

## MASTER COMMUNICATIONS AGREEMENT (RETAIL)

This Agreement is between

**The Corporation of the United Counties of Leeds and Grenville**, a company incorporated under the laws of **Ontario**, and located at 25 Central BROCKVILLE Ontario K6V 4N4 (the "**Customer**")

AND

**BELL CANADA**, a company incorporated under the laws of Canada, and located at 1 Carrefour Alexander Graham Bell, Building A7, Verdun, Quebec, H3E 3B3 ("**Bell**")

For valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### 1. SCOPE OF AGREEMENT

- a. **Services and Products:** The Customer requests and Bell will provide to the Customer the services and products described in each schedule attached to, and forming part of, this agreement from time to time (a "**Schedule**") in accordance with the terms and conditions of this Agreement. Altogether, the Tariffs (as defined in Section 1(d) and if applicable), the terms and conditions set out in this agreement, and the applicable Schedules form the "**Agreement**".
- b. **Services and Service Schedules:** Services purchased pursuant to this Agreement (each a "**Service**", collectively, the "**Services**"), and additional terms and conditions applicable to the provision of the Service(s) are described in Schedules attached to this Agreement from time to time (each a "**Service Schedule**").
- c. **Products and Product Schedules:** Equipment, maintenance services, software and/or firmware purchased pursuant to this Agreement (each a "**Product**" collectively the "**Products**"), and additional terms and conditions applicable to the provision of the Product(s) are described in Schedules attached to this Agreement from time to time (each a "**Product Schedule**").
  - i. Customer assumes the risks of loss and damage to any Product that has been delivered to its premises. The Product is billable to the Customer upon delivery, provided that the Product was ordered by Customer, and the Product is not visibly damaged. Title to Product shall transfer to Customer upon payment in full of all Fees and Taxes (as defined below). By installing or using Products, Customer agrees that software included with the Product purchase is licensed strictly in accordance with the terms provided by the original equipment manufacturer ("**OEM**"). Once title and risk of loss has passed to Customer, Bell is not responsible for any defect in the Product.
  - ii. By installing or using Products, Customer agrees that software included with the Product purchase is licensed strictly in accordance with the terms provided by the OEM.
  - iii. Section 8 - Limitation of Liability & Indemnities does not apply to Products. Any warranty, indemnity and liability for Product will be provided by the OEM and will accompany the Product. Any warranty, indemnity and liability provided with Product will be between Customer and the OEM. Bell will have no liability to Customer in connection with such warranty, indemnity and liability obligations.
  - iv. Unless otherwise set out in a Product Schedule, Customer is responsible for payment of all charges for transportation, duty, customs clearance, insurance, brokerage, as well as any other applicable charges and costs from the point of shipment of the Product.
- d. **Tariffed Services:** A Service is "**Tariffed**" if regulated by the Canadian Radio-television and Telecommunications Commission (the "**CRTC**") and shall only be provided in compliance with the applicable tariffs (together with all applicable decisions, directions and orders of the CRTC, are referred to herein as the "**Tariffs**"), and the Tariffs, which form part of this Agreement, shall prevail in the event of a conflict with the terms and conditions set out herein. If the CRTC decides that a Service or a component of the Service will be forborne from regulation, then unless the parties otherwise agree in writing, this Agreement, including the applicable Service Schedule, will remain in full force and effect for that Service and will be considered to incorporate all terms and conditions set out in the Tariffs as at the effective date of forbearance, for the remainder of the minimum contract period ("**MCP**") or then-current Renewal Period (as defined in the Tariff) or Service Term (as defined in Section 3), as applicable.
- e. **Bell Providers:** Bell may perform its obligations under this Agreement through its affiliates (as defined in the *Canada Business Corporations Act*) (an "**Affiliate**"), agents, suppliers or subcontractors (the "**Bell Providers**"), but Bell shall not be relieved of its obligations by using the Bell Providers.
- f. **Service Outside of Canada, Use of Bell Affiliates:** Any Services or Products provided to the Customer may be provided and invoiced by a Bell Affiliate instead of by Bell, at Bell's discretion, on the terms and conditions set out in this Agreement and the applicable Bell Affiliate Schedule. In such cases, the Bell Affiliate shall be the Customer's supplier for such Services and Products.

### 2. FEES AND TAXES

- a. **Fees and Taxes:** The Customer shall pay fees for the Services, the Product price, Termination Fees (as defined in Section 4(a)), Construction & Backhaul (as defined in Section 2(b)) charges, Inside Wiring (as defined in Section 2(b)) charges, and any other amount payable pursuant to this Agreement (collectively, the "**Fees**"). The Customer shall also pay applicable commodity taxes, and similar taxes levied or assessed by any local and/or government authority, as well as surcharges for foreign taxes or those imposed by third-party providers, withholding tax, and interexchange carrier charges, if any (collectively, "**Taxes**"). Customer shall pay Fees and Taxes within 30 days of the invoice date. Payment may not be made by credit card unless specifically agreed to in writing by Bell. Bell,

in its sole discretion, reserves the right to change acceptable methods of payment upon prior notice to Customer. Where technically feasible, Bell will deliver the invoices electronically within one business day of the invoice date. If any legislation authorizes the Customer to purchase Services or Products pursuant to this Agreement without payment of commodity taxes, Customer agrees to supply Bell with evidence of such authorization. Fees and Taxes are subject to a late payment charge ("**Late Payment Charge**") at the rate specified in the invoice, which rate may vary from time to time, calculated from the invoice date, if Fees and Taxes are not paid within 30 days of the invoice date.

