

# COMPUTER PURCHASE AGREEMENT

## TERMS AND CONDITIONS FOR THE PURCHASE OF A COMPUTER PURCHASE COMBINED WITH BELL ALIANT INTERNET SERVICES

1. **PURCHASE AND SALE:** Bell Aliant Regional Communications, L.P. ("Bell Aliant") agrees to sell you, and you agree to purchase the equipment described in the attached Schedule "A" (the "Equipment"), together with any associated software licenses relating thereto, in accordance with the terms of this Agreement. You agree that your acceptance of the Equipment shall be proof of your acceptance of these terms and conditions.
2. **CREDIT REVIEW:** When your Computer Purchase order is submitted, Bell Aliant will be conducting a credit check based on the information you provided before your order is processed. Should any issues arise during this process, you will be contacted by Bell Aliant. Otherwise, your order will be processed and no further action will be required.
3. **PURCHASE PRICE:** Customer will pay the price of the equipment noted in the attached Schedule "A", together with all applicable taxes (the "Purchase Price"), upon the terms set out in Schedule A.
4. **SOFTWARE:** You acknowledge that you are not acquiring title to or any interest in any software provided with the Equipment (the "Software") other than a license to use the Software in conjunction with the Equipment. You agree that you will use the Software strictly in accordance with the Software license applicable to such software and which accompanies the Equipment. It is acknowledged and understood by the parties hereto that the Software is incidental to the operation of the Equipment and is not Software otherwise licensed by Bell Aliant to you under a separate license agreement.
5. **INSTALLATION:** You are responsible for the installation of the Equipment. Bell Aliant shall have no liability in preparing for the installation of the Equipment or the Software.
6. **INTERNET SERVICE:** In connection with your purchase of the Equipment and Software, you must maintain Bell Aliant internet services for a period of three (3) years (the "Term"). The internet services are an integral pre-condition for this Agreement, and at any time during the Term of the Agreement, you should terminate your internet services with Bell Aliant, any amounts remaining to be owed on the Equipment, as well as any amount owed as a result of your termination of the internet services prematurely (before the 3 year term has expired), shall become immediately due and payable. The internet services are offered during the Term and are offered in accordance with the Terms and Conditions of Bell Aliant's internet service, as located on [bellaliant.net](http://bellaliant.net) and updated from time to time. Your use of the internet services must be in accordance with Bell Aliant's Internet Acceptable Use Policy, as located on [bellaliant.net](http://bellaliant.net) and updated from time to time.
7. **NON PERFORMANCE / DELAYS:** Bell Aliant shall not be liable for any loss or damage resulting from non-performance by Bell Aliant under this agreement or from any delay in delivery or installation of the equipment due to fire, labour unrest or strikes, delays in transportation, acts of God, war, acts of a public enemy, accident, or any other cause or causes beyond the control of Bell Aliant.
8. **MAINTENANCE AND SUPPORT SERVICES:** Bell Aliant shall not be liable for any maintenance and support services for the Equipment. The manufacturer shall be responsible for such maintenance and support, in accordance with their warranty. You shall receive such details with the Equipment, and shall address all questions of maintenance and support for the equipment to the manufacturer.
9. **TITLE AND RISK OF LOSS:** Title to the equipment shall remain with Bell Aliant until you have paid the purchase price in full, however risk of loss passes to you upon delivery of the equipment at the location specified when you order the Equipment and Software. If you fail to pay any amount when due, Bell Aliant shall have the right, without prejudice to any other rights and remedies available to Bell Aliant at law or in equity, to terminate this agreement forthwith and take immediate possession and remove the equipment, at your expense and risk. You shall not be entitled to set off any amount owing by Bell Aliant against payments due under this agreement. Bell Aliant retains a purchase money security interest in the equipment until the purchase price has been paid to Bell Aliant in full. You agree, as security for the repayment of any amounts owing to Bell Aliant, that Bell Aliant retains a continuing security interest in, and you grant Bell Aliant a continuing security interest and purchase money security interest in your right, title and interest in all Equipment and Software wherever located (including all increases, additions and accessions to, substitutions for, replacements of any item or part of and all proceeds deriving from the lease, sale or other disposition of the Products, including proceeds from any insurance policy) to and in favour of Bell Aliant until the full amount owing for the applicable Equipment is paid in full, including any late charges and costs of collection. You acknowledge that Bell Aliant may file one or more financing statements or other instruments in any relevant jurisdiction for perfecting or protecting this security interest, purchase money security interest and appoints Bell Aliant as your agent for any necessary signatures on such filings.
10. **PATENTS AND COPYRIGHTS:** Bell Aliant shall indemnify you against any legal action based on a claim that the Equipment or Software infringes any Canadian patent issued as of the purchase date or any copyright enforceable in Canada ("Infringement Claim"), provided that you give Bell Aliant prompt written notice of any such action and sole control of the defense or settlement, including the right to further assign control to the manufacturer or supplier of the Equipment and Software. Any costs and expenses for such defence will be paid by Bell Aliant. If the Equipment is at any time deemed by Bell Aliant to be subject to an infringement claim or if use of the Equipment is prohibited, Bell Aliant shall, at its option, either (i) obtain for you the right to continue using the Equipment and Software, (ii) replace it with a non-infringing product, (iii) modify it so it becomes non-infringing, or (iv) grant you a credit for such Equipment in accordance with a five (5) year straight-line depreciation policy and accept its return. Bell Aliant shall not be liable to you under this clause if the infringement claim is based upon (i) use of the Equipment or Software in combination with hardware, software, or services where such combination was not provided, proposed or recommended by Bell Aliant or the manufacturer, to the extent such combination gives rise to the

