

## Satellite Access Service Agreement

# Attachment C1

## LinkStar™ Service & Product Description

### RAMTelecom Corporation

5310 Canotek Rd. Unit 16  
Ottawa, ON, Canada  
K1J 9N5  
Tel: (613) 747-1836  
Fax: (613) 747-6606

[www.ramtelecom.ca](http://www.ramtelecom.ca)

(Version 1 - 20040620)

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## 1. Service Description

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RAMTelecom's LinkStar™ Service is a satellite-based network that provides Customers with a bandwidth on demand (BoD) communications service, using Customer Premise Equipment (CPE) terminal through a gateway hub to a terrestrial network. This service shares capacity of a total network with many different Customers and users supporting many different applications. This allows RAMTelecom Customers, no matter what their size or requirements to take advantage of satellite's ubiquitous coverage and flexible service delivery.

The Customer may subscribe to the service as a single subscriber, multiple subscribers, or as a private network subscriber. Subscription (airtime) and Service Plans are in place to meet the requirements of the Customers. Together with terminal hardware and installation it is a total package that is quite affordable. Channel partners will have the opportunity and ability to purchase dedicated portions of the satellite network for aggregating bandwidth amongst their subscriber base.

### 1.1 Service Plans

Customers will subscribe to the RAMTelecom service by selecting an initial Service Plan that best meets their needs. The LinkStar Service requires a LinkStar satellite terminal at the Customer premises. Other standard Service Plans may be introduced in the future as dictated by market demands.

RAMTelecom offers LinkStar Service Access plans targeted at different market segments such as Corporate, Government, Communities and Channel Partners. The retail pricing varies for each Access Plan and is based on the aggregate transmit/receive bandwidth, the quantity of monthly Gigabytes (GB) transfer allowances, and Constant Rate Assignment (CRA) parameters. All charges for the Customer's service are represented on Form B – Satellite Access Service Application which was provided to the Customer by an Authorized RAMTelecom Representative. The application requires the Customer's signature in order to proceed with the commissioning of the service. By signing the application, Customer acknowledges to have read and Customer accepts the Agreement Terms and Conditions (Form C) for the service and the purchase of the equipment as well as the terms set forth in this document (Attachment C1).

Customer charges for services are determined and invoiced on a monthly basis. The Customer is obligated to pay, in advance for the next period, the fees associated with the Access plan's basic Monthly Rate for the service, GB throughput allowance per month, and any other fees such as Constant Rate Assignment charges, IP Addresses management charges, and Support Program charges, plus any additional charges such as throughput overages in megabytes (MB) and service fees that may have accrued during the previous period.

### 1.2 Access Service Data Rate Explanation

All Access Plans have throughput speed groups.

#### Downloads (Receive Data Rate):

The Internet is a shared environment and the data rate of the Internet itself is affected by the amount of use experienced at any given moment. Download speeds on the LinkStar Service also vary based on network loading conditions, but are generally available at the published rates. Most of the time, they are faster than rated, and sometimes a little slower. All service data rates are divisible by the number of users attached to the remote subscriber terminal. For example, the 1024 kbps service with 2 concurrent (users downloading at the exact same time) users (on a remote LAN) will deliver to each user about 512 kbps. As soon as one user download is finished, all available bandwidth is then allocated to the remaining user(s).

### Uploads (Transmit Data Rate):

The LinkStar Service is an asymmetrical service, meaning that proportionately most of the bandwidth is used for downloads with a minimum amount dedicated to uploads. Therefore, the Access service is not designed to host servers (i.e. Web server, video server, etc.) behind the remote subscriber terminal.

The LinkStar Service provides “always on” return channel capabilities. Upload rates can burst up to the published peak rates. Most of the time the upload speeds range from about 20% to 40% of the maximum upload data rates. Upload speeds are based on the application and payload size of the transmission. For example, URL requests (web page requests), which use http, are so small that the limited transmit bandwidth does not degrade the web session performance. Http is, therefore normally allocated speeds as low as 20% to 7.5% of the peak transmit rate. Additional bandwidth for FTP is allocated when available (for larger files) up to approximately the maximum upload peak transmit rate.

