
SaskTel High Throughput Satellite Internet Service Powered by Xplornet Terms of Service

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1. Description

- 1.1 SaskTel is pleased to provide SaskTel Satellite Internet Service Powered by *Xplornet*TM (the "Service") to you on the terms set out below. Please read this Agreement carefully before using the Service.

2. Interpretation

- 2.1 Throughout this Agreement the words "we", "our" and "us" refer to SaskTel and our suppliers, and the words "you", "You", "your" and "Your" refer to the Subscriber indicated on this Subscriber Agreement.

3. Agreement

- 3.1 This Service Agreement, our Internet Acceptable Use Policy, our Fair Access Policy and all other policies posted on our web site at www.sasktel.com constitute the entire agreement (the "Agreement") between you and SaskTel ("SaskTel" or "us" or "we") with respect to your use of the Service. By establishing an account or using the Service, you agree to be bound by and use the Service in compliance with the Agreement. We may change, add or remove portions of the Agreement at any time. We will notify you of any changes to the Agreement by a posting on our web site, or by email, postal mail, or other means. Continued use of the Service following notice of the changes means that you agree to and accept the Agreement as amended. If you do not agree to the changes, your sole and exclusive remedy is to stop using the Service and notify us that you are terminating the Agreement.
- 3.2 The provisions of SaskTel's Non-Tariffed Products and Services Terms of Service apply to the Service.

4. Information

- 4.1 Prior to commencement of the Service, you must provide SaskTel and its suppliers, including the dealer from whom you purchased the Service, with accurate and complete billing information including your legal name, address, telephone number and credit card information. You hereby expressly consent to the collection and use of this information by SaskTel and its suppliers, including the dealer from whom you have purchased the Service, for the purpose of providing you with the Service. You are responsible to immediately advise SaskTel upon any change to your billing information.

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5. The Service & Speed – *Continued*

	Residential Plans	Monthly Rental for Service Period...	
Type of Plan	Including...	Month to Month	Overage Fees
Essential Plan	<ul style="list-style-type: none"> • broadband Internet access through a satellite configured to permit a download data transmission speed to the consumer of up to 1.5 Megabits (Mb) per second and an upload transmission speed to the Internet of up to 256 kilobits (kb) per second. • 10 GB monthly usage allowance • 10 MB <i>Xplornet</i>TM personal webspace for creating webpages. • 1 <i>Xplornet</i> e-mail address, with a mailbox capacity of 7.3 Gigabytes (GB). • 24-hour a day, 7-day a week technical support. 	\$54.99	\$3.50/GB
Advantage Plan	<ul style="list-style-type: none"> • broadband Internet access through a satellite configured to permit a download data transmission speed to the consumer of up to 3.0 Megabits (Mb) per second and an upload transmission speed to the Internet of up to 500 kilobits (kb) per second. • 20 GB monthly usage allowance • 50 Mbytes <i>Xplornet</i> personal webspace for creating webpages. • 2 <i>Xplornet</i> e-mail addresses, each with a mailbox capacity of 7.3 Gigabytes (GB). • 24-hour a day, 7-day a week technical support. 	\$59.99	\$3.50/GB
Performance Plan	<ul style="list-style-type: none"> • broadband Internet access through a satellite configured to permit a download data transmission speed to the consumer of up to 5.0 Megabits (Mb) per second and an upload transmission speed to the Internet of up to 500 kilobits (kb) per second. • 30 GB monthly usage allowance • 100 Mbytes <i>Xplornet</i> personal webspace for creating webpages. • 5 <i>Xplornet</i> e-mail addresses, each with a mailbox capacity of 7.3 Gigabytes (GB). • 24-hour a day, 7-day a week technical support. 	\$84.99	\$3.50/GB

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5. The Service & Speed – *Continued*

