





**SaskTel Wi-Fi Network** – *Continued*

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**Host Terms and Conditions** – *Continued*

7. SaskTel shall, at its own cost;
  - (i) ensure that all Equipment is installed in accordance with all relevant fire and building code requirements in force at the time of installation, and
  - (ii) be responsible for the provision, installation, maintenance and repair of the Equipment installed by SaskTel during the Term.
8. The Equipment will remain the property of SaskTel at all times, and will not become a fixture despite any legal principle to the contrary. The Host agrees that it has no legal or equitable ownership interest in the Equipment, shall not make any claim to the contrary and will not alter the equipment or its location without consent of SaskTel.
9. All Equipment will be installed, maintained and removed at the sole expense and risk of SaskTel. SaskTel agrees to repair any damage to the premises and any components or systems in it or serving it that are caused or contributed to by the installation, maintenance or removal of the Equipment.
10. SaskTel will be liable for and indemnifies and saves harmless the Host, from and against any and all losses, suits, actions, causes of action, proceedings, damages, costs, claims and expenses (collectively, the “Losses”) arising from physical damage to any tangible property or bodily injury, including death, to any person caused by or arising out of any negligent act or omission or wilful misconduct of SaskTel relating to SaskTel’s placement of the Equipment on the premises and the use and occupation of the premises to that extent. SaskTel will not be required to indemnify the Host to the extent any such Losses are caused by a negligent or wilful act or omission of any of the Licensor. In no event will SaskTel be liable for or indemnify and save harmless the Host from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.
11. Where it is determined that the Equipment or its functioning is causing damage to the Host or its property or interests, the Host may require SaskTel to remove, disable or modify its functioning to the extent it is no longer causing such damage. If SaskTel is unable to remove, disable or modify the Equipment or its functioning, the Host shall be entitled to effect immediate removal, disablement or modification, whichever is the least intrusive measure in the circumstances.