- b. **Construction & Backhaul, and Inside Wiring:** Unless otherwise set out in a Service Schedule, "**Construction & Backhaul**" includes the construction of access circuit, circuit diversity, and building conduit if required, from a Bell central office to the Customer's telecommunications room, and backhauling connectivity or leasing facilities from third party carriers, if required. Customer is responsible for and ensuring that there is available, (i) inside wiring and cabling necessary to provide the Services ("**Inside Wiring**") and (ii) conduit or pathway and spaces ("**Customer Pathway and Spaces**") with spare capacity for any Inside Wiring from the property line of the Customer premises to the Customer's premises telecommunications room, all of which shall be performed by Bell up to the demarcation point (i.e. Customer edge device). Customer will pay Construction & Backhaul charges, Pathway and Spaces charges and Inside Wiring charges, even if they are not expressly set out in a Schedule or Statement of Work. The Fees associated with the performance of the construction of certain features, such as those required to add capacity or build Customer Pathway and Spaces, may not be known until the implementation of the Services is performed.
- c. **No Withholding, Deduction or Set-Off:** Customer shall not withhold or deduct any amounts from, or set-off amounts owed by Bell or a Bell Affiliate to Customer against any amounts invoiced by Bell or a Bell Affiliate under this Agreement.
- d. **Disputed Charges:** The Customer shall notify Bell in writing within 150 days of the date of the applicable invoice of any charges that Customer disputes. If Bell determines, acting reasonably, that those charges should not have been billed or were over-billed, Bell will credit the Customer for those charges.
- e. **Deposit:** Bell may require the Customer to provide a deposit. Bell may also (i) require Customer to make a payment in advance; and/or (ii) revise the payment terms if a credit review reveals Customer as non-creditworthy, or in the event of late payment by Customer. If Customer fails to provide Bell with such a deposit, honour revised payment terms or to make a payment in advance, Bell may either suspend or terminate the Agreement on 30 days' notice. Bell shall retain the deposit as security for Customer's performance of its obligations pursuant to this Agreement.

### 3. **TERM**

- a. **Term of the Main body of this Agreement:** The term of the main body of this Agreement (the "**Agreement Term**") will begin on the date it is signed by the Customer and it will expire or terminate on the date that the Service Term (as defined in Section 3(c)) of the last remaining Schedule expires or terminates.
- b. **Term of Each Service Schedule:** Each Service will be provided for the period set out in the applicable Service Schedule (the "**Initial Service Term**").
- c. **Renewal Term(s) of Each Service Schedule:** Unless the Customer or Bell provides notice to the other as described in Section 3(d), each Service Schedule will automatically be renewed at the end of the Initial Service Term on the same terms and conditions for the renewal period(s) set out in that Service Schedule. If there is no renewal period set out in a Service Schedule, then that Service Schedule will expire and the Services provided under it will be terminated at the end of the Initial Service Term. Each renewal period described above is defined as a "**Service Renewal Term**". The Initial Service Term and any Service Renewal Term(s) are collectively referred to as the "**Service Term**". Bell may change the Fees for a Service Renewal Term by providing the Customer with at least 90 days advance written notice of the change before the end of the then current Initial Service Term or Service Renewal Term, as the case may be.
- d. **Notice of Non-Renewal:** Either party may provide to the other party written notice, at least 60 days in advance of the expiration of the relevant Service Term, that it does not intend to renew a Service Schedule with the result that the Service Schedule will expire and the Services provided under it will be terminated at the end of the Service Term.
- e. **Early Provision of Services and Product:** If Bell begins work to provision any Service or Product, or if Bell delivers any Service or Product, before the start of the Agreement Term or the applicable Initial Service Term, all Services and Product provided by Bell before either of those dates will be considered to have been provided under the terms and conditions of this Agreement including the applicable Schedule. The Fees during such time will be Bell's then current standard hourly rate for Professional Services or month-to-month rates, as applicable, unless otherwise agreed to.

### 4. **TERMINATION OR CANCELLATION**

- a. **Early Termination of Service Schedule by Customer:** Unless otherwise set out in a Service Schedule, Customer may terminate a Service it has requested under a Service Schedule ("**Terminated Service**") at any time before the end of the relevant Service Term by giving notice of termination to Bell at least 30 days before the proposed early termination date (except if the Terminated Service is Internet access, TV or local voice and Customer's average monthly telecommunications bill is under \$2,500, in which case 30 days' notice is not required). If Customer terminates a Service under this Section 4(a), the Customer shall pay to Bell all Fees, Taxes and Late Payment Charges due for the Terminated Service up to the date of termination. Customer shall also pay to Bell the following "**Termination Fees**":
  - i. 100% of the reasonable out-of-pocket expenses that Bell incurs or will incur in connection with its contractual arrangements with the Bell Providers,
  - ii. all charges for performed Construction & Backhaul and any related windup or remediation, charges for Inside Wiring, and any termination fees associated with terminating leases for third party facilities or other backhaul related charges, and

- iii. the termination charges specified in the relevant Service Schedule, or if not specified, for all Services other than Professional Services, an amount equal to 50% of the remaining monthly Fees for the Terminated Service that would have been payable to the end of the applicable Service Term, and
- iv. any applicable Taxes on (i), (ii) and (iii).

The Customer acknowledges that Termination Fees are a reasonable estimate of Bell's liquidated damages and represent consideration for the Services and Products, and are not a penalty. In the event that a payment to be received by Bell for Termination Fees would be deemed by the applicable tax legislation to include an amount of GST/HST and/or QST or other Tax, the amount of Termination Fees payable by the Customer shall be grossed up by an amount equal to the amount of GST/HST, QST and other Taxes that would be deemed to be included in such payment.