infringement claim; (ii) modification of the Equipment or Software by you or a third party not authorized by Bell Aliant, to the extent such modification gives rise to the infringement claim; or (iii) use of the Equipment or Software otherwise than in accordance with the manufacturers' specifications. This clause defines Bell Aliant's entire liability to you or others in respect of the infringement or alleged infringement of any patent, copyright or other intellectual property rights, and there are no other warranties or covenants applicable thereto, express, implied, statutory or otherwise. Notwithstanding the above, Bell Aliant's entire cumulative liability for any and all infringement claims made under Section 9 shall not exceed the amount specified in Section 11 below.

11. SOFTWARE AND SOFTWARE LICENCES: No warranty is made by Bell Aliant in connection with the performance, functionality or date related compliance of the Software or any included updates and all disclaimers of warranties and limitations of liability expressed herein in relation to the Equipment shall also apply to the Software and included updates and any media containing either of the foregoing. Nothing contained herein shall limit, enlarge or otherwise affect the interpretation or performance of any separate software license agreement entered into by the parties hereto.

12. LIMITATION OF WARRANTIES AND LIABILITY: THE ONLY WARRANTIES FOR THE EQUIPMENT SHALL BE THAT OFFERED BY THE EQUIPMENT MANUFACTURER, AND PROVIDED WITH THE EQUIPMENT. THE ONLY WARRANTIES FOR THE SOFTWARE, PROVIDED WITH THE EQUIPMENT, SHALL BE THOSE PROVIDED BY THE SOFTWARE LICENSOR, AND PROVIDED WITH THE EQUIPMENT. BELL ALIANT DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE EQUIPMENT OR SOFTWARE. THERE ARE NO CONDITIONS OR WARRANTIES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE AT LAW, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, AND IN PARTICULAR, WITHOUT LIMITATION, NO WARRANTY OF INTEROPERABILITY OR COMPATIBILITY WITH ANY PRODUCT OR SERVICE; MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; OR DATE-RELATED COMPLIANCE, EXCEPT AS EXPRESSLY SET FORTH IN THE WARRANTY PROVIDED WITH THE EQUIPMENT AND SUCH STATED WARRANTY IS IN LIEU OF ALL OBLIGATIONS OR LIABILITY ON THE PART OF BELL ALIANT. IN CASE OF EQUIPMENT FAILURE OR DESTRUCTION CAUSED BY BELL ALIANT'S NEGLIGENCE, BELL ALIANT'S LIABILITY SHALL BE LIMITED TO, AT BELL ALIANT'S OPTION, EITHER THE REPAIR OR REPLACEMENT OF THE EQUIPMENT. BELL ALIANT'S ENTIRE CUMULATIVE LIABILITY UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER (INCLUDING WITHOUT LIMITATION NEGLIGENCE, BREACH OF CONTRACT OR FUNDAMENTAL BREACH) SHALL BE LIMITED TO THE VALUE OF THE EQUIPMENT. BELL ALIANT SHALL NOT BE LIABLE FOR (I) ANY BUSINESS OR ECONOMIC LOSS, INCLUDING WITHOUT LIMITATION FAILURE TO REALIZE EXPECTED SAVINGS, (II) ANY LOSS OF USE OR LACK OF AVAILABILITY OF EQUIPMENT, INCLUDING COMPUTER RESOURCES, TELECOMMUNICATIONS SYSTEMS AND ANY STORED DATA, OR (III) ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE PROVISION OR USE OF THE EQUIPMENT, EVEN IF BELL ALIANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. YOU AGREE THAT IN NO EVENT SHALL BELL ALIANT BE LIABLE FOR ANY DAMAGES, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING OUT OF YOUR NONCOMPLIANCE WITH THE MANUFACTURERS' SPECIFICATIONS OR BELL ALIANT'S DIRECTIVES REGARDING THE EQUIPMENT. ALL REFERENCES IN THIS SECTION TO BELL ALIANT SHALL BE DEEMED TO INCLUDE BELL ALIANT AND ITS SUPPLIERS, SUBCONTRACTORS, AGENTS, SUBSIDIARIES AND AFFILIATES.

