

## END USER AGREEMENT TERMS AND CONDITIONS

This Agreement is between \_\_\_\_\_ and C-Com Satellite Systems Inc.

This Agreement must be read and signed, **complete with Credit Card information or VOID cheque**, by the End User at the time of sale of the C-COM / DiRECWAY system:

- 1) **Term** The agreement created by your purchase of Products and/or Services shall commence upon the delivery of the Products and the activation of the Services and shall continue for a minimum of **twenty four (24) months**. The DirecWay system shall be activated for **six (6) months** during the first year and **six (6) months** during the second year. You acknowledge that this initial term may not be cancelled by you. Upon expiry of the initial term, we will continue to provide the Service to you on the same Service plan (or on a similar Service plan if we no longer offer the same Service plan) and in such an event these Terms and Conditions shall be automatically renewed for successive six (6) month periods until terminated in accordance with Section 2.
- 1) **Termination** a) Either we or you may terminate these Terms and Conditions at any time after the initial term upon **thirty (30 days)** written notice given to the other party. (b) If you should fail to pay for the Products and/or Services and to pay any other amount owed to us at the times and in the amounts specified, or otherwise breach these Terms and Conditions, we may terminate the Services without notice and without any liability whatsoever. Deactivation and Reactivation of the Services will result in a charge payable by you as established by us. The onus is on you to notify C-COM when the service is to be activated and deactivated. C-COM will continue to charge for monthly service unless otherwise notified by you in accordance with Section 1. Payments for the Products and/or Services returned by banks or credit card companies for insufficient funds will result in a charge of \$45.00 to you. (c) In the event that we (i) are prevented from providing any portion or all of the Products and/or Services or from operating all or any portion of the Facilities by any law regulation, requirement notice or ruling issued in any form whatsoever by judicial or government authority or (ii) decide to cease offering the Products and/or Services, you acknowledge and agree that we may immediately cease providing the Products and/or Services without any liability to you.
- 2) **Early Cancellation:** You agree that in the event that you terminate subscription to the Services prior to the expiration of the initial term, we have the right, in addition to all other amounts due to us pursuant to these Terms and Conditions and as liquidated damages and not as a penalty, to receive from you an aggregate amount determined by multiplying (i) the number of full months remaining in the non-cancelable initial term, by (ii) the applicable monthly charge for Services.
- 3) **Equipment Warranty:** The equipment delivered to you is covered by a 12-month hardware replacement warranty. The Antenna, Modems and Transmitter will be replaced in case of hardware failure during the first 12 month. C-COM and Hughes Network Services will at their discretion decide after thorough diagnostics of the problem if a replacement is needed and will advise the customer accordingly. Normal turnaround time for replacement units is 10 days from confirmation of the problem. Should the customer require faster service, the replacement unit can be expedited. The cost of this expedited service would be charged to the customer and cover handling and airfreight charges. Upon receipt of the customers defective unit, which will have to be shipped to C-COM freight prepaid, C-COM will ship out a replacement unit freight prepaid to the customer. Please note that this hardware warranty does not include any labor or installation charges that may be required to replace the defective unit. C-COM offers an Extended Warranty, which can be purchased to cover a limited travel and labor for replacement of defective parts, which may require the presence of an installer.
- 4) **On-Site Extended Warranty Service Plan:** C-COM offers an on-site extended warranty service plan, which covers limited on-site travel, labor and expedited parts replacement (2-3 days). The cost of this service is **\$180.00 per year** ( billed on your first invoice ) for the .74M Dishes and **\$240.00 per year** ( billed on your first invoice) for the 1.2 and 1.8M Dishes. Under this plan C-COM will arrange for an installer to go on site and perform the repairs or replacements should we determine that it is necessary for the installer to be present. 2 hours of travel time and 2 hours of on site labor are covered under this extended warranty covering the .74M dishes and 3 hours of travel time and 2 hours of labor are covered for the 1.2 and the 1.8M dishes. Defective parts are to be returned to C-COM freight prepaid. Travel and living expenses such as flights, hotels, meals and any other charges that may be required to get the installer on site are not covered and would have to be negotiated and agreed upon between the customer and the installer prior to an installer making an on site visit

# Customer Information: PLEASE PRINT CLEARLY

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov.: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail \_\_\_\_\_

Adapter Serial Number: \_\_\_\_\_ Dealer Dish purchased from \_\_\_\_\_

Please Indicate the total number of existing Direcway Systems already Activated with C-COM \_\_\_\_\_

## On Site Extended Warranty Service Plan

I am interested in the purchasing the following warranty:

.74 Antenna \$180.00 \_\_\_\_\_ 1.2 Antenna \$240.00 \_\_\_\_\_ 1.8 Antenna \$240.00 \_\_\_\_\_

**Please initial in appropriate space**

**This warranty is valid for a 12 month period from date of installation:**

Declined On-Site Extended Warranty Service Plan (Please Initial Here) \_\_\_\_\_

## Customer Billing Information:

### Payment Method:

Credit card # Visa \_\_\_\_\_ Mastercard \_\_\_\_\_

Expiry Date \_\_\_\_\_ mm / yyyy \_\_\_\_\_ mm / yyyy

### **Direct Debit – Please forward VOID CHEQUE along with this agreement**

**I would like to be billed:**

Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_ Semi Annually \_\_\_\_\_ Annually \_\_\_\_\_  
(Please initial)

I have read and understand the above Terms and Conditions.

Customer Name (Print): \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

I accept all terms and conditions of this agreement. Date \_\_\_\_\_

### MONTHLY AIRTIME

SOHO - 2 Seat \$139.95 \_\_\_\_\_ Commercial - 2 Seater \$169.95 \_\_\_\_\_ Commercial 5 Seater \$359.95 \_\_\_\_\_

Commercial - 20 User \$739.95 \_\_\_\_\_ Activation/Deactivation \$75

(Prices are subject to change without notice)

(Please initial)

First Billing will includes:

Industry Canada License \$ 70.00, Set up fee \$ 75.00, warranty, and prorated billing for the month from date of activation.

**C-COM SATELLITE SYSTEMS INC. SUGGESTED RETAIL PRICE ON .74 SYSTEM \$1099.95**

**Please note that monthly statement are only sent to users who have more than three systems**

### For Office Use Only

Technical Department	CCN Number Assigned	Accounting Department	Date
Date: Int.		Int.	

