

Customer Agreement Terms and Conditions

1. Services and Equipment to be Furnished. HURON TELECOMMUNICATIONS CO-OPERATIVE LIMITED and its contractors, agents, distributors and dealers (collectively, "HURONTEL") agrees to provide the services ("Services") and/or to install the equipment ("Equipment") only as described in this Agreement at the Customer's installation location stated on the reverse.

HURONTEL will provide to Customer the Services as described and agreed to in this Agreement including Monitoring Receiving and Notification Services provided by SecurTek ("Monitoring Service") subject to the terms of this Agreement. SecurTek will monitor signals activated by the Equipment. Upon receipt of a signal indicating activation of the Equipment, SecurTek may, in its sole judgement, make reasonable efforts to verify the signal, and telephone and/or notify the emergency agency or contact provided to HURONTEL of the activation of the Equipment. SecurTek will only make such commercially reasonable efforts to notify those emergency agencies or contacts as are specified in writing by the Customer.

Where the Agreement is provided as Purchase Sale, HURONTEL shall provide and install the incidental equipment ("Incidental Equipment") listed on the reverse side, and ownership of the Incidental Equipment shall at all times remain with HURONTEL until fulfillment of agreement term. The Incidental Equipment installed at the Customer's location may have been previously used or may be reconditioned. HURONTEL may remove or, with or without notice to the customer, disable and/or abandon in whole or in part, the Incidental Equipment upon termination of this Agreement, or any portion without obligation to repair or redecorate any portion of Customer's location. The modification, removal, disablement or abandonment of the Incidental Equipment shall not constitute a waiver of HURONTEL's right to collect any charges accrued hereunder. Upon payment in full for installation of the Incidental Equipment, installation charges shall cease, however, any and all Service charges, when applicable, shall continue. HURONTEL's Incidental Equipment may not be monitored or serviced by any source or provider other than HURONTEL.

2. Payment. Customer agrees that all charges are payable in advance and that the Customer agrees to pay, in advance, the Service fee (plus applicable tax) and any other fees including but not limited to those necessary in the sole opinion of HURONTEL to assure the proper operation of the Equipment within ten (10) days of the date of invoice. The right of Customer to pay the Services charge pursuant to the payment options shall be extinguished in the event Customer has not paid the Services charge in accordance with this Agreement, all payments for the initial or renewal term shall become immediately due and payable. A late charge as determined by HURONTEL and allowed by law may be applied to any payment not received on time within the payment period or billing cycle indicated on HURONTEL's billing statement. This authorization will remain in effect until HURONTEL has received written notification from Customer that it is to be terminated as provided herein. BY SIGNING THIS AGREEMENT, CUSTOMER AUTHORIZES, UNDERSTANDS AND AGREES THAT HURONTEL MAY REVIEW CUSTOMER'S CREDIT HISTORY PRIOR TO ENTERING INTO THIS AGREEMENT OR AT ANY OTHER TIME DURING THE TERM OF THIS AGREEMENT FOR PURPOSES OF DETERMINING ELIGIBILITY FOR EXTENSION OF CREDIT OR COLLECTING A DEBT OWNED HEREUNDER.

3. Term. INITIAL TERM OF THIS AGREEMENT SHALL BE FOR AN IRREVOCABLE TERM STARTING ON THE DATE INDICATED ON FRONT OF THIS AGREEMENT. This agreement will automatically continue for successive one-year renewal terms unless Customer or HURONTEL give written notice of cancellation at least sixty (60) days before the applicable term ends. The term of this agreement will be for a period equal to 36 months of consecutive payments or as indicated on the front of the Customer Service Agreement provided, however, if no indication is marked off by way of preference both parties agree the term shall be for a period equal to 36 months of consecutive payments.

4. Limitation of Liability; Liquidated Damages; Disclaimer of Warranty. Customer acknowledges that the full range of available Services, Equipment incidental thereto, any and all equipment sold to and installed for the Customer, warranties and services, when applicable, have been explained by HURONTEL. Customer further understands that HURONTEL offers several levels of protection services and equipment and that the services and incidental equipment described in this Agreement have been chosen by the Customer after considering and balancing the level of features afforded by the various services and their related costs; and that the Customer desires and has contracted for only the services and equipment as provided in this Agreement.