- b. **Cancellation of Product Schedule by Customer:** If, prior to delivery, Customer cancels an order for Product(s) in full or in part prior to the delivery or performance of the order, a restocking fee of up to 25% of Product cost, as listed in the Product Schedule or on a quotation or purchase order will be charged. Bell may apply any deposit collected for the cancelled Product(s) order towards the restocking fee. Bell will not accept for return or refund: (i) any licensed software, which will be charged at 100% of the price; (ii) Products that have already been delivered to Customer; (iii) Products that are non-stock, specially ordered or customized; or (iv) Products that have been discounted or sold to Customer at an incentive price.
- c. **Termination for Cause:** Either party may terminate this Agreement or any Schedule, or Bell may suspend the Services in whole or in part, in each case, by giving notice in writing to the other party upon the occurrence of any of the following: (i) the other party commits a material breach with respect to a material obligation under this Agreement or the applicable Schedule and does not remedy that breach within 30 days after receiving written notice of the breach; or (ii) the other party enters into a compulsory or voluntary liquidation, or convenes a meeting of its creditors or has a receiver appointed over any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business. Customer's failure to pay any invoiced Fees, Taxes or Late Payment Charges when due is a material breach with respect to a material obligation. Notwithstanding the foregoing, if Bell materially breaches with respect to a material obligation in the provision of a Service or Product, and Bell has not remedied that breach within 30 days after receiving written notice of such default, Customer shall only be entitled to terminate the specific Service(s) or Product(s) for which the breach occurred under the applicable Schedule.
- d. **Charges Payable:** On the termination of this Agreement or Schedule for any reason, all payments required to be made to Bell by the Customer thereunder, shall be due and payable immediately. Termination of this Agreement or a Schedule shall not relieve the Customer from any liability which accrued before the termination became effective. Customer will not be required to pay the applicable Termination Fees if Customer terminates this Agreement or a Schedule pursuant to Section 4(c).

#### 5. **BELL EQUIPMENT**

- a. All material, equipment and software required for Customer to use the Services or Products and made available to Customer by Bell or the Bell Providers, and any other software and equipment, including Inside Wiring, patch panels, transport conductors and switching equipment, used by Bell in the provision of the Services (collectively, "**Bell Provided Equipment**") shall at all times be and remain the exclusive property of Bell or the Bell Providers, wherever located, including on Customer premises. Upon termination or expiration of the Agreement or a Schedule, Customer shall either return or release the Bell Provided Equipment to Bell as directed by Bell and at Customer's expense. The Bell Provided Equipment does not include the Products purchased pursuant to this Agreement, Customer Pathway and Spaces, or the Customer Provided Equipment (as defined in Section 6 below). Customer shall be responsible for the loss of or damage to the Bell Provided Equipment in its care and control except if caused by the negligence or willful misconduct of Bell or the Bell Providers. Customer shall ensure at all times that the Bell Provided Equipment is stored in a manner and in an environment that conform to relevant specifications provided by Bell. Bell may, in its sole discretion, make changes to or replace the Bell Provided Equipment used in connection with the provision of the Services, provided that (i) Bell provides Customer with 90 days advance written notice of any such changes or replacement of Bell Provided Equipment where such changes or replacement will require a corresponding change in the Customer's equipment, and (ii) any such changes or replacement of Bell Provided Equipment do not change the functionality of the related Service(s).
- b. Customer acknowledges it has no right, title or interest in or to any network address or identifier (such as telephone number, IP address, host name) ("**Identifier**") assigned to the Customer by Bell. Bell may, on reasonable notice to the Customer, change the Identifier. Bell is not obligated to notify any other party of a change to the Customer's Identifier.

#### 6. **ADDITIONAL CUSTOMER OBLIGATIONS**

- a. **Obligations:** The Customer shall:
  - i. comply and cause its End Users to comply with the applicable governing law as set out in Section 12(c);
  - ii. not resell or remarket any Service;
  - iii. in addition to section 2(b) above and unless provided by Bell as part of the Service pursuant to a Service Schedule, provide all necessary infrastructure (e.g. power, and outlets), and ambient environments required for the receipt of the Services and the safe and efficient operation and maintenance of the Bell Provided Equipment on Customer premises in accordance with the specifications provided by Bell and all applicable industry and safety standards;
  - iv. unless provided by Bell as part of the Service pursuant to a Service Schedule, be responsible for the supply (including obtaining necessary licenses and authorizations), installation and maintenance of any material, equipment or software other than the Bell Provided Equipment (the "**Customer Provided**

**Equipment")** at each site that is necessary to receive the Services. Customer shall ensure that Customer Provided Equipment is (A) installed, maintained, secured and stored in a manner and an environment that conform to the manufacturer's specifications and any reasonable specifications provided by Bell, and (B) compatible with the Bell Provided Equipment;

- v. obtain and maintain all third party licenses, authorizations, permissions and consents (including those from landlords, land owner, property manager or leaseholder(s)) necessary to permit Bell and/or the Bell Providers prompt and safe access to Customer's premises and Customer Provided Equipment and Bell Provided Equipment on Customer premises, so they can perform Bell's obligations and enforce Bell's rights under this Agreement, provided that Bell and all Bell's agents comply with all reasonable site access requirements at each Customer premises. If Customer fails to comply with any of the foregoing, or (if compliance with any such site access requirements results in a delay in Bell installing Services or repairing, replacing or upgrading Bell Provided Equipment at the Customer premises, Bell shall not be responsible for any missed projected timelines, service level agreements or implementation milestones as a result of such delay);
  - vi. be responsible for use of the Services and Products, including through access points, by any party other than Bell or a Bell Provider (collectively, "**End Users**"), and take all necessary measures to ensure that the End Users use the Services and Products in accordance with the terms and conditions of this Agreement;
  - vii. comply and cause its End Users to (A) comply with the internet acceptable use policy attached to a Service Schedule (as may be amended by Bell from time to time and made available on Bell's website) if applicable; (B) comply with any third party software license terms and conditions for software used by the Customer and/or its End Users in connection with the use of the Services and Products; and (C) not upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute or provide access to information, software or other content or material in connection with the use of the Services and Products which is confidential or is protected by copyright or other intellectual property rights including any broadcast, sound recording, communication signal, telecommunication, musical work, cinematographic work, performance, photograph or computer program, without prior authorization from the rights holder(s);
  - viii. consent and ensure its End Users consent to receive software downloads from Bell, its Affiliates and partners to the Customer's End User devices, Customer Provided Equipment and Bell Provided Equipment to the extent that such downloads are reasonably necessary for the continued efficient operation of the Products and Services and related material, equipment and software being provided to the Customer;
  - ix. not use, abuse, tamper with, alter or otherwise rearrange the Services or Products, or permit or assist others to do so, for any purpose or in any manner, that: (A) interferes with the Products or Services or the provision of them; (B) interferes with the networks of Bell or any Bell Provider or access to those networks by other users; or (C) uses the Product or Services in a manner that directly or indirectly violates the terms of this Agreement, applicable laws or any third party or Bell rights; and
  - x. maintain the minimum commitment levels for billing, volume or usage, if any, as set out in a Schedule (the "**Minimum Commitment**") or pay any under utilization fees or charges set out in such Schedule ("**Under Utilization Charges**").
- b. **Failure to Comply:**
- i. Bell is not liable for any failure to provide the Services or Products in accordance with this Agreement resulting from Customer's failure to comply with any of the obligations set out in this Section 6.
  - ii. If a Customer's failure to comply with any of the obligations in this Sections 6(a)(i)-(vii) and (ix) materially adversely affects Bell including Bell's or a Bell Provider's network, the Services or the ability of other customers to receive services from Bell, Bell may take all actions which it considers necessary to address such effect including the immediate suspension of or restriction on the use of the Services.

