



COGECO PEER 1 LAN EXTENSION SERVICES AGREEMENT - SERVICE TERMS AND CONDITIONS

1. Services

- a) COGECO PEER 1 (CANADA) INC. ("Cogeco Peer 1") shall perform the Services indicated on the attached LAN Extension Services Agreement (the "Agreement") at the location(s) specified in such Agreement (the "Service Location(s)"). Cogeco Peer 1 may, at its sole option, elect to furnish all or any of the Services on its own network, or via any other route or combination of routes without notice to the Customer.
- b) Cogeco Peer 1 shall begin performing or providing the Services upon installation of Cogeco Peer 1's Equipment (as defined in Section 2), or as otherwise agreed to between the parties, and shall continue to perform or provide such Services during the Term (as defined in Section 6), unless any or all of the Services are earlier terminated in accordance with this Agreement.
- c) Cogeco Peer 1 may, without penalty (and specifically without the penalty set out in Section 5(c) below), suspend the provision of any of the Services to the Customer, for a reasonable length of time, in order to maintain, test or configure the Services or to perform such other work as Cogeco Peer 1 may determine is necessary or appropriate. Whenever possible, such suspensions in service will be preceded by reasonable prior notice to the Customer, and whenever possible, such suspensions will be scheduled after midnight and before 6:00 a.m. local time or on weekends.
- d) The parties agree that the scope of Services to be provided may be amended from time to time at the request of or with written authorization of the Customer, and any such amendment shall be deemed to be an amendment to this Agreement. The Customer acknowledges that changes in the scope of Services may result in additional installation Fees and/or Monthly Fees, and/or termination charges.

2. Cogeco Peer 1 Equipment

- a) Cogeco Peer 1 may install such wiring, cable, circuits, instruments, and other equipment (the "Cogeco Peer 1 Equipment") in a Service Location as Cogeco Peer 1 determines necessary or appropriate to connect the Service Location to Cogeco Peer 1's network and to perform the Services.
- b) The Cogeco Peer 1 Equipment shall be supplied and installed by Cogeco Peer 1 up to the Customer demarcation point, as defined by Cogeco Peer 1. The Customer acknowledges that the Cogeco Peer 1 Equipment shall be maintained and repaired only by Cogeco Peer 1 or Cogeco Peer 1's authorized agents. Cogeco Peer 1 may provide additional Services and/or Cogeco Peer 1 Equipment beyond the Customer demarcation point if requested by the Customer. The Customer acknowledges that such provision will result in additional Fees, in addition to the Installation Fees and Monthly Fees specified in this Agreement.
- c) Cogeco Peer 1 is the owner of all right, title and interest in and to the Cogeco Peer 1 Equipment, or has obtained the right to make the Cogeco Peer 1 Equipment available for use by the Customer from a third party. The Cogeco Peer 1 Equipment will at all times during and after the Term remain the property of Cogeco Peer 1 or such third party, as the case may be, regardless of the manner in which it is installed in or attached at the Service Locations. The Customer shall be responsible for any loss of or damage caused to the Cogeco Peer 1 Equipment as a result of the negligent or wrongful actions of the Customer or of any of its employees or authorized agents.
- d) Subject to Section 3(b), the Customer shall not, without Cogeco Peer 1's prior written consent, make any deletion, addition, correction or other alteration to the Cogeco Peer 1 Equipment, connect any Cogeco Peer 1 Equipment of the Customer or third party to the Cogeco Peer 1 Equipment, or permit modification to the Cogeco Peer 1 Equipment by any person not approved by Cogeco Peer 1.

3. Customer Obligations

- a) The Customer shall permit, or be responsible for obtaining permission for, Cogeco Peer 1 or Cogeco Peer 1's authorized agents to access the Service Locations at all reasonable times during regular business hours or as otherwise agreed between the parties in order to install, inspect, maintain, repair, replace or remove or perform such other work as Cogeco Peer 1 may determine is necessary or appropriate to all or part of the Services and/or Cogeco Peer 1 Equipment.
- b) The Customer may, at its own expense and with the prior consent of Cogeco Peer 1 interconnect its own equipment with the Cogeco Peer 1 Equipment, in accordance with the standards and procedures for interconnection and installation that are provided to the Customer by Cogeco Peer 1 from time to time. Such consent can only be given by the President of Cogeco Peer 1 or such other Cogeco Peer 1 employee as has been designated by the President in writing to the Customer. In such event, the Customer shall be responsible for ensuring that all of its interface equipment is compatible, and does not interfere, with the Cogeco Peer 1 Equipment and or the Services.
- c) The Customer shall, at its own expense, provide such space, shelter and electricity or shall, at its own expense, arrange for the provision of such space, shelter and electricity at the Service Locations for the Cogeco Peer 1 Equipment as Cogeco Peer 1 reasonably determines is necessary or appropriate, including such environmental control systems, lighting and security which Cogeco Peer 1 reasonably determines is necessary or appropriate for proper operation.
- d) The Customer shall not interfere with or damage or permit any other party to interfere with or damage the Cogeco Peer 1 Services, Cogeco Peer 1 Equipment or other operations of Cogeco Peer 1 or Cogeco Peer 1's other customers.
- e) The Customer shall not create or permit to exist any liens or encumbrances on the Cogeco Peer 1 Equipment.
- f) The Customer shall not use the Services or the Cogeco Peer 1 Equipment in any manner not contemplated under this Agreement, including, without limitation, resale of such Services or the Cogeco Peer 1 Equipment. Any such unauthorized use shall be considered a material breach of this Agreement.