### **1.3 Upload Constant Rate Assignment Option**

Each Access Plan has a Constant Rate Assignment assigned to the plan's peak transmit rate. Customers can purchase additional Constant Rate Assignment in increments of 8Kbps.

The term “Constant Rate Assignment” in the VSAT service industry differs from that of Frame Relay or DSL, in that all VSAT satellite bandwidth is oversubscribed and, although these rates will typically be achieved, they are service objectives and are not rate guarantees.

### **1.4 IP Addresses**

This service allows Customers to access the Internet via the RAMTelecom LinkStar hub. All LinkStar modems have a private IP address assigned to it and are networked using Network Address Translation (NAT). A NATed static public IP address can be assigned to a modem upon request and may have a monthly management fee associated with it. All public IP addresses are NATed at the hub. Port forwarding services will be provided as part of the IP Address management service.

## **2. Licensing, Activation, Shipping**

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Activation fee is a fixed fee for commissioning the system in the network which involves activities related to the proper alignment and polarization with the satellite operator (Telesat Canada).

Licensing yearly fee is an Industry Canada fee required for each satellite system operating within the Canadian marketplace.

All up-front shipping charges are estimates only and subject to change. Any adjustments will be reflected on the next scheduled invoice.

### 3. Remote Earth Station Equipment

There are several standard remote earth station terminal configurations to choose from, based on the Customer's geographical location, desired data rate, types of services and site requirements. All LinkStar modems must be purchased from RAMTelecom in order to be properly commissioned for service.

Description
LinkStar Modem, 2W BUC, LNB
LinkStar Modem, 4W BUC, LNB
.96m Antenna
1.2m Antenna
1.8m Antenna
2.4m Antenna
Standard Roof Mount
Standard Wall Mount
Standard Ridge Mount

### 4. Installation Charges

The Installation charges are estimates which are based on information provided by Customer during the sales process using the one-page Pre-Sales Site Survey. Once the Application for service has been accepted by RAMTelecom, The Customer is required to complete a comprehensive site survey (Form E – VSAT Pre-Installation Site Survey) for each installation site. When Form E has been completed, the Program Manager will analyze it. The Customer may be contacted to discuss any charges which may be different than initially estimated.

#### 4.1 Installation charges and zoning

Installation charges are based on standard zones defined by RAMTelecom. The zone definitions are as follows:

Zone	Definition
1	0 to 100 km from Field Service Center. Field service Centers are defined as cities where we have installers located.
2	From 100 km of Field Service Center to the 55th parallel in British Columbia, Alberta, Saskatchewan and Manitoba. From 100 km of Field Service Center to the 50th parallel in Ontario, Quebec and Newfoundland and Labrador.
3	North of the 55th parallel in British Columbia, Alberta, Saskatchewan and Manitoba to the edge of the provinces. North of the 50th parallel in Ontario, Quebec and Newfoundland and Labrador to the edge of the provinces.
4	North of the 60th parallel

**Note 1:** Pricing is for maximum 2 story buildings, Incremental pricing for buildings taller than 2 stories shall apply.

**Note 2:** Pricing assumes that all sites are accessible using all -seasoned paved (Zone 2) and unpaved (Zone 3) public highways

## 4.2 Other Installation Activities: Moves, Additions and Changes:

Other post installation activities such as the list below are subject to additional charges:

Service	Description
De-install satellite terminal	Disassembly and removal of antenna and mount
Antenna Move (same roof)	Move antenna and mount to different location on Same roof (includes new roof pad). There will be double charges if it requires temporary and permanent move on separate days.
Move indoor electronics only	Power off indoor electronics and move to new location. Commission electronics at new location.
Abort Trip Charge	Applied if installer was properly notified of the site and scheduled a date, traveled to the site and then instructed to return at a later date to perform the service.
New Cable (installed)	Pull new cable run.
Roof Pad (installed)	Provide or replace roof pad.
Non-concurrent site survey	Pre-Installation site visits to determine antenna location, mount type, cable routing, and terminal location. Includes: photographs, completed drawings and survey documents and Customer acknowledgment.
Re-point satellite antenna	Re-pointing of satellite to a different satellite.
Non-standard roof mount	Antenna mount that is other than the typical non-penetrating roof mount for level surfaces.
Customer Requested Shipping	Shipment other than RAMTelecom's standard method
Extraordinary Expenses	Non-standard installation costs.