13. ASSIGNMENT: You may not assign this agreement without Bell Aliant's prior written consent. Bell Aliant shall be permitted to assign this agreement without seeking such consent from you. This agreement shall ensure to the benefit of the successors and permitted assigns.

14. GOVERNING LAW: The jurisdiction is the Atlantic Province (one of Nova Scotia, Newfoundland and Labrador, Prince Edward Island & New Brunswick) in which the equipment is purchased.

15. RETURNS: Computers purchased under this agreement may only be returned for non-technical issues within 30 days of purchase and are subject to a \$49 restocking fee. Returns due to technical issues are only accepted by the manufacturer during the warranty period.

16. GENERAL: The division of this agreement into Articles, Sections and Subsections and the insertion of recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this agreement. Each provision of this agreement is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such provision shall be severed from this agreement and shall not affect the legality or validity or enforceability of the remainder of this agreement or any other provision hereof unless it significantly alters the intent of the contract. This agreement may not be amended except by written instrument signed by the parties hereto. No waiver of any term, covenant or condition by any party shall be deemed to be a waiver by such party of its rights to require full and timely compliance with the same term, covenant or condition thereafter, or with any other term, covenant or condition of this agreement at any time. The terms of this agreement that are stated to or which, by their nature, extend beyond the termination or expiry of this agreement shall survive any termination or expiration of this agreement and continue in full force and effect as provided for herein.

17. ENTIRE AGREEMENT: This agreement and its schedules (if any) contain the entire agreement between the parties relating to the purchase and sale of the Equipment. This agreement supersedes all proposals, oral or written, all previous negotiations and all other communications between the parties with respect to the purchase and sale of the Equipment. There are no warranties, agreements or representations, written or oral, relating to the purchase and sale of the Equipment other than as expressly stated in this agreement.

## Schedule A

This Schedule "A" to the Bell Aliant Computer Purchase agreement details the product (the "equipment") you will receive from the manufacturer and purchase price associated with the various product plans available.

### Product Descriptions:

The following will be included with the entry level Desktop and sent directly to you from Dell.

#### Dell™ Inspiron™ 537 Desktop

- Processor: Intel® Celeron Processor 450
- Hard Drive: 250 GB Serial ATA
- Monitor: Dell 17" widescreen monitor
- Optical Drive: 16X DVD+/-RW drive
- Dell USB Keyboard & Optical Mouse
- Adobe® Acrobat Reader
- 1Yr Ltd Hardware Warranty, In Home Service after Remote Diagnosis
- Memory: 2GB Dual channel DDR2 SDRAM
- Network card: Integrated 10/100 Ethernet
- Operating System: Genuine Windows 7® Home Premium Edition
- Video Card: Integrated Intel Graphics
- Sound Card: Integrated 5.1 Channel Audio
- Microsoft® Works 9 (does NOT include MS Word)

The following will be included with the premium level Desktop and sent directly to you from Dell.

#### Dell™ Studio Mini-Tower

- Processor: Intel® Core 2 Duo Processor E7400
- Hard Drive: 500 GB Serial ATA
- Monitor: Dell 20" HD Widescreen Monitor
- Optical Drive: 16X DVD+/-RW drive
- Dell USB Keyboard & Optical Mouse
- Adobe® Acrobat Reader
- 1 Yr Limited Warranty with 1 Yr Next Business Day Onsite Service and 1 Yr Tech Support
- Memory: 4GB Dual channel DDR2 SDRAM
- Network card: Integrated 10/100 Ethernet
- Operating System: Genuine Windows 7® Home Premium Edition
- Video Card: Integrated Intel Graphics
- Sound Card: Integrated 7.1 Channel Audio
- Microsoft® Works 9 (does NOT include MS Word)
- Floppy Drive & Media Reader: Integrated 16-in-1 Media Card Reader

The following will be included with the entry level Notebook and sent directly to you from Dell.

#### Dell™ Inspiron™ 1545 Notebook

- Processor: Intel® Celeron® 900
- Hard Drive: 160 GB SATA
- LCD Panel: Glossy, widescreen 15.6 inch display
- Battery: 4 Cell
- Optical Drive: 8X CD/DVD burner (Dual Layer DVD+/-R Drive)
- Adobe® Acrobat Reader
- 1 Year Limited Warranty w/1 Year Return To Depot Service
- Memory: 2GB Shared Dual channel DDR2
- Network: Integrated 10/100 Network Card
- Operating System: Genuine Windows 7 Home Premium Edition
- Video Card: Intel® Graphics Media Accelerator X4500HD
- Sound Card: Hi-definition Audio 2.0
- Microsoft® Works (does NOT include MS Word)
- Wireless: Dell Wireless 1397 802.11g Half Mini-card

The following will be included with the premium level Notebook and sent directly to you from Dell.