4. Liability

- a) Neither party hereto shall be liable for incidental, consequential, special or indirect damages arising from or in connection with the breach of any provision of this Agreement or any attached Schedule(s), whether or not such damages were foreseeable or either party was advised of the possibility of such damages. The aggregate liability of either party arising out of or in connection with this Agreement shall not exceed the fees paid by Customer to Cogeco Peer 1 hereunder. The limitation of liability set forth in this section shall not apply to claims of personal injury or property damage due to the sole negligence or wilful misconduct of the party against whom the claim is made.
- b) In no event shall Cogeco Peer 1 be liable for the use of the Cogeco Peer 1 Equipment and Services by the Customer or any third party for unlawful or illegal purposes. The Customer hereby indemnifies and holds harmless Cogeco Peer 1 and its agents for any and all losses, damages, costs or expenses (including reasonable legal fees) resulting from any allegation, claim or action by a third party arising out of or relating to use of the Cogeco Peer 1 Equipment and Services by the Customer or any third party, for unlawful or illegal purposes or for any breach of this Agreement by the Customer.
- c) Cogeco Peer 1 makes no representations, warranties, conditions or guarantees as to merchantability, fitness for particular purposes or any other representations, warranties, conditions or guarantees regarding the Services or the Cogeco Peer 1 Equipment, whether express or implied, in law or in fact, or in writing, except as expressly stated in this Agreement.



The Customer acknowledges that it has not relied upon any representation, warranty, condition or guarantee made by Cogeco Peer 1, which is not expressly stated in this Agreement.

5. Fees

- a) The Fee(s) specified in the Agreement, including any security deposit, if any, shall be paid by the Customer to Cogeco Peer 1 in accordance with Section 5(d) herein in full without any right of set-off or deduction. The Customer shall pay Cogeco Peer 1 any applicable sales, use, goods and services, value added or similar taxes payable with respect to the Fee(s), or otherwise arising with respect to this Agreement.
- b) Cogeco Peer 1 agrees that in the event of a price decrease in its standard retail Service Monthly Fee rates, the Customer will automatically be converted to the lower rate(s).
- c) When a Service Interruption occurs for a period of at least one (1) hour in any twenty-four (24) hour period, the Customer shall be credited with an allowance equal to one thirtieth (1/30) of the Monthly Fee for that particular month applicable to the Service which is rendered useless or substantially impaired, per day of the Service Interruption. Such allowance will be applied against the Customer's next Monthly Fee billing. "Service Interruption" means a failure by Cogeco Peer 1 to provide the Services (or any particular Service) substantially in accordance with service specifications (set by Cogeco Peer 1 from time to time) for reasons other than:
 - i) Capacity shortages not caused by Cogeco Peer 1;
 - ii) The failure or non-performance of any service equipment or facilities provided by the Customer, an interexchange carrier or another third party;
 - iii) Any act or omission by the Customer including, without limitation, interruptions required to correct interference to a Service caused by the Cogeco Peer 1 Equipment of the Customer or a third party connected to or used in conjunction with the Service;
 - iv) Any unlawful, illegal or improper use of the Cogeco Peer 1 Equipment or any Service;
 - v) Any period during which Cogeco Peer 1 interrupts the performance of the Services in conformity with the provisions of Section 1(c) herein;
 - vi) The occurrence of an event of Force Majeure (as defined in Section 9);
 - vii) Interruptions due to power fluctuations or power failure at the Service Location; or
 - viii) Access cannot be gained to the Service Locations.
- d) Cogeco Peer 1 will invoice the customer for the Installation Fee(s) (and all applicable taxes) forthwith following installation. Cogeco Peer 1 will invoice the Customer the Monthly Fee(s) (and any applicable taxes) every month in advance. The Customer shall pay to Cogeco Peer 1 all invoices within thirty (30) days of their receipt. A late payment charge of 1.5% per month may be applied to any invoice for which payment has not been received by Cogeco Peer 1 within the above-mentioned delay. In the event that a particular Service is commenced on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, the Fee in respect of such Service shall be pro-rated based on a thirty (30) day month.
- e) Where payments have been made for charges that should not have been billed, or that were over billed, the Customer will be credited with the overpayment back to date of the error up to a maximum of one year from the date the error was identified. If the Customer does not dispute the charge within one year of the date of a statement, the right to have the excess credited for the period prior to such statement is lost.
- f) The Customer is not responsible for paying previously unbilled or underbilled charges except where the charge is correctly billed within a period of one year from the date it was incurred.\