## 4.3 Installation Process

The Authorized RAMTelecom Representative will review the Sales Order with Customer to ensure all required information has been provided. Once the Sales Order is completed and approved by the RAMTelecom Finance department, it will be forwarded to a RAMTelecom Program Manager to facilitate implementation of the installation process. Customers will receive confirmation of receipt for their order within forty-eight (48) business hours from the time the order is received by the RAMTelecom Program Manager. RAMTelecom will provide a turn-key installation of the satellite equipment at the Customer's location.

The sale is considered final when:

- a. Financial approval for the delivery has been given
- b. The site survey is complete
- c. A contract has been signed by the Customer, and
- d. Contact has been made with the Customer to confirm all installation details.

In order for the installation to proceed on schedule, the responsibilities have been broken into three parts:

#### 4.3.1 Customers Responsibilities

- A. At least thirty (30) days prior to the scheduled commencement of work at each site, the Customer must provide RAMTelecom's Program Manager with site contact information for coordination of activities as well as the completed Form E – VSAT Pre-Installation Site Survey.
- B. Make a reasonable attempt to provide uninterrupted access to sites between the hours of 8:00 a.m. and 6:00 p.m. local time on days when RAMTelecom equipment is being installed or scheduled to be installed. Installations scheduled by the Customer to take place before 8:00 a.m. or after 6:00 p.m. local time or on weekends will incur additional expenses.
- C. Obtain and maintain, if required, all permits and licenses required by federal, provincial, state or local authorities for construction, test and operation of the equipment.
- D. Obtain landlord approval, if required, for installation.
- E. Provide information for each installation site regarding structural details, site elevations and site plans, including the location of all underground utilities if needed. The Customer agrees that any extra costs arising from damage to underground utilities not accurately indicated in the information provided shall be borne solely by the Customer, except to the extent resulting from the willful or intentional acts or omissions of RAMTelecom, its employees, agents or its subcontractors.
- F. Safely protect installed equipment.
- G. Provide and install, if necessary, suitable electrical power for use during installation and subsequently for operation of installed equipment, agreeing that all provided power will be at the installed equipment location and that power provided by un-interruptible power source (UPS) is preferred for best system availability.
- H. Supply the interface cabling between the RAMTelecom equipment and the Customer's network equipment.
- I. Sign the Certificate of Completion for each site when installation has been properly completed.

#### 4.3.2 RAMTelecom's Responsibilities

RAMTelecom's Program Manager will perform the following tasks in order to meet the agreed upon installation date:

- A. Review the Customer's order to determine the equipment configuration that is to be installed.
- B. Review Form E completed by Customer in order to understand the installation environment.
- C. Contact the Customer to review the site survey and discuss any abnormalities.
- D. If it is determined from the Customer provided Form E that permits must be obtained from governmental authorities for the installation of the RAMTelecom equipment. RAMTelecom's obligation will be to provide its standard documentation with respect to obtaining the required permit. The standard documentation includes product description literature, weight and dimensional drawings and wind load calculations. Any additional expenses to obtain the required permit, including the production of specialized documentation beyond RAMTelecom's standard documentation, or the sealing of drawings by a Licensed Professional Engineer, will be charged to Customer at cost plus a 15% administrative fee.

- E. Assist the Customer with obtaining landlord approvals by providing RAMTelecom's standard documentation and being reasonably available to provide technical information over the phone.
- F. Verify that the RAMTelecom equipment has been received for installation, and that the installation has been scheduled.

Installation activities are as follows:

