

**BUSINESS TELEPHONY AGREEMENT:  
BUSINESS LINES, CLOUD COMMUNICATIONS AND SIP TRUNK SERVICES**

**PLEASE READ THIS AGREEMENT CAREFULLY:** IT CONTAINS THE TERMS AND CONDITIONS GOVERNING THE VIDEOTRON TELEPHONY SERVICES PROVIDED TO VIDEOTRON BUSINESS CUSTOMERS. IN CASES WHERE SERVICES SUPPLIED BY VIDEOTRON ARE GOVERNED BY THE CANADIAN RADIO-TELEVISION AND TELECOMMUNICATIONS COMMISSION (“**CRTC**”) AND THERE ARE DISCREPANCIES BETWEEN THE PROVISIONS HEREIN AND THE CRTC RULES, THE LATTER SHALL PREVAIL.

BY REQUESTING ACTIVATION OF THE TELEPHONY SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ALL THE PROVISIONS HEREOF.

**SUBSCRIPTION AND RENTAL AGREEMENT – VIDEOTRON BUSINESS TELEPHONY SERVICE**

**TERMS AND CONDITIONS**

For the purposes of this agreement, the following definitions shall apply:

**1. DEFINITIONS**

- 1.1 **Basic Services** – The telecommunication Service or Services that Videotron provides to the Customer, which services may include, depending on the Customer’s choice, Business Lines, Cloud Communications or SIP Trunk, as more fully described in subsections 2.1 and 13 of this agreement.
- 1.2 **Business Lines**– Traditional analog telephone services. A Business Line allows to receive and make outbound call and includes a telephone number. Such lines can be connected on a telephone or telephone system.
- 1.3 Cable Telephony – Business Line delivered with a cable-modem on Videotron’s coaxial territory.
- 1.4 **Carrier** – Videotron or any third party that owns the network through which the Services are provided to the Customer, where applicable.
- 1.5 **Cloud Communications** – Telephony services on IP protocol that includes a telephone system located in the cloud and has the capacity to make inbound and outbound calls. Includes the number of users as stated in the contract. The users access this service by telephones provided by third parties, by Videotron or by downloaded software or a web portal.
- 1.6 **Customer** – Refers to the company, corporation or entity to which Videotron provides the Services.

- 1.7 **Demarcation Point** - place where the Modem and the Equipment of Videotron connect to the equipment of the Customer, whether the Customer owns it or not. In particular, the Customer Local Area Network, its network equipment, internal wiring, cabling and jacks are considered beyond the Demarcation Point.
- 1.8 **Effective Date** – Commencement date of the Services provided by Videotron to the Customer and, in the case of additional Services, the date on which Videotron activates such additional Services.
- 1.9 **Equipment** – Refers to equipment and software rented and/or provided to the Customer by Videotron or one of its authorized retailers, such as modem, battery, IP phone or other telephony devices, cables and accessories.
- 1.10 **Minimum Charges** – Charges payable by the Customer to subscribe to the Services for the minimum subscription period selected.
- 1.11 **Modem** – Refers to the telephony cable modem rented to the Customer by Videotron or any of its authorized retailers or any other cable modem authorized by Videotron.
- 1.12 **Other Services** – All Services offered by Videotron to the Customer other than the Basic Services, as more fully described in subsections 2.2 and 2.3 of this agreement.
- 1.13 **Services** – The Basic Services and Other Services offered to the Customer by Videotron.
- 1.14 **SIP Trunk Services** – Telephony services on IP protocol. A link allows to receive or make simultaneous outbound calls in the number specified in the Agreement and includes a telephone number. A SIP trunk link can only be connected to a telephone system located on Client's premises.
- 1.15 **Specifications** – The specifications related to the Services, Modem and Equipment required by the Customer and supplied by Videotron, which specifications are detailed on the account statement sent to the Customer by Videotron.

## 2. PURPOSE

- 2.1 **Basic Services** – Subject to the terms and conditions of this agreement, Videotron Ltd. ("Videotron") agrees to provide the following Basic Services to the Customer:
  - 2.1.1 Business Lines or Cloud Communication or SIP Trunk services intended only for business Customers, or any other service which may be made available by Videotron to its Customers from time to time, according to the terms and specifications associated with the Services;
  - 2.1.2 long-distance telephony service in accordance with paragraph 2.3;

- 2.1.3 access to 9-1-1 emergency service; and
  - 2.1.4 Modem and Equipment rental service, if applicable; and
  - 2.1.5 For Cloud Communication, a computer application or mobile equipment that must be downloaded or installed by the Customer, if applicable depending on the type of user, an administrator's portal and a user portal.
- 2.2 **Other Services** – Certain services may also be included, for a charge, to the Basic Services provided to or requested by the Customer:
- 2.2.1 a telephone number allocated by Videotron where the Customer does not ask for the transfer of the telephone number allocated by another supplier or the telephone number already allocated by another supplier to the Customer and transferred to Videotron (the "Telephone Number");
  - 2.2.2 the options included in the Services provided to or requested by the Customer (such as call management functions, voice mail, additional Auto-attendant, additional call queue, call recording, Receptionist client, etc.);
  - 2.2.3 For Business Lines, Modem and Equipment installation service as well as work necessary for connection, installation and reconnection following interruption of the Services, and changes to the address of the Customer at which the Services are provided ("Installation Service"), being understood that these services shall be provided by a Videotron partner and that the associated fees for the services stated in present paragraph 2.2.3 shall be assumed and paid by Customer upon agreement between Customer and Videotron partner;
  - 2.2.4 on-line or telephone technical support to ensure that the Services work properly as well as maintenance up to the Demarcation Point and repair service following installation of the Services ("Technical Support");
  - 2.2.5 publishing of his or her name, number and address related to the Telephone Number in the local telephone directory. Any additional or unpublished listing will be billed to the Customer. The Customer further understands that Videotron will not give him or her any copies of the local telephone directory;
  - 2.2.6 for Business Lines or SIP Trunk services, access to directory assistance, on a pay-per-use basis;
  - 2.2.7 for Cable Telephony, access to voice relay services for hard-of-hearing persons; and
  - 2.2.8 a toll free number service (1-800) with the options included with this service.