6. Termination and Termination Charges

- a) This Agreement shall become effective on the date upon which this Agreement is executed by the Customer and Cogeco Peer 1. The term of Service ("Term") shall commence on the date of Service Installation and shall continue in full force and effect until the earlier of:
 - i) The expiry of the Term specified in the LAN Extension Services Agreement; or
 - ii) The termination of the Agreement in accordance with this Section.
- b) Upon the expiry of the Term of this Agreement (including any renewal period), the Customer may extend this Agreement on a year-to-year basis at Cogeco Peer 1's then current Monthly Fee which Cogeco Peer 1 charges to its new customers and this Agreement shall continue on a year-to-year basis subject to termination pursuant to Section 6(c) or on 30 days written notice by either party to the other, unless otherwise prohibited by applicable laws, or, subject to Cogeco Peer 1's approval, the Customer may sign a new Agreement for the Services.
- c) Cogeco Peer 1 may terminate any Service under this Agreement, at Cogeco Peer 1's discretion, immediately, without further obligation to the Customer in the event of:
 - i) Any repetitive failure by the Customer to pay any Fee(s), payments for Cogeco Peer 1 Equipment, or other amounts when due hereunder or any material breach of this Agreement by the Customer which cannot be resolved or is not resolved to Cogeco Peer 1's satisfaction, acting reasonably, within fifteen (15) days of Cogeco Peer 1's notifying the Customer of such breach;
 - ii) Any merger, consolidation or similar transaction or acquisition or sale, lease or other transfer of all or substantially all of the assets or voting shares of the Customer, or any other change in the control or ownership of the Customer;
 - iii) The Customer making or being deemed to have made a general assignment for the benefit of creditors under the Bankruptcy and Insolvency Act (the "Act"), or if a petition is filed against it under the Act, or if it shall be declared or adjudicated bankrupt, or if an application is made in respect of it under the Companies Creditors Arrangement Act, or if a liquidator, trustee in bankruptcy or receiver institute proceedings against the Customer to be adjudged bankrupt or insolvent or consents to the institution of such appointment or proceedings, or if it admits in writing an inability to pay debts generally as they become due or becomes an "insolvent person" as that term is defined in the Act;
 - iv) Use of the Services and/or Cogeco Peer 1 Equipment for any illegal or unlawful purposes or any purposes which is contrary to Cogeco Peer 1's acceptable use policy, as amended from time to time; or
 - v) Cogeco Peer 1 being required by law to cease providing Services.
- d) The Customer may terminate this Agreement immediately, without further obligation to Cogeco Peer 1 and notwithstanding anything contrary under applicable law including but not limited to Article 2125 of the Civil Code of Quebec the parties exclusive termination rights, other than the obligation to pay amounts owing for Services provided to the date of such termination under the following conditions:
 - i) By paying immediately to Cogeco Peer 1 the remaining value of aggregate Monthly Fees under this Agreement;
 - ii) By entering into a new Agreement for Services for a term and quantity equal to or greater than the original Agreement; and,
 - iii) Pursuant to the provisions of Section 9.
- e) Upon termination:

- i) Cogeco Peer 1 may immediately remove any Cogeco Peer 1 Equipment from the Service Locations and the Customer shall permit, or obtain permission for, Cogeco Peer 1 and its agents to access the Service Locations for such purpose;
- ii) The Customer shall pay Cogeco Peer 1 any and all amounts owed by the Customer to Cogeco Peer 1 pursuant to this Agreement and all costs (including reasonable legal fees) incurred by Cogeco Peer 1 in attempting to protect Cogeco Peer 1's rights or remedies, or to cause the Customer's compliance with its obligations pursuant to this Agreement.

7. Assignment

The Customer may not assign any rights or obligations under this Agreement to any third party without the express written consent of Cogeco Peer 1, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Customer may resell the use of the LAN Extension to a third party customer.