Business Plans		Monthly Rental for Service Period...	
Type of Plan	Including...	Month to Month	Overage Fees
Essential Plan	<ul style="list-style-type: none"> • broadband Internet access through a satellite configured to permit a download data transmission speed to the consumer of up to 1.5 Megabits (Mb) per second and an upload transmission speed to the Internet of up to 600 kilobits (kb) per second. • 60 GB monthly usage allowance • 250 MB <i>Xplornet</i>TM personal webspace for creating webpages. • 5 <i>Xplornet</i> e-mail address, with a mailbox capacity of 7.3 Gigabytes (GB). • 24-hour a day, 7-day a week technical support. 	\$84.99	\$2.50/GB
Advantage Plan	<ul style="list-style-type: none"> • broadband Internet access through a satellite configured to permit a download data transmission speed to the consumer of up to 3.0 Megabits (Mb) per second and an upload transmission speed to the Internet of up to 800 kilobits (kb) per second. • 80 GB monthly usage allowance • 500 Mbytes <i>Xplornet</i> personal webspace for creating webpages. • 10 <i>Xplornet</i> e-mail addresses, each with a mailbox capacity of 7.3 Gigabytes (GB). • 24-hour a day, 7-day a week technical support. 	\$94.99	\$2.00/GB
Performance Plan	<ul style="list-style-type: none"> • broadband Internet access through a satellite configured to permit a download data transmission speed to the consumer of up to 5.0 Megabits (Mb) per second and an upload transmission speed to the Internet of up to 1.0 Mb (Mb) per second. • 100 GB monthly usage allowance • 2 GB <i>Xplornet</i> personal webspace for creating webpages. • 10 <i>Xplornet</i> e-mail addresses, each with a mailbox capacity of 7.3 Gigabytes (GB). • 24-hour a day, 7-day a week technical support. 	\$139.99	\$2.00/GB

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5. The Service & Speed – Continued

5.2

Contract Term	Activation Fees	
	Residential Access Products	Business Access Products
3 years	\$99	\$99
2 years	\$349	\$349
No contract	\$549	\$549

5.3 SaskTel provides the Service on a "reasonable efforts" basis and does not guarantee upload or download speeds. Given the logical and physical design of the Internet network, SaskTel cannot guarantee a specific speed to subscribers when navigating particular sites. There are numerous factors that affect Internet speed, including but not limited to the subscriber's location, weather, Internet traffic, the subscriber's router capability, the specific technical configuration of the subscribers computer, the status of the subscriber's computer (i.e. firewall, procedures for optimization, antivirus analysis, backup, etc.) and other factors beyond SaskTel's control. SaskTel has established a Fair Access Policy to ensure equitable access to the Service for all SaskTel subscribers. This policy establishes a balance in Internet access across high-speed Internet services for all SaskTel subscribers regardless of their frequency or traffic usage. To ensure this equity of usage is maintained among SaskTel subscribers, subscribers may experience some temporary throughput limitation. The Fair Access Policy applies to all SaskTel Satellite Internet Service plans.

6. Illegal Activity and Disclosure of Information

6.1 You are prohibited from using the Service and shall use reasonable efforts to ensure the Service is not used for a purpose or in a manner that is contrary to any laws or regulations including, without limitation, all copyright, trademark and obscenity laws applicable to any content or information transmitted via the Service.

6.2 Use of the Service for any activity that violates local, provincial, federal or international law, order or regulation, is a breach of this Agreement. Prohibited activities include, but are not limited to:

- a) posting, storing, transmitting or disseminating unlawful material, including without limitation, child pornography, any content, data or other material which is libelous, obscene, hateful, unlawful, threatening, reaction or ethnically offensive, defamatory or which in any way constitute or encourages conduct that would constitute a criminal offense;
- b) disseminating material which violates copyright or intellectual property rights. The Customer assumes all risk regarding whether material is in the public domain;
- c) pyramid or other illegal soliciting schemes; or

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6. Illegal Activity and Disclosure of Information - *Continued*

- d) fraudulent activities; including but not limited to: impersonating any person or entity or forging anyone's digital or manual signature.

6.3 By using the Service you agree that SaskTel may disclose information that it has about you, including name, address and IP address:

- a) necessary to satisfy any laws regulations or other governmental requests from any applicable jurisdiction, including without limitation, disclosure to a prescribed law enforcement agency or a prescribed investigative body pursuant to The Freedom of Information and Protection of Privacy Act of Saskatchewan as amended from time to time; or
- b) necessary to operate the Service; or
- c) necessary to protect SaskTel or others.

6.4 You also agree that SaskTel may cooperate with system administrators at other Internet Service Providers or other network or computer facilities in order to enforce this Agreement. Such cooperation may include SaskTel providing the username, IP address or other identifying information we have about you, in accordance with SaskTel's Privacy Policy.