- 2.3 **Long-distance telephony service** – The long-distance Service of the Customer shall be carried by default by Videotron according to the rates of Videotron.
- 2.3.1 If the Customer does not wish to subscribe to the long-distance service in accordance herewith, the Customer acknowledges being advised that it is her or his responsibility to contact another long-distance supplier for this service. The Customer understands that he or she will be billed for long-distance service at rates in effect throughout the period during which interim long-distance service is provided by Videotron to the Customer, until the other long-distance service provider chosen by the Customer is able to offer the said long-distance service.
- 2.3.2 The Customer understands that some long-distance service providers may not be able to carry long-distance calls from the Videotron network and releases Videotron from any liability therefrom.
- 2.3.3 The Customer understands that certain components and functions may not be available (unless otherwise indicated by Videotron) such as calls beginning with 1-976 and 1-0-1 as well as N11 and 1-600 and certain restrictions may apply to terminals with pulse dialling.
- 2.3.4 Notwithstanding the provision contained in paragraph 2.3.1, for Cloud Communication and SIP Trunk services, the long-distance telephony service must be provided by Videotron because of the extended free zones that are different from the traditional zones.
- 2.3.5 Notwithstanding section 10 of the agreement, the Customer may at any time terminate the long-distance service described herein unilaterally and without cause, subject to applicable penalties, except for Cloud Communication and SIP Trunk services for which Videotron has to remain the long-distance provider.
- 2.3.6 The Customer understands and undertakes to use the long-distance services exclusively to make long-distance calls. Consequently, the Customer hereby undertakes not to allow (i) a permanent long-distance conversation to remain open and (ii) that its long-distance services be used by third parties.
- 2.4 **Exclusions** – All services not covered by this agreement are specifically excluded from the Services.
- 2.5 **No obligation to provide the Services** – Videotron shall not be required to provide the Services to a person who so requests if, without limitation:
- (a) the person has an overdue account with Videotron for other services;
  - (b) Videotron has in the past terminated other services with the person;
  - (c) the person does not pay a reasonable guarantee under these terms and conditions;

- (d) Videotron does not provide services in the person's region;
- (e) Videotron must incur unusual expenses which the person is unwilling to pay such as undertaking repairs, special construction work or obtaining a right of way;
- (f) any other reason as decided by Videotron.

2.6 **Customer's account payment** – Payment by the Customer of his or her account constitutes confirmation that the Specifications in the statement comply with the agreement between the Customer and Videotron.

2.7 **Services offered for business Customers** – Should Videotron consider that the Customer should be subscribing to the “residential” services, Videotron shall send the Customer a thirty (30) days' prior notice that it wishes to transfer the Customer to its “residential” services section.

### 3. PAYMENT OF SERVICES

3.1 **Charges payable by the Customer** – Starting on the Effective Date, in consideration of the provision of Services to the Customer in accordance with the Specifications, the Customer agrees to pay Videotron the amount representing the Minimum Charges indicated on the account statement. The Customer also agrees to pay Videotron any other charges related to the Services described in paragraphs 2.2.1 to 2.2.10.

These charges may be modified by Videotron from time to time on at least thirty (30) days' notice to the Customer by regular mail or e-mail. The list of Videotron charges and rates currently in effect is available on Videotron's Web site at [www.videotron.com](http://www.videotron.com) or by contacting business customer service at 1-800-561-4248.

3.2 **Taxes** – All applicable taxes and long-distance charges are in addition to the charges and rates described in subsection 3.1.

3.3 **Billing** – The Minimum Charges related to the Services shall be billed in advance every month for the Services to be provided to the Customer. Non-recurrent charges payable by the Customer such as charges for Installation Services and Technical Support shall be billed within thirty (30) days. Usage charges shall vary depending on use of the Services by the Customer and shall be based on the rate determined by Videotron and billed monthly. Except for non-recurring usage charges, the Customer shall receive a bill according to the normal billing frequency of his or her other Videotron services or according to the normal billing frequency chosen if he or she has no other service with Videotron. The charges payable for the provision of Services for a portion of a period shall be pro-rated to the number of days of availability of the Services to the Customer in proportion to the total number of days included in such period. Advance payment on a basis other than monthly is merely a method of payment and does not grant the Customer any advantage whatsoever or protection against any rate increase applicable to any portion of the period for which the Customer's last payment was

received. However, this subsection does not apply to the charges, rates and terms of payment which may be applicable during certain promotional periods.

3.4 **Additional charges** – Administration charges shall also be billed to the Customer for any cheque returned due to insufficient funds, for each pre-authorized payment refused by the Customer's financial institution or for any debit from the Customer's credit card not authorized by the issuing institution.

3.5 **Payment delay** – Charges shall be payable on the due date indicated on the statement sent to the Customer (by mail or electronically), by authorized payment debited from the Customer's account or by pre-authorized debit from the Customer's credit card.

However, under special circumstances, such as when the Customer has incurred a higher amount of charges and presents an unusual risk of loss for Videotron, Videotron may, before the normal billing date, ask the Customer for an interim payment for the accrued charges, giving him or her details about the services and charges in question. In such a case, charges may be considered overdue three (3) days after they are incurred or three (3) days after Videotron has asked for payment in full, whichever occurs later. Videotron may demand immediate payment in extreme situations, provided that (a) notice has been sent to the Customer and the unusual risk of loss has substantially increased since service of the notice; or (b) Videotron has reasonable grounds to believe that the Customer intends to defraud it.

3.6 **Interest on overdue accounts** – In the event charges remain unpaid following the due date, they shall bear interest at the rate of 1.5% per month (19.56% per annum) calculated and compounded daily as of the due date. As long as charges remain unpaid, Videotron shall issue an account statement on a monthly basis. Any partial payment made by the Customer shall first be applied to the accrued interest, then the unpaid capital, starting with the overdue amounts due the latest with respect to the payment date.

