

1. **Services.** Cogeco Connexion Inc. ("**Cogeco**") provides Customer with the following business solutions, as applicable, High Speed Business Internet; Business Phone, SIP Trunking and Hosted PBX services; Fiber services; Online Productivity Tools, Television, and high speed internet to end-users through Unlimited Wi-Fi Hotspots installed in the business of a Customer ("**Public Wi-Fi Services**") (jointly the "**Services**").
2. **Definitions.** In this Agreement, (i) "**Customer**" shall mean a person or entity acting for commercial or business purposes, named on the invoice and responsible, unless otherwise agreed with Cogeco, for paying the charges for Services provided under the Agreement and entitled to receive any notice and information relating to this Agreement or Services; (ii) "**Agreement**" shall mean the agreement executed between Cogeco and Customer, Cogeco's applicable Acceptable Use Policy and any other applicable Cogeco policy, as published or posted on Cogeco's website from time to time, the Terms and Conditions set forth herein, Purchase Order, Service Order or agreement, and any other document or schedule, in whatever form and on whatever support, designated or deemed by Cogeco as forming part of the Agreement; and (iii) "**Business Day**" shall mean Monday to Friday from 08:00 to 17:00 Eastern time, excluding statutory holidays as observed in the Province where Services are delivered by Cogeco.
3. **Customer Information.** Cogeco collects information on Customers and uses such information to develop and maintain its relationships with Customers, employees and other persons; to provide Services, or to receive services, and to ensure that all related transactions are supported and implemented; to understand and assess the interests, wants and needs of customers with a view to improving current Services, or to offer new services; to manage its business and to ensure efficiency, reliability and security of its systems; and to fulfill its obligations under the law.

Unless Customer provides express consent or unless disclosure is pursuant to a legal power, all information kept by Cogeco regarding Customers, other than Customer's name, address and listed telephone number, is confidential and may not be disclosed by Cogeco to anyone other than: (i) Customer; (ii) a person who, in the reasonable judgment of Cogeco, is seeking the information as an agent of Customer; (iii) another telecommunications company, provided the information is required for the efficient and cost-effective provision of telephone and/or telecommunications service and disclosure of information is made on a confidential basis, solely to be used for purpose disclosed; (iv) a company involved in supplying Customer with telephone or telephone-directory related services, provided the information is required for such purpose and disclosure of information is made on a confidential basis, solely to be used for purpose disclosed; or (v) an agent retained by Cogeco for the collection of Customer accounts, provided the information is required and is to be used solely for such purpose.

Express consent to disclosure may be deemed granted by Customer where Customer provides: (a) written consent; (b) oral confirmation verified by an independent third party; (c) electronic confirmation through the use of a toll-free number; (d) electronic confirmation via the Internet; (e) oral consent, where an audio recording of the consent is retained by the carrier; or (f) consent through other methods, as long as an objective, documented record of Customer consent is created by Customer or by an independent third party.

By entering into this Agreement, Customer hereby expressly consents to Cogeco requiring, collecting and providing to third parties, including but not limited to, credit reporting agencies, credit history information regarding Customer and associated account. Customer also hereby expressly consents to Cogeco requiring and collecting from Customer, and providing to third parties, information for the purposes set forth in the first paragraph of this section. For more information about the privacy of Customer's personal information, please visit our website at www.cogeco.ca

4. **Access.** Customer hereby grants Cogeco, its employees, representatives, contractors, subcontractors and agents, reasonable access to Customer's premises or service address at reasonable hours to install, inspect, service, maintain, restore, remove or disconnect Services or the Equipment. If Customer does not own the premises where Services are provided, Customer warrants having obtained consent of the owner of the premises or otherwise having the authority to permit Cogeco to install, inspect, service, maintain, remove or disconnect Services. Customer undertakes not to initiate any action whatsoever against any owner of the premises where Services are provided which would join Cogeco in such action against said owner. Charges may apply if a service call is required to restore any of Customer's Services where Cogeco determines that the problem does not originate from Cogeco's network. Charges may also apply if Customer solicits Cogeco's technical assistance by telephone or via Internet. In addition, charges may apply where Customer expressly requests a modification to Services currently delivered by Cogeco.