7. Limits on the Service

7.1 SaskTel may establish limits concerning the use of the Service, including without limitation the maximum size of any e-mail message that may be sent from or received by a SaskTel Internet Services account, the maximum disk space that will be allotted on SaskTel servers on your behalf, the maximum amount of data that may be sent from or received by a SaskTel Internet Services account and the maximum number of days that e-mail messages will be stored on the e-mail servers. Such limits shall be posted on SaskTel's web site or otherwise made available to you. You agree to comply with all such limits. Such limits may differ for different portions of SaskTel Internet Services and may be set at different levels for different users based upon factors that are determined at SaskTel's sole discretion. SaskTel reserves the right to change these limits at any time, in its sole discretion, with or without notice. You agree that exceeding such limits may result in suspension, restriction or termination of your account or the imposition of additional charges.

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8. Security

- 8.1 You are responsible for protecting your account and password. SaskTel does not assume any responsibility for the acts or omissions of your use of the Service. You assume total responsibility and risk for access to or use of content and for the use of the Service. The fees charged by SaskTel reflect the allocation of risk herein and the limited recourse to SaskTel provided for in this Agreement. As the SaskTel Internet Services account holder, you are responsible for your account. You agree to comply with SaskTel's policies respecting the Service as provided from time to time including those to which you are directed when using the Service. You are solely responsible and liable for any and all activities that occur under your account, including without limitation, all activities of any sub-account holders. You agree to immediately notify SaskTel of any unauthorized use of your account or any passwords related to your account or of any other breach of security and to provide assistance to SaskTel, as requested, to stop and/or remedy any breach of security. SaskTel will not assume any responsibility for your acts or omissions or of any individual who uses your account. As between SaskTel and you, you are better able to put in place physical and procedural impediments to the inappropriate use of and to supervise your account.

9. Changes to Service

- 9.1 We reserve the right to change the Service, the monthly fees or other charges at any time upon 30 days notice. You understand that the facilities used to provide the Service may change from time to time. You also understand that if there is a change in Internet facilities, you may be required to realign and/or relocate your receiving equipment at your own expense in order to continue to receive the Service.

10. Term

- 10.1 This Agreement will begin upon the activation of the Service and will continue for the term you have chosen in Section 4 of this Agreement. 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 this Agreement will be automatically renewed for successive 1 month periods until terminated in accordance with Section 20, Termination.

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11. Fees

- 11.1 You agree to pay us the applicable monthly fees for the Service, all applicable taxes and levies and any administrative charges that may be assessed ("Fees"). You authorize us to make inquiries and to receive information about your credit experience from others, to enter this information in your file and to disclose information about you to third parties, in accordance with our privacy policy. You acknowledge that we may provide credit experience information regarding your account to others seeking this information.

12. Payments

- 12.1 Customer agrees to pay to SaskTel:
- a) the monthly charge for the Service set out in Section 5 of this Agreement for the Service plan chosen by the Customer commencing on the date the Service is ready for use by the Customer, whether or not the Customer has actually used the Service;
 - b) applicable sales or other taxes payable at the time of payment of the rates and charges to which they apply;
 - c) in the event of termination of this Agreement prior to the expiration of the term of the specific Service plan chosen by the Customer, termination charges calculated in accordance with Section 21 of this Agreement; and
 - d) interest on all sums not paid more than thirty (30) days from the invoice (bill) date at the rate provided from time to time in pages 49-72 of SaskTel's Non-Tariffed Products and Services Schedules, which is incorporated herein by reference and made a part of this Agreement.

13. Late Fees and Collection Charges

- 13.1 If any Fees or other amounts payable to us are not paid within thirty (30) days of its due date, you agree to pay us the interest set forth in Section 12(d) of this Agreement and any applicable reconnection charges. You also agree to pay us \$20.00 for each cheque, pre-authorized debit payment or pre-authorized credit card payment returned for any reason.

14. Early Cancellation

- 14.1 At any time prior to the 30th day following the activation date of the Service, you may cancel this Agreement without further obligation on your part and receive a refund of your initial Fees. Installation charges charged by the dealer from whom you have purchased any equipment used with the Service are not refundable if you cancel the Service within the first thirty (30) days after activation of the Service.