7. **WARRANTIES, SERVICE DISCLAIMER AND MIGRATION**

- a. **Reasonable Skill, Care and Diligence:** Bell shall perform, or cause to be performed (including through appropriate supervision and inspection) the Services and otherwise fulfill its obligations hereunder honestly and in good faith, exercising reasonable skill, care and diligence, consistent with industry standards applicable to comparable providers of similar services, in accordance with the terms and conditions of this Agreement.
- b. **Disclaimer:** Customer acknowledges that Bell does not warrant (i) uninterrupted or error-free Services, or (ii) third-party Content (as defined in Section 10) availability, accuracy or any other aspect of any information including all data, files and all other information or third party Content in any form, accessible or made available to or by the Customer or End Users through the use of the Services. Customer acknowledges that Bell may interrupt the Services, as may be specified in the Service Schedules or in case of emergency, in order to provide maintenance in respect of the Services and Products. Unless otherwise expressly set out in this Agreement or a Schedule the warranties provided in this Agreement replace all other warranties and conditions. The Customer waives all other warranties and conditions, express, implied or statutory, including any warranty of merchantability, fitness of a particular purpose or availability or reliability of the Services or Products.
- c. **Migration:** During a Service Term, Bell may migrate a Service to an alternative service or technology or replace Bell Provided Equipment as long as the alternative service or technology or Bell Provided Equipment provides substantially similar functionality as the Service. Should this event occur, the definition of "**Service**" will include the alternative service or technology for the purposes of this Agreement. Bell shall not be responsible if any changes in the Services affect the performance of material, equipment or software other than Bell Provided Equipment or cause such material, equipment or software to become obsolete or require modification or attention. Bell shall provide the Customer with 60 days' notice of the migration and the Customer shall co-operate with Bell to implement the migration.

8. **LIMITATION OF LIABILITY & INDEMNITIES**

- a. **LIABILITY FOR DAMAGES:** BELL AND THE BELL PROVIDERS' TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY, CLAIMS OR LOSSES (COLLECTIVELY, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF PRODUCTS OR SERVICES UNDER THIS AGREEMENT, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO:
- i. FOR SERVICES, THE TOTAL AGGREGATE MONTHLY FEES PAID BY THE CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO THE DAMAGES DURING THE THREE-MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE DAMAGES; OR
  - ii. FOR PRODUCTS, 50% OF THE TOTAL PURCHASE PRICE PAID BY THE CUSTOMER FOR THE SPECIFIC PRODUCT(S) GIVING RISE TO THE DAMAGES,

LESS ALL AMOUNTS PAID FOR PREVIOUS DAMAGES FOR SUCH SERVICES AND PRODUCTS, IF ANY.

THE FOREGOING LIMITATION OF LIABILITY DOES NOT APPLY TO DAMAGES ARISING FROM BODILY INJURY (INCLUDING DEATH) SUSTAINED BY THE CUSTOMER AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION OR WILFUL MISCONDUCT ON THE PART OF BELL OR THE BELL PROVIDERS ARISING FROM ITS PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

- b. **NO LIABILITY FOR CERTAIN DAMAGES:** NEITHER PARTY IS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF PRODUCTS OR SERVICES UNDER A SCHEDULE, OR THE FOLLOWING WHETHER CHARACTERIZED AS DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES: LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITIES, MISAPPROPRIATION OF PERSONAL INFORMATION STORED ON PRODUCTS, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM, WHETHER ARISING IN TORT, OR CONTRACT LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. BELL AND THE BELL PROVIDERS ARE NOT LIABLE FOR, AND CUSTOMER SHALL BE LIABLE FOR (I) THE USE OF THE PRODUCTS OR SERVICES PROVIDED BY BELL IN COMBINATION WITH SERVICES, PRODUCTS OR EQUIPMENT PROVIDED BY THE CUSTOMER OR ANY THIRD PARTIES, (II) THE FAILURE BY THE CUSTOMER TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, (III) CUSTOMER'S OR ANY OF ITS END USER'S USE OR MODIFICATION OF THE PRODUCTS OR SERVICES OR TRANSMISSION OF CONTENT (AS DEFINED IN SECTION 10, OR (IV) CLAIMS AGAINST BELL OR A BELL PROVIDER BY AN END USER IN CONNECTION WITH THE PRODUCTS OR SERVICES.
- c. **RIGHTS AND REMEDIES:** ALL OF CUSTOMER'S RIGHTS AND REMEDIES RELATING TO (A) BELL'S FAILURE TO MEET A SERVICE LEVEL AGREEMENT, AND (B) SERVICE INTERRUPTIONS, INCLUDING IN EACH CASE, ANY CREDITS, REFUNDS OR RIGHTS OF TERMINATION, ARE SET OUT IN THE RELEVANT SERVICE SCHEDULE. THESE RIGHTS AND REMEDIES ARE SUBJECT TO THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION 8 (LIMITATION OF LIABILITY & INDEMNITIES) AND ARE THE ONLY REMEDIES FOR BELL'S FAILURE TO MEET A SERVICE LEVEL AGREEMENT OR FOR A SERVICE INTERRUPTION.
9. **CONFIDENTIAL INFORMATION:**
- a. "**Confidential Information**" means any data, documentation or other information of a proprietary or confidential nature of a party, or its Affiliates, or which is treated as confidential by a party or its Affiliates, whether or not identified as being confidential or proprietary, which is disclosed or made available to the other party in connection with the negotiation, preparation or performance of this Agreement. The design, installation, delivery or implementation of the Services or Products, including pricing information, service levels and network design specifications shall constitute Confidential Information of Bell. Confidential Information excludes the Customer's name, address and listed telephone number and any data, documentation or other information which is (i) in the public domain, (ii) known to the receiving party prior to receipt thereof from the disclosing party, or (iii) available to the receiving party on a non-confidential basis from a source other than the disclosing party (or, in Bell's case, a Bell Provider), if that source or its source is not in breach of any obligations of confidentiality to the disclosing party (or, in Bell's case, a Bell Provider); or (iv) the receiving party can show to have been developed independently by the receiving party without using the Confidential Information of the disclosing party. The receiving party agrees to take such care to protect the confidentiality of the Confidential Information as would be taken by a reasonable party to protect its own Confidential Information from disclosure subject to the exceptions set out below.
  - b. Except as (i) permitted or required by law, regulation or lawful request or to carry out its obligations; and (ii) required to receive or provide the Products and Services under this Agreement, as applicable, the receiving party agrees not to use or disclose the Confidential Information without disclosing party's prior written consent. Customer consents to Bell disclosing Customer information to the CRTC as required for the CRTC to approve any filings related to the Services.