3.7 **Guarantees** – If, in Videotron's opinion, the Customer represents a financial risk, Videotron may demand advance payment for certain services or any other guarantee it considers reasonable. Videotron may also, at any time and at its complete discretion, require a guarantee from the Customer where the Customer has no credit history with Videotron and refuses or is unable to provide, in a satisfactory manner, information on his or her solvency, the Customer has an unsatisfactory credit rating with Videotron, due to his or her payment practices relating to Videotron services over the past two years, or the Customer clearly presents an unusual risk of loss. Videotron shall inform the Customer of the specific reasons it requires a guarantee and the applicable terms.

3.8 **Credit investigation** – The Customer authorizes Videotron and any person acting on Videotron's behalf, to check before and during the term of this agreement, his or her credit record with the relevant institutions and authorizes financial institutions and other reporting agencies to communicate to Videotron and any person acting on Videotron's behalf the credit information obtained in his or her Customer file pursuant to Subsection 12.3 hereof. If, in Videotron's

opinion, the Customer represents a financial risk, Videotron may demand advance payment for certain Services or any other guarantee it considers reasonable. The Customer has disclosed any material fact or information regarding his or her financial situation which might alter his or her ability to fulfil the commitments contracted under this agreement.

- 3.9 **Modifications** – Videotron may, upon at least thirty (30) days' prior notice to such effect sent to the Customer by regular mail or e-mail, modify the Services or any other provision of this agreement, including the charges and rates stipulated in subsection 3.1. The Customer may, within thirty (30) days, cancel this agreement, failing which the Customer shall irrevocably be deemed to have accepted the modifications covered by the notice. However, no prior notice shall be required with regard to a modification of the Services if Videotron's service offerings remain similar and have no impact on the charges payable by the Customer. Videotron shall post the most recent updated terms and conditions on its website at [www.videotron.com](http://www.videotron.com) or inform the Customer of any change by written notice.
- 3.10 **Overdue account** – In the event (i) the account sent by Videotron to the Customer falls overdue or (ii) the Customer fails to comply with the provisions of this agreement, Videotron may refuse to provide the Customer with any additional Service, Installation Service or Technical Support Service pending complete payment of the overdue account and interrupt the Services in accordance with the provisions of section 11 hereof.
- 3.11 **Contestation procedure** – The Customer may contest charges relating to calls which, in his or her opinion, were not made from his or her telephones or were not accepted thereat by sending Videotron notice to such effect within thirty (30) days of the billing date. The Customer shall pay the uncontested part of the statement. No charges contested by the Customer may be considered overdue unless Videotron, at its complete discretion, has valid grounds to believe that the purpose of the contestation is to avoid or postpone payment.
- 3.12 **Unbilled or underbilled charges** – Except in the case of deceit or fraud on the part of the Customer with respect to the charges, the Customer shall not be required to pay unbilled or underbilled charges, except where (a) in the case of charges payable periodically or international long distance charges, such charges have been properly invoiced within one (1) year of the date on which they were incurred or (b) in the case of other charges which are not payable periodically, such charges have been properly billed within one hundred eighty (180) days of the date on which they were incurred. Under such circumstances, Videotron may not charge the Customer interest on the corrected amount.
- 3.13 **Overcharging** – In the case of charges billed in error or overcharged, the Customer shall be entitled to a credit for the amounts overcharged, retroactive to the date of the error, subject to applicable prescription periods prescribed by law. However, to exercise his or her right to amounts overpaid, the Customer shall contest, within one (1) year of the date of the detailed statement showing the correct amount of such charges where they are payable periodically or within one hundred eighty (180) days of the statement date where the charges are not

payable periodically. Any credit for charges billed in error or overcharged shall also entitle the Customer to a credit for interest imputed to such charges, at a fixed monthly interest rate of 1.5% (or 19.56% annually). If charges remain overpaid, and Videotron no longer provides Services to the Customer and the Customer does not owe any sum to Videotron, Videotron shall reimburse the Customer within forty-five (45) days of termination of the Services.

#### 4. CUSTOMER'S OBLIGATIONS

- 4.1 ***Liability resulting from calls and services*** – The Customer shall be liable for all charges relating to all the Services and Equipment provided by Videotron. The Customer shall be liable for charges relating to calls placed from its Modem, its phones, software installed on computers or mobile devices with its credentials, or from his phone system on-site, hosted or in the cloud, calls received or accepted on it and calls billed to it, regardless who made such calls. The Customer shall also be liable for all charges incurred further to the use of access code or personal identification number assigned to or selected by the Customer. Furthermore, the Customer hereby undertakes to modify its access codes or its personal identification numbers in accordance to the basic configurations recommended by Videotron. The Customer also undertakes to block international calls or at least assign authorization codes for the use of this feature. The Customer undertakes to limit call forwarding to local numbers only. Should the Customer fail or refuse to abide by such practises, Videotron shall by no means be held liable for any damages incurred by the Customer because of its failure or refusal.
- 4.2 ***Installation of Modem and Equipment*** – In certain circumstances and with the prior authorization of Videotron, the Customer may install the Modem and the Equipment or replace them. Where the Modem and Equipment are not installed by Videotron, the Customer agrees to notify Videotron within five (5) days of receipt of the Modem and the Equipment of any defect, failing which he or she shall be deemed to have received the Modem and the Equipment in good working order and repair.
- 4.3 ***Use of Modem and Equipment*** – The Customer shall use the Modem and Equipment with care, caution and diligence. He or she also agrees to comply with the instruction manuals provided by Videotron or the manufacturer, where applicable, and any instructions or requirements of Videotron regarding the rented or sold Modem and Equipment mentioned in the documentation. Moreover, the Customer may not modify or alter the rented Modem and Equipment or the configuration of the rented Modem and Equipment, failing which the Customer could be subject to civil and penal liability.
- 4.4 ***Prohibition*** – Except by prior written consent of Videotron, the Customer may not use a modem or equipment (including any software) not authorized by Videotron to take advantage of the Services. In addition, in the case of Business Lines, the Modem and the Equipment may not be transported to a location other than that where the Modem and the Equipment were initially installed during installation of the Services. The Customer understands that any breach hereof

may result in 911 emergency services being unavailable. In the case of Cloud Communications or SIP Trunk, article 13.1 applies for such transport.

