



“Travel-Net Business High Speed Services – Packages”

Travel-Net offers a full suite of services for all your electronic business communication needs. We deliver customized solutions from a single point of contact; we also offer many flexible options to get you connected at a price your budget can afford. Our highly skilled professionals are happy to support you and help scale your solution as your company grows.

You will find below our connectivity packages for DSL and ADSL high speed. We invite you to contact us for a FREE “Solution Consulting”. For more information contacts us at (613) 744-3000 or by email at sales@travel-net.com.

| Package Number | 1 | 2 | 3 | 4 | 5 | 6 |
|--------------------------------|---------------|----------------|---------------|------------------|-------------------|-------------------|
| Package Name | DSL Basic | DSL Basic Plus | DSL Advance | DSL Advance Plus | ADSL Accel | ADSL Accel Ultra |
| Monthly Cost ¹ | \$59.99 | \$79.99 | \$89.99 | \$119.99 | \$249.99 | \$399.99 |
| Modem Fee | \$10.00 | \$10.00 | \$10.00 | \$10.00 | Included | Included |
| Activation Fee ² | Waived | Waived | Waived | Waived | \$300 | \$300 |
| Onsite Setup ³ | \$100 | \$100 | \$100 | \$100 | Call for estimate | Call for estimate |
| Speed (Down / Up) ⁴ | 3Mbps/800kbps | 3Mbps/800kbps | 4Mbps/800kbps | 4Mbps/800kbps | 4Mbps/800kbps | 4Mbps/800kbps |
| Service Type | PPPOE | PPPOE | PPPOE | PPPOE | Dedicated | Dedicated |
| Static IP | Dynamic | Static | Dynamic | Static | 6 | 14 |
| Domain Hosting | No | E-mail only | No | E-mail only | Yes | Yes |
| Web Hosting ⁵ | 10MB | 10MB | 10MB | 10MB | 10MB | 25MB included |
| E-mail Addresses | 10 e-mails | 25 e-mails | 10 e-mails | 25 e-mails | 15 e-mails | 30 e-mails |
| E-mail Aliasing | No | Unlimited | No | Unlimited | Unlimited | Unlimited |
| Dialup Backup | 25 hours | 25 hours | 25 hours | 25 hours | 50 hours | Unlimited |
| Monthly Throughput | 10GB | 10GB | 10GB | 10GB | 15GB | 50GB |
| Additional Transfer | \$10/GB | \$10/GB | \$10/GB | \$10/GB | \$10/GB | \$10/GB |

¹ If customer purchases or already has a compatible DSL modem their bill will be reduced by \$10 a month

² Setup Fee waived on PPPoE service if customer purchases highspeed modem direct from Travel-Net Communications. If modem is purchased elsewhere or rented a onetime \$50.00 setup fee will apply.

³ Setup includes a maximum 1.5 hours (including travel to site).

⁴ Please note the speeds on this chart represents the theoretical maximum capacity of the (A)DSL technology.

The actual download and upload will be delivered to the customer at full capacity on a best effort basis.

⁵ Packages 1, 2 & 3 include www.travel-net.com/~yourcompany hosting only.

ADSL

Travel-Net's 3.0 ADSL Service delivers up to 3.0 Mbps download and up to 684kbps upload. This service will allow you to connect your entire network to the Internet. In addition you can host your own web and mail servers. An In-House approach can offer much greater flexibility. A High-Speed Internet connection will allow your business to save money and open new business opportunities.

1 Meg Modem

Travel-Net Communications is excited to present you with the 1-Meg Modem Service, this state-of-the-art technology will have you surfing the Internet at lightning fast speeds. This revolutionary technology outperforms dial-up, ISDN and cable Internet connections, in both performance and price.



“Travel-Net Business High Speed Services - Order Form”

Company Name: _____ Business Number: () _____

Contact Name: _____ Contact Number: () _____

Address 1: _____ Fax Number: () _____

Address 2: _____ Contact E-mail: _____

City: _____ Province: _____

Referred by: _____ Postal Code: _____

Customer's Telephone Number for (A)DSL Service: () _____

Telephone Carrier: Bell Canada: [] Other (Please Specify): _____

Login Name: _____ (All lower case)
 Login must begin with a letter, be no more than 16 characters, no less than 4 characters

Password: _____ (All lower case)
 Must begin with a capital letter and have a minimum of 6 letters, maximum of 12 letters

| Package Name: | DSL Basic | DSL Basic Plus | DSL Advance | DSL Advance Plus | ADSL Accel | ADSL Accel Ultra |
|-----------------|---------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Monthly Cost | \$69.99 | \$89.99 | \$99.99 | \$129.99 | \$249.99 | \$399.99 |
| Select One | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Modem Discount? | <input type="checkbox"/> - \$10.00 | Act. Date: / / | | Order # | | Modem Serial # |

ADDITIONAL TERMS

- 1) This agreement will be based on a monthly term, which commences on the date Services are ready for use.
- 2) Customer is responsible for providing and maintaining a DSL compatible telephone line (plain analog line).
- 3) Customer is responsible for providing Router, which Travel-Net can provide on a 1-year lease to own basis.