It is understood and agreed by Customer and HURONTEL that HURONTEL is providing the Monitoring Service designed to provide signals and not to reduce loss or insure person or property; that the payments provided herein by Customer are based solely on the value of the services as described herein and are unrelated to the value of any property located at the installation location; that HURONTEL is not liable or responsible for any losses or injuries which may occur in cases of malfunction or nonfunction of the equipment incidental to the services or of the monitoring, repairing, signaling, handling or dispatching of the services even if due to HURONTEL's acts or omissions; that HURONTEL is not an insurer and that insurance covering personal injury and/or loss or property damage on Customer's premises shall be obtained and maintained by Customer.

IN NO EVENT SHALL HURONTEL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED. THESE LIMITATIONS WILL APPLY FOR ANY CLAIMS, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT INCLUDING NEGLIGENCE AND STRICT LIABILITY EVEN IF HURONTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CUSTOMER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HURONTEL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITY RELATING TO THE DESIGN, INSTALLATION OR OPERATION OF THE EQUIPMENT, THE PERFORMANCE OF THE MONITORING SERVICES, OTHER SERVICES IF APPLICABLE, ANY RISKS, LOSSES, DAMAGES, INJURIES, DEATH OR OTHER EFFECTS OF ANY HAZARD OR EVENT THAT THE EQUIPMENT IS INTENDED TO DETECT, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COST OR ATTORNY'S FEES, WHETHER SUCH CLAIMS OR LIABILITIES BE BASED UPON NEGLIGENCE, WARRANTY, OR STRICT PRODUCTS LIABILITY ON THE PART OF HURONTEL, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS, CONTRACTORS OR DEALERS.

IF NOTWITHSTANDING THE PROVISIONS OF THIS AGREEMENT THERE SHOULD ARISE ANY LIABILITY OF HURONTEL, IRRESPECTIVE OF CAUSE OR AMOUNT, PROXIMATELY RESULTING FROM HURONTEL'S NEGLIGENCE OR FAILURE TO PERFORM, ALL PARTIES HERETO AND THERETO AND THEIR AGENTS, REPRESENTATIVES AND EXECUTORS AGREE THAT HURONTEL'S LIABILITY TO CUSTOMER AND ALL OTHER PERSONS SHALL BE LIMITED TO AN AMOUNT EQUAL TO 10% OF THE ANNUAL MONITORING FEE OR \$250, WHICHEVER IS LESS. CUSTOMER FURTHER AGREES THAT THE AMOUNTS STATED HEREIN SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND HURONTEL'S SOLE AND EXCLUSIVE LIABILITY AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.

HURONTEL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT, SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, BYPASSED, INTERRUPTED OR DAMAGED, THAT THE EQUIPMENT OR SERVICE WILL IN ANY CASE PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED OR THAT THE SERVICES OR EQUIPMENT INCIDENTAL THERETO, PROVIDED HEREUNDER WILL PREVENT ANY LOSS OF PROPERTY OR PERSONAL INJURY BY BURGLARY, HOLD-UP, FIRE, MEDICAL PROBLEM OR OTHERWISE.

5. Charges. HURONTEL hereby reserves the right to pass through to Customer any increased cost in the Monthly Service fee during the term of this Agreement by providing to Customer at least sixty (60) days prior written notice of such price increase. HURONTEL will notify Customer of any change in the Monthly Service's fee for a renewal term at least sixty (60) days before the initial or last renewal term ends. Customer's failure to provide notice according to this Agreement that the Customer desires not to renew this Agreement shall mean that Customer has agreed to renew this Agreement for the renewal period and has also agreed to pay the adjusted Monthly Services fee with the first month of the renewal period.

In addition, the Customer agrees that all charges or fines in terms of false alarms or costs or fees associated with any type of attendance at the site by any public authority is solely the responsibility of the Customer and in the event that HURONTEL pursuant to applicable law may be required to pay any such fine and seek reimbursement for the payment then the Customer hereby acknowledges that HURONTEL has the right to do so.