- 4.5 **Resale prohibited** – Reselling of the Services by the Customer is prohibited. Also, the Customer shall not offer the Services to third parties, whether for consideration or not. In the event that the Customer wishes to resell the Services or provide them to third-parties, the Customer shall first qualify and execute a reselling agreement for local services establishing the rights and obligations of local service reseller and Videotron as Local Exchange Carrier.
- 4.6 **Proper use** – The Services may be used by the Customer and any persons authorized by the Customer for its business and its business activities only. The Customer may not use the Services or allow them to be used for an unlawful purpose or in an unlawful or abusive manner including in a manner which would jeopardize the Modem and the Equipment, harm Videotron or others, prevent others from making reasonable and proper use thereof, to send unsolicited e-mails (spam), or to make or send offensive or annoying calls or messages.
- 4.7 **Customer's equipment** – The Customer acknowledges being in possession of all equipment necessary for the connection of the Services at the Demarcation Point and acknowledges that he or she is required to provide the equipment (including internal wiring and cables) meeting the minimum requirements to use the Services, the Modem and the Equipment supplied by Videotron. The Customer's equipment shall, in particular, (a) comply with the Industry Canada document "Compliance Specification for Terminal Equipment, Terminal Systems, Network Protection Devices, Connection Arrangements and Hearing Aids Compatibility" (CS-03), (b) be registered with Industry Canada in accordance with the "Procedure for Declaration of Conformity and Registration of Terminal Equipment" (DC-01) and (c) have a registration number as defined in the Industry Canada document "Self-Marking of the Certification/Registration Number of Termination Equipment: Application Procedure and Agreement". In the event that Technical Support Services are provided by Videotron to the Customer and are the result of a defect in equipment owned by the Customer, or any other equipment beyond the Demarcation Point or that the said equipment does not meet the minimum requirements, additional Installation Services or Technical Support charges may be billed to the Customer by Videotron.
- 4.8 **Access to Customer's premises** – The Customer agrees, to the extent reasonable, to allow free access to a duly authorized Videotron representative, during business hours, to the premises where the Services are or will be provided to the Customer for the purpose of installing, inspecting, repairing or maintaining the Modem and the Equipment or the Customer's equipment or to be able to work on the Videotron network, during a disturbance which disrupts the network and to ensure compliance with the obligations of the Customer under this agreement. Before entering the premises, Videotron shall obtain the authorization of the Customer, except in the case of emergency or when Videotron has obtained a judicial order. At the request of the Customer, the representative of Videotron shall show identification validly issued by Videotron.

- 4.9 **Telemarketing Restrictions** – The Customer acknowledges that in Telecom Decisions CRTC 2004-35, 2004-63, 2007-48 and 2008-6, as may be amended or augmented from time to time, the CRTC has imposed restrictions on the use of telecommunications facilities for the provision of unsolicited telecommunications, commonly referred to as telemarketing, including the establishment of a national do not call list. The Customer recognizes that it is solely responsible for ensuring its compliance with these restrictions, and is solely responsible for any administrative monetary penalties that may arise from its failure to comply with these restrictions.

## 5. CUSTOMER'S RESPONSIBILITIES

- 5.1 **Change of provider** – Except where the Telephone Number is transferred, the Customer must take the necessary steps to terminate the services provided by his or her former service provider, disconnect the relevant telephone lines and arrange for the appropriate call forwarding, where applicable. The Customer shall at all times remain liable for the charges and costs associated with such responsibility as well as all sums owed to his or her former service provider.
- 5.2 **Use and identifying elements** – The Customer shall be solely liable for his or her telephone access and the use made thereof. The Customer shall also be solely liable for the use of the Services through his or her Telephone Number or account. It shall be up to the Customer to ensure the safety and confidentiality of the telephone, his or her access or authorization codes or personal identification number ("Customer Codes"). Accordingly, Videotron shall not be liable for any acts or omissions of the Customer or any person who uses the Customer Codes. In the event the safety of information or the Customer Codes is compromised, it shall be up to the Customer to immediately contact Videotron's technical department, the contact information of which is indicated on the Customer's statement. Without limiting the generality of the foregoing, the Customer shall be liable for all charges made to his or her account until such notice is given to Videotron.
- 5.3 **Loss of Equipment** – In case of loss or non-return by the Customer of the Modem and the Equipment rented to the Customer or in case of breakage rendering it unusable, even if such loss or damage is the result of force majeure or a cause beyond the Customer's control, the Customer agrees to pay Videotron, as liquidated damages,
- 5.3.1 For equipment permitting two (2) physical phone lines, the sum of one hundred five dollars and thirty-one cents (\$105.31), plus applicable taxes, for the Modem and twenty-six dollars and thirty-three cents (\$26.33), plus applicable taxes, for the battery.
- 5.3.2 For equipment permitting three (3) and four (4) physical phone lines, the sum of two hundred seventy-two dollars and five cents (\$272.05), plus applicable taxes, for the Modem and twenty-six dollars and thirty-three cents (\$26.33), plus applicable taxes, for the battery.

