

EIDNet – Fixed Wireless Broadband Service Agreement

This Service Agreement sets out specific terms and conditions applicable to EIDNet’s Fixed Wireless Broadband service (“**Wireless Broadband**”). This Service Agreement forms part of the Agreement between you and EIDNet, which also includes: (1) the Service Terms; (2) any other Service Agreements for other EIDNet Services to which you have subscribed; and (3) any other EIDNet document describing features, products or services and any other document incorporated by reference.

In the event of an inconsistency between the constituent documents of the Agreement, the inconsistency will be resolved by giving preference first to any Service Agreement(s), then to the Service Terms, then to any other EIDNet documentation describing features, products or services then to any other documents incorporated by reference.

Unless otherwise defined herein, all capitalized terms in the Service Agreement have the meaning assigned to those terms in the Service Terms.

1. How do I accept this Service Agreement?

You acknowledge that you have read, understood and agreed to this Service Agreement by placing an order for Wireless Broadband, using Wireless Broadband or allowing Wireless Broadband to be installed at your premises. If you do not agree to this Service Agreement, you may not use Wireless Broadband.

2. What is Wireless Broadband?

It is a broadband service delivered over the air using spectrum dedicated for that purpose. Wireless Broadband is comprised of Internet connectivity and Equipment.

Wireless Broadband is provided via our network which includes towers and other facilities. Our towers are connected to the rest of our network by terrestrial Internet transit.

3. Are there any eligibility requirements to receive Wireless Broadband?

Yes. Eligibility for Wireless Broadband depends on several factors. When you apply for Wireless Broadband, EIDNet will qualify the address of your premises for service availability.

In some cases, even if you qualify for service, certain environmental factors can render you ineligible for Wireless Broadband. For example, environmental objects and conditions can sometimes obstruct the line of sight between your premises and our tower(s).

4. What Term applies to Wireless Broadband?

Wireless Broadband is available on your choice of month-to-month or one-year Fixed Term. As an incentive for entering the one-year Fixed Term option, your Fees will be discounted by an amount equal to one month’s Fees for Wireless Broadband (“**Incentive**”). The Fixed Term option requires an upfront lump sum payment for eleven months’ worth of Service.

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5. **Where can I find information and pricing for Wireless Broadband?**

The Website provides information (such as download and upload speeds) and pricing for all Wireless Broadband service packages.

6. **Do I qualify for a reduced Fee as an Eastern Irrigation District water user?**

Yes. With the exception of “Basic Water Users” and “E-Mail Only Water Users” accounts, Eastern Irrigation District water users qualify for a \$15.00 reduction on monthly Fees (or a \$180.00 reduction for Wireless Broadband on a one-year Fixed Term). To qualify as a water user and with reference to the *Irrigation Districts Act, Alberta*, you are required to own land with irrigation acres or terminable acres that are recorded on the assessment roll of the Eastern Irrigation District. Acreages with rural water use or household purposes agreements do not qualify for a reduced fee.

7. **How do I select a Wireless Broadband service package and service features?**

With reference to the service information and pricing on the Website, you select your service package and service features when placing an order for Wireless Broadband with EIDNet.

8. **Can EIDNet make changes to Wireless Broadband?**

Yes. Pursuant to Section 5 of the Service Terms, EIDNet may at any time make changes to Wireless Broadband, including pricing changes. EIDNet can make changes to Wireless Broadband whether you have subscribed on a month-to-month or Fixed Term basis.

9. **Can I make changes to Wireless Broadband?**

Yes. For month-to-month arrangements, you may add or remove service features and upgrade or downgrade service plans at any time by contacting EIDNet at the coordinates listed in Section 44 of the Service Terms.

For Fixed Term arrangements, you may add service features or upgrade your service package. However, you may not move to a lower service package or remove service features that are subject to a Fixed Term. If you wish move to a lower service package or remove a service feature, you must cancel the Fixed Term in accordance with Section 14 of this Service Agreement.

Any corresponding changes to Fees will be applied on a pro-rated basis.

10. **What Equipment is provided by EIDNet?**

EIDNet supplies Equipment consisting of a radio, an antenna, power supply, mounting brackets, UML mount and up to sixty (60) feet of cabling. The antenna must be installed at a sufficient height to provide line of sight connectivity to our tower(s). This means that the antenna may have to be installed on your roof or another structure or object located at a sufficient distance above ground to satisfy the line-of-sight requirement.

You must provide your own router.

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11. What is the cost of installing Equipment and activating Wireless Broadband?

A one-time installation charge of \$300.00 plus GST applies when you order Wireless Broadband. If any factors, including environmental factors prevent an optimal installation of Wireless Broadband, EIDNet technicians may assess reasonable alternative installation configurations to establish acceptable signal conditions for the services.

In some cases, alternative configurations may require more extensive construction, Equipment and installation work. For example, your installation could require additional Equipment consisting of a tripod and / or more than the 60 feet of cable that is included in a standard installation. In such cases, EIDNet technicians will provide you with a description of the work and or additional Equipment that is required and a quote for additional one-time installation fees. If you accept the quote and we proceed with the additional work, the additional one-time installation fees are non-refundable. Services that require additional one-time installation fees are subject to the general warranties set out in Section 15 of the Service Terms.

12. Who owns the Equipment?

During the first twelve months of your subscription to Wireless Broadband, all Equipment shall remain property of EIDNet even though it may be affixed to your premises. If you continue to use Wireless Broadband for more than twelve months, ownership of Equipment shall be deemed transferred to you.

13. Are software updates required?

From time to time, software updates may be automatically downloaded to, and installed on, the Equipment. These software updates are necessary for the continued and reliable delivery of your Wireless Broadband service. By subscribing to Wireless Broadband, you consent to the download and installation of such updates. If you do not agree to the downloading and installation of these software updates, your only remedy is to cancel Wireless Broadband.

14. Can I cancel Wireless Broadband?

If you subscribe to Wireless Broadband on a month-to-month term, you may, consistent with Section 33 of the Terms, cancel Wireless Broadband at any time. EIDNet will provide a refund for the cancelled portion of monthly service Fees that you have paid in advance for Wireless Broadband. This refund will be pro-rated based on the number of days left in the last monthly billing cycle after cancellation.

If you subscribe to Wireless Broadband on a one-year Fixed Term, and you have not renewed for one or more additional one-year Fixed Terms, you may cancel at any time subject to the following conditions: (1) EIDNet will retrieve all Equipment from your premises; (2) your refund for the cancelled portion of the one-year Fixed Term will exclude the cash value of the Incentive.

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15. How do I return Equipment to EIDNet if my Wireless Broadband is cancelled?

If Wireless Broadband is cancelled within the first twelve months of subscribing to Wireless Broadband, EIDNet will send a technician to retrieve Equipment.