



Commercial LTE Backup Terms of Service

1. Introduction

- 1.1 These Terms of Service (“Terms”) apply to your use of Eastlink’s Commercial LTE Backup Service (the “**Service**”). In these Terms, “Eastlink”, “us”, “we”, “our”, means Eastlink. “Customer”, “you”, “your” means the customer whose name is on the account, a firm, corporation, an employee whose services are paid for on their behalf by a corporation, or other entity that subscribes to or purchases business services from Eastlink.
- 1.2 By using the Services provided by Eastlink, you expressly agree to be bound by these Terms, as well as the Eastlink Business Terms of Service and Eastlink’s Acceptable Use Policy, both of which apply to the Service, may be amended from time to time and can be found on Eastlink’s website at <https://www.eastlink.ca/about/terms-and-conditions>. These Terms, along with the Business Terms of Service, Eastlink’s Acceptable Use Policy, and your Service Agreement, form your entire agreement with Eastlink.

2. Service & Limitations

- 2.1 **Service.** The Service provides a backup LTE Internet connection to business-critical devices in the event that network connection through your Eastlink wireline Internet service is lost. A subscription to Eastlink Wireline internet is required for the Service. The Service is not intended for use as a primary Internet connection. Commercial LTE Backup requires the installation of a secondary wireless router near a modem. The secondary wireless router contains a battery that can continue to provide connection to the LTE network for a limited amount of time in the event of a power outage. The Service is only available at locations within Eastlink’s cellular coverage area.
- 2.2 **Not for use as a primary connection.** The Service may not be used as a primary internet connection. If you are found, in the sole judgment of Eastlink, to be using the Service as a primary internet connection, Eastlink may immediately restrict, block, suspend, or terminate the Service.
- 2.3 **High-Speed Allotment.** The Service includes an allotment of high-speed LTE data. Once the allotment is depleted, the speed of the LTE back-up data will be reduced until the next billing cycle. See “Internet Traffic Management Practices” below for more information.
- 2.4 **Not for High-Risk Use.** You agree that the Service will not be used in connection with data, content, services or information used for or requiring fail-safe performance, in which the failure of the Service, Internet, or third-party cloud service provider infrastructure could lead directly to death, personal injury, or severe physical, environmental, or property damage. You acknowledge Eastlink will incur no liability for any loss, damage, or personal injury sustained as a result of such use of the Service.
- 2.5 **Availability of Service.** You acknowledge that availability of the Service may be impacted by factors beyond our reasonable control. Circumstances that may result in the failure or improper functioning of the service include, but are not limited to:

- If your equipment fails, is not configured correctly or does not meet Eastlink's requirements;
- If you install certain third-party applications on your equipment;
- In the event of a network outage, system capacity limitations or extended power failure;
- Limitations caused by atmospheric or topographical conditions;
- Interruptions due to equipment or system modifications, system upgrades or maintenance and similar activities necessary for the proper operation of the Services;
- Wireless router battery failure or depletion of battery;
- If you tamper with or, in some cases, move the equipment; or
- Following suspension or cancellation of your service or account.

2.6 Customer Devices. Devices that are incapable of Wi-Fi connection will require an ethernet connection to the LTE Router when backup service is being provided through the LTE Router. Once your wireline service is restored, those devices must be returned to their original connections to avoid network connection issues. The battery in the LTE Router will not power your devices. Devices that do not have standby power may require external sources of power to maintain functionality during a power outage.

2.7 Early Termination. In addition to any other termination rights in these Terms or any other applicable terms or agreements, Eastlink may, at any time, cancel the Service upon 30 days' prior notice.

2.8 Technical Support. Certain technical support functions for the Service, such as specific or unique router configurations and in-person trouble shooting, are only available during regular business hours, Monday to Friday 8:00am – 5:00pm AST.

3. Use of Information

3.1 Your Information. In order to manage the service, Eastlink may need to: (a) use the Service on Customers' behalf; (b) access such Customers' networks, systems, personally identifiable information of Customers' employees, contractors and/or representatives, data, and information on behalf of such Customer; and (c) provide such Customer Information to Eastlink's Service Vendor Partner for the provision of the Services.

- (i) the Customer Information entered into or gathered and/or stored in conjunction with the use of the Service shall be governed under the terms of the applicable end user terms and Eastlink's Service Vendor Partner Privacy Policy available at <https://cradlepoint.com/privacy-policy>; and
- (ii) upon termination of the Services, (1) access by Eastlink and Customers to such Customer Information shall immediately cease; (2) neither the Eastlink nor the Customer shall have any right to access such Customer Information; and (3) Eastlink's Service Vendor Partner shall have no obligation to retain or transfer such Customer Information to Eastlink or the End Customer or to another managed service provider which may be designated by Eastlink or the End Customer

3.2 Cloud Services. The Service includes cloud services hosted in the United States and development and support services may be performed in the United States or other locations of Eastlink's Service Vendor Partner worldwide

3.3 **Eastlink Privacy Policy.** 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.

4. Internet Traffic Management Practices

4.1 **Internet Traffic Management Practices.** Eastlink uses a network management technology called data speed throttling on our wireless network to manage traffic and support overall user experience. The Service includes an allotment of high-speed data, once that allotment is depleted, upload and download speeds of the Service will be reduced to a maximum of 512 kbps until the start of your next billing cycle. Applications that require higher speeds will likely be impacted. Speeds of 512kbps should still be suitable for applications that do not require higher upload or download speeds (such as web browsing and e-mail). The download and upload speed of the high-speed data will depend on geographic location and other conditions.

4.2 **Network Burden.** Your usage of Eastlink's Commercial LTE Back-up must not inappropriately restrict, inhibit, or degrade any other user's use of the Services, nor represent (in the sole judgment of Eastlink) an unusually large burden on the network itself. If your usage, in Eastlink's sole discretion, violates this policy, Eastlink may take any actions it deems appropriate.

5. Warranty, Indemnity & Limitation of Liability

5.1 **Warranty, Indemnity, & Limitation of Liability.** See section 4 of the Business Terms of Service for full terms respecting Warranty, Indemnity, & Limitation of Liability for the Service.