#### Dell™ Studio™ 15 Notebook

- Processor: Intel® Core 2 Duo Processor
- Hard Drive: 320 GB SATA
- LCD Panel: 15.6" High Definition (720p) LED Display with TrueLife™ and Camera
- Battery: 56 Whr Lithium Ion Battery (6 cell)
- Optical Drive: 8X Slot Load Super Multi (DL DVD+/-R Drive + RAM support)
- 1 Year Limited Warranty w/1 Year Return To Depot Service
- Memory: 3GB Shared Dual channel DDR2
- Wireless: Intel® WiFi Link 5100 802.11agn Half Mini-Card
- Operating System: Genuine Windows 7® Home Premium Edition
- Video Card: Intel® Graphics Media Accelerator 4500MHD
- Sound Card: Hi-definition Audio 2.0
- Microsoft® Works 9 (does NOT include MS Word)
- Adobe® Acrobat Reader

The following will be included with the MacBook®

### **MacBook®**

- Processor: Intel® Core 2 Duo
- Hard Drive: 250 GB Serial ATA
- L2 Cache: 3MB shared
- Graphics: NVIDIA GeForce 9400M
- Video: iSight camera, mini-DisplayPort
- Integrated 10/100/1000BASE-T Gigabit Ethernet
- 1 Year Limited Warranty and 90-days telephone technical support

- Memory: 2GB DDR3 SDRAM
- Wireless: Air-Port Extreme Wi-Fi wireless networking
- Monitor: 13.3 inch widescreen display
- Audio: Built-in stereo speakers and microphone
- Optical Drive: 8x slot-loading SuperDrive (DVD±R DL/DVD±RW/CD-RW)
- Firewire: 1 Firewire 400 port
- USB: 2 USB 2.0 ports

The following will be included with the iMac®

### **iMac®**

- Processor: Intel® Core 2 Duo Processor
- Hard Drive: 500 GB Serial ATA
- L2 Cache: 3MB shared
- Graphics: NVIDIA GeForce 9400M
- Video: Built-in iSight camera; Mini DisplayPort output
- Ethernet: Built-in 10/100/1000BASE-T (Gigabit)
- Hardware Accessories: Apple Wireless Keyboard and Magic Mouse
- 1 Year Limited Warranty and 90-days telephone technical support

- Memory: 4GB DDR3 SDRAM
- Wireless: Built-in AirPort Extreme 802.11n wireless networking
- Monitor: 21.5-inch widescreen display
- Audio: Built-in stereo speakers and built-in microphone
- Optical Drive: Slot-loading 8x SuperDrive (DVD±R DL/DVD±RW/CD-RW)
- FireWire: One FireWire 800 port
- USB: Four USB 2.0 ports

**Schedule A**

Purchase Price\*:

	<b>Dell™ Inspiron™ 537 Desktop</b>	<b>Dell™ Studio ™ Mini-Tower</b>	<b>Dell™ Inspiron™ 1545 Notebook</b>	<b>Dell™ Studio™ 15 Notebook</b>	<b>Apple MacBook®</b>	<b>Apple iMac®</b>
High-Speed + PC option	\$54.95/month for 36 months	\$64.95/month for 36 months	\$54.95/month for 36 months	\$64.95/month for 36 months	\$79.95/month for 36 months	\$84.95/month for 36 months
High-Speed Ultra + PC option	\$59.95/month for 36 months	\$69.95/month for 36 months	\$59.95/month for 36 months	\$69.95/month for 36 months	\$84.95/month for 36 months	\$89.95/month for 36 months
High-Speed Max + PC option	\$69.95/month for 36 months	\$79.95/month for 36 months	\$69.95/month for 36 months	\$79.95/month for 36 months	\$94.95/month for 36 months	\$99.95/month for 36 months
Dial-up Internet + PC option	\$44.95/month for 36 months	\$54.95/month for 36 months	\$44.95/month for 36 months	\$54.95/month for 36 months	\$69.95/month for 36 months	\$74.95/month for 36 months
Cost to add PC to a Bell Aliant Internet Value Package	\$22.00/month for 36 months (+ Value Package price)	\$32.00/month for 36 months (+ Value Package price)	\$22.00/month for 36 months (+ Value Package price)	\$32.00/month for 36 months (+ Value Package price)	\$47.00/month for 36 months (+ Value Package price)	\$52.00/month for 36 months (+ Value Package price)

\* Certain conditions apply. All prices are exclusive of applicable taxes. Monthly recurring charges in month 37 will change to reflect just the Internet or Value Package portion of the cost. For details on computer specifications, visit [www.bellaliant.net](http://www.bellaliant.net).