5. **Equipment.** Customer agrees that all cables, installations, equipment or signals installed or provided by Cogeco, including the Cogeco network (the "**Equipment**"), as applicable, shall remain the property of Cogeco, except for equipment purchased and paid by Customer which is neither returnable to nor refundable by Cogeco. Fees may be charged to Customer for the installation of Services and Equipment. Customer will protect Equipment from defacing, tampering or damage, and will not, except as necessary in an emergency, permit anyone other than a Cogeco representative, to access accounts, networks and Equipment or to perform any work on Equipment, unless prior written authorisation is obtained from Cogeco. Customer will protect accesses and passwords against any third party fraudulent or unauthorized access. Customer shall be solely liable for all damages, claims, liabilities and other losses arising therefrom. Where Customer installs Equipment using a self-installation program, Customer shall: (i) follow usual precautionary measures for such installation; (ii) strictly comply with Cogeco's instructions; and, (iii) remain solely liable regarding any liability or damages resulting from non-compliant installation. Customer acknowledges and accepts full responsibility for all Equipment at the service address and agrees to reimburse Cogeco for the full cost of the repair or replacement of any lost, stolen, unreturned, damaged, mortgaged, sold, transferred, leased, encumbered or assigned Equipment or part thereof. Customer is responsible for returning Cogeco's relevant Equipment upon termination of a Service or this Agreement, to Cogeco's closest retail location or, in the absence of such retail location, to contact Cogeco to arrange for Equipment return. In the event Customer fails to return Equipment or fails to comply with the terms and conditions of this Agreement, Cogeco may, at its sole and entire discretion, repossess Equipment and either charge Customer for total costs incurred or the full replacement cost of unreturned leased Equipment. If Equipment is interfered with by the operation of other equipment or third party activities, Customer shall extend commercially reasonable efforts to assist Cogeco in obtaining removal of the interference within a reasonable time frame.
6. **Email.** Where applicable, Customer may request a Cogeco email account with the Services. A Cogeco email account will be considered a dormant email account when the Customer has not signed in with a username and password for any consecutive eight (8) month period. Cogeco reserves the right to permanently delete any dormant email account after twelve (12) consecutive months of non-usage, without further notice to the Customer.
7. **Quotations.** Written quotations are valid for thirty (30) days from the date of issuance unless otherwise stated in the quotation or terminated sooner by notice. Verbal quotations expire the same day they are made.
8. **Payment Terms.** Customer accounts are due and payable in full, in Canadian dollars, on the due date shown on the invoice using any of the following methods: (i) automatically, on agreed upon date by pre-authorized bank withdrawals; (ii) by mailing a cheque or money order addressed to Cogeco Connexion Inc.; (iii) by telephone/PC banking; or (iv) at any financial institution. Cogeco must consent prior to receiving payments using credit cards, according to the terms agreed upon with Customer. Notwithstanding any terms to the contrary, Cogeco reserves the right to impose a specific payment method at its entire discretion. All payments under this Agreement are exclusive of taxes, Customer shall be responsible for the payment of any applicable taxes. An administration charge will be levied if Customer's cheque is returned for insufficient funds (NSF) or upon refused bank account or credit card pre-authorized debit. Without prejudice to the right of Cogeco to request full immediate payment, any amount remaining unpaid after the due date shall bear interest at a rate of 2% per month (24% per annum) calculated and compounded monthly. An additional collection charge will be levied if costs are incurred as a result of collection efforts on outstanding amounts. Overdue accounts may result in suspension or cancellation of any or all Services. If a service call is required to restore Services suspended or terminated for non-payment, a reconnection charge will apply. Customer shall notify Cogeco in writing or orally of any errors, irregularities or omissions on an invoice within sixty (60) days of the invoice date, failing which, Customer shall be deemed having accepted charges set out in the invoice. Cogeco's right to any payment provided deriving from this Agreement shall not be subject to any abatement, reduction, set off, defence, counterclaim or recoupment of any amount due or alleged to be due by reason of any Customer past, present or future claims.
9. **Additional Costs.** Should Cogeco incur any additional costs or expenses in granting Services, resulting from any errors, omissions, defects or other problems contained in the information, materials and/or instructions provided by Customer, Cogeco shall be fully paid for said reasonable additional costs and expenses by Customer, over and above payments due under this Agreement.
10. **Limited Liability.** Cogeco does not warrant uninterrupted use or error free operation of Services. Cogeco will not be liable for any interruptions in service or any delay or failure to perform. Cogeco disclaims all warranties, either express or implied, regarding Services provided to Customer and, upon provision of equipment or products, expressly disclaims