- A. Making contact with Customer's representative on-site and reviewing the installation work to be accomplished.
- B. Installing the satellite antenna and associated electronics, at each site, in a location agreed upon between RAMTelecom and the Customer site representative. RAMTelecom's responsibilities for installation will include:
  - 1. Installing a standard non-penetrating roof or wall mount for the satellite antenna.
  - 2. Erecting antenna on the antenna mount.
  - 3. Connecting the antenna to an existing ground within 50 feet or provide one (1) 5/8" by 8' round rod, clamp, and 50' of #6 copper ground wire.
  - 4. Installing outdoor RF equipment at the antenna.
  - 5. Installing IFL cable between the antenna and indoor equipment. First one hundred (100) feet of cable is included in the installation cost, additional cable is provided at \$10.00 per foot up to the maximum allowable IFL length of two hundred and fifty (250) feet.
  - 6. Pointing and peaking the antenna on the designated satellite.
- C. Commissioning and testing the RAMTelecom equipment with the RAMTelecom Network Operations Center to verify proper operation.
- D. Providing up to one (1) hour of time to connect the Customer device(s) to the LinkStar modem and performing a test at the time of installation to demonstrate proper operation with Customer's networking equipment. Customer's equipment must be available at the time of the RAMTelecom terminal equipment installation and Customer must provide inter-connecting cabling.
- E. RAMTelecom is not responsible for the following items:
  - 1. Screening, shielding or any special painting of the antenna.
  - 2. Any requirement to appear at permit hearings or to provide any permitting documentation other than standard documentation.
  - 3. Cable installation requiring trenching in normal soils, rock, concrete, asphalt or in decorative areas; or penetration of steel plates.
  - 4. Installing buried conduit or installing conduit as protection for IFL.
  - 5. Installing IFL cabling along the exterior of buildings more than 35 feet high.
  - 6. Installing Customer's supplied cabling more than 35 feet in length to connect Customer's equipment.

7. Use of cranes or bucket trucks to obtain access to otherwise inaccessible equipment or cable locations.
8. Requirement to use union labor (cost in excess of RAMTelecom's normal non-union labor charges).
9. Non-standard mounts or foundations.
10. Requirement to use Teflon cable or EMT conduit.
11. The price of the installation does not include:
  - i. Shipping of the equipment from the warehouse to the Point of Delivery.
  - ii. Extra Ballast if required for the NPRM.
  - iii. Non standard installation items which include:
    1. Conduit.
    2. Line amplifiers
    3. Cable trays or raceways.
    4. Threaded rods
    5. Internal brackets for Wall mount.
  - iv. Sleepers for the leveling of NPRM's
  - v. Insulation.
  - vi. Installation of a pole or mast. (if required)

The above mentioned (Paragraph E) items are the responsibility of the Customer. If any of these items are required in order to complete an installation, then the Customer will be informed by the Program Manager and the work must be completed prior to the installer visiting the site. RAMTelecom will provide the specifications for the work to be completed.

The price of the installation will normally include: Any travel and living cost incurred by the contractor while performing the installation. (Excluding Zone 3 where driving is not an option and Zone 4)

- a. Ballast for NPRM's
- b. Minor parts which are necessary for the due completion of the work.
- c. Consumable items which include:
  - a. Up to 100 feet of RF cable.
  - b. Connectors
  - c. Electrical and Rubber tape.
  - d. Tie wraps and cable clips.
  - e. Antenna Mount Hardware
- d. The Physical installation of the Indoor Unit, Outdoor unit, Antenna and mount.

#### **4.3.3 Installers Responsibilities**

The installer is required to:

- a. Follow all installation procedures as laid out in the RAMTelecom installation manual.
- b. Contact the Customer before arrival to discuss the time of arrival.
- c. Survey the site upon arrival and plan a course of action.
- d. Lift all of the required equipment to the roof if necessary. (as long as the height is reasonable)
- e. Install the NPRM or Wall Mount.
- f. Install the antenna on the mount.
- g. Install and terminate the RF cable from the Indoor unit to the Outdoor unit. (Max 100 ft)
- h. Clearly mark the TX/RX cable.
- i. Install the Indoor unit in the designated location.
- j. Align the antenna.
- k. Commission the terminal.

- l. Do a cross pole test with the NOC.
- m. Test internet connectivity.
- n. Surf the Internet from the terminal as proof of connectivity.
- o. Take pictures of the Installation
- p. Have the Customer sign the work order when the work is completed
- q. Conduct and maintain a professional manner while on the clients' site. The installer must adhere to the Customer's standards while following safe installation practices.
- r. Protect all trees, shrubs and grass if possible, consistent with the work required.
- s. Protect from damage, buildings, improvements and utilities consistent with the work required.
- t. Clean up the site when the work is completed. This includes removing garbage and packaging.
- u. Restore the site to a neat, clean and satisfactory condition.