Customer agrees to pay all sales, use, excise, property, service, registration and all other fees and taxes in connection with the Equipment, Monitoring Service, warranty and all other service, if applicable. Customer further agrees to pay all charges made by any telephone or other communication company or other utility for installation, leasing and/or service with the telephone network connecting Customer's location to the monitoring facility, any increased electricity charges, and any building permit fees (or other fees) required by any applicable ordinance or law in order to install the Equipment, provide Monitoring Services or provide any other service as provided herein, if applicable.

6. Customer's Duties/Authorization to Install. The Customer shall cooperate with HURONTEL in the installation, operation and service, if applicable, of the Equipment and shall follow all instructions and procedures for the operation of the Equipment and the rendering of the Services, if applicable.

Customer authorizes HURONTEL to install the Equipment purchased by the Customer or the Incidental Equipment for the Monitoring Service and to make any preparations for installation including but not limited to, drilling holes, making attachments and using Customer's electrical outlets. Customer will provide single party phone lines, adequate space, light and power for installation, operation and activation of the Equipment. At the appointed installation time, Customer will have a designated, responsible Person present who is authorized to grant HURONTEL representatives access to the premises. HURONTEL may delay installation of the Equipment during any time if Customer's premise is rendered unsuitable for access for any reason, to be determined solely in the discretion of the HURONTEL representative. Customer will follow all of HURONTEL's instructions regarding maintenance and use of the services and Customer will not allow or permit alterations of the Equipment except in a manner approved in writing by HURONTEL. CUSTOMER IS RESPONSIBLE FOR COMPLYING WITH ANY APPLICABLE ORDINANCE OR LAWS REQUIRING ANY USER OF THE EQUIPMENT OR THE MONITORING SERVICE TO OBTAIN ALL LICENSES OR PERMITS AND TO REGISTER THE EQUIPMENT OR SERVICE AND TO PAY A FEE OR OTHER CHARGE TO ANY GOVERNMENT AGENCY ASSOCIATED WITH THE EQUIPMENT OR THE PROVIDING OF THE SERVICE.

7. Access to the Equipment. During this Agreement and all renewals hereof, Customer will keep the Incidental Equipment free and clear of all mortgages, pledges, liens and encumbrances, and Customer will not attempt to remove or sell or transfer any portion of the Incidental Equipment. Prior to ownership on "Purchase Sale" Type of Sale Customer will allow HURONTEL access to the Incidental Equipment at all reasonable times for the purpose of inspection, maintenance and any other purpose contemplated by this Agreement or where HURONTEL is required access to equipment in such cases where system is causing signal disruption at a HURONTEL monitoring station.

8. Customer Emergency Information. Customer shall furnish HURONTEL with contact and notification information as outlined on the front page of the Customer Service Agreement or as requested from time to time. Changes or additions to the information shall be made only in accordance with the instructions from HURONTEL.

HURONTEL has no obligation to telephone any emergency agency or person other than the person named in the most recent information in HURONTEL's possession. CUSTOMER UNDERSTANDS THAT HURONTEL IS RESPONSIBLE ONLY FOR ENDEAVORING TO NOTIFY BY TELEPHONE THE APPROPRIATE LISTED EMERGENCY AGENCY OR OTHER PERSON NAMED AT THE NUMBER PROVIDED. CUSTOMER IS RESPONSIBLE FOR NOTIFYING HURONTEL OF ANY CHANGE IN THE INFORMATION AND INSURING THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED. CUSTOMER UNDERSTANDS THAT HURONTEL WILL NOT SEND ANY HURONTEL PERSONNEL TO CUSTOMER'S LOCATION IN RESPONSE TO ANY ALARM OR NOTIFICATION SIGNAL. CUSTOMER ALSO UNDERSTANDS THAT HURONTEL DOES NOT REPRESENT OR PROMISE THAT ANYONE

TELEPHONED BY IT WILL RESPOND TO THE CALL, AND CUSTOMER RELEASES HURONTEL FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY FAILURE OR DELAY IN RESPONDING. CUSTOMER AUTHORIZES HURONTEL TO TEMPORARILY DISCONNECT THE SERVICE FOR NUISANCE OR SAFETY REASONS IF HURONTEL IS UNABLE TO NOTIFY CUSTOMER OR CUSTOMER'S EMERGENCY CONTACTS OR IF CUSTOMER OR CUSTOMER'S EMERGENCY CONTACTS REFUSE OR FAIL TO ARRIVE AT CUSTOMER'S LOCATION WITHIN A REASONABLE TIME.