warranties or conditions of non-infringement, satisfactory quality, merchantability and fitness for any particular purpose. Customer acknowledges that Cogeco and its affiliates, officers, directors, shareholders, employees, agents, consultants and carriers, shall not be held liable with regard to any damage arising out of, directly or indirectly, or relating, in any manner, to this Agreement and/or the Services. In no event shall Cogeco have any liability to Customer for special, indirect, incidental or consequential damages such as, without limitation, loss of profits, loss of use, loss of business, loss of business opportunity, loss of goodwill, loss of expected savings, share decline, as well as punitive, exemplary or aggravated damages arising from Services and in no event shall Cogeco's liability towards Customer exceed the total amount paid to Cogeco by Customer for any affected Service, during the 3-month period immediately preceding the date of any claim. In the case of errors or omissions in directory listings, whether or not in connection with a telephone number, Cogeco's liability is strictly limited to correcting the error or omission. This section shall continue to apply notwithstanding expiration or termination of the Agreement.

11. **Indemnification.** Customer agrees to indemnify, defend and hold harmless Cogeco, its affiliates, officers, directors, shareholders, employees, agents, consultants and carriers from and against any third party claims, liability, damages and/or costs (including, but not limited to, court fees, attorney's fees, and other professional fees) resulting from any claims arising from: (i) Customer infringement of copyright, trademark, or trade secrets of any third party, or that Customer method of using Services infringes the copyright, trademark, or trade secrets of any party, but only where such claim is not based on Services themselves; (ii) Customer's material breach of the terms of this Agreement; (iii) a negligent or willful act or omission or criminal conduct on behalf of Customer; (iv) the violation by Customer of any applicable law; or, when applicable, (v) end-users of Public Wi-Fi Services.
12. **Force Majeure.** Neither Cogeco nor Customer shall be liable for a delay in performance or non-performance, in whole or in part, of this Agreement by the occurrence of an act of God, storm, flood, war or other outbreak of hostilities, explosion, fire, natural disaster, famine, earthquake, embargo, labour dispute, casualty, civil disturbance, act of insurrection by civil and/or military authority, sabotage, terrorist act, Equipment or other material or component failure (including fibre cut), lack of or delay in transportation, shortage, delay caused by carriers or suppliers, inability of Cogeco to obtain supplies, materials or services (including electricity and other utilities), unavailability or delay in delivery not resulting from a party's failure to timely place orders therefore, government policies, permits, ordinances, laws, rules, regulations, restrictions, the acts or omissions of Customer which do not comply with this Agreement, or any other contingency beyond its reasonable control (a "**Force Majeure Event**"). In the event of delay in performance due to a Force Majeure Event, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. A Force Majeure Event does not include financial difficulties or relieve Customer from its obligation to pay any amounts owed to Cogeco.
13. **Effective Date and Term.** This Agreement shall be effective on the date of activation of Services and shall continue for an initial term, as provided in the Agreement. Following the expiry of the initial term, this Agreement will automatically renew on a month-to-month basis, unless provision to the contrary pursuant to this Agreement. Upon renewal, the rate due and payable shall be the then current rate for Services.
14. **Termination by Customer.** Customer may, at any time, upon prior written notice to Cogeco indicating date of termination and, without cost, penalty or cancellation indemnity, other than payment of administration fees, cancel this Agreement or any Service. Applicable charges pertaining to terminated Agreement or Service shall continue to apply until the date of reception of the notice from Customer or, as applicable, any other subsequent date indicated by Customer in the notice. Customer acknowledges that administration fees may be charged by Cogeco in case of removal of one or more Services by Customer. Notwithstanding the aforementioned, in the event Customer subscribed to a Service as part of a promotion offered by Cogeco whereby Customer enjoys lower rates or other benefits ("**Promotion**"), or if this Agreement is concluded for a defined term, this Agreement shall then be in effect for a term of at least the minimum contract period required by the Promotion (the "**Promotion Period**") or the defined term. Customer shall be entitled to cancel the Agreement or a Service before the expiry of the Promotion Period or the defined term, but in this event, Customer shall pay Cogeco the applicable cancellation indemnity for the Agreement or Service indicated in the Agreement or, where the Agreement does not provide a cancellation indemnity, Customer shall pay Cogeco an amount representing the total amount which would have been paid to Cogeco from the date of termination of the Agreement or Service until end of the Promotion Period or the defined term. Unless Cogeco is otherwise notified in writing by Customer, the Agreement shall automatically renew at the expiration of the Promotion Period or the defined term, on a

monthly basis and at the regular rates then in effect for Services, and may thereafter be terminated in accordance with the terms set forth above and Customer shall remain liable for the payment of all outstanding balances accrued up to the effective date of termination. For greater clarification, Customer hereby waives any right, in law, to unilaterally terminate the Agreement before the expiry of the Promotion Period or the defined term, failing which, Customer expressly agrees to payment of an indemnity to Cogeco, pursuant to the terms hereof, in case of early termination of the Agreement.