- c. In the event that Bell is provided with access to Customer's End Users' information ("**End User Data**"), Customer shall ensure that it has all the requisite consents for Bell to use such End User Data in the manner contemplated under this Agreement. Customer acknowledges and agrees that in the event that Customer provides Bell with access to End User Data where Bell is not required to have such access, Bell shall not be liable for any loss, unauthorized access to, or any other act or omission in relation to the End User Data.

#### 10. **MONITORING AND NETWORK MANAGEMENT**

Subject to compliance with applicable laws, Bell may, as part of the management of its network, monitor use of the Services (electronically or otherwise) and collect or modify any transmission data as necessary to satisfy any law, regulation or investigate any information, data, files, pictures or content in any form (collectively, the "**Content**") or use of Services as necessary to develop, improve or operate the Services or to protect the rights or property of itself or others that are directly relating to providing the Products and Services. Such monitoring may include but not be limited to bandwidth consumption and how it affects operation and efficiency of the network and Bell Services. Customers who consume excessive bandwidth capacity in Bell's reasonable discretion may have their Services appropriately restricted. Customer acknowledges that Bell does not own or have any control over the availability, accuracy or any other aspect of any third-party Content that may be made available to or by the Customer or its End Users through the use of the Services.

#### 11. **FORCE MAJEURE**

If there is a default or delay in a party's performance of its obligations under this Agreement (except for the obligation to make any payments under this Agreement), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, acts of God, epidemic, pandemic, explosion, power failure, third party caused damage to network infrastructure (e.g., a cable cut), war, terrorism, cyber terrorism/warfare, revolution, civil commotion, cyber terrorism/warfare, acts of public enemies, law, order, regulation, ordinance or requirement of any government or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts, then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day by day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.

#### 12. **GENERAL PROVISIONS**

- a. **Entire Agreement and Amendment:** This Agreement is the entire agreement between the Customer and Bell with respect to the subject matter, and supersedes all prior agreements, understandings, commitments, undertakings, proposals, representations, negotiations and discussions on the subject matter, whether written or oral. There are no, and Bell shall not be liable for, conditions, agreements, representations, warranties or other provisions, express or implied (including through course of dealing), collateral or otherwise, relating to the subject matter of this Agreement, which induced either party to enter into this Agreement or on which either party places any reliance, other than those set forth in this Agreement. If the Customer issues a purchase order or other document for the Services or Products, it will be considered to be for the Customer's internal use only and any provisions contained in it shall not amend or be used to interpret this Agreement. This Agreement shall not be amended other than by an instrument in writing signed by both parties and stating that the parties intend to amend this Agreement.
- b. **Assignment:** (i) This Agreement shall bind and enure to the benefit of Bell and the Customer and their respective successors and permitted assigns. Neither party may assign this Agreement in whole or in part, including any Schedule, without the prior written consent of the other party, not to be unreasonably withheld. However, without the other party's consent, subject to Section 12(b)(ii) below, a party may assign all or part of its benefits, rights or obligations under this Agreement to an Affiliate or to an entity in connection with any transaction or series of transactions pursuant to which all or a substantial part of the assigning party's business is assigned to or otherwise results in forming all or part of the business of such entity (including a present or future affiliate, whether by way of reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale, change in control or otherwise, and, provided such entity, as assignee, agrees to be bound by this Agreement and assumes the obligations assigned under this Agreement pursuant to this Section 12(b), on and after the effective date of such assignment. (ii) Bell's prior written consent shall be required in the event of a proposed assignment by Customer if, in Bell's determination, the Customer's proposed assignee is deemed to be (A) not credit worthy; (B) a competitor of Bell; or (C) non-compliant with any eligibility criteria for the Services. Bell may also assign any receivable that arises under this Agreement, any right to receive payment related to that receivable and any interest in that receivable or right to receive payment.
- c. **Governing Law:** This Agreement shall be governed by and interpreted according to the laws of Ontario unless the Customer's head office is situated in Quebec. If the Customer's head office is situated in Quebec, this Agreement shall be governed by and interpreted according to the laws of Quebec. The applicable governing law shall be determined as noted above without regard to any conflicts of law rules that might apply the laws of any other jurisdiction. The parties attorn to the exclusive jurisdiction of the courts of Toronto unless the Customer's head office is situated in Quebec, in which case the Parties attorn to the exclusive jurisdiction of the courts of Montreal in respect of all matters arising out of or in connection with this Agreement except CRTC regulatory matters. For CRTC regulatory matters the parties attorn to the exclusive jurisdiction of the federal courts or tribunals of Canada.
- d. **Interpretation:** In this Agreement, the headings are for convenience of reference only and shall not affect its construction or interpretation. If there is any conflict between the terms of the main body of this Agreement and a Tariff, if applicable to the Service in dispute, the terms of the applicable Tariff shall govern. If there is any conflict between the terms of the main body of this Agreement and the Schedules, the terms of the main body of the Agreement shall govern unless otherwise expressly provided in writing in a Schedule.