- 5.3.3 For a rented device, fifty percent (50%) of the remaining monthly fees allocated to said device for the remaining months to the Term.
- 5.4 **Transmission of data** – The Customer acknowledges that for Cloud Communication and SIP Trunk Services (i) it is possible for third parties to monitor voice and data traffic over the Carrier's facilities and privacy therefore cannot be guaranteed; (ii) the Customer assumes full responsibility for the establishment of appropriate security measures (including, without limitation, the selection of passwords) to control access to its Equipment and information.
- 5.5 **Insurance** – If the Equipment or any Videotron equipment is kept at Customer's premises, the Customer shall maintain, with a reputable insurance company, during the term of this agreement a general civil liability insurance coverage in the minimal amount of one million dollars (\$1,000,000) and an all risks insurance policy for an amount at least equal to the replacement value of the Videotron equipment. If requested by Videotron, Customer shall provide insurance certificates confirming that the insurance policies are in full force and effect.
- 5.6 The Customer acknowledges that, in some cases, the use of the telephony services can be accounted in its mobile data or minutes consumption.
- 5.7 The Customer undertakes to install software and application updates on its devices (including without limitation, computers, phones, mobile phones, telephone systems), when made available.
- 5.8 **Read-Write access to Cloud Communications configurations** – For the Cloud Communications service, the Customer, its employees, or its consultants have a read and write access to the telephony configurations through portals and applications. The Customer is responsible for any damage, technical problem, mistakes or outages further to such actions from the Customer, its employees or its consultants. Videotron may offer technical support or repair services at the rates indicated by Videotron for such work.
- 5.9 **Applications installed on a device** – The Customer acknowledges that its users may install the software on computers or mobile devices controlled or not by the Customer, and that data may remain on such devices.

## 6. PROPERTY OF VIDEOTRON

- 6.1 **Rented Equipment** – It is expressly understood by the parties that Videotron shall remain the owner of the rented Modem and the rented Equipment and that they shall remain the sole and complete property of Videotron.
- 6.2 **Telephone Number and modification** – The Customer shall have no right of ownership over the Telephone Number. During the period in which the Services are provided by Videotron, the Customer shall have the exclusive right to use the Telephone Number. Exceptionally, Videotron may change such number if it has good reason to do so and it gives the Customer prior written notice including the reasons and effective date of the change of Telephone Number. In an emergency, verbal notice with subsequent written confirmation shall be sufficient.

If Videotron changes the Telephone Number of the Customer, it shall provide call forwarding service free of charge for one (1) month.

## 7. WARRANTY OF SERVICES

7.1 **No representation or warranty** – Videotron makes no express or implied representation or warranty of any nature whatsoever regarding the Services, the Modem and the Equipment, other than its obligations under this agreement. Any guarantee, declaration or condition, whether express or implied, is hereby excluded, subject to governing law. The Services, the Modem and the Equipment are supplied “as is”, contingent on availability. Without limiting the generality of the foregoing, Videotron does not warrant i) the uninterrupted functioning of the Services or their hardware components; b) that the Services meet the Customer’s needs; or iii) the performance, availability, use or uninterrupted functioning of the Service and, where applicable, that all functional problems can be resolved.

## 8. LIMITATION OF LIABILITY

8.1 **Obligations of Videotron** – Videotron shall fulfil its obligations under this agreement with diligence and to the best of its ability. Videotron shall carry out at the Customer’s business place all its own installation work including installation of the Modem and the Equipment up to the Demarcation Point, unless indicated otherwise. Videotron shall be responsible for providing the Services only up to the Demarcation Point. The Customer shall be responsible for his or her equipment, internal wiring, cables and jacks beyond the Demarcation Point, whether the Customer owns them or not. Videotron may, but shall not be required to, install at the request of the Customer the interior wiring and jacks and offer repair services at the rates indicated by Videotron for such work.

8.2 **Exclusions** – Except in cases of gross or deliberate fault on its part, Videotron shall not be liable to the Customer or any other person for damages it or persons under its control may cause, regardless of their nature. Without limiting the generality of the foregoing, Videotron shall not be liable for material loss (including that related to software) resulting from the use, validity, quality, interruption, breakdown or slowdown of the Services provided by Videotron, a power failure or the malfunctioning of the Modem and the Equipment; (ii) a change in software configuration or a computer virus, (iii) the content, use or validity of Services provided on the Internet, (iv) the loss or destruction of data by means of intrusion or otherwise, (v) or the unauthorized interception of communications. Moreover, Videotron shall not be held liable for the total or partial loss of any program, data or other information saved or stored on the Equipment, as the case may be. In addition, Videotron shall not be liable for:

(a) any interruption or non-availability of the Service, including any interruption or non-availability of 911 emergency service or any alarm system related to a telephone line through which Videotron provides the Services;

- (b) the acts or omissions of the Customer or the operation or malfunctioning of the equipment of the Customer;
- (c) the compatibility between the SIP Trunk link and the Customer's telephone system;
- (d) the compatibility between the Cloud Communication services and the Customer's devices;
- (e) any damage occurring to the equipment of the Customer resulting from the connection or disconnection of the Modem and the Equipment rented by Videotron to the Customer.

8.3 **Limitations** – If Videotron is nonetheless held liable for loss or damage of any nature whatsoever, its liability shall be limited to crediting the Customer a sum equal to the monthly charges payable by the Customer for a maximum period of one (1) month. Videotron shall in no case be held liable to the Customer or a third party for any indirect, special or punitive damages, or for any economic loss whatsoever, including, without limitation, any loss of data, information, income or profit or the impossibility of making anticipated savings, resulting directly or indirectly from the negligence of Videotron.

8.4 **Other Carrier** – The Customer may use a Carrier other than Videotron to receive Videotron's telephony services. In such case Customer understands that in case of troubles, troubleshooting will be limited and resolution delay will be longer than usual. The Customer is responsible to ensure a proper Internet connection, and to troubleshoot its Internet connection, as well as the interaction with the telephony services in case of trouble. Videotron may use another Carrier to transport its telephony services to the Customer. In such case, the Customer understands that in case of troubles, resolution delays may be longer than usual.

