



**Service Order Procedure.** You shall obtain services from us using a service order form (the "**Service Order Form**"). We prepare and provide each Service Order Form with the following information: (i) description of your services; (ii) monthly charges payable to us; (iii) location of your service sites; (iv) additional service-specific terms and conditions; (v) initial term for your services expressed in years or months, as applicable; (vi) anticipated date of activation of the services; (vii) provisioning, technical, and billing contacts; (viii) technology requirements for each of your service sites including points of demarcation (the "**Demarcation Point**") and/or interconnection.

- Service Provision.** We shall notify you (the "**Service Provision Notice**"), in advance, of the date and time that we shall activate your services at the Demarcation Point. Upon receipt of the Service Provision Notice, you shall identify a time, date and representative to meet our representative at your service site within **2 Business Days** (the "**Service Provision Date**"), in order to complete installation and testing your services from the Demarcation Point to your communications equipment (the "**Communications Equipment**"). In the event that you fail to complete installation by the Service Provision Date, you shall be deemed having completed all necessary work for provision of your services. Thereafter, the commencement of the initial term for each of your services shall be the Service Provision Date and all charges payable to us for provision of your services shall be calculated as of the Service Provision Date. If the Service Provision Date falls on a day other than the first day of a calendar month, monthly charges during said calendar month shall be prorated to the Service Provision Date.



**Cancellation of Services by Customer.** Unless you otherwise specifically provide a written indication and notwithstanding any terms to the contrary in this Agreement, each of your services shall have a minimum initial term of **12 months** commencing on the Service Provision Date. Subject to the substituted service provisions set forth below, in the event that you terminate all or a portion of such services (the "**Terminated Services**"), at any time commencing on the date of our acceptance of the Service Order and ending prior to the activation of your service, you shall pay us, forthwith upon our demand, all charges including out-of-pocket expenses we incur prior to the date of receipt of your notice of termination. For greater clarity, such charges include, without limitation, our engineering costs as well as third party contractual obligations (including inter-carrier costs) we incur or for which we are obligated to pay with respect to the Terminated Services. No rebates will be given for any activation (including line termination fees), or installation charges you paid prior to Service Provision Date. In case of early cancellation of a Service Order, at any time after the Service Provision Date, you shall pay us an amount representing **60%** of the outstanding value of the Service Order. Following the first anniversary of the Service Provision Date and notwithstanding any terms to the contrary, your request for cancellation of a service must be sent to us in writing with **60 days'** prior notice. For greater clarification, you hereby waive any right, in law, to unilaterally terminate your Agreement before the Service Provision Date, failing which, you expressly agree to pay us an indemnity, pursuant to the terms hereof, in case of early termination of the Agreement.



**Substituted Service.** You may substitute a Service (the "**Substituted Service**") during the initial **12 month** term (or such minimum term specified in the Service Order Form), provided that the monthly recurring charge of such Substituted Service is equal to or greater than the cost of the Terminated Service and we have sufficient capacity available on our network to provide the Substituted Service. In such case, you shall bear all non-recurring activation and installation charges for the Substituted Service. Upon provision of the Substituted Service and notwithstanding any terms to the contrary, you may not suspend or terminate the Substituted Service for a period of **12 months** from the date when Service substitution took effect (the "**Substituted Service Term**"). In the event that you suspend or terminate the Substituted Service prior to the completion of the Substituted Service Term, you shall pay us forthwith upon our request, all charges which you would otherwise have paid to us had the Substituted Service been provided as contemplated for the balance of the **12 month** Substituted Service Term. In the event that you terminate your services after the end of the Substituted Service Term, the indemnity payable for early termination is **60%** of the outstanding value of the Service Order.

- Network Management Service.** Network surveillance and fault management shall be performed on a 7 day per week, 24 hour a day basis for "lit" Services. Name and address management, and management of moves, adds and changes will be performed on Business Days.
- Customer Obligations.** You shall: (i) provide first line support personnel to act as an interface between the parties for all services performed; (ii) notify us of your due dates for moves, adds and changes, which we must approve and provide use with any requests in writing and in advance; and (iii) not upload or download any illegal material.
- Fees upon Renewal.** Upon expiration of the initial term specified on the Service Order Form, your Services provided pursuant to the expired Service Order shall be automatically extended on a month-to-month basis pursuant to the terms and conditions of your Agreement, effective on the first day following the expiration of the Service Order, unless your Services are terminated in accordance with the provisions herein, or you renew your Services for a fixed term pursuant to a rate we agreed to with you.



**Termination by Cogeco.** In addition to other termination rights provided in this Agreement, we may:

- terminate affected Services at any time upon written notice to you if our access rights to one or more of your service sites are terminated by a building owner or property manager. We shall however, use commercially reasonable efforts to renew or extend access to the affected service site, which may include a request for regulatory intervention. In the event that our access rights to a service site are terminated by a building owner or property manager due to damage, destruction or reconstruction of the premises housing our equipment, we will consult you to determine whether work-around solutions exist in order to continue to providing our services to another service site



**COGECO CONNEXION INC.**  
**Specific Terms and Conditions – Business Solutions**  
**Schedule – Fiber Services**

and determine a migration plan for your Services to an alternative service site; or

- 8.2 terminate or suspend your Services if you: (i) use or permit others to use any of services for a purpose or in a manner which is not permitted pursuant to the provisions of the Service Order Form or this Agreement, or in a manner that is contrary to law; (ii) fail to provide us with reasonable entry and access, during reasonable hours, to install,

inspect, repair and remove our equipment or facilities, and to perform necessary maintenance in cases of network-affecting disruptions involving your facilities; or (iii) engage in illegal behaviour and such termination or suspension of your services is necessary in order to protect us from legal liability.

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