- e. **Waivers:** No waiver of any provision of this Agreement shall bind a party unless consented to in writing by that party. No waiver of any provision of this Agreement shall be a waiver of any other provisions, nor shall any waiver be a continuing waiver, unless otherwise expressly provided in the waiver.
- f. **Notice:** All notices and consents provided for shall be given in writing and delivered by personal delivery, prepaid first class registered or certified mail, by facsimile, by regular mail or e-mail. Notices delivered by facsimile shall be considered to have been received upon the sender obtaining a bona fide confirmation of such delivery. Notices delivered by e-mail shall include the following, and shall only be effective if the recipient provides by e-mail a confirmation of delivery and the date of acceptance of the delivery: (i) sender's name, address, telephone number, fax number and e-mail address; (ii) date and time of the transmission; and (iii) the name and telephone number of a person to contact in the event of transmission problems. Delivery of notices after 4:00 p.m. at the address being served constitutes delivery the following day. Notices delivered by regular mail shall be deemed received on the fifth day after the notice has been mailed. The address for notice shall be (i) for the Customer, the address to which Bell sends the Customer's invoices and e-mail addresses on file for the Customer with Bell; and (ii) for Bell, to the business address and attention of the Bell sales representative for the Customer. Customer shall notify Bell of a change in its billing address and any change in its corporate name or any business or trade name used in connection with the Services.
- g. **Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions of this Agreement shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
- h. **Survival:** The following Sections of this Agreement shall survive termination or expiration of this Agreement: Sections 2 (Fees And Taxes), 4(a) Early Termination of Service Schedule, 4(d) (Termination - Charges Payable), 5 (Bell Equipment), 6 (Additional Customer Obligations), 7(b) and 7(c) (Service Disclaimer and Migration), 8 (Limitation Of Liability & Indemnities), 9 (Confidential Information; ), and this Section 12 (General Provisions).
- i. **Counterparts:** This Agreement, including any Schedule or service order signed pursuant to a Schedule, may be signed in one or more counterparts (including through electronic signatures), each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.
- j. **Language:** The parties have requested that this Agreement and all correspondence and all documentation relating to this Agreement be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.
- k. **No Partnership and Third-Party Beneficiaries:** Bell is an independent contractor of Customer. The Agreement shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture. Nothing in this Agreement, express or implied, shall or is intended to confer on any other person, firm or enterprise, any rights, benefits, remedies, obligations or liabilities of this Agreement, other than the parties, their respective successors or permitted assigns.

<b>The Corporation of the United Counties of Leeds and Grenville</b>	<b>BELL CANADA</b>
SIGNATURE: _____	SIGNATURE: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
I am authorized to bind the Customer to the terms and conditions of this Service Schedule.	I am authorized to bind the Customer to the terms and conditions of this Service Schedule.
DATE:	DATE:

**BELL COMMERCIAL TV SERVICE SCHEDULE TO MASTER COMMUNICATIONS  
AGREEMENT**

<b>Customer Name:</b>	The Corporation of the United Counties of Leeds and Grenville		
<b>Master Communications Agreement Date:</b>			
<b>Billing/Contact Address:</b>	25 Central BROCKVILLE Ontario K6V 4N4		
<b>City:</b>	BROCKVILLE		
<b>Province:</b>	Ontario	<b>Postal Code:</b>	K6V 4N4
<b>Telephone:</b>	(613) 342-3840 Extension 2299		
<b>Facsimile:</b>			
<b>Contact Name(s): Signatory to Contract:</b>	Marc Thivierge		
<b>Email (address if available):</b>	Marc.Thivierge@uclg.on.ca		
<b>Offer Valid Until:</b>	05/31/2023		
<b>Type of Bell Service Offered:</b>	<b>Head End Service</b>		
<b>Activation Date:</b>	Anticipated to be <b>07/01/2025</b> , but Bell is under no obligation to activate before fifteen (15) Business Days after the Agreement is executed by Bell.		
<b>Initial Service Term:</b>	78 months		

1. **TERM AND RENEWAL**

The Service Term of this Service Schedule begins on the earlier of (a) 07/01/2025 or (b) the day immediately following the Activation Date, and continues for the Initial Service Term. At the end of the Initial Service Term, unless either party has provided the other party with a notice of non-renewal in accordance with the Agreement, this Service Schedule will automatically renew for a 12-month period, after which it will continue on a month-to-month basis until terminated by either party upon at least 30 days' prior written notice.

2. **FEES AND PAYMENT TERMS**

a. **Payment Obligation:** Subject to Customer's payment of the Fees set out in Schedule A and compliance with all terms and conditions of this Agreement, including Appendix 2, Bell shall provide and Customer shall receive the Programming set out in Schedule A and the Equipment set out in Schedule B for the duration of the Term.

b. **Authorization to check credit history:** Customer authorizes Bell to make inquiries into Customer's credit history at any time in Bell's sole discretion, and to record the results of those credit inquiries on Customer's account file at Bell.

