



Commercial Building Access Agreement

Between: Click here to enter text. ("Landlord")

And: Cogeco Connexion Inc. ("Cogeco")

For access to the property known municipally as: Click here to enter text. ("Property")

This Commercial Building Access Agreement ("Agreement") is effective once the Landlord has reviewed, approved and signed the initial Site Information Drawing ("SID") prepared by Cogeco showing its conduits, cables, equipment and infrastructure ("Equipment"), and its routing in, over and throughout the Property. A signed copy of the SID shall be attached and form part hereof.

- 1. As of the date hereof and as long as Cogeco provides Services within the Property ("Term"), the Landlord agrees to:
1.1 provide Cogeco 24/7 access to the Property, in accordance with Landlord's reasonable security requirements and building rules and regulations, to install, test, operate, maintain, upgrade and deliver ("Work") its telecommunication services (voice, data, video, Wi-Fi, and related services, the "Services") to persons within the Property;
1.2 grant Cogeco non-exclusive use of common areas in the Property, designated on the SID, to install and leave its Equipment within a location free from any tampering and, grant non-exclusive use of the Landlord's existing conduits to install its cables from the property line into the common areas within the Property;
1.3 notify Cogeco reasonably in advance, and at least within ten (10) business days, of any activities that may interfere with the Equipment and/or any planned power outages or interruptions;
1.4 respond to Cogeco's request for installation of New Equipment, as illustrated on a SID, within five (5) business days; and
1.5 maintain comprehensive general liability insurance for the Property.
2. During the Term of this Agreement Cogeco agrees:
2.1 that before it adds any Equipment in addition to what is existing or what is shown in the attached SID, including new cable drops to customer's premises ("New Equipment"), it will submit a new SID to the Landlord showing the New Equipment and will not proceed with adding the New Equipment until the Landlord's signs the new SID;
2.2 to perform all Work at its sole cost and expense in a good and workman-like manner in accordance with applicable laws, regulations and industry standards, to the satisfaction of the Landlord, acting reasonably;
2.3 to pay for any repairs to the Property resulting from damages done in performing any of its Work;
2.4 to pay, satisfy and discharge all liens or claims arising from Cogeco's Work on the Property;
2.5 that in the event Cogeco no longer provides Services to any persons within the Property, at its option, or as reasonably requested by the Landlord, to remove all Equipment and repair any damage resulting from such removal, at Cogeco's expense;
2.6 to indemnify and hold harmless the Landlord and its successors and assigns, from any liability, damage or loss arising as a result of the installation, use, maintenance, removal or otherwise of its Equipment and Services at the Property, by Cogeco, its employees, contractors, invitees or others for whom Cogeco is responsible at law; except where such liability, damage or loss is caused by the willful misconduct or negligence of the Landlord, its employees, contractors, invitees or others for whom the Landlord is responsible at law. Under no circumstances will either party be liable for any indirect, special, consequential, incidental, economic or punitive damages, including, without limitation, loss of income or loss of profits; and
2.7 to carry and maintain during the Term, in the amount of two million dollars (\$2,000,000), comprehensive general liability insurance against claims for death, personal injury and property damage in or about the Property, which shall:
(i) contain a cross liability clause insuring the Landlord in same manner and to same extent as if a separate policy had been issued to the Landlord naming the Landlord as an additional insured;
(ii) be primary and shall apply to any loss or claim before any contribution of the insurance of the Landlord is applicable; and
(iii) require the carrier of such policy to provide at least thirty (30) days prior written notice to the Landlord of any material change or refusal to renew such policy or termination or cancellation.
3. The parties agree that the Equipment is for the exclusive use of Cogeco and its customers and shall at all times remain the property of Cogeco, unless Cogeco explicitly surrenders any part of the Equipment to the Landlord after the Term. Cogeco may assign its rights and obligations in this Agreement to an affiliate. This Agreement is governed by applicable law in the province of Ontario.
4. The duly authorized representatives of the parties have signed on the date indicated below.

Landlord Signature: _____ Date: _____

Print Name and Title: _____

Mailing Address: _____

Cogeco Signature: _____ Date: _____

Tim Brown, Senior Manager Municipal and Industry Relations, Legal Affairs
950 Syscon Road, P.O. Box 5076, Stn. Main, Burlington, ON L7R 4S6