At the completion of installation, RAMTelecom staff will review with the on-site Customer representative, the installation, and request that a Certificate of Completion be signed to signify satisfaction with the installation.

From time to time, Customers may require additional services from RAMTelecom, including moves, additions and changes. These services are available and are subject to additional charges.

In the event the Customer elects to install the products themselves, there will be two options.

1. The Customer must attend the standard RAMTelecom classroom equipment training session at standard cost, \$400.00 (in Ottawa). or
2. The Customer may receive on-site training, by a RAMTelecom trained representative, for the first two installations. The Customer will be charged normal installation fee(s), plus a \$1,200.00 per site training fee, travel and accommodations.

## 5. Technical Services and Warranty

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**Note: Installation or Tampering with the RAMTelecom supplied products by untrained or unqualified personnel will void the warranty.**

The ongoing technical support and maintenance of the RAMTelecom satellite network is of paramount importance. We maintain continuous monitoring of the service to ensure peak performance. However, electronic equipment can fail and may require technical services.

RAMTelecom will not provide technical support to installations which are not performed by qualified VSAT installers. Installation and tampering with the LinkStar modem or any component provided by RAMTelecom including, cabling, antenna, etc. by untrained or unqualified personnel (as determined by RAMTelecom) will void any and all warranties.

The following options are provided by RAMTelecom to address the Customer's technical needs.

### 5.1 Technical Support

Under the In-Warranty Service program, All Customers are provided a maximum of **Three (3) Hours per month** (non-cumulative month to month) of NOC technical support. Additional calls or service requests will be charged at the technician standard rate with a minimum of ½ hour charge. The RAMTelecom technician will inform the Customer when support surcharges apply. Customer agrees and will pay for the additional support charges through the pre-established payment method agreed to at the time of the initial commissioning of the service (Invoice, Credit card on file, etc.).

RAMTelecom provides technical support through its Network Operations Center (NOC) and duty technician

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pager service. This service is available 24 hours a day, 7 days a week. The NOC/pager system is available to Customers that may need assistance with the utilization of the RAMTelecom satellite network services or to report a technical difficulty with the RAMTelecom provided equipment.

During the Customer's first year In-warranty service period, or if the Customer has purchased the extended warranty, RAMTelecom will support the Customer's satellite terminal on a 24/7 basis. RAMTelecom provides phone technical support during normal business hours:

Monday – Friday 8:00 AM – 5:00 PM (EST)

Tel: 1-(877) RAMTEL1

After normal working hours RAMTelecom can be reached via the pager service. It is important to enter the contact area code and telephone number when contacting the pager service. The duty technician will return the call promptly.

Pager: 1-(613) 364-9401

Problems or outages may also be reported to the RAMTelecom support staff via e-mail;

support@ramtelecom.ca

RAMTelecom supports the satellite terminal and all associated equipment. RAMTelecom does not support the Customer's network unless it is part of a separate contract between RAMTelecom and Customer. In cases where the Customer loses Internet connectivity due to changes in the Customer's internal network such as software updates, program changes or network reconfiguration, viruses, denial of service attacks, etc., RAMTelecom will not be responsible for re-establishing the Customer's connectivity once we have determined that the satellite link is fully operational. This will be determined by our technician accessing the Customer's satellite terminal from our NOC.

Before contacting the NOC, the Customer should first refer to the Basic Trouble Shooting Guide in the product manual.

If the Customer is unable to resolve the issue, the Customer may then contact the NOC via phone, fax or email. The Customer should provide the following information to enhance the efficiency of service.

Customer Name and Phone Number:

Location:

Contact Name.

Site phone number if different.

Description of Problem:

The NOC will open a service ticket and begin diagnostics to resolve the problem. If the problem cannot be resolved while the Customer is on the phone, the NOC will escalate accordingly and follow-up with the Customer on status and/or resolution.

## **RMA**

If the difficulty or problem is determined to be hardware related, the NOC will issue an RMA (Return Material Authorization) for the end Customer to return the equipment for repair to RAMTelecom's designated repair facility.

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## Onsite Service

If the Customer requires on-site services, the NOC will dispatch a RAMTelecom repair agent, with appropriate spare equipment for an on-site service call to repair or replace the unit and restore service to Customer.