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*- Continued***15. Software Licence**

- 15.1 SaskTel and/or its suppliers grant you a limited, nonexclusive, non-transferable and non-assignable licence to install and use the SaskTel software (including software from third-party vendors), associated documentation and any updates ("Licensed Programs") that are a component of the Service solely in conjunction with the authorized use of the Service. You will use the Licensed Programs solely in conjunction with the Service and for no other purpose. We may modify the Licensed Programs at any time, for any reason, without providing notice to you. The Licensed Programs are confidential and proprietary information of SaskTel and our licensors and embody trade secrets and intellectual property protected under Canadian copyright laws, other laws, and international treaty provisions. All right, title and interest in the Licensed Programs, including associated intellectual property rights are and will remain with SaskTel and our licensors. You will not translate, decompile, reverse-engineer, distribute, remarket, disassemble or otherwise dispose of the Licensed Programs or any part thereof or make any other unauthorized use of the Licensed Programs.

16. Required Equipment

- 16.1 You acknowledge that we have informed you of the recommended minimum computer requirements for the efficient operation of the Service. If you install the Service on a computer that does not meet the recommended minimum computer requirements, you will not be entitled to receive customer support for any issues other than the quality of the signal delivered to your modem. A non-recommended configuration may not allow you to access, operate or use the Service.

17. Warranty For Equipment

- 17.1 Dealers are expected to warranty their installation workmanship for a period of 3 months. If an issue arises that is due to improper installation procedures, the installer is responsible to rectify at their own expense. For satellite equipment that is owned by you ("**Owned Equipment**") and, together with the Rental Equipment, the "**Equipment**"), it includes a one-year warranty on parts and labour from the date of activation, excluding cables, dish alignment, computer problems, and any damages cause to the hardware other than Owned Equipment failure. For warranty that includes labour, the travel distance is limited to 50 km radius from the dealership's location. If your location is beyond a 50 km radius, the dealer can charge you an extended mileage fee. Excessive charges will be addressed with the dealer.

This warranty does not cover damage due to external causes, including accident, vandalism, act-of-God, abuse, misuse, problems with electrical power, servicing not authorized by SaskTel, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and

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17. Warranty for Equipment - *Continued*

17.1 components not supplied by SaskTel and their suppliers. Any unauthorized opening of the Owned Equipment enclosure(s) will void this warranty in its entirety as it pertains to that item. This warranty does not cover any items that are in one or more of the following categories: software; sound cards; speakers; external devices or accessories or parts added to an Xplornet system.

Other than as set forth herein, SaskTel makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose in connection with this agreement or the Equipment. SaskTel and their suppliers are not liable to you for any loss, cost, expense or damage of any kind caused directly or indirectly by the Equipment or the use, operation, ownership or maintenance of the Equipment or for any loss of business or damages whatsoever or however caused.

Notwithstanding the foregoing, SaskTel and their suppliers agree to repair or replace, as the case may be, any Rental Equipment which malfunctions under conditions of normal use.

17.2 Other than as provided herein, you are responsible for keeping the Equipment in good repair, condition and working order. Except for normal wear and tear, you are responsible to protect the Equipment from damage or any kind of loss. We are not responsible for any losses or damage caused by the installation or use of the Equipment, or from any other kind of loss while you have the Equipment.

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- 18.1 For subscribers of Xplornet, equipment is highly sophisticated, and Industry Canada regulations for installing and pointing the antenna are very stringent, a professional Xplornet certified installation technician must install the Equipment. Satellite subscribers are responsible for all costs and scheduling associated with the installation. You are responsible for all inside wiring necessary to install the service. Installation and use of the Equipment may result in service outages or potential damage to your computer. You are solely responsible for backing up all existing computer files. SaskTel and its suppliers and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals. You assume responsibility for impacts on or loss of any warranty associated with the opening of your computer for installation. SaskTel and its suppliers do not represent, warrant, or covenant that installation by a third party chosen by you will enable you to successfully access, operate, or use the service, nor that such installation will not cause damage to your computer, data, software, files, or peripherals, in addition, SaskTel and its suppliers shall have no liability whatsoever for any damage, or for the failure to properly install, access, use or operate the equipment or service because of your installation. This limitation of liability is in addition to and in no way limits any and all limitations of liability set forth elsewhere in the agreement.

