



- 1. Performance Parameters.** You must have subscribed to a Cogeco High Speed Internet Service of at least **80 Mbps** for the installation of our Managed Business Wi-Fi Services (the "**Wi-Fi Service**"). You acknowledge that if the 80 Mbps minimum is not maintained, we will no longer be able to provide your 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 your Wi-Fi Service solution, is not included in your monthly fees and additional 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 us. We shall provide you with a feasibility assessment 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 your 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 your employee service set identifier ("**SSID**") requiring changes in the Ethernet aggregation equipment after the initial installation of your Services or configuration of a third SSID, shall be at your sole expense, at the rate then applicable.



and/or walls. We shall attempt to keep any damage to your premises to a minimum during such installation and will repair any damage directly caused by us to your premises during such installation. You agree to provide a standard electrical power source for the operation of the Wi-Fi Equipment.



- 7. Termination by Customer.** Should you decide to terminate Wi-Fi Services at any time prior to expiration of the Initial Term, you shall pay us, 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 your Wi-Fi Services, as well as the total amount of installation fees paid by us. Both of us agree that such liquidated damages are a genuine pre-estimate of damages we would suffer as a result of termination of your Wi-Fi Services or your Agreement at any time during the Initial Term. Notwithstanding the foregoing, if you terminate the Agreement prior to activation of your Wi-Fi Services, you shall pay us the total amount of installation fees.

#### **Unlimited Wi-Fi Hotspot**

- 8. Performance Parameters.** We have the right to define, at our sole discretion, the performance parameters and other components of your 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.
- 9. Disruption of Service.** If you wish to carry out any work on your premises that could affect the Wi-Fi Equipment, you shall notify us in writing at least **90 days** in advance, except in the case of an emergency. An "emergency" means any situation where work must be done on your premises that you could not reasonably have foreseen. If your work requires change or relocation of Wi-Fi Equipment, such change or relocation shall be performed by us at your expense, after an agreement is reached with you.
- 10. Cogeco Advertising.** You grant us the right to advertise your participation and promote your location as a public Wi-Fi Service. You grant us a non-exclusive, royalty-free license to use your names, trademarks and logos in connection with such advertising and promotion.
- 11. Customer Advertising.** You agree to use the marketing material that we provide to you from time to time, but only for end-users of your Public Wi-Fi Services and only at the location where Public Wi-Fi Services are delivered. You shall neither modify the marketing material we provide nor use our trademarks without our prior written.

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