

We give specific meanings to some terms in the agreement to ensure our common understanding. They are capitalized to help you find them in the text.

You grant us a right of access to install and/or use equipment to offer services to you and the occupants.

We shall notify you before entering onto your property, except in case of emergency.

We have the right to maintain and replace our equipment.

We will need you to assist us in preventing any interference with our equipment.

The equipment we install remains our property.

We need access to a designated space with power supply, conduits and wiring to install our equipment.

1. **Services.** These Access Agreement Terms and Conditions set out our understanding regarding Cogeco Connexion Inc. (“Cogeco”, “we”, “us” or “our”) access to Your Property to deliver the telecommunication services (“Services”) that we will provide to You.
2. **Definitions.** In this Agreement, (i) “Agreement” shall mean the access agreement You executed with Cogeco, Cogeco’s Acceptable Use Policy (“AUP”), Privacy Policy, other applicable policies posted on our website, these terms and conditions and any other document or schedule, that we deem part of the Agreement; (ii) “Occupant” shall mean the end-users of our services; (iii) “Property” shall mean the lands and buildings indicated in the Agreement; (iv) “You” shall mean a person or entity acting for commercial or business purposes, named as owner of the Property and entitled to receive any notice and information relating to this Agreement or the Services.
3. **Rights granted.** You grant us the non-exclusive right to: (i) enter and access your Property and its common areas; (ii) use in-building wire, as defined by the Canadian Radio-television and Telecommunications Commission (“CRTC”) in Telecom Decision 99-10 (“In-Building Wire”), inside wire, as defined in the Broadcasting Distribution Regulations (“Inside Wire”) and cables owned, used or controlled by, or licensed to You, us or any third party; (iii) provide You, the Occupants and their guests with the Services or other telecommunications services.
4. **Access.** The right of access and use that You grant to us may be exercised at any time by Cogeco, its representatives, agents and employees. We will provide You with reasonable notice of our intention to enter onto your property. However, You agree that in case of emergency, we will be permitted to access the Property at any time, without notice.
5. **Equipment.** You grant us the right to construct, install, test, operate, maintain, repair, service, modify, remove, relocate and replace the Equipment on the Property. “Equipment” includes, but is not limited to, any of our owned or licensed cables, equipment, In-Building Wire, fibre optic cable, signals, infrastructure or other apparatus, which are necessary or accessory to enable and deliver the Services to the Occupants. We will perform our work and installations in a good and workmanlike manner. We may change, alter or replace the Equipment. You agree not to allow any person or entity to use, change, remove or interfere with any or part of our Equipment located on the Property without our prior written consent. You shall be liable for damages resulting from unauthorized access to our Equipment. If the equipment or activities of third parties interfere with our Equipment or the Services, You agree to assist us in obtaining the removal of the interference within a reasonable time frame. You agree that we will retain title to the Equipment that we install or supply to provide Services to the Property. You expressly waive any right of accession to our Equipment. When this Agreement comes to a term, we shall have the right but not the obligation to remove our Equipment.
6. **Equipment Space.** You agree to provide us with access and use of the floor space in the main terminal room or other spaces on the Property, to our reasonable satisfaction, to house or store the Equipment (the “Equipment Space”), at no charge. The Equipment Space requires adequate power supply for the proper operation of the Equipment. You agree to provide us, at your cost, with the electrical power reasonably required for the delivery of the



COGECO CONNEXION INC.
Access Agreement - Terms & Conditions
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Services or any other telecommunications services we offer to the Occupants. You confirm that you have supplied and installed, at your cost, the necessary conduits in, on or under the Property permitting us to install the Equipment. This includes installation of home run wiring to each outlet, including electrical receptacles.

Notify us in advance if you wish to carry out work that could affect our equipment or services to the occupants.

7. **Work on Property.** If You wish to carry out any work on the Property that could affect our Equipment or our Services, please notify us in writing at least ninety (90) days in advance, except in the case of an emergency. If Your work requires that our Equipment be moved or relocated, we shall perform such change or relocation after reaching an agreement with You. These changes will be at Your expense.

We would like to promote our services to the occupants.

8. **Occupant Information.** We would like to obtain the Occupants names and contact information for the sole purpose promoting our offers and activating the Services. You agree to obtain prior written consent from the Occupants before providing us with this information.

These are additional responsibilities that apply to you.

9. **Your Responsibilities.** (a) Insurance. You shall subscribe to and maintain a commercial general liability insurance policy providing adequate coverage for any damage or personal injury arising on the Property. (b) Bulk Agreements. You agree not to enter into a bulk agreement for the provision of services similar to the Services provided in this Agreement with any other supplier during the term of this Agreement, including any renewals.

This section 10 does not apply if our agreement with you only provides us with access rights.

10. **Services to Occupants.** This section only applies if Services are offered to the Occupants. (a) Payment Terms. All amounts owed to us are due on the date shown on the invoice, in Canadian dollars. We may 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 for costs incurred as a result of collection efforts on outstanding amounts. Overdue accounts may result in suspension or cancellation of Services. (b) Royalties. You are responsible for the payment of charges and royalties to artists', authors' or composers' guilds or associations if You use musical or other works or communicate them to the public. These charges or royalties are not included in this Agreement. You agree to indemnify and hold us and our affiliates, harmless in connection therewith. (c) Cogeco Terms. You agree to provide each Occupant with Cogeco's service Terms and Conditions, AUP and any other document or material regarding the Services to the Occupants.