19. IP Addresses

- 19.1 Except where otherwise specified by SaskTel, IP addresses and e-mail addresses assigned to you by SaskTel during the term of this Agreement remain the property of SaskTel or its suppliers at all times.

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– *Continued***20. Disclaimer and Limitation of Liability**

20.1 THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHER, WE DO NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE IS WITH YOU. WE MAKE NO EXPRESS WARRANTIES AND WAIVE ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SERVICE OR ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY OUR REPRESENTATIVES OR US SHALL CREATE A WARRANTY. SASKTEL AND ITS SUPPLIERS AND THEIR RESPECTIVE EMPLOYEES AND AGENTS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICE OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, OUR CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU DURING THE PREVIOUS THREE (3) MONTHS. FURTHERMORE, WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM: OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICE; YOUR RELIANCE ON OR USE OF THE SERVICE; OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSIONS, OR ANY FAILURE OF PERFORMANCE OF THE SERVICES; THE USE OF THE SERVICE BY YOU OR A THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; AND THE USE OF THE SERVICE BY YOU OR A THIRD PARTY THAT INFRINGES DEFAMATION, PASSING OFF, UNFAIR COMPETITION, OR OBSCENITY LAWS INCLUDING ANY COMMUNICATION TRANSMITTED IN CANADA THAT IS "OBSCENE" AS DEFINED BY THE CANADIAN CRIMINAL CODE. WE ARE NOT LIABLE FOR ANY LOSSES, DAMAGES, COSTS, EXPENSES, LIABILITIES AND CLAIMS ARISING OUT OF BODILY INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE CAUSED BY OR TO WATERCRAFT OR AIRCRAFT, WHERE THE SERVICE IS USED FOR OR IN CONNECTION WITH WATERCRAFT OR AIRCRAFT.

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20. Disclaimer and Limitation of Liability - *Continued***20.2 Third Party Beneficiary**

SaskTel's supplier and contractors in providing the Service, Barrett Xplore Inc. and its dealers are the intended beneficiaries of this Agreement. You agree that Barrett Xplore Inc. on its own behalf, and in its own name or on behalf of its dealers, may bring such legal proceedings as Barrett Xplore Inc. may think advisable for the purposes of enforcing this Agreement, as if Barrett Xplore Inc. were a direct party to this Agreement and without SaskTel being a party to any such proceedings.

21. Termination

21.1 Either you or we may terminate this Agreement at any time after the initial term upon one month prior written notice given to the other party. If you should fail to pay the Fees or to pay any other amount owed to us at the times and in the amounts specified, or otherwise breach this Agreement, we may terminate the Service without notice and without any liability whatsoever. Reactivation of the Service may result in a reactivation charge payable by you as established by us. If we are prevented from providing the Service by any law, regulation, requirement, notice or ruling issued in any form whatsoever by judicial or government authority, or decide to cease offering the Service, you acknowledge and agree that we may immediately cease providing the Service without any liability to you.

21.2 If you terminate the Service for your convenience before the expiry of the initial term of the Service Plan chosen by you, or if we terminate the Service for your breach of this Agreement, including the failure to pay any and all amounts when due under this Agreement, you will pay to us the lesser of: (1) \$450.00; or (2) the monthly charge for the Service for the remainder of the term of your chosen Service plan from the date of termination. You agree that such sum is a genuine pre-estimate of liquidated damages resulting from such termination and is not a penalty.

22. Service Support

22.1 The Service includes technical support 24 hours per day, seven days per week. For general inquiries about the Service or for billings issues or questions you should call the following number 1 800 SaskTel (1-800-727-5835). For technical support assistance call: 1-800-773-2121.

