



COGECO CONNEXION INC.
Specific Terms and Conditions – Business Solutions
Schedule – Business Phone, SIP Trunking and Hosted PBX Services
Last revision: April 13, 2020

1. **Business Phone Services.** Cogeco provides business phone services which include: (i) business phone land lines or business analog land lines with an enhanced 911 service, (ii) cable and fibre voice services ("**Hosted PBX Solution**") with an enhanced or basic 911 service and (iii) cable and fibre SIP trunking voice and Primary rate interface (PRI) replacement services with an enhanced or basic 911 service ("**SIP Trunking**") (jointly the "**Business Phone Service**").
2. **Hosted PBX Solution.**
 - 2.1 **Description of Hosted PBX Solution.** Customer must have a Cogeco data circuit to qualify for Hosted PBX Solution Services provided over fibre facilities and with less than twenty-one (21) seats. Cogeco will not incur nor assume any liability whatsoever arising from the connection of equipment not provided or sold by Cogeco to Hosted PBX Solution or, from any modification to the configuration of IP Phones or Wireless IP Phones sold to Customer by Cogeco. Cogeco also grants a one (1) year warranty on IP Phones, Wireless IP Phones, Headsets and EHS adapters purchased from Cogeco. Warranty will not apply in the following cases: (i) warranty period has expired; (ii) identification tags/stickers have been removed from the product; or (iii) to Cogeco's knowledge and discretion, the product has been damaged by Customer misuse. When warranty is applicable, Cogeco will, without charge, replace Customer's defective product. Customer acknowledges and agrees having been notified by Cogeco that the call recording option does not comply with the Payment Card Industry Data Security Standard ("**PCI DSS**").
 - 2.2 **Early Termination of Hosted PBX Solution.** Should Customer decide to terminate the Hosted PBX Solution Services at any time prior to expiration of the Term, Customer shall pay Cogeco, upon demand in one lump sum as liquidated damages and not as a penalty, 50% of the total remaining monthly fees for the terminated Hosted PBX Solution Service as well as damages for the installations fees in the amount of \$700 for 10 seats or less, \$1050 for 11 to 20 seats and \$1230 for 21 to 36 seats, or, if provided over fibre, 60% of the total remaining monthly fees for the terminated Hosted PBX Solution Services. Both Cogeco and Customer agree that such liquidated damages are a genuine pre-estimate of the damages Cogeco would suffer as a result of Customer terminating the Hosted PBX Solution Services at any time during the Term. Notwithstanding the foregoing, if Customer terminates the Agreement prior to activation of the Hosted PBX Solution Services, Customer shall pay to Cogeco all costs incurred by Cogeco in connection with the Agreement, including, without limitation, labour and travel expenses including with respect to site visit for planning purposes, for construction and/or installation work, equipment ordered, penalty charged by any supplier or subcontractor, and applicable administration fees.
3. **Enhanced and Basic 911 Service.**
 - 3.1 **Basic 911 Service.** Basic 911 Service is provided for 911 dialing where the end-user is provisioned with a local service that is either associated with a fixed address and a telephone number that is not native to one of the exchanges within Customer's serving PSAP, or with nomadic capability, such as the Hosted PBX Solution or the SIP Trunking voice service. Basic 911 Service includes limitations compared to the Enhanced 911 Service that Customer acknowledges and agrees to in using associated local services. With traditional wireline phone services, 911 call is sent directly to the nearest emergency response centre. When an emergency call is placed with a Basic 911 Service, the end-user will be routed to a third-party emergency operator (the "**Operator**") that will then route call to the appropriate Public Safety Answering Point ("**PSAP**") based on caller address or location. Since the Operator is different from the PSAP which would automatically generate the end-user's address/location, and an IP Phone can be moved between locations, end-user will be required to provide name, address/location, and contact information verbally before call can be routed to the appropriate PSAP.
 - 3.2 **Enhanced 911 Service.** Enhanced 911 Service is provided for 911 dialing where the end-user is provisioned with a local service that is associated with a fixed address and telephone number that is native to one of the exchanges within Customer's serving PSAP, such as a business phone land line. The address from which a 911 call is placed will correspond to the physical address given to Cogeco upon initial installation of such Business Phone Service, which is registered in the 911 database associated with Customer's telephone number. Cogeco's installed equipment shall remain where Business Phone Services were initially installed as long as Customer uses or subscribes to Business Phone Services in order to ensure that 911 calls will be handed off to the Emergency 911 Call Center serving Customer's service address.

