

Montreal DSL - High Speed Services

Customer Service Agreement Customer Obligations

The Customer shall:

- for any Customer or third party provided equipment or software, arrange for the supply, installation and maintenance of such equipment, if applicable, and ensure that such equipment or software is installed and maintained according to the manufacturer's specifications and the specifications, if any;

- understand that service available where technology permits.

Rates do not include installation by a technician and costs to correct internal wiring problems at customers' premises.

- ensure at all times that the Montreal DSL Provided Equipment and Customer or third party provided equipment is stored in a manner and in an environment which conform to the relevant equipment manufacturer's specifications;

- be responsible for the loss of and risk or damage to the Montreal DSL Provided Equipment except where caused by the negligence or willful misconduct of Montreal DSL;

- provide all necessary infrastructure, including without limitation, power outlets, grounding and anti static environments required for the safe and efficient operation and maintenance of the Montreal DSL Provided Equipment and the Customer or third party provided equipment in accordance with Canadian Standards Association or other specifications or regulations as applicable; and

- permit Montreal DSL or its Third Party Providers prompt and safe access to its premises for the purpose of performing its obligations under the service(s) provided or disconnecting and removing the Montreal DSL Provided Equipment.

The Customer, its agents, employees or representatives shall not commit any act or cause or permit any act to be committed or provide any services which will conflict with or affect in any way the provision of the Services by Montreal DSL.

The Customer agrees not to tamper with, alter or otherwise rearrange the Services nor shall it permit or assist others to abuse or fraudulently use the Services including but not limited to using the Services (i) in any manner which interferes unreasonably with the Services or Montreal DSL's network, or access thereto by other persons; or (ii) for any purpose or in any manner directly or indirectly in violation of applicable laws or in violation of any third party rights.

The Customer shall solely be responsible for use of the Services by any of its employees, officers, directors, agents as well as its end users and agrees to take all necessary measures to ensure that such persons use the Services in accordance with these terms and conditions. The Customer agrees to comply with (i) the Internet Use Policy set forth herein, which policy may be amended by Montreal DSL from time to time; to the extent the Customer is receiving an Internet based service, and (ii) any third party software license terms and conditions in respect of software used by the Customer in connection with the use of the Services.

The Customer shall be solely responsible for obtaining necessary licenses and/or authorizations for all software and equipment, which are not provided by Montreal DSL. Montreal DSL shall not be responsible if any changes in the Services cause equipment, hardware or software not provided by Montreal DSL to become obsolete, require modification or attention, or otherwise affect performance of same. Montreal DSL shall provide the Customer with one (1) month's notice of such changes.

Montreal DSL reserves the right to take all actions, including immediate suspension of the Services, which it considers necessary to assure compliance with the Customer Obligations. The Customer will be responsible for all additional costs, liabilities and expenses incurred by Montreal DSL resulting directly from a breach by Customer of this Section.

Warranty

Customer acknowledges that Montreal DSL does not warrant uninterrupted or error free Services or the content, availability, accuracy or any other aspect of any information including, without limitation, all data, files and all other information or content in any form or of any type, accessible or made available to or by Customer or its end users through the use of the Services. Montreal DSL shall be permitted from time to time to interrupt the Services in order to provide maintenance to the Services, as more specifically set out in the Schedules.

The warranties provided in this Agreement are in lieu of all other warranties and conditions. The Customer hereby waives all other warranties and conditions, express, implied or statutory, including any warranty of merchantability, fitness of a particular purpose, or availability or reliability of the Services.

Remedies

SUBJECT TO SECTION 4, Montreal DSL'S AND THE THIRD PARTY PROVIDERS' TOTAL CUMULATIVE LIABILITY, IF ANY, TO THE CUSTOMER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE PROVISION OF THE SERVICES WILL IN NO EVENT EXCEED THE TOTAL AGGREGATE MONTHLY CHARGES (NET OF ALL DISCOUNTS AND CREDITS) PAID BY THE CUSTOMER DURING THE PERIOD SUCH DAMAGES WERE INCURRED, SUCH PERIOD NOT TO EXCEED THREE (3) MONTHS, FOR THE SPECIFIC SERVICES THAT ALLEGEDLY GIVE RISE TO THE DAMAGES.

CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST Montreal DSL IN RESPECT OF THE SERVICES AND THIS AGREEMENT SHALL BE AS STATED IN THIS AGREEMENT.

Limitation of Liability

UNDER NO CIRCUMSTANCES WILL Montreal DSL OR THE THIRD PARTY PROVIDERS BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPENSES, COSTS, LIABILITY, LOSS, OR DAMAGE WHATSOEVER, INCLUDING, LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF Montreal DSL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. CUSTOMER AGREES, ACKNOWLEDGES AND CONFIRMS THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE COMMERCIAL CIRCUMSTANCES OF THIS AGREEMENT AND THAT Montreal DSL WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR CUSTOMER'S AGREEMENT TO LIMIT Montreal DSL'S AND ITS THIRD PARTY PROVIDERS' LIABILITY IN THE MANNER, AND TO THE EXTENT, PROVIDED FOR HEREIN.

