

POINT TO POINT BROADBAND INC.

38 Hooper Rd., Barrie, Ontario
Tel: 1-888-730-1360 Fax: 705-721-1021
website: <http://www.ptpbroadband.com>



Service Agreement (The Contract)

FULL LEGAL NAME, (Customer)				
EQUIPMENT LOCATION ADDRESS		CITY	PROV	POSTAL CODE

AIRTIME \$39.99	TERM 36 Months	No. of Pmts. 36	NET PAYMENT \$39.99	PST N/A	GST \$2.00	TOTAL \$41.99
Equipment use \$10.00	TERM 36 Months	No. of Pmts. 36	NET PAYMENT \$10.00	PST \$0.80	GST \$0.50	TOTAL \$11.30

Bandwidth pricing may vary as requirements increase

Terms and Conditions

*We agree that a facsimile of this contract with facsimile signatures may be treated as an original and will be admissible as evidence of this Contract.
In consideration of the promises herein, the parties hereto agree as follows.*

1. Non-cancellable CONTRACT. This Contract cannot be terminated except as expressly provided for herein.
2. FEES: The Customer shall pay to Company on the first day of each payment period the periodic amount set forth herein. The first payment is due upon execution of this Contract by the Customer. Customer agrees to pay a daily fee for the period from the date of delivery and installation of the Equipment to the commencement date calculated based upon the full period contract amount pro-rated to the number of days in such period. Customer's obligation to pay fees and its other obligations under this Contract are not subject to any abatement, set-off, defense, reduction or counter-claim for any reasons whatsoever.
3. LOCATION AND USE. The Equipment shall be located and used at the Customer's location as set forth herein and may not be moved without the prior written consent of the Company.
4. USE OF EQUIPMENT. The Company and Customer hereby agree that the Equipment shall always remain the property of the company. The Customer shall not, without the prior written consent of the Company, make any alterations, additions or improvement to the Equipment. The Company shall have access to the Equipment at all reasonable times for the purpose of inspecting or collecting the Equipment. The customer does hereby authorize the Company and its agents, employees and workmen to enter onto the property where the Equipment is located for such purposes. The Customer warrants that he/she has the right to enter into this agreement and to grant to the company the authority herein.
5. LAWS, TAXES AND FEES. The Customer shall, at its sole expense, comply with all laws, regulations and orders relating to this Contract and the Equipment and agrees to pay when due all license fees, assessments and all other taxes or penalties and interest now or hereafter imposed in respect of the Equipment, its use or any interest therein, or any fee payments, including, but not limited to, all federal, provincial or local taxes however designated, levied or assessed, whether upon the Customer, the Company or the Equipment or its sale, ownership, use or operation (but excluding income and capital taxes of the Company). The Customer acknowledges that statements under the various Provincial Personal Property Security Acts may be registered by Company with respect to this Contract and hereby waives receipt of, and the right to receive, a copy of any such registered statement or verification statement with respect thereto.
6. TERMINATION AND RENEWAL. The Customer shall give the Company ninety days (90 days) written notice prior to termination of this Contract of its intention to renew. If the company has not been notified of the Customer's intent, this Contract shall be automatically renewed for an additional twelve (12) month term subject to the same terms and conditions hereof (including the renewal provision) and the periodic fee payable during such renewal period will be the amount due for the last such period prior to the expiry of the initial Term of this Contract. The company shall have the right to terminate this agreement without notice in the event of default of the Customer, and on 30 days written notice for any reason whatsoever and enter the Customer property to collect the Equipment.
7. NOTICE. Company and Customer hereby agree that all documents, including this Contract sent by facsimile or other means of electronic transmission to the other party shall be considered original documents.
8. DAMAGE, The customer is responsible for replacement costs of the antenna due to lightning, physical abuse acts of God, or other related damage that is not considered regular wear and tear.
9. CREDIT INVESTIGATION: The Customer consents to the Company conducting a personal investigation or credit check upon them, subject to applicable legislation.
- 10 CONTRACT REPLACEMENT. If the Customer has a contract that is being terminated and replaced by this Contract, Customer hereby acknowledges and consents that the remaining balance of payments and other amounts owing under any such replaced contract are included in the payment amounts due under this Contract

11. ASSIGNMENT. The Customer agrees not to transfer, sell, assign, sublet, pledge or encumber the Equipment or any part of the Equipment or any rights or obligations under this Contract without the prior written consent of the Company. And, notwithstanding, the Company's consent, the Customer, its heirs, executors, administrators, successors, trustees and assigns and any guarantor shall remain jointly and severally liable under this Contract together with the Customer 's assignee. The Company shall be paid a fee of \$100.00 on account of its processing costs associated with an assignment. The Company may at any time sell, assign or transfer this Contract and the Equipment; the Company's Assignee will have the same rights and benefits the Company now has under this Contract and the Company will be released from its obligations; the rights of the Assignee will not be subject to any claims, defenses or setoffs that you may have against the Company or any other person. All payments due are due under this Contract and assigned by the Company shall be paid directly to the Company's assignee upon written notice of such assignment to the Customer

12. COLLECTION CHARGES. If any part of any sum is not paid when due, Customer agrees to pay Company a late charge of Five Dollars (\$5.00) for each month said amount is delinquent, plus interest on the delinquent payment from the due date until paid at the rate of 24% per annum. If a cheque is returned to the Company by the Customer s bank, the Customer will pay the Company a charge being the greater of \$25.00 or the actual bank charges to the Company.

13. NOTICE. Until the Company and Customer notify each other of any new address in writing, any invoice or notice required by this Contract or by law is validly given when mailed, postage prepaid by first class mail to the address provided herein. Company and Customer hereby agree that all documents, including this Contract sent by facsimile or other means of electronic transmission to the other party shall be considered original documents.

14. DEFAULT: The Customer is in default under this Contract, if, (1) The Customer fails to pay any Payment or any other amount due under this Contract when due, (2) Customer fails to comply with any other provision of this Contract, (3) Customer defaults under any other contract between Company and Customer under the terms of any other indebtedness, (4) Any representation or warranty which the Customer makes to the Company is or becomes untrue, (5) Customer makes any assignment for the benefit of creditors. Upon default the Company shall be entitled to collect its Equipment and all payments required to be made to the end of the term shall become immediately due and payable.

15. ENTIRE AGREEMENT. This Contract contains the entire agreement between the Company and the Customer. Notwithstanding the foregoing, the Customer hereby authorizes the Company, without further notice, to complete the description of the Equipment including the quantity and serial numbers and other identification data when such is determined. To fill any blank spaces on this Contract, to date the Contract and to make such other clerical modifications as may be required. This Contract shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

16. GOVERNING LAW. This Contract shall be interpreted and enforced in accordance with the laws of the province of Ontario.

17. MISCELLANEOUS. This Contract and all other documents associated with this Contract and all communications shall be in English. Les parties aux presents conviennent que ce document soit redige en anglais. No waiver by the Company of any default shall constitute a waiver of any other default by the Customer or waiver of the Company's rights. If more than one party signs this Contract as Customer and Co-Customer , each party shall be jointly and severally liable. In the event that any provision of this shall be invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Contract. The Customer agrees to execute such further documents as may be required, to give effect to this Contract

20. The Customer acknowledges having read and accepted the "terms of usage policy" posted on the Point to Point Broadband Inc. web site. Web Site: <http://www.ptpbroadband.com>

Accepted By Company: Point to Point Broadband Inc.

Point to Point Broadband Representative

Commencement Date

Customer Name

X _____
Customer Signature