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- 23.1 To the extent permitted by applicable law, unless SaskTel agrees otherwise, any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise and whether pre-existing, present or future - except for the collection from you of any amount by SaskTel) arising out of or relating to: (a) this Agreement; (b) any equipment You purchase from a SaskTel authorized Dealer phone or the Service; (c) oral or written statements, or advertisements or promotions relating to this Agreement or to a product or the Service; or (d) the relationships which results from this Agreement (including relationships with third parties who are not parties to this Agreement), (each, a "Claim") will be referred to and determined by private and confidential arbitration before a single arbitrator. Such arbitration shall be conducted according to SaskTel's Arbitration Protocol found at www.sasktel.com or its replacement site from time to time. You waive any right You may have to commence or participate in any class action against SaskTel related to any Claim and, where applicable, You agree to opt out of any class proceeding against SaskTel otherwise commenced, whether SaskTel is the sole defendant, or one of several other defendants, named in the Claim. If You have a Claim, You should give notice to arbitrate to SaskTel, 13th Floor, 2121 Sask. Drive, Regina, Saskatchewan, S4P 3Y2, Attention: Vice President Corporate Counsel & Regulatory Affairs. If we have a Claim, we will give You notice to arbitrate at your last known address of record. Some jurisdictions may not allow the use of compulsory arbitration or the waiver of rights to participate in a class action. If applicable law renders clauses requiring mandatory arbitration or the exclusion of the right to participate in a class action void, the provisions of this section shall be subject to severance in accordance with this Agreement. Nothing in this section is in any way intended to prevent or limit You from taking a complaint about the Service to The Commissioner for Complaints for Telecommunication Services (CCTS) for investigation as long as SaskTel is participating as a member in such complaint investigating program and as long as the Service and the complaint are matters over which CCTS has jurisdiction.

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24.1 Neither party will be responsible to the other for any failure or delay in its performance under this Agreement occasioned by any causes beyond its control including, without limitation, any acts or omissions of the other party, acts of civil, governmental or military authority, fires, epidemics, floods, earthquakes, riots, wars, international trade embargoes, insurrections, trade restrictions, customs delays or rejections, government restrictions, temporary or permanent government expropriations, solar flares, satellite failures or malfunctions, or acts of God. If any such delay occurs, any applicable time period is automatically extended for a period equal to the time of the delay, provided that the party affected makes reasonable efforts to correct the reason for delay and gives to the other party prompt notice of the delay.

25. Assignment

25.1 You have no right to sell, transfer, assign or sublease this Agreement or the Service. We may sell, assign or transfer this Agreement without your consent. You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights, benefits and obligations we have now. You agree that the rights of the new owner will not be subject to any claim, defense or setoff that you may have against us.

26. Customer's Waiver

26.1 To the extent not prohibited by law or statute, you hereby waive the benefit of all provisions of all applicable conditional sales, regulatory, credit or other statutes and all regulations made there under in any applicable jurisdiction which would in any manner affect, restrict or limit our rights and remedies under this Agreement.

27. Severability

27.1 Any provision of this Agreement, which is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement.

28. Binding Nature

28.1 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

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29. Miscellaneous

29.1 Your obligation to pay the Fees and other sums and all other obligations hereunder shall be absolute and unconditional and are not subject to any abatement, setoff, defense or counterclaim for any reason whatsoever. You agree that any delay or failure to enforce our rights of this Agreement does not prevent us from enforcing any right at a later time. All of our rights including the indemnities set out in this Agreement will survive the termination of this Agreement. You acknowledge receipt of a copy of this Agreement.

30. Time of the Essence

30.1 Time shall be of the essence of this Agreement.

31. Currency

31.1 All monetary amounts in this Agreement are expressed in Canadian funds.

32. Governing Law

32.1 This Agreement is to be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties are to be governed by, the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein. Each of the parties hereby submits to the jurisdiction of the courts in the Province of Saskatchewan. Each of the parties waives any right, and agrees not to apply to have disputes hereunder tried or otherwise determined by jury, except where otherwise required by law.

33. Notices

33.1 All notices required or permitted under this Agreement must be in writing and delivered in person or by courier or sent by facsimile to: (i) SaskTel at 2121 Saskatchewan Drive, Legal Department 13th Floor, Regina, Saskatchewan, S4P 3Y2 facsimile: 306-569-8445, Attention: Vice President Corporate Counsel & Regulatory Affairs, and (ii) Barrett Xplore Inc. at 625 Cochrane Drive, Suite 1000, Markham, Ontario, L3R 9R9, Facsimile: 1-866-376-6940 Attention: Vice President, General Counsel, or to such other address or facsimile number that a party may from time to time give notice of to the other party. A notice is deemed to have been given and received on the day it is delivered, if delivered in person or by commercial courier, or on the day on which transmission is confirmed, if sent by facsimile. If such day is not a Business Day, then the notice is deemed to have been given and received on the next Business Day.

End

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(Reserved for future use)

(Reserved for future use)