inclusive of any other credits)
- If Customer refuses to let the Stoney Nakoda Telecom Inc. take the circuit down for testing purposes, the Services will be deemed available and as such not eligible for a credit.



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Latency

Measure

Latency shall be defined as the mean roundtrip time delay between any two of the Stoney Nakoda Telecom Inc.'s core. Latency applies to the Services as specified below.

50ms

Remedy

- If average latency exceeds the Latency measure specified to the left, circuits will be considered unavailable. Customer's account will be credited a pro-rated amount of its MRC for the hours in the month in which the degradation occurred per the Customer Outage Credit Schedule below.
- In no month shall Customer be credited more than the MRC for the affected Services at the affected location (inclusive of any other credits).
- If Customer refuses to let the Stoney Nakoda Telecom Inc. take the circuit down for testing purposes, the Services will be deemed available and as such not eligible for a credit.



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Latency Testing Procedures

Baseline latency will be established via testing during Customer network turn-up and acceptance. Results will be shared with Customers at their request. If, at any time, the Customer feels that latency is exceeding this baseline, latency testing can be requested. As latency testing is intrusive, the Customer circuit(s) in question will need to be made unavailable to facilitate the testing. When a Customer requests latency testing, credits will be applied to the Customer's account if testing shows latency is more than the measure identified above. If after testing the Stoney Nakoda Telecom Inc. finds latency figures are substantially consistent with the measure above, no credits will apply and the Customer may be subject to testing charges.

Customer Outage Credit Schedule Service Outage during Calendar Month	Service Availability during Calendar Month	Credit Amount of Monthly Recurring Charges (MRC) for Unprotected Services
0 – 0.75 hours	100% < Availability> 99.9%	\$0 credit
0.75 – 3.5 hours	99.9% < Availability> 99.5%	5% of MRC for affected Services
3.5 – 9.5 hours	99.5% < Availability> 98.7%	10% of MRC for affected Services
9.5 – 14.5 hours	98.7% < Availability> 98%	20% of MRC for affected Services
14.5 – 17 hours	98% < Availability> 97.7%	30% of MRC for affected Services
17 – 24 hours	97.7% < Availability> 96.7%	50% of MRC for affected Services
24+ hours	Availability < 96.7%	100% of MRC for affected Services



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SCHEDULE C

TERM AND PRICING

Service Term is 1 month

Pricing:

Monthly cost depends on service package

Cottage Club \$90.00 per month

Eastern Slopes \$100.00 per month

Bearspaw \$110.00 per month

Mountain \$200.00 per month