8.5 **Interruption of Services** – Notwithstanding subsections 8.2 and 8.3, in case of an interruption which renders the Services unusable and is directly attributable to Videotron, Videotron's liability shall be limited to crediting, at the request of the Customer, the minimum charges proportionally to the duration of the interruption in relation to the total period for which the Customer must pay minimum charges. The credit shall be calculated as of the time Videotron is notified by the Customer of the interruption, provided the following conditions are met: a) the Customer notified Videotron forthwith in writing; b) the interruption lasted for a period of at least forty-eight (48) consecutive hours after the notice; and c) the Customer sent a written request for credit to Videotron within fifteen (15) days following such notice. No credit shall be given if the interruption is considered necessary by Videotron to conduct installations, test, repairs, checks, replacements or service adjustments.

8.6 **Errors and omissions in directory** – In the case of error or omission in the listings in the local telephone directory, whether the error or omission involves the Telephone Number, address or name of the Customer, the liability of Videotron shall be limited to reimbursing the Customer the applicable listing fees, if any, for the period during which the error or omission occurred.

8.7 **Sales Promotion Services** – Videotron may offer certain Services to existing or new Customers free of charge for purposes of sales promotion (the “Sales Promotion Services”). In such an event, Videotron shall under no circumstance owe any amount whatsoever to its Customers who do not enjoy the benefit of the Sales Promotion Services.

## 9. INDEMNIFICATION BY THE CUSTOMER

9.1 **Indemnification** – The Customer agrees to indemnify Videotron and hold it harmless with respect to any claim, lawsuit, proceeding or formal notice, including judicial and extrajudicial fees, whether a case is well-founded or not (a “Claim”), by a third party against Videotron or its affiliates resulting from the use by the Customer or a third party of the Services, the Modem, the Equipment or Customer Codes or which may constitute misconduct on the part of the Customer or failure of the Customer to comply with any of his or her obligations under the terms of this agreement. The Customer agrees to indemnify Videotron or its affiliates for damages caused by his or her misconduct or failure to meet his or her obligations. Videotron shall be entitled to take part in the defence against any Claim, at its expense, and to be represented by a lawyer of its choice.

## 10. TERM AND TERMINATION

10.1 **Term** – This agreement shall take effect upon activation of the Customer’s first Basic Service. Subject to subsections 10.2 to 10.5, the initial subscription period to a Basic Service shall be twelve (12), twenty-four (24) or thirty-six (36) months, depending on the term selected by the Customer (the “Subscription Period”). Upon expiry of the Subscription Period, the Basic Service subscription shall be automatically renewed for successive additional periods of twelve (12) months under the same conditions at the regular rate then in effect for the Basic Service in question, unless Videotron receives a notice of non-renewal from the Customer thirty (30) days prior to expiry of the Subscription Period or any other renewal period, as the case may be.

10.2 **Extended subscription period at a reduced rate** – Depending on the Basic Service selected by the Customer, an extended subscription period may be available. In such a case, the Customer may opt for an extended subscription period for the Basic Service in question for a term of twenty-four (24) or thirty-six (36) months (the “Extended Subscription Period”). Upon expiry of the Extended Subscription Period, the Basic Service subscription shall be automatically renewed at the reduced rate then in effect for the Basic Service in question, for successive additional periods of twenty-four (24) or thirty-six (36) months, depending on the initial subscription term, unless Videotron receives a notice of non-renewal from the Customer thirty (30) days prior to expiry of the Extended Subscription Period or any other renewal period, as the case may be.

10.3 **Sales Promotion** – If the subscription is part of a sales promotion offered by Videotron whereby the Customer enjoys lower rates than would have been the case without such sales promotion, the subscription shall be for the period covered by the sales promotion (the “Sales Promotion Period”). Upon expiry of the Sales Promotion Period, the subscription shall be automatically renewed

under the same conditions at the regular rate in effect for this type of subscription in accordance with the conditions of such sales promotion, unless Videotron receives a notice of non-renewal from the Customer within thirty (30) days preceding expiry of the Sales Promotion Period.

- 10.4 **Termination before expiry** – The subscriptions made under section 10 cannot be terminated before expiry and the Customer explicitly and unequivocally waives the application of articles 2125 et seq. of the *Civil Code of Québec*. Should the Customer terminate his subscription to a Basic Service before the expiry thereof, the Customer shall pay Videotron, for each Basic Service terminated fifty percent (50%) of the remaining monthly fees to such terminated service.
- 10.5 **Termination for change** – Where the provisions of subsection 3.9 apply, the Customer may either cancel this agreement or ask Videotron to modify the Customer's Services or the duration of the Customer's subscription, effective on the date of modification provided the Customer has sent Videotron written notice to such effect within thirty (30) days of receiving the notice of modification.

## 11. INTERRUPTION OR CANCELLATION BY VIDEOTRON

- 11.1 **Interruption or cancellation by Videotron** – Videotron may interrupt the Services or cancel this agreement on the following grounds and under the following circumstances:
- (a) the Customer fails to pay an account when due;
  - (b) the Customer fails to give a guarantee when required to do so under subsections 3.7 of this agreement;
  - (c) the Customer fails to comply with the conditions of a deferred payment agreement;
  - (d) the Customer refuses, on several occasions, to reasonably allow Videotron free access to the premises, in accordance with subsection 4.8 of this agreement;
  - (e) the Customer breaches any of the provisions of this agreement and does not remedy such breach within five (5) days;
  - (f) the Customer uses or allows any other person to use the services of Videotron to prevent others from making reasonable and proper use thereof;
  - (g) the Customer uses or allows any other person to use the services of Videotron in an unlawful manner or to make offensive or annoying calls;
  - (h) the Customer breaches subsections 4.4, 4.5, 4.6 and 4.7 of this agreement;
  - (i) the Customer does not make the payment requested by Videotron under subsections 3.5 to 3.13;

