



COGECO CONNEXION INC.
Specific Terms and Conditions – Business Solutions
Schedule – Fiber Services
Last revision: October 15, 2020

1. **Service Order Procedure.** Customer shall acquire Services from Cogeco using a Service order form (the "**Service Order Form**"). Each Service Order Form is prepared and provided by Cogeco, and contains the following information: (i) description of Services; (ii) monthly charges payable to Cogeco; (iii) location of Customer Service sites; (iv) additional service-specific terms and conditions; (v) initial term for Services expressed in years or months, as applicable; (vi) anticipated date of activation of Services; (vii) all relevant provisioning, technical, and billing contacts; (viii) technology requirements for each Customer Service site including points of demarcation (the "**Demarcation Point**") and/or interconnection.
2. **Service Provision.** Cogeco shall notify Customer (the "**Service Provision Notice**"), in advance, of the date and time that Cogeco shall activate Services at the Demarcation Point. Upon receipt of the Service Provision Notice, Customer shall identify a time, date and representative to meet Cogeco's representative at the Service Site within two (2) Business Days (the "**Service Provision Date**"), in order to complete installation and testing Services from the Demarcation Point to Customer's communications equipment (the "**Communications Equipment**"). In the event that Customer fails to complete installation by the Service Provision Date, Cogeco shall be deemed having completed all necessary work for provision of Services. Thereafter, the commencement of the initial term for each Service shall be the Service Provision Date and all charges payable to Cogeco for provision of the Services shall be calculated as of the Service Provision Date. If the Service Provision Date falls on a day other than the first day of a calendar month, monthly charges for the provision of Services during said calendar month shall be pro-rated to the Service Provision Date.
3. **Cancellation of Services by Customer.** Unless otherwise specifically specified in writing by Cogeco and Customer and notwithstanding any terms to the contrary in this Agreement, each Service shall have a minimum initial term of twelve (12) months commencing on the Service Provision Date. Subject to the Substituted Service provisions set forth below, in the event that Customer terminates all or a portion of such Services (the "**Terminated Services**"), at any time commencing on the date of acceptance of Service Order by Cogeco and ending prior to the provision of Service, Customer shall pay to Cogeco, forthwith upon demand by Cogeco, all charges including out-of-pocket expenses incurred by Cogeco prior to the date of receipt of notice of termination from Customer. For greater clarity, such charges include, without limitation, Cogeco engineering costs as well as third party contractual obligations (including inter-carrier costs) incurred by Cogeco or for which Cogeco is obligated to pay with respect to Terminated Services. No rebates will be given for any activation (including line termination fees), or installation charges paid by Customer prior to Service Provision Date. In case of early cancellation of a Service Order, at any time after the Service Provision Date, an amount representing sixty (60%) percent of the outstanding value of the Service Order shall be paid by Customer to Cogeco. Following the first anniversary of the Service Provision Date and notwithstanding any terms to the contrary, Customer's request for cancellation of a Service must be sent in writing with sixty (60) days' prior notice to Cogeco. For greater clarification, Customer hereby waives any right, in law, to unilaterally terminate the Agreement before the Service Provision Date, 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.
4. **Substituted Service.** Customer may substitute a Service (the "**Substituted Service**") during the initial twelve (12) month term (or such minimum term specified in the Service Order Form), provided that the monthly recurring cost of such Substituted Service shall be equal to or greater than the cost of the Terminated Service and Cogeco has sufficient capacity available on its network to provide the Substituted Service. In such case, Customer shall bear all non-recurring activation and installation charges regarding provision of the Substituted Service. Upon provision of the Substituted Service and notwithstanding any terms to the contrary, Customer may not suspend or terminate the Substituted Service for a period of twelve (12) months from the date when Service substitution took effect (the "**Substituted Service Term**"). In the event that Customer suspends or terminates the Substituted Service prior to the completion of the Substituted Service Term, Customer shall pay to Cogeco forthwith upon demand by Cogeco, all charges which would otherwise have been payable by Customer to Cogeco had the Substituted Service been provided as contemplated for the balance of the twelve (12) month Substituted Service Term. In the event that Customer terminates Services after the completion of the Substituted Service Term, the indemnity payable for early termination is sixty (60%) percent of the outstanding value of the Service Order.

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5. **Network Management Service.** Network surveillance and fault management shall be performed on a 7 day per week, 24 hour a day basis for “lit” Services. Name and address management, and management of moves, adds and changes will be performed on Business Days.
6. **Customer Obligations.** Customer shall: (i) be responsible to provide first line support personnel to act as interface between the parties for all Services performed; (ii) notify Cogeco of Customer due dates for moves, adds and changes, which must be vetted by Cogeco and requests provided in writing to Cogeco in advance; and (iii) not upload or download any illegal material.
7. **Fees upon Renewal.** Upon expiration of the initial term specified on the Service Order Form, Services provided pursuant to the expired Service Order shall be automatically extended on a month-to-month basis pursuant to the terms and conditions of this Agreement, effective on the first day following the expiration of the Service Order, unless Services are terminated in accordance with the provisions herein, or Customer renews the Services for a fixed term pursuant to a rate agreed to by Cogeco and Customer.
8. **Termination by Cogeco.** In addition to other termination rights provided in this Agreement, Cogeco may:
 - 8.1 terminate affected Services at any time upon written notice to Customer if Cogeco rights of access to a Service site through which it serves Customer are terminated by a building owner or property manager. Cogeco however, shall employ commercially reasonable efforts to renew or extend access to the affected Service site, which may include a request for regulatory intervention. In the event that Cogeco rights of access to a Service site is terminated by a building owner or property manager due to damage, destruction or reconstruction of the premises housing the Equipment, Cogeco and Customer shall consult to determine whether work-around solutions exist in order to continue to providing Services to Service site and determine a plan for migration of Services to an alternative Service site; or
 - 8.2 terminate or suspend Services if Customer: (i) uses or permits others to use any Service for a purpose or in a manner which is not permitted pursuant to the provisions of the Service Order Form or this Agreement, or in a manner that is contrary to applicable law; (ii) fails to provide Cogeco with reasonable entry and access, at reasonable hours, to install, inspect, repair and remove Equipment or facilities, and to perform necessary maintenance in cases of network-affecting disruptions involving Customer-provided facilities; or (iii) engages in illegal behaviour and such termination or suspension of Services is necessary in order to protect Cogeco from legal liability.