3. **LIABILITY**

a. All programming is provided on a "subject to availability" basis. Certain programming transmitted by Bell, including sports events, may be "blacked out" in your area of reception sometimes for copyright or other reasons. Programming may also be subject to temporary interruption due to causes outside of Bell's control (such as the weather or satellite failure). Bell will not refund changes or credit Customer for the blackout period or temporary interruptions. Bell will not be liable for any loss or damage which customer suffers as a result of any black-out or temporary interruption.

b. Customer acknowledges and agrees that, while Customer may select Programming from the programming choices available from Bell, Bell may have to remove Programming, or substitute/add certain Programming with other Programming due to: (i) changes that may arise in its current license with the Canadian Radio-television Telecommunications Commission ("CRTC") to broadcast and distribute the Programming; (ii) the availability or cost of particular Programming to Bell; or (iii) broadcasting regulations applicable to the services provided pursuant to this Agreement. Bell shall use reasonable commercial efforts to ensure the Programming provided to Customer is of a similar nature or of equivalent popularity or quality to that originally selected by Customer, but Customer shall not have the right to terminate the Agreement in the event Bell substitutes, adds or removes any Programming pursuant to this Section if the substitution, addition or removal of any Programming is caused by a third party and is beyond Bell's reasonable control. Customer shall promptly execute all documents reasonably necessary to give effect to the provisions of this Section.

c. Customer agrees that Bell may, in its sole discretion, renumber or realign channels at any time without liability to Customer for any costs in reconfiguring the Programming.

d. BELL IS NOT THE MANUFACTURER OF ANY EQUIPMENT, AND THEREFORE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND, EXCEPT AS SET OUT IN SCHEDULE B, HAS NO LIABILITY WHATSOEVER FOR THE EQUIPMENT.

4. **SUPPORT**

For support purposes, Bell shall use commercially reasonable efforts to meet the Service Level Objectives set out in Schedule C. Failure to meet an SLO shall not be considered a default by Bell of its obligations under this Agreement.



By signing below, Bell and Customer acknowledge that this Service Schedule is attached to and forms part of the Contract, that all Services described herein are governed by the terms and conditions contained in this Service Schedule and contract, and Fiber TV Services are provided by (and your contract is with) Bell Canada, while Satellite TV Services are provided by (and your contract is with) Bell ExpressVu LP. Unless otherwise defined in this Service Schedule, terms are used herein as defined in the Agreement.

<b>The Corporation of the United Counties of Leeds and Grenville</b>	<b>BELL CANADA</b>
SIGNATURE: _____	SIGNATURE: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
I am authorized to bind Customer to the terms and conditions of this Service Schedule.	I am authorized to bind Bell Canada and Bell ExpressVu LP to the terms and conditions of this Service Schedule.
DATE: _____	DATE: _____

## Schedule A - Fees

### 1. Monthly Fees

- a. Unless modified by Bell, the monthly Programming Rate payable by Customer for the Programming selected by Customer is as follows:
- i. For 50 units from months 01 to 06, Programming Rate is \$749.84.
  - ii. For 100 units from months 07 to 12, Programming Rate is \$1,499.68.
  - iii. For 150 units from months 13 to 18, Programming Rate is \$2,249.52.
  - iv. For 198 units from months 19 to 78, Programming Rate is \$2,969.37.

Every Calendar year, Bell may increase the Programming Rate up to 5%, subject to providing notice in writing. No annual rate increase applies for the first six (6) months following the activation date.

- b. Customer represents, warrants and agrees that the Property comprises **198** Units, and that only such number of Units is supplied with Programming under the approved installation.
- c. Customer has selected an existing retail Programming package and the following chart sets out the Programming that Bell shall make available to Customer during the Term commencing on the initial "**Activation Date**":

<b>Programming</b>		
<b>Channel or Package Name</b>	<b>Included in Public Programming</b>	<b>Additional Fees for this Channel</b>
A & E HD	No	No
ABC Boston HD East (WCVB-DT)	No	No
AMI-TV HD	No	No
CBC News Network HD	No	No
CBC Ottawa HD (CBOT-DT)	No	No
CBS Boston HD East (WBZ-DT)	No	No
Citytv Toronto HD (CITY-TV)	No	No
CNN HD	No	No
Country Music Television	No	No
CPAC HD - Cable Public Affairs Channel	No	No
CPAC HD - La Chaîne d'affaires publiques par câble	No	No
CTV Comedy Channel HD	No	No
CTV Drama Channel HD	No	No
CTV News HD	No	No
CTV Ottawa HD (CJOH-DT)	No	No
CTV Sci-Fi Channel HD	No	No
CTV Two Toronto HD (CKVR-DT)	No	No
Discovery HD	No	No
Discovery Science HD	No	No
Dtour HD	No	No
E! Entertainment Canada HD	No	No
Food HD	No	No
Fox Boston HD East (WFXT-DT)	No	No
Game Show Network HD	No	No
Global Toronto HD (CIII-DT)	No	No
HGTV HD	No	No
History HD	No	No
ICI Ottawa HD (CBOFT-DT)	No	No
KTLA HD (KTLA-DT)	No	No
National Geographic HD	No	No
NBC Boston HD East (WHDH-DT)	No	No

OMNI Toronto HD (CFMT-DT)	No	No
PBS Boston HD East (WGBH-DT)	No	No
Rogers Sportsnet Ontario HD	No	No
Showcase HD	No	No
Silver Screen Classic movies	No	No
Slice HD	No	No
Sportsnet 360 HD	No	No
TCM HD(Turner Classic Movies HD)	No	No
The Weather Network HD - National	No	No
TSN HD	No	No
TSN2 HD	No	No
TVA Gatineau-Hull HD (CHOT-DT)	No	No
Vision TV HD	No	No
W Network HD	No	No
WPIX HD (WPIX-DT)	No	No
YES TV Burlington (CITS-TV)	No	No
EPG – Electronic Programming Guide	No	No

- d. As part of the Fees, and in addition to all other amounts required by this Agreement, Customer shall pay Bell **\$0.00** on **07/01/2025**
- e. If Customer connects IRDs in breach of this Agreement, then as a genuine and reasonable estimate of liquidated damages and not as a penalty, and in addition to any other rights and remedies available to Bell, Customer shall account for and pay to Bell for each Display in excess of one (1) attached to each such IRD as if such Displays were each a licensed Bell subscriber having the same programming package for which the IRD is activated and at the retail programming rate for such programming package then applicable without discount, for each month or part thereof on which such Displays were capable of receiving programming from such IRDs.
- f. In consideration for the Customer maintaining the Service for the Initial Service Term, Bell shall provide a credit in the amount of **(\$23,127.28)** (the "**Subsidy**"). In the event of any termination of this Agreement prior to the end of the Initial Service Term, in addition to and without limiting any other rights and remedies available to Bell (including payment of applicable Early Termination Fees), Customer shall pay to Bell a proportional amount of the Subsidy based upon the number of months remaining in the Initial Service Term at the time of termination relative to the number of months in the entire Initial Service Term.