Normal service will typically be restored within two (2) hours of the technician arriving on site. On-site escalation procedures shall apply:

- A. If the field service technician cannot repair or otherwise resolve the hardware maintenance problem within two (2) hours after arrival on-site, the technician will contact the RAMTelecom Network Operations Center (NOC) supervisor.
- B. If the problem cannot be identified within four (4) hours after the field service technician's arrival on-site, the NOC will report the problem to the Operations Manager.
- C. If the problem is not identified within six (6) hours after the field service technician's arrival on-site, the RAMTelecom General Manager will be notified and an appropriate course of action will be discussed with Customer.

## Onsite Technical Services

On-site technical services are available should the Customer require a satellite technician to perform work beyond service/repair call outs. An estimated number of hours/days for on-site technical services can be provided upon request, by and authorized RAMTelecom representative. RAMTelecom labour rates described below shall apply. Travel, lodging and meal expenses shall be charged separately at cost plus 15%.

## 5.2 Warranty

RAMTelecom provides a 1 year return to manufacturer warranty on parts and labour for the electronic components. During the In-Warranty service period and the Extended Warranty period, RAMTelecom will replace the defective unit at no charge to the Customer.

Except as expressly provided in this Attachment or to the extent otherwise agreed to in writing by RAMTelecom and/or the end Customer, RAMTelecom is not responsible nor does it assume any liability from the performance, repair or warranty with respect to any equipment provided by third parties.

## 5.3 Support & Maintenance Program

RAMTelecom offers several Support & Maintenance Services:

**In-Warranty Service** (1 Yr included as part of the basic price of the system)

- 1. 24/7 RF/satellite tech phone support. **3 Hours per month** (non-cumulative month to month), additional hours charged at standard labour rates.
- 2. Failed component IDU/ODU repair/replacement at no cost.
- 3. Labour charged at current rates for on-site repair call outs.
- 4. Travel and accommodations for repair call outs at cost plus 15%.
- 5. Shipment of replacement parts at cost plus 15%.
- 6. Application support charged at current labour rates.

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**Out of Warranty Service (After 1 yr)**

1. 24/7 RF/satellite tech phone support charged at standard labour rates.
2. Failed unit repair/replacement at current hardware pricing or at manufacturer repair cost plus 15%.
3. Labour charged at current rates for on-site repair call outs.
4. Travel and accommodations for repair call outs at cost plus 15%.
5. Shipment of components at cost plus 15%.
6. Application support charged at current labour rates.

**Extended Warranty Service (Purchased in advance with the equipment order)**

1. 24/7 RF/satellite tech phone support. **8 Hours per month** (non-cumulative month to month), additional hours charged at standard labour rates.
2. Failed component IDU/ODU repair/replacement at no cost.
3. Labour charged at current rates for on-site repair call outs.
4. Travel and accommodations at cost plus 15%.
5. Shipping of components at cost plus 15%.
6. Application support at current Labour rates.

NOTE: Customer cannot purchase the Extended Warranty Service during or after the initial contract term for service unless the charges for these services are paid retroactively to the beginning of the term.

**Preventative Maintenance Package (Purchased at anytime)**

This package is offered in order to ward off problems before they can occur. Preventative maintenance should be done on an annual basis. An estimated number of hours/days can be provided by and authorized RAMTelecom representative. RAMTelecom labour rates described below shall apply. The required on-site time will depend on the size, type and complexity of the satellite system installed at the customer site. (typically 1 – 4 hrs)

The preventative maintenance package includes:

1. Clean, test and re-align outdoor units.
2. Check connectors and cables.
3. Reseal connectors.
4. Clean indoor units and cabinet.
5. Test all connections and cables.
6. Update software.
7. Install any modifications.
8. Repair any defects.
9. Fully test the entire system.
10. Travel and accommodations at cost plus 15%.

**Other Support & Maintenance Options**

1. Customer can be better prepared for any extended down-time in case of hardware failures by purchasing IDU/ODU spare parts. This can be used during a failure while the original equipment is being repaired or replaced through the RMA process.
2. Purchase of Prepaid technical support hours which could be used for (See prepaid services for rates)
  - a. On site visits, excluding travel and accommodations.
  - b. Applications support.
  - c. Testing of new applications and hardware.
  - d. Out of warranty tech support.
  - e. Preventative maintenance.

