

Eastlink
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www.eastlink.ca

EASTLINK PREMIUM SUPPORT BUSINESS AGREEMENT

The following information provides a summary of the basic rights and obligations of both EastLink (also referred to as “the Company”, “we” or “our”) and our business customers (also referred to as “you”/“your”) with respect to EastLink’s provision of Eastlink Premium Support Service. Eastlink’s Premium Support Service provides you with access to trained individuals who can provide technical assistance for your business network, computers and other connected devices. All support is provided via remote access to your device and over the phone, so you can call for help from anywhere with an Internet connection.

Eastlink offers our Premium Support Service for our business customers on either a monthly subscription basis with a minimum six-month commitment, where you may contact Eastlink 24 x 7 to address any support requirement for your business network, computers and other connected devices at the rates shown below, or as a one-time fix for a fee of \$159.95. Pricing for Eastlink Premium Support Services (“Services”) for monthly subscription plans and one time fix listed in these terms of service are not including applicable taxes and are subject to change. For more information on pricing options and your subscription, please call Eastlink at 1-877-813-1727.

Registration	Monthly Subscription fee
Single PC	\$19.95
Small business (up to five PCs)	\$34.95
Whole business (up to ten PCs)	\$64.95

By using the Services provided by Eastlink, you expressly agree to be bound by the terms and conditions listed below, as well as the Eastlink Business Terms of Service and Eastlink’s Acceptable Use Policy, both of which are may be amended from time to time and can be found on Eastlink’s website at www.eastlink.ca.

Billing: Charges will commence on the date you register for EastLink’s Premium Support Service. Regularly recurring charges are billed in advance and charges incurred on a per-use basis are billed in arrears. See Eastlink’s Business Terms of Service for additional details.

Your service: You agree that you and/or your employees are the owner or lawful operator of the computer(s), the device(s) and/or other equipment (your “Equipment”) used in conjunction with Eastlink’s Eastlink Premium Support Service. You authorize third-party agent(s) acting on Eastlink’s behalf for the provision of the Eastlink Premium Support Service to (i) take remote control of your Equipment, (ii) access or modify the Equipment’s settings, (iii) download, install, uninstall, use, update and upgrade third-party software, (iv) accept third-party license agreements on your behalf for the use of such third-party software or tools in the provision of Eastlink’s Premium Support Service. You agree that Eastlink and our agent are not responsible in any way for any damage or changes made to your Equipment for the provision of this Service.

The single fix service, available with a one-time fee as shown above, comes with a seven-day warranty for the work done on your Equipment. After that time, you will be required to either pay another one-time fee or to subscribe to the monthly service should you request further access to Eastlink’s Premium Support Service.

Your information: Eastlink and its third-party agent may disclose your information to a public authority or agent of a public authority, if in the reasonable judgment of Eastlink, it appears that there is imminent danger to life or

property which could be avoided or minimized by disclosure of the information. Eastlink may also collect, use and disclose your information pursuant to the terms of Eastlink's Customer Privacy Policy and Code of Fair Information practices which can be found at www.eastlink.ca.

Terminating service: You can cancel this Service Agreement at any time by calling Eastlink Customer Care at 1-888-813-1727. Applicable charges continue to apply until the billing stop date indicated in your final invoice from Eastlink. When you terminate a monthly subscription within the first six months, you will also owe to Eastlink as liquidated damages for early-termination and not as penalty the applicable amount shown below.

Registration	Early termination fee
Single PC	\$59.85
Small business (up to five PCs)	\$104.85
Whole business (up to ten PCs)	\$194.85

Where you have paid in advance for service, Eastlink will rebate the portion that was paid for service for the period after the termination date. Any such rebate will first be applied in payment of any amounts you owe to Eastlink.

Availability of services/Limit of Liability: You acknowledge that Eastlink's Premium Support service may not always be available depending on your geographic location, or due to maintenance or service disruptions. Some Equipment may be unable to receive the Eastlink Premium Support service even where initial testing indicated that your connection and your Equipment qualified. EXCEPT AS PROHIBITED BY ANY LAWS THAT APPLY TO EASTLINK, WE DO NOT WARRANT THAT YOUR DEVICE OR SERVICES WILL OPERATE ERROR-FREE OR WITHOUT FAILURE OR INTERRUPTION, OR THAT ANY COMMUNICATIONS WILL BE PRIVATE OR SECURE. EASTLINK IS NOT LIABLE TO YOU OR ANYONE USING YOUR DEVICE OR THE SERVICES, OR ANY THIRD PARTIES, INCLUDING (WITHOUT LIMITATION) FOR ANY DIRECT OR INDIRECT DAMAGES, LOSS OF PROFITS, PROPERTY, EARNINGS, BUSINESS OPPORTUNITIES, OR DATA OR ANY OTHER LOSS, HOWEVER CAUSED. SEE OUR BUSINESS TERMS OF SERVICE FOR ADDITIONAL DETAILS.

The Services do not include: (i) training on hardware or software use; (ii) computer programming; (iii) software development; (iv) product repair or replacement; (v) support for Windows® 2000 and earlier versions of Windows; (vi) support for Mac operating systems earlier than OS X; (vii) support for Unix, Linux and derivatives; (viii) support for any software or hardware that was and/or is not commercially available or is obsolete, or any unlicensed software; (ix) problems or issues arising out of any impermissible or unauthorized use or modification of a product or service; (x) server, third party business applications or hosting support; (xi) any data backup or restoration services; (xii) fraud protection; (xiii) mobile jail breaking, rooting or unlocking; (xiv) cabling support or instructions for devices that need to be physically connected to one another through cables (excluding printers); (xv) support in any language other than English; or (xvi) anything outside the scope of remote PC support, such as where a visit to a subscriber's home would be required to resolve the issue at hand, given the Services cover remote support only.

Agreement: By using EastLink's Services, you expressly consent to the terms and conditions above and you hereby provide express consent for Eastlink to contact you regarding issues related to your service and our ability to provide your service.

You further agree (A) you have read and understand the Eastlink Business Terms of Service, incorporated herein by reference, and any attached Preauthorized Debit Authorization; and (B) you are bound by the terms and conditions contained in the Eastlink Business Terms of Service and any attached Preauthorized Debit Authorization in addition to the terms in this Eastlink Premium Support Business Agreement.