- (j) regulatory or legislative change or a change in government policy makes the agreement or the Services unenforceable or unlawful.
- 11.2 Videotron shall not interrupt or cancel the service under the following circumstances:
- (a) when the Customer is prepared to enter into and comply with a reasonable and mutually acceptable deferred payment agreement; or
  - (b) when the Customer contests charges but pays the uncontested charges payable and Videotron has no reason to believe that the contestation is intended to avoid or delay payment.
- 11.3 Before interrupting service or cancelling the Service, Videotron shall give the Customer reasonable advance notice indicating:
- (a) the reason for the expected interruption or cancellation;
  - (b) any amount owed to Videotron, where applicable;
  - (c) the expected date of the interruption or cancellation;
  - (d) the possibility of entering into a reasonable deferred payment agreement (if the interruption or termination is due to payment default on the part of the Customer);
  - (e) the charge for disconnecting the Services, where applicable;
  - (f) the charges for restoring the Services, where applicable; and
  - (g) the charges for cancelling the Services, where applicable. Cancellation charges mean: i) the amount owed by the Customer to Videotron in accordance with this agreement; and ii) any amount payable by the Customer to Videotron under this agreement for the remaining period of this agreement.
- 11.4 When Videotron cannot, notwithstanding repeated efforts, contact the Customer, it shall send such prior notice to the billing address.
- 11.5 Other than the above-mentioned prior notice, Videotron shall also notify the Customer or another responsible person that the interruption or cancellation of the Services is imminent, at least twenty-four (24) hours before the interruption or cancellation of the service, unless (a) it is unable to do so despite repeated efforts; (b) immediate steps must be taken to protect Videotron from harm to the network resulting from equipment supplied by the subscriber; or (c) the interruption or cancellation is the result of a failure to pay at the request of Videotron in accordance with subsection 3.5.
- 11.6 The interruption or cancellation of Services by Videotron shall not exempt or release the Customer from his or her obligation to pay all charges owed to Videotron until the date of such interruption or cessation. Within ten (10) days of

cancellation of the Services, the Customer shall, at his or her expense, return to Videotron the Modem and the Equipment in good working order. The Customer agrees to pay Videotron all charges incurred by it to locate the rented Modem and Equipment or to obtain possession thereof or to collect any sum owed and unpaid under this agreement. Following cancellation of the agreement, Videotron shall reimburse the Customer, where applicable, the overpaid portion of his or her monthly charges. For any comment or information with respect thereto, the Customer may contact business customer service, the contact information of which is indicated on the Customer's account statement.

- 11.7 Videotron shall restore service at the request of the Customer when the grounds for the interruption or cancellation of the Services no longer exist or full payment has been made. The Customer understands that, when the Services are restored, the Telephone Number given may not be the same and releases Videotron from all liability therefrom.
- 11.8 **Bankruptcy and insolvency** – This agreement shall be cancelled as of right without any notice being required where the Customer becomes insolvent, makes a general assignment of his or her property for the benefit of his or her creditors or is declared bankrupt, if he or she is placed under receivership or in liquidation or if he or she attempts to rely upon any law governing insolvency, bankruptcy or arrangements with creditors.
- 11.9 **Effects of cancellation** – Upon cancellation of this agreement, all obligations of Videotron hereunder shall be extinguished.

## 12. PERSONAL INFORMATION

- 12.1 **Customer's personal information** – Unless a Customer provides express consent or disclosure is pursuant to a legal power, all information kept by Videotron regarding the Customer, other than the Customer's name, address and telephone numbers, is confidential, and may not be disclosed by Videotron to anyone other than:
- (a) the Customer;
  - (b) a person who, in the reasonable judgement of Videotron, is seeking the information as an agent of the Customer;
  - (c) another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service, the disclosure is made on a confidential basis with the information to be used only for that purpose;
  - (d) a company involved in supplying the Customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose;

- (e) an agent retained by Videotron (i) in the collection of the Customer's overdue account(s) or (ii) for installation, configuration or support services, provided the information is required for and is to be used only for that purpose;
- (f) a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of information.

Express consent may be taken to be given by a Customer where the Customer provides:

- (a) written consent;
- (b) oral confirmation verified by an independent third-party;
- (c) electronic confirmation through the use of a toll-free number;
- (d) electronic confirmation via the Internet;
- (e) oral consent, where an audio recording of the consent is retained by the carrier; or
- (f) consent through other methods, as long as an objective documented record of customer consent is created by the Customer or by an independent third party.

12.2 The Customer hereby acknowledges and agrees that, for the Cloud Communication and SIP Trunk Services, some of its data may be stored in the US or transit thereby.

12.3 **Customer's personal information** – The Customer confirms that all personal information provided to Videotron is accurate and acknowledges that he or she has been informed: a) that such information will be used for management of Customer records (credit, billing, collection); b) that the information contained in the Customer record shall be accessible only if necessary in connection with the purpose of such record, to employees or agents of Videotron in the performance of their duties; and c) that the Customer record will be kept at Videotron's business customer service, at the address indicated on the Customer's statement, to which the Customer shall send any request for access or correction of personal information. The Customer agrees to inform Videotron promptly of any change to the personal information provided to Videotron. The Customer shall be entitled to examine at any time the information Videotron holds about the Customer.

12.4 **Credit record** – The Customer authorizes Videotron to check, before and while providing the Services, Customer's credit record with the relevant institutions and authorizes, at all time, financial institutions and credit agency to disclose to Videotron Customer's credit record. Customer also authorizes Videotron to include in its file Customer's credit record.

- 12.5 **Name list** – The Customer authorizes Videotron to include his or her name, address and telephone number(s) on its list of Customers for business development or philanthropic purposes, and to forward such list to its affiliates for the same purposes, and the Customer shall have the right to withdraw this authorization at any time, by means of a verbal or written request to such effect to Videotron's business customer service, the contact information of which is indicated on the Customer's statement.
- 12.6 **Protection of personal data** – The personal information supplied by the Customer to Videotron shall be treated in accordance with Videotron's policy on the protection of personal information, which is available upon request at Videotron's business customer service, the contact information of which is indicated on the Customer's account statement.

