



Remote Desktop Management System Service Agreement and Order Form

For existing customers

Please fax the completed RDMS Agreement to (416) 214-6238 (Attn: Provisioning Department).
We will then arrange to set up your service.

1. COMPANY INFORMATION (please print)

Company Name: _____ Account Number: _____

Technical Contact

Name: _____
Phone Number: _____
Email: _____

Billing Contact

Name: _____
Phone Number: _____
Email: _____

2. NUMBER OF FREE SEATS

Please check off the Business Internet/Co-location service you have from Pathway.

	Service	Number of Free Seats		Service	Number of Free Seats
Co-location			LAN Extension		
<input type="checkbox"/>	Full Cabinet	50	<input type="checkbox"/>	Fibre	40
<input type="checkbox"/>	1/2 Cabinet	30	<input type="checkbox"/>	T1	20
<input type="checkbox"/>	1/3 Cabinet	20	Digital Service		
<input type="checkbox"/>	Shared Co-location	10	<input type="checkbox"/>	256K ISDN	20
Broadband			<input type="checkbox"/>	128K ISDN	10
<input type="checkbox"/>	4L Broadband	40	Wireless		
<input type="checkbox"/>	3L Broadband	30	<input type="checkbox"/>	10.0 M	10
<input type="checkbox"/>	2L Broadband	20	<input type="checkbox"/>	3.0 M	10
<input type="checkbox"/>	1L Broadband	10	<input type="checkbox"/>	1.5 M	10
<input type="checkbox"/>	VLAN	10	Cable		
<input type="checkbox"/>	SDSL	10	<input type="checkbox"/>	Cable	10

3. ADDITIONAL SEAT FEES

If you wish to purchase additional RDMS seats, review the price chart below and indicate the number of additional seats in the field provided.

Number of Additional Seats	Rate Plans	Monthly Fee (per Seat)	One time Setup Fee (per Seat)
<div style="border: 1px dashed black; width: 100%; height: 100%;"></div>	A) 1 - 9 seats	\$5.99	\$10.00
	B) 10 - 24 seats	\$4.99	\$8.00
	C) 25 - 49 seats	\$3.99	\$6.00
	D) 50+ seats	\$2.99	\$4.00





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This Service Agreement is an Addendum to the original Pathway Broadband Internet Access Agreement between 1429481 Ontario Inc. O/A Pathway Communications ("Pathway") and the Company whose name is inscribed in this Agreement ("Customer"). The expression "Customer" includes employees, affiliates and agents of the Customer to whom Pathway Communications provides the Remote Desktop Management System (the "Service"). The General Conditions Of Use of the original Pathway Broadband Internet Access Agreement including all limitations, disclaimers and indemnities continue to apply to this Addendum

By signing herein, the Customer agrees to the following specific Terms and Conditions applicable to the Services. Pathway may at any time, for any reason and without notice, halt the Service if it deems, at its sole discretion, that it is not in either the Customer or Pathway's interest to provide the Service. Pathway may also, without notice, change the terms and conditions upon which the Services are provided. The Customer will be responsible for the installation and maintenance of software necessary for use or used in conjunction with the Service. Specifically, the Customer shall comply with limitations and restrictions on use of the Service; comply with any usage policies or instructions communicated to the Customer by Pathway, as modified from time to time; not tamper with or change the Service, Service conditions or Service components; not use the Service in a manner that interferes with use of any of the Service by other Pathway clients. Pathway will not be responsible for failure to deliver the Service if the support and access, required from the Customer, to deliver the Service is withheld, unavailable or denied to Pathway.

Pathway makes no warranties of any kind, whether expressed or implied, in relation to the accessibility, accuracy, reliability, safety or quality of the Service and has no responsibility for damage suffered by any person, organization, group or entity due to loss of data, delay, non-delivery or service interruptions in using the Services, whether or not caused by the negligence, errors or omissions of Pathway or those for whom it is responsible at law. Use of the Service is at the Customer's sole risk and Customer assumes full responsibility for the accuracy, reliability, quality or effect of information obtained through the Services. The Customer specifically waives any right to any consequential damages as a result of any failure of the Service, including, without limitation, loss of data or hardware, interruption of service and damage to equipment or property and under no circumstances will Pathway be liable to the Customer or any other party for any amount, by way of Claim, whatsoever. The User agrees to indemnify and hold harmless, Pathway, its officers, directors, employees and agents from any and all claims resulting or arising from this Agreement, the User's use of the Services and any breach of this Agreement whether or not caused by the negligence or omission of Pathway or those for whom it is responsible at law.

TERM

This Service Agreement comes into effect on the later of the date when it is executed by the Customer and Pathway or when the Service is provisioned for use by the Customer. It shall remain in effect coterminous in time with the original Pathway Broadband Internet Access Agreement. In addition to representations, warranties and agreements Customer makes in this Service Agreement and the Pathway Broadband Internet Access Agreement, Customer specifically agrees that the signatory is are authorized to sign for and bind the Customer named above.

Company:

Signature: _____
I can bind the company _____
Name: _____
Title: _____
Date: _____

Pathway Communications

Signature: _____
Name: _____
Title: _____
Date: _____