## 5.4 Shipping Charges

All shipping and handling costs for the fore mentioned services will be the responsibility of the Customer using the Customers preferred carrier and account.

All Shipping costs incurred by RAMTelecom on the Customer's behalf will be charged at cost plus 15%.

Customer agrees and will pay for the additional support charges through the pre-established payment method agreed to at the time of the initial commissioning of the service (Invoice, Credit card on file, etc.).

## 6. Additional Terms and Conditions

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1. Installations/maintenance/repairs performed by non qualified installers will void any and all warranties unless such work is approved by RAMTelecom. RAMTelecom will determine whether or not the member doing such work is qualified.
2. Systems installed by a client are not eligible for a maintenance contract.
3. Warranty is available for components sold by RAMTelecom only.
4. Damage caused by/due to the following items are not covered under warranty:
  - a. repairs resulting from physical damage or improper use of the equipment or operation other than in accordance with the operation manuals, including the failure to keep the equipment free from dust, grime, water or other liquids, or failure to provide sufficient airflow or supply of power free from significant or frequent power surges;
  - b. acts of God;
  - c. power failure; fire; flood; water; high winds (exceeding wind load specifications); tornadoes; lightning.
  - d. vandalism.
5. If access is denied to service technician during a site visit then a Service Abort fee will apply.
6. Non RAMTelecom authorized alterations, such as dish moves due to roof work or Customer performed dish moves. In all such cases any resulting dispatches will be billed to Customer on a time and materials basis.
7. Equipment that is returned to RAMTelecom for repair and it has been found to be a "no fault found" unit, then the Customer will be billed \$350.00 for testing and evaluation. In addition normal shipping charges will apply.
8. Any replacement parts will be new or equivalent; replaced parts become the property of RAMTelecom.
9. If RAMTelecom support deems it necessary for the Customer to return equipment to be repaired, a return material authorization (RMA) number will be issued. In the event of warranty expiration or per incident arrangements for hardware repair services, the Customer will provide RAMTelecom with a purchase order number prior to receiving an RMA number.
10. RAMTelecom also provides a 30 day Warranty on the Installation workmanship.

## 7. RAMTelecom Labour Rates

### 7.1 Standard Rates

Technician Standard Rate	\$95.00 / hr
Travel/Meals/Accommodation	Cost plus 15% administration fee.
Vehicle Travel Rate	\$0.45 per kilometer
Engineering Service	\$125.00 / hr
Application Support	\$95.00 / hr

### 7.2 Prepaid Services Rates

Hourly Rate	Prepaid hrs	Cost	Savings
\$95.00	Standard	\$95 / hr	--
\$90.00	Prepaid 20	\$1800.00	\$100.00
\$85.00	Prepaid 40	\$3400.00	\$400.00
\$75.00	Prepaid 80	\$6000.00	\$1600.00

## 8. Quality of Service

This Quality of Service (QOS) outlines the minimum service that a Customer may expect from RAMTelecom for services contracted for.

Network Performance QOS includes:

- Network Availability
- Constant Rate Assignment

The RAMTelecom Network, for the purposes of this QOS, is defined as only the Hub, Space Segments, and the Customers Remote terminals link. The RAMTelecom Network does not include:

- All Customer Premises Equipment (CPE) the RAMTelecom provided equipment which shall be governed by the warranty section above.
- Any networks or network equipment not owned or controlled by RAMTelecom.
- Cabling from the satellite modem Ethernet interface to the Customers LAN equipment.
- Internet Backhaul Services, including the Internet interconnection point at the hub, the internet backbone network and related routers and interconnect points. All of which are beyond the control of RAMTelecom.

### 8.1 Network Performance QOS

#### Network Availability:

The RAMTelecom Network will be available to the Customer, as per RAMTelecom's Access services, an average of 99.5% of the time per calendar month.