Montreal DSL AND THE THIRD PARTY PROVIDERS ASSUME NO LIABILITY ARISING FROM (i) THE USE OF THE SERVICES FURNISHED BY Montreal DSL IN COMBINATION WITH SERVICES, PRODUCTS OR EQUIPMENT PROVIDED BY CUSTOMER OR ANY THIRD PARTIES AND (ii) THE FAILURE BY THE CUSTOMER TO PERFORM ITS OBLIGATIONS.

SECTIONS 3 AND 4 OF THIS AGREEMENT SHALL APPLY EVEN IN THE EVENT OF A BREACH OF CONDITION, A BREACH OF AN ESSENTIAL OR FUNDAMENTAL TERM, OR A FUNDAMENTAL BREACH OF THIS AGREEMENT.

INTERNET USE POLICY

The Customer is solely responsible for use of the Services by any of its employees, officers, directors, agents and any other end user of the Services (collectively, the «End Users»). The Customer agrees to comply, and to ensure that, the End Users comply with the following policies and procedures associated with the use of the Services (the Customer and/or End Users are sometimes hereinafter referred to as «you»).

Rules. While using the Service, you may not:

post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Service or the Internet;

post or transmit messages constituting "spam", which includes but is not limited to unsolicited e-mail messages, inappropriate postings to news groups, false commercial messages, mail bombing or any other abuse of e-mail or news group servers;

post or transmit any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component; or

upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute or provide access to information, software or other material which: (i) is confidential or is protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) is defamatory, obscene, child pornography or hate literature; or (iii) constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing.

Your Equipment. It is your responsibility to ensure that your computer system meets the minimum requirements stated by Montreal DSL as being necessary to use the Service. From time to time, the computer equipment required to access and use the Service may change. Accordingly, your computer equipment may cease to be adequate to access and use the Service.

You Can Best Control the Risk and Therefore Are Responsible. Montreal DSL will not assume any responsibility for your acts or omission. Account and password protection will be your responsibility.

Monitoring. Montreal DSL has no obligation to monitor the Service. However, in order to protect itself and its subscribers, Montreal DSL will be entitled to electronically monitor the Service from time to time and disclose any information concerning the End User required by the Customer or that is necessary to satisfy any law, regulation or lawful request. Montreal DSL will not intentionally monitor or disclose any private e-mail message unless required by law. Montreal DSL reserves the right to refuse to post, or to remove any information or materials, in whole or in part, that it determines, in its sole discretion, are unacceptable, undesirable, or in violation of these policies.

Content. You acknowledge that some content, products or services available with or through the Service («Content») may be offensive or may not comply with applicable laws. You understand that neither Montreal DSL nor any of its affiliates attempt to censor or monitor any Content. You also acknowledge that neither Montreal DSL nor any of its affiliates have any obligation to monitor your use of the Service and, except as provided herein, have no control over such use. You assume total responsibility and risk for access to or use of Content and for your use of the Service. Montreal DSL and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to your access to or use of Content.

Privacy. Montreal DSL cannot guarantee privacy. Your messages may be the subject of unauthorized third party interception and review. Montreal DSL therefore recommends that the Service not be used for the transmission of confidential information.

E-mail. Sending unsolicited, e-mail messages, including, without limitation, commercial advertising and informational announcements is prohibited. Users will not use another site's mail server to relay mail.

Usenet. Users shall not post ten (10) or more messages similar in content to Usenet or other newsgroups, forums, e-mail mailing lists or other similar groups or lists. Users will not post any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off-topic according to the charter or other owned-published FAQ or description of the group or list.

System and Network Security. Users are prohibited from violating any system or network security measures including but not limited to engaging in unauthorized access or use of Montreal DSL's or a third party's network, data or information. Users are unauthorized to monitor Montreal DSL or third party's data, systems or network traffic. Users are prohibited to interfere with service to any user, host or network including without limitation, mail bombing, flooding, and deliberate attempts to overload a system and broadcast attacks. Users are prohibited to forge any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting.

VIOLATION OF ACCEPTABLE USE POLICY

Montreal DSL considers the above practices to constitute abuse of its service. Therefore, Montreal DSL' terms and conditions of service prohibit these practices. Engaging in one or more of these practices may result in termination or suspension of the offender's account and/or access to Montreal DSL's services. Nothing contained in this policy shall be construed to limit Montreal DSL' actions or remedies in any way with respect to any of the foregoing activities. Montreal DSL reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Montreal DSL service, and levying cancellation charges to cover Montreal DSL' costs. In addition, Montreal DSL reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.