

YTN Telecom Network Inc. (“YorkNet”)
PURCHASE ORDER TERMS AND CONDITIONS

This purchase order serves as the contract in instances where no other contract for the work exists between the Vendor and YorkNet. If a contract does exist, the terms and conditions of the contract shall supercede these terms and conditions in the event of a conflict.

1. STANDARD TERMS

- YorkNet’s standard payment term for goods and services is 30 days from receipt of invoice.
- Payment for construction work shall be in accordance with the *Construction Act*.
- The purchase order number must appear on all invoices to ensure payment.
- YorkNet shall have the right to withhold from any sum otherwise payable to the Vendor such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.
- Any changes to this contract must be authorized in writing by YorkNet.
- YorkNet does not guarantee that the total amount of this purchase order will be spent.
- The Vendor shall be responsible for ensuring compliance with the terms of the contract by its subcontractors.

2. ASSIGNMENT

- The Vendor shall not assign the contract, or any portion thereof, without the prior written consent of YorkNet.

3. LAWS AND REGULATIONS

- The Vendor shall comply with all applicable federal, provincial and municipal statutes, regulations and bylaws.
- The contract shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario.

4. CONTRACT TERMINATION

- If, in the sole opinion of YorkNet, the Vendor fails to satisfactorily perform the work in accordance with the terms and conditions of the contract, YorkNet may terminate the contract for cause without giving prior notice to the Vendor.
- YorkNet may terminate all or any part of the contract prior to its conclusion, on a without cause basis, upon giving at least seven days prior written notice to the Vendor.
- YorkNet shall pay all reasonable costs incurred by the Vendor up to the date of termination, less any excess costs incurred by YorkNet in re-procuring and completing the work where the termination is for cause.
- In no event shall the Vendor be paid any amount that exceeds the value of the work performed, as determined by YorkNet. The Vendor will not be entitled to, or reimbursed for, any profits which may have been anticipated, but which have not been earned up to the date of termination.

5. INDEMNIFICATION

- The Vendor shall indemnify, hold harmless and defend YorkNet and The Regional Municipality of York (the “Region”) from and against all claims, actions, losses, expenses, costs and damages of every nature and kind whatsoever which may arise, either directly or indirectly, in connection with the performance of this contract.

6. INSURANCE

- Without restricting the generality of the section on Indemnification, the Vendor shall obtain, maintain, pay for and provide evidence of the insurance coverages outlined below, taken out with insurance companies licensed to transact business in the Province of Ontario and not otherwise excluded by the Region’s Insurance and Risk Manager:
 - **Commercial General Liability (CGL)** insurance with limits of not less than \$5 million (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property, including loss of use hereof. Should this policy contain a general aggregate, the minimum acceptable limit for the general aggregate is \$10 million (\$10,000,000.00). The CGL insurance shall include Cross Liability & Severability of Interest clauses, Products & Completed Operations coverage (12 months) and a Non-Owned Automobile Liability endorsement including Standard Contractual Liability coverage. The CGL insurance shall include YorkNet and the Region as Additional Insured parties.
 - **Automobile Liability** insurance in respect of licensed vehicles having limits of not less than \$2 million (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a Standard form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned &/or leased or operated by or on behalf of the Vendor.
- YorkNet shall accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL, general aggregate and Automobile Liability limits noted above.
- The forms of these insurance policies shall in all respects be satisfactory to the Region’s Insurance and Risk Manager and shall be maintained continuously from the commencement of the work until the Contract has been completed to the satisfaction of YorkNet. The policies shall be endorsed to provide YorkNet and the Region with not less than 30 days written notice in advance of cancellation, change or amendment restricting coverage.
- All of the above Insurance is to be outlined by the Vendor on the Region’s standard “Certificate of Insurance” form.