### 13. **LIMITS TO THE 9-1-1 EMERGENCY SERVICES FOR CLOUD COMMUNICATION AND SIP TRUNK SERVICES**

- 13.1 The Customer must provide Videotron with all the up-to-date street addresses or all other necessary information, allowing the emergency services to provide necessary help to a person contacting the 911 services, including cases where the Customer or any other user moves the phone system, telephony equipment or a software phone to other premises to those usually associated to a phone number, failing which, Videotron may not be held liable for not being able to provide the emergency help to the wrong address.
- 13.2 Limits to the 911 emergency services. If the Customer has subscribed to the Cloud Communication or to the SIP Trunk Services, the Customer acknowledges that during an emergency call, the information pertaining to the location of the Customer is not automatically forwarded to the closest emergency services centre. The Customer hereby acknowledges that the emergency call is first taken by a telephonist of an independent supplier. The Customer or any other user of the provincial SIP services or the nomad feature must therefore indicate orally their location to the telephonist, who will forward the emergency call to the appropriate response centre, in accordance to the specified location.
- 13.3 If the Customer subscribes to the Cloud Communication or SIP Trunk Services, the Customer may also use the Web portal at its disposition to update, if necessary, the most probable address and location associated to the phone number(s) provided with the Cloud Communications or SIP Trunk Services. Due to the nature of the Cloud Communications or SIP Trunk Services, it is sometimes impossible to link the phone number to the address and location of the end-user. The Customer acknowledges that it is its responsibility to update the exact addresses and locations that may be used by the emergency response centres, through the Web portal, should a person dialing 9-1-1 is not able to indicate his/her location. Should the Customer fail to provide the exact address and location, the Customer hereby acknowledges that the emergency services may be sent to the wrong address. Therefore, Videotron and its suppliers shall not be held responsible of any claim or action resulting from the emergency services being sent to the wrong address following an emergency 911 call made from the Cloud Communications or SIP Trunking services.

- 13.4 Electrical or Network Outage. The Cloud Communications and SIP Trunking services depend on the availability of the Customer's network and electrical power supply, particularly in cases when the services are delivered on premises via the Internet or a hybrid fibre-optics and coaxial cable network. Therefore, a power or a network outage may affect the possibility to make a call to the 911 emergency services.
- 13.5 Uncovered Areas. The Customer may not use the Services to make emergency call outside of Canada or in areas without 911 emergency services.
- 13.6 The Customer hereby undertakes to notify anyone who uses the present Services of the abovementioned limits concerning the 9-1-1- services.
- 13.7 The Customer hereby acknowledges having been informed of the Multi-line Telephone System Best Practices stated in the CRTC's Telecom Decision 2022-265 available at <https://crtc.gc.ca/eng/archive/2022/2022-265.htm>.

#### 14. GENERAL PROVISIONS

- 14.1 **Excerpts and headings** – When the provisions of this document or certain of these provisions appear on the back of a document other than this agreement, they constitute a reminder of these agreement conditions. Headings are included for ease of reference only and shall in no way affect the interpretation of the provisions of this agreement.
- 14.2 **Governing law and Arbitration**
- 14.2.1 The parties agree that any disagreement or dispute relating to this Agreement or arising out of its interpretation or application will be settled definitively by arbitration and excluding the courts, the whole in accordance to the laws of Quebec. Unless the parties decide otherwise in an arbitration agreement, the arbitration shall be conducted under the presidency of a sole arbitrator and shall be conducted in accordance with the rules of law and the provisions of the Quebec Civil Code of Procedure, in force at the time of the dispute. The arbitration award shall be final, binding, and binding between the parties. Furthermore, any action on an account instigated by Videotron in order to obtain payment of its fees owed by the Client in accordance herewith shall be submitted to the following expedited procedure:
- 14.2.2 Videotron's arbitration notice will propose a sole arbitrator to hear the dispute;
- 14.2.3 Within five (5) days following receipt of the notice of arbitration, the Client may object to the proposed sole arbitrator. In the absence of such a dispute,
- 14.2.4 the sole arbitrator will be presumed competent to hear the dispute.
- 14.2.5 In the event of a challenge to the sole arbitrator proposed by Videotron, the parties shall request the Arbitration and Mediation Institute of Canada to appoint a sole arbitrator within sixty (60) days following the transmission of the notice.

arbitration to the Client. The costs of the ADR Institute of Canada will be shared equally between the parties.

- 14.2.6 The dispute will be heard before the sole arbitrator within sixty (60) days of his appointment.
- 14.2.7 The sole arbitrator will render his decision no later than thirty (30) days after hearing the dispute, unless the arbitrator requests a reasonable additional period justified by the circumstances.
- 14.3 **Business customer service** – Any questions or complaints concerning the Services or the Customer's account should be addressed to Videotron's business customer service, the contact information of which is indicated on the Customer's statement.
- 14.4 **Transfer** – The Customer is not authorized to transfer this agreement, the Modem or the Equipment without the prior written consent of Videotron. Any attempt by the Customer to transfer this agreement, the modem or the Equipment without the prior consent of Videotron shall be null and void. Videotron is authorized to transfer its rights or obligations under this agreement or its interests herein.
- 14.5 **Entire agreement** – This agreement sets out all the terms agreed upon between the Customer and Videotron pertaining to the subject matter hereof, and takes precedence over all agreements, covenants, promises and representations relating thereto.
- 14.6 **Use of Equipment and Services** – The Customer shall not rent, transfer or lend the Modem or any rented Equipment or permit use of the Services for commercial gain or purposes of public representation.
- 14.7 **Successors and assigns** – The provisions of this agreement shall be binding upon and enure to the benefit of Videotron and the Customer as well as their respective successors and assigns.
- 14.8 **Effect of waivers** – No waiver of any provision or condition of this agreement or covering any breach or default thereof shall be effective unless it is set forth in writing and signed by the party making such waiver, and the latter shall not constitute a waiver of any provision or condition of the agreement or any subsequent breach or default of the same or a similar nature.
- 14.9 **Severability** – The invalidity, illegality or unenforceability of any of the provisions of this agreement shall not affect or invalidate any other provision hereof.

September 18, 2023