Customer understands that HURONTEL uses local and long distance telephone lines and other means of communication to transmit alarm and notification signals from Customer's location to SecurTek's monitoring facility and to notify the appropriate emergency agency or other person in the event of an alarm or notification signal. CUSTOMER AGREES AND ACKNOWLEDGES THAT HURONTEL IS NOT RESPONSIBLE FOR LINES AND CALL CONNECT REQUIRED IN ORDER TO RECEIVE ALARM SIGNALS AND NOTIFY CALL LIST RESPONSE PERSONS AND AGENCIES; AND HURONTEL HAS NO CONTROL OVER DISRUPTIONS IN THESE TELEPHONE LINES OR OTHER MEANS OF COMMUNICATION.

Customer agrees that SecurTek may record any telephone calls that Customer makes to HURONTEL and SecurTek's customer service and/or monitoring facilities and any telephone calls that HURONTEL or SecurTek make from the customer service facility or monitoring facility to Customer's location or to Customer's contacts.

9. Warranty and Maintenance. Equipment provided or installed as part of the Purchase Sale (residential) as provided on the reverse side found in the sole opinion of HURONTEL to be defective in material or workmanship within ninety days following the acceptance by the Customer will be repaired or replaced free of charge by HURONTEL. All Incidental Equipment only as installed and provided by HURONTEL is warranted to Customer as suitable for originating signals and HURONTEL agrees under this limited warranty to provide labour and materials at no charge to the Customer for whom the Equipment was originally installed for the original agreement term. Warranty is not provided by HURONTEL to the Customer for "Monitoring Only" or "Competitive Conversion" Types of Sale. If the equipment surpasses dealer inspection, extended warranty can be purchased by the Customer.

THE COSTS OF REPAIR OR REPLACEMENT OF THE EQUIPMENT FOR ALL NON-WARRANTY SERVICE SHALL BE THE SOLE RESPONSIBILITY OF THE CUSTOMER AND THE CUSTOMER AGREES TO PAY ALL REASONABLE CHARGES FOR SUCH SERVICE. Customer will immediately notify HURONTEL of any defect or failure in the operation or functioning of the Equipment.

Customer may obtain service by contacting HURONTEL Customer Service as indicated on the front of the Agreement. HURONTEL will, as promptly as commercially reasonably practical during normal business hours, attend to the customer's needs to provide warranty and maintenance service, and to repair or replace the Equipment.

Where Extended Warranty (residential or business) is purchased by the Customer and agreed to by HURONTEL, such maintenance shall not cover: (i) any defect in or failure of the Equipment due to Customer's negligence, misuse or abuse of the Equipment; (ii) acts of God or third parties; (iii) equipment and service as is required by the change, renovation, or upgrade to the premises, or change to the use or occupancy of the premises; (iv) replacement of batteries; or (v) upgrade to new equipment as may be requested by the Customer.

HURONTEL'S SOLE OBLIGATION, AND CUSTOMER'S SOLE REMEDY UNDER HURONTEL'S WARRANTY, IS REPAIR OR REPLACEMENT OF THE EQUIPMENT ONLY AS PROVIDED ABOVE OR LIQUIDATED DAMAGES AS PROVIDED IN SECTION 4 OF THIS AGREEMENT.

10. Default and Termination. In addition to any other remedies provided by law, HURONTEL may terminate this Agreement (i) upon 10 days written notice to Customer if Customer defaults in his payment obligations under this Agreement, (ii) upon 60 days written notice for any reason, or immediately at HURONTEL's option if; (i) SecurTek's monitoring facility is destroyed or substantially destroyed or otherwise deemed inoperable and HURONTEL is unable to secure or retain the connections or privileges necessary for the transmission of the signals, (ii) HURONTEL loses access to its communication networks and channels, (iii) Customer fails to allow access to the Equipment for repair of the Equipment or to follow any instruction or recommendation of HURONTEL or (iv) an undue number of false alarms is received. If Customer defaults in his payment obligations or wishes to terminate agreement prior to term under this Agreement, then HURONTEL shall declare all remaining payments under the term of this Agreement immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Customer, and customer shall be responsible for such payments.

