

1. **Business Phone Services.** We provide 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.** You must have our data circuit to qualify for Hosted PBX Solution Services provided over fibre facilities and with less than **21 seats**. We will not incur nor assume any liability whatsoever arising from the connection of equipment we have not provided or sold for the Hosted PBX Solution or, from any modification to the configuration of IP Phones or Wireless IP Phones that we sold to you. We grant a **1 year** warranty on IP phones, wireless IP phones, headsets and EHS adapters purchased from us. Warranty will not apply if: (i) warranty period has expired; (ii) identification tags/stickers have been removed from the product; or (iii) to our knowledge and at our discretion, the product has been damaged by your misuse. When warranty is applicable, we will, without charge, replace your defective product. You acknowledge and agree 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.** If you terminate the Hosted PBX Solution Services prior to expiration of the Term, you shall pay us, upon demand and 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. You agree that such liquidated damages are a genuine pre-estimate of the damages we would suffer as a result of you terminating the Hosted PBX Solution Services at any time before the end of the Term. Notwithstanding the foregoing, if you terminate the Agreement prior to activation of the Hosted PBX Solution Services, you shall pay all costs we incurred in connection with the Agreement, including, without limitation, labour and travel expenses, site visits 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: (i) associated with a fixed address and a telephone number that is not native to one of the exchanges within Customer's serving Public Safety Answering Point ("**PSAP**"), or (ii) has 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 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 your 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 us upon initial installation of such Business Phone Service, which is registered in the 911 database associated with your telephone number. We install equipment that must remain where Business Phone Services were initially installed as long as you use or subscribe to Business Phone Services in order to ensure that 911 calls will be transferred to the Emergency 911 Call Center serving your service address.
 - 3.3 **Contact Information.** You are solely responsible for providing us with complete and updated address/location and contact information, including when an end-user moves the IP Phone to a location not associated with the registered address/location in order to avoid dispatching emergency services to the wrong address/location. We will not be liable for any impact on emergency service dispatch caused by incomplete or inaccurate contact information that you provide. Consequently, you further agree to indemnify and hold us harmless as well as our affiliates, officers, directors, shareholders, employees, agents, consultants, carriers and our suppliers, from and against 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 or 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.** You acknowledge and understand the nature and limitations of the Basic 911 Service and your obligation to inform all end-users and potential end-users about the nature and limitations of the Basic 911 Service. If you are not comfortable with the limitations of Basic 911 Service, we recommend switching to a Business Phone Service with an Enhanced 911 service. You are solely responsible for attaching 911 warning stickers in a visible location on all telephone sets.
 - 3.6 **Territorial Limitations.** You acknowledge and agree that 911 calls originating from an address/location outside of Canada cannot be routed to a PSAP or emergency service by the Operator. You also acknowledge and agree that 911 calls originating from any address/location within Canada but outside of our 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, you acknowledge and agree that delays may occur in the dispatching of emergency services to the correct address/location, and we therefore recommend that if you are outside of our 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 you experience one of the following, without limitation, 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 us in accordance with this Agreement. In light of the characteristics and limitations of the 911 service, you acknowledge that you may experience failure, disruption or delay in 911 service and that we as well as our 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.** You must have our data circuit to qualify for SIP Trunking Services provided over fibre facilities for an initial term of less than **3 years**. You qualify for standalone SIP Trunking Services provided over fibre facilities for an initial term of **3 years** or more.
- 4.2 Early Termination of SIP Trunking Services.** If you terminate SIP Trunking Services prior to expiration of the term provided in the SIP Trunking/PRI Replacement Commercial Agreement, you must pay us, upon demand, in one lump sum as liquidated damages and not as a penalty, **50%** of the total remaining monthly fees for the terminated service if provided over cable, or **60%** of the total remaining monthly fees for the terminated service if provided over fibre. You agree that such liquidated damages are a genuine estimate of the damages we would suffer as a result of you terminating the service before the end of the term. Notwithstanding the foregoing, if you terminate service prior to activation, you must pay us all costs we incur 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 applicable administration fees.
- 5. Business Phone Service Use.** The Business Phone land line should only be used from your telephone located at our service address, connected to the equipment. We have no obligation to notify you of any suspected fraudulent or inappropriate usage of the Business Phone Service. We however reserve the right to take any measures deemed 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.** We will not incur nor assume liability for any recordings that are stored on your voice messaging or other call recording services, where applicable. You are fully responsible to save recordings on your own media in a timely fashion for archival purposes.
- 7. Billing.** You are responsible for paying for all calls originating from, and charged calls accepted at, your telephones or via any equipment that you have 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.** You shall not use any Business Phone Service for activities such as telemarketing (including, without limitation, charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast or fax blasting. You are also prohibited from reselling or transferring Business Phone Services to another person for any purpose, or charging fees for the use of the Business Phone Services, without our prior written permission. It is your responsibility to ensure that no one gains unauthorized access to the Business Phone Service via any equipment that you have attached to the service, including, but not limited to, answering machines or Private Branch Exchange (PBX) systems. You are solely liable for the security of any device you attach or authorize to attach to our 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 you, infringes the terms of this section, the Agreement or exceeds reasonable usage limits, as we determine, at our sole discretion, we may, at any time and without prior notice, limit or suspend your access to Business Phone Services. In such case, you must contact our customer service which may require payment of charges in order to restore your access to Business Phone Services. We may also impose additional charges if you exceed the usage limits that we set out from time to time for Toll-Free Service (<https://www.cogeco.ca/en/business/phone>).
- 9. Business Phone Number.** We reserve the right to change the number we assigned to you, but will, however, take all reasonable measures to prevent such occurrence. In the event of such change, we will endeavour to give you reasonable prior notice.
- 10. Monitoring Use.** Although we have no obligation to monitor your Business Phone Service usage, we reserve the right to monitor usage from time to time to operate your Business Phone Service. Any correspondence that we send to you with respect to usage will be sent to the primary contact email address attached to your account or via the account principle details.
- 11. Interruption of Business Phone Service.** You understand and acknowledge 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, or otherwise pursuant to this Agreement.
- 12. Limitation of Liability.** We will not incur nor assume any liability whatsoever arising from connection of non-voice equipment to Business Phone Service, such as medical monitoring devices or security systems. By accepting this Agreement, you acknowledge and waive the right to make any claim against us for any interference with or disruption of such systems resulting from connection to your Business Phone Service. In the event you decide to proceed with connection of such non-voice equipment to your Business Phone Service, you shall seek and obtain confirmation from the supplier or manufacturer thereof that the same is compatible and may be used efficiently with the Business Phone Service, and you shall perform required tests.

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