

Business Service Agreement

Town Of Fort Frances hereinafter called the Customer, requests Tbaytel to furnish the service, equipment and/or facilities specified on Schedule "A", attached hereto and forming part of this Agreement, on the premises of the Customer at the locations listed on Schedule "A".

TERMS AND CONDITIONS SPECIFIC TO THIS AGREEMENT:

Services as listed on Schedule "A" are for a term of **(36)** months (the "Contract Term"). This Agreement will take effect once service(s) have been installed or upgraded.

1. Early Termination by Customer

- 1.1 The Customer may terminate this Agreement at any time before the end of the Contract Term by giving notice to Tbaytel at least thirty (30) days before the proposed early termination date. If a customer terminates the agreement early, the Customer shall pay to Tbaytel one hundred percent (100%) of all fees and taxes listed in the attached schedule for the remaining months of the Contract Term.
- 1.2 Should the Customer's wired services be terminated due to business closure, relocation outside of Tbaytel's serving territory or deactivated due to minimal use, Tbaytel at its sole discretion may consider the waiving of penalties or termination charges.

2. Moves/Adds/Changes

- 2.1 For services provided on Fibre, should the Customer relocate to another office space within Tbaytel's Fibre serving territory during the Contract Term, the terms and conditions of this Agreement will remain in force. If the customer relocates to a location that does not currently support Fibre, Tbaytel will make an effort to provide the same level of service at the new location with the following requirements;
 - 1.1.1 The Customer will provide Tbaytel with at least a 6 month lead time at the onset of construction season to complete any necessary outside work; and
 - 1.1.2 The Customer may be responsible for additional build costs in the event they exceed the maximum subsidized amount by Tbaytel.

If Tbaytel cannot provide Fibre at the new location or if the cost to provide Fibre cannot be absorbed by the customer, Tbaytel will transfer this Agreement to Tbaytel services delivered over Copper infrastructure.

- 2.2 For services provided on Copper, should the customer move to an area with Fibre available and would like Fibre services, Tbaytel will make an effort to migrate the customer to a Fibre solution at the new location with the following requirements;
 - 2.2.1 The Customer will provide Tbaytel with at least a 6 month lead time at the onset of construction season to complete any necessary outside work; and
 - 2.2.2 The Customer may be responsible for additional build costs in the event they exceed the maximum subsidized amount by Tbaytel.

Customer Initials _____

Pricing and Changes

- 2.3 The Customer is entitled to an annual pricing review upon request. During this time, if Tbaytel pricing of the same or directly equivalent wired service has decreased, the rate will be adjusted for future months based on execution of a new Contract Term.
- 2.4 Tbaytel may change the terms of this Agreement, including the rates, by giving the Customer at least 30 days' notice in writing, unless the Customer is in a fixed pricing agreement if or otherwise specified.
- 2.5 If the customer is interested in migrating to an alternative or new Tbaytel wired solution that is offered at different rates, Tbaytel at its sole discretion may consider renegotiating the terms of this Agreement.

3. Equipment

- 3.1 If the Customer terminates service, the Customer must return any rented equipment in working condition. If the equipment is not returned to Tbaytel, Tbaytel reserves the right to charge the Customer the replacement costs of the equipment. This includes additional rental equipment added after signing this Agreement associated with the services outlined in Schedule A.

4. Successors and Assigns

- 4.1 This Agreement may not be assigned by Customer without the prior written consent of Tbaytel, such consent not to be unreasonably withheld. Tbaytel may, without consent, assign this Agreement in connection with a corporate reorganization or merger or to any entity that controls, is controlled by or is under common control with Tbaytel or to a purchaser of all or substantially all of its assets or business, and in any such event, Tbaytel shall be released from its obligations here under to the extent they are assumed by the assignee.

5. Terms of Service

- 5.1 By signing this Agreement, the Customer understands that they are bound by Tbaytel's Business Service Terms of Service, which form part of this Agreement and can be found at <http://www.tbaytel.net/termsofservice>. Tbaytel reserves the right to amend the Terms of Service from time to time and it is the Customer's responsibility to check the website regularly for updates.

Customer Initials _____

Tbaytel_____
Signature_____
Dan Pella_____
Printed Name_____
Aug 3, 2021_____
Date_____
Manager – Business Sales_____
Title**Customer**

I agree to all of the terms and conditions set out in this Agreement and have reviewed Tbaytel's Business Service Terms of Service.

(If the customer is a corporation) I confirm that I am an officer of the Corporation and have the authority to bind the Corporation and this contract has been approved by the Corporation's Board of Directors.

Signature_____
Date_____
Printed Name_____
Title (Duly Authorized)_____
Signature_____
Date_____
Printed Name_____
Title (Duly Authorized)

Schedule A: Business Service Agreement

CONTRACT BUSINESS NAME:	Town Of Fort Frances
CONTRACT TERM:	36 Months
CONTRACT START DATE:	August 1, 2021
CONTRACT END DATE:	July 31, 2024
CUSTOMER ACCOUNT #:	5302803500
SERVICE ADDRESS:	320 Portage St. Fort Frances, ON P9A 3P9

PRICING GRID – Promotional, fixed term, or contracted pricing effective upon execution of agreement

Service Description	Location	Duration	Regular Rate	Discount	Final Rate (per service)
Fibre 500 with static IP address	320 Portage Ave. Fort Frances Civic Centre	36 Months	\$209.90	\$50.00	\$159.90

Customer Initials _____