Signature: _____ **Date:** _____



“Travel-Net Business High Speed Services – Service Agreement”

Customer Name:

Customer Address:

Hereby referred to as “Customer”.

The Customer and Travel-Net Communications Inc. agrees as follows:

1. Definitions.

1. **“Agreement”** shall mean this agreement and includes the following schedules and documents, which are an integral part of this Agreement: “Travel-Net Business High Speed Services - Order Form ”
2. **“Services”** means the Internet Access Service as described in “Service Order Form” herein.
3. **“Circuit”** means the telephone line being used to deliver DSL services.

2. Services.

1. Travel-Net agrees to furnish High-Speed Internet Access Services to the customer.
2. Travel-Net will provide services in accordance with the terms and conditions set out in this Agreement.
3. Services are effective once this agreement is signed and once the service is ready for use.
4. Travel-Net will be the sole owner of the Internet Access Service and static IP addresses.

3. Pricing.

1. Pricing for the Services are as set forth in the price portion of ‘Service Order Form’ attached hereto.
2. Pricing does not include any applicable taxes, all of which shall be paid by Customer.

4. Term.

1. The term of this Agreement shall be as set out in “Service Order Form”.
2. This Agreement shall automatically renew for successive one (1) year periods (**“Renewal Term”**) unless Customer notifies Travel-Net by written notice at least thirty (30) days prior to the end of the Term or the Renewal Term, as the case may be, that it wishes to terminate this Agreement.

5. Payment.

1. Customer will receive monthly invoices for the Services reflecting the charges and applicable taxes, in accordance with the “Travel-Net Business High Speed Services - Order Form”.
2. In the event of non-payment of an invoice within (60) days of the date of issuance of the invoice, Travel-Net may, in addition to all other legal rights, suspend any or all Services to Customer and terminate this Agreement.
3. Past due amounts bear interest at the annual rate of thirteen percent (13%) until full payment thereof and interest thereon. Customer agrees to be responsible for the payment of reasonable attorney’s fees and costs incurred by Travel-Net in connection with the recovery of any amounts due.

6. Installation:

1. Once Travel-Net has received this agreement, the customer will be contacted to confirm a date for the installation.
2. The standard installation interval is 15 business days from receiving this agreement.
3. Travel-Net will not be responsible for any claims, damages, losses or expenses, including without lost wages or missed work, in the event that an installation appointment is missed by either Travel-Net or by any third party.

7. High Speed Service Availability:

1. The customer's understand the initial availability check is only preliminary. The service availability will be confirmed when the service is installed. If the service is deemed unavailable, there will be no charge to the customer. Travel-Net assumes no responsibility or liability due to unavailability of the service.

8. Use of Services.

1. Customer shall not nor shall it permit or assist others to abuse or fraudulently use the Services:
 - a) To interfere with the use of the Travel-Net network by unauthorized users,
 - b) In contravention of national or international laws, or
 - c) In contravention of the general etiquette, spirit or intent of the Internet as such is made known to the general public from time to time.
2. Travel-Net reserves the right to take all actions, including immediate termination of Services, which it considers necessary to comply with applicable laws.
4. Customer agrees to refrain from spamming other Internet users, this includes mass posting of the same message to Usenet newsgroups or mass unsolicited emails. Customer agrees to respect the conventions of newsgroup subjects and will only post advertisements where appropriate, according the Internet's general etiquette.
4. Customer releases Travel-Net from any and all liability or claims of any nature arising from the use or inability to use the Internet Access Service.

9. Equipment.

1. Travel-Net will provide customer with on-site DSL modem.
2. The DSL modem is the demarcation point for technical support. The customer will be responsible for supporting equipment or software beyond the demarcation point. Support Services beyond the demarcation point can be provided at an additional cost.
3. Travel-Net shall be permitted access to all equipment used in connection with the Services during normal business hours.
5. Customer shall be responsible for all losses or damages to the equipment caused by the fault, negligence or willful misconduct of the Customer or third parties.
6. Customer is responsible for returning modem to Travel-Net upon termination of services. In the event the customer does not to return the modem in working order, within 30 days, Travel-Net will charge customer a fee of \$800 for the Modem Equipment. This condition does not apply if customer has purchased the modem outright.

10. Termination of Services.

1. Travel-Net reserves the right, upon ten (10) days' written notice to Customer, to terminate this Agreement and the Services provided hereunder upon failure by Customer to cure any material breach of any term or condition set out in this agreement.
2. In the event Customer terminates this Agreement or any of the Services prior to the end of the Term or any Renewal Term, the Customer shall pay to Travel-Net in a single payment, as liquidated damages, an amount equal to one hundred percent (100%) of the remaining payments outstanding to the end of the Term or the Renewal Term.
3. Customer may terminate this agreement upon signing a new agreement for alternative Travel-Net services of the same or greater monthly price, for a comparable term.
4. Termination of this Agreement for any reason shall not relieve Customer from any liability or amounts owing.
5. The customer does have the right to appeal for termination of this agreement at any time during the term of this agreement. The appeal will be accepted on two conditions; first if Travel-Net has encountered technical problems and has attempted every solution without success. Secondly if customer moves to a location where Travel-Net cannot provide the same or comparable service. If the appeal stands within reason, the customer will be relieved from any penalties due to liquidated damages. Customer must give 30 days notice before terminating the agreement.