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- 3.3 **Contact Information.** Customer is solely responsible for providing Cogeco with complete and updated address/location and contact information, including when an end-user moves the IP Phone in a location not associated with the registered address/location to avoid dispatching emergency services to the wrong address/location. Cogeco will not be liable for any impact on emergency service dispatch caused by incomplete or inaccurate Customer-provided contact information. Consequently, Customer further agrees to indemnify and hold harmless Cogeco its affiliates, officers, directors, shareholders, employees, agents, consultants, carriers and its suppliers, from any and all claims or actions arising out of any such misrouted 911 calls.
- 3.4 **Disconnecting a 911 Call.** The end-user must not disconnect a 911 Service call until requested by the Operator and the PSAP. If the end-user is inadvertently disconnected, the end-user must call back immediately. If, for whatever reason, an end-user is unable to provide address/location to the Operator, the Operator may assume that end-user is calling from the last registered address.
- 3.5 **Duty to Inform End-Users.** Customer acknowledges and understands the nature and limitations of the Basic 911 Service and his obligation to inform all end-users and potential end-users about the nature and limitations of the Basic 911 Service. If Customer is not comfortable with the limitations of Basic 911 Service, Cogeco recommends switching to a Business Phone Service with Enhanced 911 service. Customer is solely responsible for attaching 911 warning stickers in a visible location on all telephone sets.
- 3.6 **Territorial Limitations.** Customer acknowledges and agrees that 911 calls originating from an address/location outside of Canada cannot be routed to any PSAP or emergency service by the Operator. Customer also acknowledges and agrees that 911 calls originating from any address/location within Canada but outside of Cogeco's operating territory will be routed to an Operator serving the location from which the call from end-user originates, prior to being routed to the appropriate PSAP. As a result, Customer acknowledges and agrees that delays may occur in the dispatching of emergency services to the correct address/location, and Cogeco therefore recommends that Customers outside of Cogeco's traditional operating territory use a traditional wireline service to call 911.
- 3.7 **Technical Problems.** The 911 service, whether Enhanced or Basic, will not function properly if Customer experiences one of the following (but not limited to these) technical problems with Business Phone Services: Equipment failure; gateway configuration problem; electrical power outage, Internet Service outage or suspension or cancellation of the Business Phone Service by Cogeco in accordance with this Agreement. In light of the characteristics and limitations of the 911 service, Customer acknowledges that Customer may experience failure, disruption or delay in 911 service and that Cogeco and its affiliates, officers, directors, shareholders, employees, agents, consultants and carriers, may not be held liable for any direct or indirect damage arising from the operation of the 911 service.
4. **SIP Trunking.** The following terms and conditions apply to the SIP Trunking Services.
 - 4.1 **Data Circuit.** Customer must have a Cogeco data circuit to qualify for SIP Trunking Services provided over fibre facilities for an initial term of less than three (3) years. Customer shall qualify for standalone SIP Trunking Services provided over fibre facilities for an initial term of three (3) years or more.
 - 4.2 **Early Termination of SIP Trunking Services.** Should Customer terminate SIP Trunking Services at any time prior to expiration of the term provided in the SIP Trunking/PRI Replacement Commercial Agreement, it shall pay Cogeco, upon demand, in one lump sum as liquidated damages and not as a penalty, 50% of the total remaining monthly fees for the terminated Services if provided over cable, or 60% of the total remaining monthly fees for the terminated Services if provided over fibre facilities. Both Cogeco and Customer agree that such liquidated damages are a genuine estimate of damages Cogeco would suffer as a result of Customer terminating the Services at any time during the term. Notwithstanding the foregoing, if Customer terminates Services prior to activation, Customer shall pay to Cogeco all costs incurred by Cogeco in connection thereof, including, without limitation, labour and travel expenses including with respect to site visit for planning purposes, for construction and/or installation work, equipment ordered, penalty charged by any supplier or subcontractor, and the applicable administration fees.
5. **Business Phone Service Use.** The Business Phone land line should only be used from Customer's telephone located at its service address, connected to the Equipment. Cogeco has no obligation to notify Customer of any suspected fraudulent or inappropriate usage of the Business Phone Service. Cogeco however reserves the right to take any measures deemed