RAMTelecom's Network Availability will be measured based on the cumulative number of minutes that the RAMTelecom Network was "Unavailable," per calendar month, as solely determined by RAMTelecom. "Network Unavailability" shall mean a service outage due to failure of the RAMTelecom Network resulting in the Customer being unable to connect to remote hosts from the Customer's location. Network Unavailability" shall not include the unavailability of the RAMTelecom Network resulting from any of the following events, and "Excused Events":

- A. Network Maintenance;  
(Note: Network maintenance windows are periodically scheduled for Sunday mornings from 2:00 AM to 7:00 AM EST.)
- B. Emergency Maintenance;
- C. Problems with the Customers network or Non RAMTelecom equipment;
- D. Uncontrollable local RF interferences;
- E. Satellite operator's scheduled or unscheduled outages;
- F. Outages or service interruptions of circuits or network elements provided by other telecommunications providers or other Common carriers;
- G. Failures related to the Internet backhaul service provider's network elements, external Internet Service Providers and any Internet interconnect points or network elements;
- H. Acts or omissions of Customer or user of customer equipment;
- I. Customer equipment, facilities or applications failures;
- J. All clauses specified in the General Limitations terms and conditions of the RAMTelecom Satellite Access Service Agreement (Form C).

**Network Availability Remedy:**

If RAMTelecom determines that the RAMTelecom Network was unavailable during a calendar month, for each Customer service that is affected by such and for each cumulative hour this 99.8% Network Availability was not met, the Customer is eligible to receive a one (1) day credit of the RAMTelecom Service Monthly Fee per month, for the month in which the Network Unavailability occurred.

**Constant Rate Assignment (CRA):**

Each Access Plan has a Constant Rate Assignment (CRA) assigned to the plan's peak transmit rate. The LinkStar modem has a ramp up time of 10 seconds before the transmit rate is achieved and, although, these rates will typically be achieved, they are service objectives and are not rate guarantees.

**Constant Rate Assignment Remedy:**

RAMTelecom measures the bandwidth consumption and oversubscription on an hourly basis using an advanced IP bandwidth management system. The Constant Rate Assignment measurement is based on the lowest measured peak rate obtained during a 4 hour period while the gateway hub return channel averaged 100% congestion over that same period.

If RAMTelecom determines in its sole discretion that the monthly CRA was not met during a calendar month, for each Customer service that is affected by this performance, the RAMTelecom Customer is eligible to receive a one (1) day credit of the RAMTelecom Service Monthly Fee.

## 8.2 Service Claim Process

The Customer can only claim for a Service Credit against one of the above remedies at a time.

To initiate a claim for service Credit with respect to the Quality of Service (QOS) described herein, Customer shall notify RAMTelecom, within 18 hours after the event occurred, of Customer's intent to submit a claim and shall submit to the RAMTelecom General Manager, via email, a Service Credit Request with complete details, within two (2) business days after the end of the month in which the event occurred that gives rise to the claim for Service Credit.

RAMTelecom will acknowledge receipt of all Service Credit Request via email within forty-eight (48) hours after such receipt and will review all requests within ten (10) business days after such receipt. Customer will be notified via email upon resolution of the request. Customer shall cooperate with RAMTelecom in the Service Claim investigation. When Service Credit Requests are submitted, the Customer shall pay its entire service bill, and shall not setoff any Service Credits it would anticipate receiving from RAMTelecom.

## 8.3 Service Credit

RAMTelecom will issue a Service Credit to Customer's account upon approval of its Service Credit Request. Service Credit will appear on the invoice issued in the month following the month in which the service Credit Request was approved. RAMTelecom shall not be held liable for failure to fulfill its obligations hereunder if such failure is due to an Excused Event as set forth above:

For purpose described herein, a one (1) day credit of the RAMTelecom Service Monthly Fee" is equal to 1/30th of a RAMTelecom Access service's monthly recurring access charge (excluding any throughput MB over usage charges). Service credits will not be compounded in any given month. Service Credit Requests are evaluated per service, per month. Service Credits delivered as remedies in conjunction with QOS described herein represent RAMTelecom's sole responsibility and the Customer's sole remedy related to the Access service(s) to be provided under RAMTelecom Satellite Access products.

RAMTelecom shall provide its service in accordance with this QOS, and the Customer's sole remedy for failure of RAMTelecom, to provide such QOS related to RAMTelecom's Satellite Access service products is described herein. A QOS, and/or warranties, other than the Networks Performance QOS listed above and as described herein, whether expressed or implied are hereby disclaimed, including warranties of merchantability and fitness for a particular purpose.