11. Telephone Service

Customer is responsible for providing the circuit for the ADSL connection. A residential line (1-RL) is necessary to register with the Residential ADSL Service and a business line (1-FL) is necessary for a Business ADSL service. Travel-Net will have no liability in the performance of the third party circuit.

Customer will be responsible to advise Travel-Net within 15 days of any changes concerning the DSL circuit, this include any moves of the circuit or changes in the phone number. Customer will be responsible to pay for any cancellation and re-installation fees relating to the circuit.

12. General.

1. Customer acknowledges and agrees that it does not acquire any title or property rights in the Services or the intellectual property related thereto.
2. Customer shall not assign or transfer this Agreement or its obligations without the prior written consent of Travel-Net.
3. Travel-Net will not be responsible for performance of its obligations hereunder where delayed or hindered by embargoes, strikes, causalities, civil unrest or other events beyond Travel-Net's control. Should such events continue for more than sixty (60) days, Travel-Net or Customer may terminate this Agreement for the affected Services with no further liability.
4. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada.
5. This Agreement may not be modified except by written amendment by both parties.
6. This Agreement constitutes the entire Agreement between the parties and cancels, replaces and supersedes all existing and prior agreements and understandings, written or oral, between the parties with respect to Services
7. Customer may not, for commercial purposes, remarket all or any portion of the Services provided under this Agreement, or make all or any portion of the Services available to any person without the prior written consent of Travel-Net.
8. Neither party shall be an agent of the other for any purpose and shall have no authority to bind the other in any manner.
9. Upon termination of this Agreement for any reason, the following sections shall survive according to their terms: Sections 5, 10 and 12 as under conventional law.

Executed by the parties duly authorized representatives as of the date below.

By the Customer

Travel-Net Communications Inc.

Per: _____
Name: _____
Title: _____
Date: _____

Per: _____
Name: _____
Title: _____
Date: _____



Terms & Conditions

Operations:

- Travel-Net Communications Inc. exercises no control whatsoever over the content of the information passing through it. Travel-Net Communications Inc. makes no warranties of any kind, whether expressed or implied, for the service it is providing. Travel-Net Communications Inc. also disclaims any warranty of merchant ability of fitness for a particular purpose. Travel-Net Communications Inc. will not be responsible for any damage you suffer, this includes the loss of data resulting from delays, non deliveries, miss deliveries, or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via Travel-Net Communications Inc. is at your own risk. Travel-Net Communications Inc. specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- Travel-Net Communications Inc. may only be used for lawful purposes. Transmissions of any material in violation of any Canadian or provincial regulation is prohibited. This includes, but is not limited to: copyrighted material, material to be threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless Travel-Net Communications Inc. from any claims resulting from your use of the services which damages you or another party.
- Any access to other networks connected to Travel-Net Communications Inc. must comply with the rules appropriate for that other network. Use of Travel-Net Communications Inc. itself may be for any lawful purpose.
- Travel-Net Communications does not allow unsolicited e-mail, commonly know as 'SPAM' to be broadcast using its network. Customers identified conducting such activities will have their accounts terminated.
- Travel-Net Communications will store e-mail for 60 days. E-mail existing in a users account may automatically be deleted after that time, unless prior arrangements are made with Travel-Net Staff.
- Travel-Net Communications reserves the right to send broadcast messages to its customers. These messages may include important information on network status and / or information regarding product and service updates.

Payment Terms:

- Payment to be made on the first day of every month either by pre-authorized payment or on receipt of invoice, payment shall be made by cheque, credit card or cash payable to Travel-Net Communications Inc. If the new balance is not paid in full, a credit charge will be added at a rate of 1.75% per month. No payment is assessed if payment in full is received within 7 days of the invoice date. Travel-Net Communications Inc. reserves the right to restrict, suspend or cancel at any time.
- Treatment of each payment shall be the same as if the customer had personally issued a cheque authorizing payment as indicated on the applicable service order form and acceptance of these terms allows Travel-Net communications to debit the amount specified from the customers account. This authorization may be cancelled at any time upon written notice by the customer.

Cancellation:

- Service is payable monthly and may be canceled by fax, writing or e-mail to cancel@travel-net.com. Accounts paid by preauthorized debit require 7 days prior notice for cancellation. Travel-Net Communications Inc. reserves the right to change rates and otherwise modify these Terms and Conditions by notifying you 45 days in advance of the effective date of changes.

- Upon cancellation of your account, the customer agrees to return any equipment owned by Travel-Net including items such as modems, routers or other equipment not purchased by the customer.

These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of Travel-Net Communications Inc. constitutes acceptance of these Terms and Conditions.