

COGECO CONNEXION INC.
Specific Terms and Conditions – Business Solutions
Schedule – Business Wi-Fi Services
Last revision: February 7, 2019

Managed Business Wi-Fi Services

1. **Performance Parameters.** Customer must have subscribed to a Cogeco High Speed Internet Service of at least 80 Mbps for the installation of the Managed Business Wi-Fi Services (the “**Wi-Fi Service**”). Customer acknowledges that if the abovementioned 80 Mbps minimum is not maintained, Cogeco will no longer be able to provide the Wi-Fi Services.
2. **Splash Page.** Customization of the splash page for guest access such as text, logo, colours, other than as included within the general parameters of the Wi-Fi Services solution, is not included in the Monthly Fees and the applicable professional fees will apply.
3. **Configuration Changes.** All requested changes to the configuration of access points or Ethernet aggregation equipment after the initial installation of the Wi-Fi Services shall be assessed by Cogeco. Cogeco shall provide a feasibility assessment to Customer and an estimate of applicable fees for the change.
4. **Service Limitations.** Wi-Fi Services are intended for online activities however, multi-gaming and 4k streaming, amongst others, are not supported by Wi-Fi Services. Speed and quality of services will be affected and devices to perform such activities should be wired.
5. **Service Set Identifier.** Configuration of the employee service set identifier (“**SSID**”) requiring changes in the Ethernet aggregation equipment after the initial installation of the Services or configuration of a third SSID, shall be at Customers’ sole expense, at the rate then applicable.
6. **Wi-Fi Equipment.** Cogeco will provide, install and maintain all necessary equipment for Wi-Fi Services, namely, without limitation, indoor or outdoor Wi-Fi access points with mounting hardware, Ethernet aggregation equipment with Power over Ethernet injection capability to interconnect and power all access points, Category 6 FT6 Ethernet cabling from access points to Ethernet aggregation equipment, wall mount cabinet to building cabling and Ethernet aggregation equipment (the “**Wi-Fi Equipment**”), other than end-user equipment. Wi-Fi Equipment is and shall remain Cogeco’s exclusive property without regard to rules of accession or incorporation to an immovable. Cogeco will not incur nor assume any liability whatsoever arising from the connection of equipment not provided by Cogeco to Wi-Fi Services, such as, without limitation, Ethernet aggregation equipment or, resulting from any modification to the configuration of the Wi-Fi Equipment. Customer acknowledges that Wi-Fi Services installation requires Wi-Fi Equipment to be mounted on ceilings and/or walls. Cogeco shall attempt to keep any damage to Customer’s premises at a minimum during such installation and will repair any damage directly caused by Cogeco to Customer’s premises during such installation. Customer agrees to provide a standard electrical power source for the operation of the Wi-Fi Equipment.
7. **Termination by Customer.** Should Customer decide to terminate Wi-Fi Services at any time prior to expiration of the Initial Term, it shall pay Cogeco, on demand and in one lump sum as liquidated damages and not as a penalty, 50% of the total remaining Monthly Fees for the terminated Wi-Fi Services as well as the total amount of installation fees paid by Customer. Both Cogeco and Customer agree that such liquidated damages are a genuine pre-estimate of damages Cogeco would suffer as a result of termination of the Wi-Fi Services or this Agreement at any time during the Initial Term. Notwithstanding the foregoing, if Customer terminates the Agreement prior to activation of the Wi-Fi Services, Customer shall pay the total amount of installation fees to Cogeco.

Unlimited Wi-Fi Hotspot

8. **Performance Parameters.** Cogeco has the right to define, at its sole and entire discretion, the performance parameters and other components of the Public Wi-Fi Services, including, without limitation, data bit rate speeds, service quality levels, number of Wi-Fi end-users supported, customer care and support levels, security features and other Public Wi-Fi Services features.

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9. **Disruption of Service.** If Customer wishes to carry out any work on Customer's premises that could affect the Equipment, it shall notify Cogeco in writing at least ninety (90) days in advance, except in the case of an emergency. An "emergency" means any situation where work must be done on Customer's premises that Customer could not reasonably have foreseen. If Customer's work requires change or relocation of Equipment, such change or relocation shall be performed by Cogeco at Customer's expense, after an agreement is reached between the parties.
10. **Cogeco Advertising.** Customer grants Cogeco the right to advertise Customer's participation and promote Customer's location as a Public Wi-Fi Service. Customer grants Cogeco a non-exclusive, royalty-free license to use Customer's names, trademarks and logos in connection with such advertising and promotion.
11. **Customer Advertising.** Customer agrees to use marketing material that may be provided by Cogeco from time to time, but only for end-users of the Public Wi-Fi Services and only within the location in which Public Wi-Fi Services are delivered. Customer shall neither modify marketing material provided by Cogeco nor use Cogeco trademarks without the prior written consent of Cogeco.