Prior to the expiration of this Agreement, Customer shall allow HURONTEL access to the Incidental Equipment at all reasonable times for the purpose of removal from the Customer's location upon default or termination of this Agreement. If Customer does not promptly permit the removal of the Incidental Equipment, such Customer will have been deemed to have purchased the Incidental Equipment at the prevailing published retail price of the individual system components in aggregate. Payment of this amount for the purchase of the Incidental Equipment will be due upon the Customer's refusal to surrender the Incidental Equipment after HURONTEL has exercised reasonable efforts to reclaim the Incidental Equipment. Customer expressly acknowledges that HURONTEL is entitled to a payment in full for the purchase of the Incidental Equipment after the Agreement is terminated and the Customer refuses to surrender the Incidental Equipment. The purchase of the Incidental Equipment does not discharge the Customer from any other obligation, including but not limited to payment for the Services, if applicable, provided hereunder.

To the extent not prohibited by law, HURONTEL shall be entitled to recover all reasonable collection costs (including collection fees, court costs and attorneys' fees) in any actions to enforce its rights under this Agreement.

11. Notice of General Legal Matters. All notices under this Agreement are to be in writing, signed, dated and are to be sent by Canadian mail, postage prepaid: to HURONTEL or Customer at the address shown on the front of this Agreement. All changes of address must be in writing. Notices are effective when sent.

The entire Agreement between customer and HURONTEL consists of this Agreement and all applicable Schedules and Forms including the following (i) Notification Information; (ii) Change Order; (iii) Trouble Report; and (iv) Discontinuance; which together supersede any and all other agreements, understandings or representations including but not limited to those provided in any advertising or marketing material received by Customer. All amendments to this Agreement must be in writing and signed by HURONTEL's Authorized Representative.

If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, that provision will be null and void to the extent determined by the court with the remainder of the Agreement continuing to be valid and enforceable.

HURONTEL reserves the right to assign this contract without notification to Customer. Customer may not assign Customer's rights or obligations under this Agreement without HURONTEL's prior written consent. The Customer authorizes and acknowledges HURONTEL and/or any of its affiliated companies (as defined in The Ontario Business Corporations Act) the use of the Customers "bill to" information.

The laws of the Province of Ontario govern the validity, enforceability and interpretation of this Agreement.

All of the provisions of this Agreement, including, but not limited to the payment provisions for the full term of this Agreement shall apply to, bind and contractually obligated the heirs, executors, administrators, representatives, successors and assigns of the Customer hereunder.

Except where prohibited by law, no suit, claim, or cause of action shall be brought against HURONTEL more than two (2) years after the accrual of the cause of action thereof.

The Customer hereby and for other parties claiming under Customer, releases and discharges HURONTEL from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have right of subrogation against HURONTEL.

12. Familiarization Period. If customer has agreed to a Familiarization Period, customer agrees that in the event of any signal during the period, the HURONTEL monitoring station will respond to alarms by calling the site only. The exceptions include: fire, medical, panic and hold up, which will be treated as an actual alarm.

13. English and French Clause. This agreement has been drawn up in English at the request of and with full concurrence of the customer.

14. Buyer's Right to Cancel

You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel.

If you did not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellations. For more information, you may contact your Provincial/Territorial Consumer Affairs Office.

If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods.

To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.

15. Invoking the Buyer's Right to Cancel. Where a Buyer has requested that the contracted service be provided within the 10 days from the date the contract was entered into, the supplier is entitled to reasonable compensation for the services performed by the supplier should the Buyer invoke their right to cancel.

16. There are no verbal understandings, changing, or modifying any of the terms of this agreement.

17. Privacy- HuronTel will keep all personal information it receives from the Customer as confidential. The customer acknowledges that HuronTel needs to collect such personal information in order to provide the services hereunder.