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appropriate, including service suspension, without prior notice, and as a consequence, the Emergency 911 service, upon detection of any suspected fraudulent or inappropriate usage.

6. **Recordings.** Cogeco will not incur nor assume liability for any recordings that are stored on its voice messaging or other call recording services, where applicable. Customer is fully responsible to save recordings on Customer's own media in a timely fashion for archival use.
7. **Billing.** Customer is responsible for paying for all calls originating from, and charged calls accepted at, Customer's telephones or via any equipment that Customer has attached to the Business Phone Services, regardless of who made or accepted them, including without limitation, illegal or fraudulent use.
8. **Limitations to Business Phone Service Use.** Customer shall not use any of the Business Phone Services for activities that include telemarketing (including, without limitation, charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast or fax blasting. Customer is also prohibited from reselling or transferring the Business Phone Services to another person for any purpose, or charging fees for the use of the Business Phone Services, without prior written permission from Cogeco. It is Customer's responsibility to ensure that no one gains unauthorized access to the Business Phone Service via any equipment that Customer has attached to Service, including, but not limited to, answering machines or Private Branch Exchange (PBX) systems. Customer is solely responsible for the security of any device Customer attaches or authorizes to attach to the Cogeco network and must take all necessary actions to prevent unauthorized access to the Business Phone Service. Upon discovering that use of the Business Phone Services or any functionality related thereto by Customer, infringes the terms of this section or exceeds reasonable usage limits, as determined by Cogeco, at its sole discretion, Cogeco may, at any time and without prior notice, limit or suspend access of Customer to the Business Phone Services. In such cases, Customer must contact Cogeco's customer service which may require payment of owed charges in order to restore Customer access to the Business Phone Services. Cogeco may also impose additional charges if Customer exceeds the prescribed usage limits set out from time to time by Cogeco for Toll-Free Service (as described on Cogeco website at [cogeco.ca/Toll Free](http://cogeco.ca/Toll-Free)).
9. **Business Phone Number.** Cogeco reserves the right to change the number assigned to Customer, but will, however, take all reasonable measures to prevent such occurrence. In the event of such change, Cogeco will endeavour to give reasonable prior notice to Customer.
10. **Monitoring Use.** Although Cogeco has no obligation to monitor the Business Phone Service Customer usage, Cogeco reserves the right to monitor usage from time to time to operate the Business Phone Service. Any correspondence that Cogeco may want to deliver to Customer with respect to usage will be sent to the primary contact E-mail address attached to Customer's account or via the account principle details.
11. **Interruption of Business Phone Service.** Customer understands and acknowledges that Business Phone Services may be disrupted in the following (but not limited to these) cases: electric power outage, interruption of the internet service, suspension or cancellation, in accordance with this Agreement.
12. **Limitation of Liability.** Cogeco will not incur nor assume any liability whatsoever arising from connection to Business Phone Service of non-voice equipment, such as medical monitoring devices or security systems. By accepting this Agreement, Customer acknowledges and waives the right to make any claim against Cogeco for any interference with or disruption of such systems due to connection to Business Phone Service. In the event Customer decides to proceed with connection of such non-voice equipment to Business Phone Service, Customer shall seek and obtain confirmation from the supplier or manufacturer thereof that the same is compatible and may be used efficiently with Business Phone Service, and shall perform usual required tests.