8. Confidentiality

During and after the Term, each party (the "Receiving Party") shall maintain strictly confidential all information, financial, technical, or otherwise, disclosed by the other party (including the terms of this Agreement), which is disclosed in circumstances of confidence or would be understood by the party, exercising reasonable business judgment, to be confidential, and shall not copy or use any such information except as contemplated by this Agreement. The foregoing shall not apply to information which is or becomes publicly known otherwise than by reason of a breach of this Agreement by the Receiving Party or has been independently developed outside the scope of this Agreement. Where the Receiving Party is required by law or by a tribunal of competent jurisdiction to disclose confidential information, it shall notify the Disclosing Party of such event so that the Disclosing Party may seek an appropriate protective order. Notwithstanding the foregoing, a party hereto may disclose the other party's confidential information to its agents, provided that such agents agree to be bound by confidentiality obligations equivalent to this section.

9. Force Majeure

- a) If at any time during the Term, Cogeco Peer 1 is unable to provide any or all of the Services by reason of the occurrence of an event of Force Majeure (defined in Section 9(b)), Cogeco Peer 1 will be excused from the performance of its obligations hereunder, during the continuance of such inability, Provided that Cogeco Peer 1 provides written notice of the occurrence of the Force Majeure to the Customer within five (5) days of its occurrence and takes all reasonable measures to prevent or remove the Force Majeure. In the event of the occurrence of an event of Force Majeure, Cogeco Peer 1 may provide the Customer with bridge service, if possible, and the Customer may, at its option, terminate the Agreement with written notice if Cogeco Peer 1 cannot resume provision of the Services within two (2) months of the occurrence of the event of Force Majeure.
- b) "Force Majeure" means an event that is outside of the control of Cogeco Peer 1 and includes: a fire, rain, flood, epidemic, earthquake, snowstorm, ice build-up, quarantine, embargo, or other act of God; explosion, damage or destruction of Cogeco Peer 1 Equipment or facilities; strike, lockout, or other material dispute with workers; riots, civil disputes, war (whether declared or undeclared) or armed conflict; any municipal ordinance or provincial or federal law, governmental order of regulation or order of any court or regulatory body requiring Cogeco Peer 1 to cease providing the Services; the inability to obtain, or any material delay in obtaining local access for any reason whatsoever; any other event which renders continued provision of a Service or the Services under the Agreement impossible, impracticable or illegal.

10. General

- a) Any notice, request, demand, consent or other communication provided or permitted hereunder shall be in writing and given by personal delivery, or sent by registered mail, postage prepaid, or transmitted by facsimile or other form of recorded communication, tested prior to transmission,

addressed to the party for which it is intended at its address set out on the Agreement; provided, however, that either party may change its address for notice by giving ten (10) days prior written notice of such change to the other party in the manner prescribed above. Any notice so given shall be deemed to have been received on the date on which it was delivered or transmitted by facsimile or other form of recorded communication.

- b) This Agreement will be governed by and construed in accordance with the law of the Province of Quebec. The parties hereby attorn to the jurisdiction of the courts of the Province.

Services, products, technology, materials, tools, and technical data delivered by or to Cogeco Peer 1 may be subject to the trade, commerce and export control laws of Canada and other countries, including the United States. The Customer agrees to comply with all applicable trade, commerce and export laws of these countries, including but not limited to those which may prohibit export to certain destinations or require you to obtain export or import permits and licenses from governmental trade authorities. The Customer will not use or provide products, Services, technology, materials, tools, and technical data for nuclear, missile, or chemical and biological weaponry end uses.

The Customer will comply with all applicable anti-corruption laws of Canada and other countries, including the United States Corrupt Practices Act, the Canadian Criminal Code and Corruption of Foreign Public Officials Act. Neither the Customer nor any of its representatives shall, directly or indirectly, offer or pay anything of value (including gifts, travel, entertainment expenses and charitable donations) to any official or employee of any government, government agency, political party or public international organization, or any candidate for political office, to (i) improperly influence any act or decision of such official, employee or candidate for the purpose of promoting the business interests of the other party in any respect, or (ii) otherwise improperly promote the business interests of the other party in any respect.

Neither the Customer nor any of its representatives shall use its relationship with Cogeco Peer 1 to attempt to disguise the sources of illegally obtained funds.

- c) If any section, provision or part of this Agreement is held to be unenforceable, invalid or illegal, then it shall be severed and deemed to be deleted and the remaining provisions shall remain valid and binding.
- d) No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- e) Time is of the essence of this Agreement.

This Agreement and all related documents have been drawn up in English at the mutual request of the parties hereto. La présente convention et tous documents y afférents ont été rédigés en anglais à la demande mutuelle des parties aux présentes