If your occupants receive services, these terms apply.

This section 11 applies to you only if our agreement with you pertains to a condominium building.

11. **Condominium.** This section only applies to condominium buildings. (a) Transfer of title. This Agreement is intended to benefit and bind the Condominium Corporation. You acknowledge that this is a telecommunications agreement, and You will include a description of this Agreement in the declaration that forms the Condominium Corporation. You will provide a true copy of this Agreement to the first board of the Condominium Corporation, to be confirmed by resolution. (b) Right of way and easement. The rights of way and easements granted by this Agreement will run with the title to the Property, as servient tenement, for the benefit of lands described in the schedule to the Agreement, as dominant tenement, whether or not expressly described in the declaration creating the Condominium Corporation. Upon request, You shall execute and deliver, without charge, a registrable grant of the right of way and easement created by this Agreement in respect of the Property. Upon registration of the

We wish to ensure that rights under this agreement are transferred to the Condominium Corporation once construction is completed and the

Condo Corporation takes over.

condominium plan creating the Condominium Corporation, our easement and right of way will be automatically released and discharged without any further formality.. However, this Agreement shall remain registered against and remain an encumbrance upon all units specifically designated as telecommunications units and/or non-exclusive use of common elements on the condominium plan. We are not required to execute and deliver any consent, or status statement regarding documents registered. (c) Release. Upon the title registration of the condominium plan creating the Condominium Corporation, and provided that the board of directors of the Condominium Corporation has ratified this Agreement by resolution, then You shall be released from your obligations and liability, to the extent that the Condominium Corporation has expressly assumed such obligations.

Service interruptions may occur. We are not liable for damages resulting from service failures.

12. **Limited liability and indemnification.** We do not warrant availability of the Services without interruption. We disclaim all service levels, warranties, either express or implied, regarding Services provided and their performance and, upon provision of equipment or products, expressly disclaim warranties or conditions of non-infringement, satisfactory quality, merchantability and fitness for any particular purpose. Under no circumstances shall we, our affiliates and respective employees, representatives, officers and directors be held liable toward You or the Occupants for any direct or indirect damages arising from an interruption, delay or failure of service, notwithstanding their cause or duration, or failure to perform. You agree to indemnify and save us, our affiliates, and respective directors, officers, employees and agents harmless from and against any and all losses, suits, actions, causes of action, damages, costs, claims and expenses based on or arising from any representations You make to the Occupants regarding warranties, features or service levels for our service offer or any other claims from the Occupants. In no event shall we have any liability to You 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. In no event shall our liability towards You exceed the total amount that You have paid to us for any affected Service during the 3-month period immediately preceding the date of any claim.

You agree to indemnify us if you make any promises or representations to the occupants on our behalf, without our consent.

We may make changes to the services from time to time.

13. **Modifications.** We may modify this Agreement, at any time. Such changes may include, without limitation, modifications, additions to or removals from Services, their features and charges, or how we distribute and You or the Occupants receive Services. Please visit our www.cogeco.ca website for our updated terms and conditions.

In these specific circumstances, the agreement may be terminated by you or us.

14. **Termination.** A party may terminate this Agreement or we may cancel any Service (i) within thirty (30) days following receipt of a written notice of a material breach, if such breach is not cured, or (ii) immediately, in the event of bankruptcy, reorganization, assignment, petition or appointment of a trustee or such other act of insolvency of the other party. Termination may be subject to payment of early termination fees, as provided in the Agreement.

An act of God will suspend obligations for the impacted person. However, any payments will continue.

15. **Force majeure.** Neither party will be liable for a delay in performance or non-performance, in whole or in part, of this Agreement resulting from 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 failure, lack of or delay in transportation, shortage, delay caused by carriers or suppliers, our inability to obtain supplies, materials or services, unavailability or delay in delivery not resulting from a party's failure to timely place orders, government policies, permits, ordinances or laws, or any other contingency beyond its reasonable control (a "**Force Majeure Event**"). A delay due to a Force Majeure Event will extend the date of delivery or time for completion 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 You from your obligation to pay any amounts owed to us.

These general terms help to interpret this agreement.

16. **General Terms.** (a) Enforceability. The waiver of a right shall not be construed as a waiver of any other right. Any part of the Agreement which is, or becomes illegal, invalid or unenforceable shall be severed and shall not affect or impair the remaining provisions. (b) Assignment. You may not assign or transfer this Agreement without our prior written consent. 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 applicable laws in the Province in which we deliver Services to You. (d) Non-disclosure. Neither party shall disclose, advertise, or publish any terms of this Agreement to a third party without the prior written consent of the other party. Any press release, publication, advertisement or public disclosure of this Agreement or its content is subject to the prior review and written approval of the parties. (e) Notices. All notices shall be provided in writing, delivered in any form which provides valid proof of transmission, addressed to the party to which it is intended at the address set out in this Agreement. Any change of address shall be provided in the same manner. (f) Headings and captions. Headings and captions have been inserted for ease of reference only and shall not serve to interpret this Agreement. (g) Mediation. Parties shall make all efforts required to settle disputes amicably. Before submitting the dispute to the court, mandatory mediation shall be conducted by a single, independent expert and impartial mediator jointly designated by the parties or, failing agreement, by the court.