15. **Termination by Cogeco.** Cogeco may, in addition to all other rights and at any time: (a) upon five (5) day prior notice to Customer, cancel this Agreement or any Service; (b) without prior notice, upon breach by Customer of any applicable laws; or (c) without prior notice, disconnect or suspend Customer's access to Services or cancel the Agreement: (i) if Customer fails to comply with one or more of the provisions of the Agreement; or (ii) upon the occurrence of any act of bankruptcy on the part of Customer, or if Customer becomes insolvent, relies upon any law governing insolvency, bankruptcy or arrangements with creditors or upon the commencement of bankruptcy proceedings against Customer.
16. **Modifications.** Cogeco may change, modify, amend, add or remove any provision of this Agreement, at any time. Such changes may include, without limitation, modifications, additions to or removals from Services, their features and charges, or the terms and conditions upon which Cogeco distributes and Customer receives Services. Cogeco may provide written notice to Customer, which notice may be sent via e-mail, mail or by posting such changes on its www.cogeco.ca website. Customer is encouraged to visit the www.cogeco.ca website from time to time to review any changes of the terms and conditions of this Agreement.
17. **Use of Services.** By using Services, Customer expressly agrees to be bound by the terms and conditions of this Agreement, including, without limitation, continued use of a Service following implementation of any modifications, as provided in section 16. If Customer does not agree with the terms and conditions of the Agreement, Customer must immediately cease using Services and notify Cogeco in writing. If Customer notices any theft, unauthorised or unlawful use of Services, Customer must immediately inform Cogeco, either in writing, by calling Cogeco's customer service or by accessing the www.cogeco.ca website.
18. **Customer Service.** Customer may contact a Cogeco Customer Service representative via telephone number provided on the www.cogeco.ca/en/business/contact/support website. Customer shall immediately notify Cogeco in the event of degradation or interruption of Service. Cogeco shall make available a Cogeco Customer Service representative on a twenty-four (24) hour a day, seven (7) day a week basis.
19. **Intellectual Property.** Neither party will acquire any rights, titles or interests, in any intellectual property rights belonging to the other party, or the other party's licensors. All ownership rights, titles and intellectual property rights in and to the content accessed through any Services are the property of the applicable content owner and may be protected by copyright or other applicable laws.
20. **Dispute Resolution.** In the event of dispute arising or deriving from the Agreement, the parties shall attempt to negotiate a settlement of the dispute, in good faith, within fifteen (15) Business Days from the date the dispute arose. Where the parties cannot settle the dispute, the parties may submit the dispute to mediation before a qualified mediator jointly designated by the parties. Failing settlement, the parties will refer the dispute to arbitration before a single arbitrator for full and final settlement of the dispute. Arbitration shall be governed by applicable arbitration laws in the Province in which Services are delivered to Customer by Cogeco. Each party shall bear its own costs. Customer agrees to waive any right to commence or participate in any class action against Cogeco related to any dispute.
21. **General Terms.** (a) Enforceability. The failure of Cogeco to enforce this Agreement, for whatever reason, shall not be construed as a waiver thereof. (b) Assignment. Customer may not assign or transfer any part of this Agreement without the prior written consent of Cogeco. Customer agrees that Cogeco may assign all or part of its rights under this Agreement, at any time and under any circumstance. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. (c) Applicable Laws. This Agreement shall be governed and construed in accordance with the laws applicable in the Province in which Services are delivered to Customer by Cogeco. (d) Precedence and Entire Agreement. Notwithstanding any contrary language in Customer's purchase order, correspondence or other form of acknowledgement, this Agreement supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between Cogeco and Customer. No contract shall exist except as herein provided. (e) Validity. Any section, item or other subdivision of the Agreement which is, or becomes illegal, invalid or unenforceable shall be severed from the Agreement and shall not affect or impair the remaining provisions hereof. (f) Non-disclosure. Neither party shall



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disclose, advertise, or publish any of the terms and conditions of this Agreement to a third party without the prior written consent of the other party. (g) Notices. All notices shall be provided in writing, delivered in any form which provides valid proof of transmission, addressed to the party for which it is intended at the address set out in this Agreement and any change of address shall be provided in same manner.