2.

**One time Fees**

You may be subject to some of the following account or service Fees or charges. All Fees and charges are subject to change and applicable taxes, and are per occurrence unless otherwise specified by Bell. Additional Fees not set out below may apply depending on the Bell Service ordered and your Service Address. You will be notified of any such additional Fees prior to being charged. Fees may be lower in certain cases or where required by law.

ACCOUNT FEES	AMOUNT
<b>Deactivation Fee</b>	\$50.00
<b>Not Sufficient Funds (NSF) Fee</b>	\$25.00
<b>Damage lost or Stolen Smart Card</b>	\$69.00
<b>Unreturned Smart Card</b>	\$69.00

### Schedule B - Equipment

- a. **Provisioning:** If applicable, Bell will provide to Customer the Equipment necessary to receive Bell Programming, either new or refurbished, as specified in the Plans, the Work Order, or the Activation Form(s), as applicable, for activation on the applicable Activation Date.
- b. **Installation:** All Equipment must be installed by a Bell qualified installer, unless otherwise specified by Bell. Except as noted below, the installation shall be performed based on design plans ("Plans") entered into between Bell and Customer, which Plans shall be governed by the terms and conditions of this Agreement. In the event of any inconsistency between the Plans and this Agreement, the Plans shall govern. Depending on the circumstances of the Agreement, including the Fees payable, the size of the installation, the condition of the Service Address and other considerations, or if Customer desires to deviate from the Plans, Customer may also be required to sign an installation Work Order for all installation work to be performed in connection with this Agreement which is not part of the Plans (including any relocations). The Work Order may stipulate additional charges payable by Customer. These charges, if any, will be disclosed to Customer prior to signing the Work Order and Customer shall pay all such charges set out in the Work Order, on the dates set out therein, but otherwise in accordance with this Agreement. The Work Order shall be governed by the terms and conditions of this Agreement. In the event of any inconsistency or conflict between the Work Order, the Plans and this Agreement, the Work Order shall govern. If there are no executed Work Orders or Plans, all costs and expenses incurred by Bell for relocation or installation of any Equipment at the request of Customer will be payable by Customer at Bell's or its qualified installer's then current, undiscounted rates.
- c. **Maintenance:** Equipment will be maintained: (Check one option)
- By Bell
- By Customer
- d. **Limited Warranty:** Customer's warranty rights are more particularly set out in Appendix 3 to this Agreement. If Bell is required to substitute any Equipment, pursuant to this Limited Warranty or for any other reason, with another substantially similar model and make of Equipment ("Replacement Equipment"), Customer acknowledges that, upon delivery of the Replacement Equipment, this Agreement will automatically and without any further act, thing or document: (i) no longer apply and be at an end with respect to the Equipment being replaced by Bell ("Replaced Equipment") and (ii) apply to the Replacement Equipment as if it were the original Equipment hereunder and all terms and conditions of this Agreement will apply to the Replacement Equipment without any novation occurring or being deemed to have occurred with respect to the Replacement Equipment. The term Equipment hereunder will, in such circumstances, be deemed to refer to the Replacement Equipment in place of the Replaced Equipment.

**Schedule C - Service Level Objectives (SLO)**

<b>Programming interruption type</b>	<b>Initial telephone response after ticket received in CWT</b>	<b>Technician dispatch time after ticket received in CWT</b>
Single channel/room or minor interruption	1 hour (8am - 7pm from Monday to Friday) (9am - 5pm Weekends and Holidays)	First attempt to troubleshoot over the phone. Else dispatch tech between 24-48hrs (8am - 7pm from Monday to Friday) (9am - 5pm Weekends and Holidays)
Multiple channel/rooms or major channel interruption	1 hour (8am - 7pm from Monday to Friday) (9am - 5pm Weekends and Holidays)	First attempt to troubleshoot over the phone. Else dispatch tech within 24hrs (8am - 7pm from Monday to Friday) (9am - 5pm Weekends and Holidays)
Building outage	1 hour (8am - 7pm from Monday to Friday) (9am - 5pm Weekends and Holidays)	First attempt to troubleshoot over the phone. Dispatch tech within the hour. Expect tech to arrive on site within 4 hours. (*dependent on location of site/weather conditions) (8am - 7pm from Monday to Friday) (9am - 5pm Weekends and Holidays)

## Appendix 1 - Glossary of Terms and Definitions

Defined terms used throughout this Agreement shall have the following meanings:

- a. **"Activation Date"** means the date the installation is completed, the IRD(s) or other Bell equipment are activated and the Programming is operational for use on the Displays at the Service Address.
- b. **"Additional IRD"** means up to five (5) IRDs activated in the same Public Area as an Initial IRD.
- c. **"Agreement"** means the Master Communication Agreement and all schedules attached thereto, as amended, including this Commercial TV Service Schedule and Schedule A - Fees, Schedule B - Limited Warranty and the Plans (as defined in Schedule B section (b)), attached hereto.
- d. **"Bell Service" or "Service"** means the Digital Service or Head End Service chosen by Customer.
- e. **"Bell"** means Bell ExpressVu Limited Partnership, by its general partner, Bell ExpressVu Inc., and where the context requires, any successor company or entity, and their respective officers, directors, employees or authorized agents.
- f. **"Business Days"** means Monday through Friday, excluding statutory holidays in Toronto, Ontario and the capital city of the Province of the Service Address.
- g. **"Digital Service"** means a subscription service to the Bell Programming in which one (1) IRD is connected to one (1) or two (2) Displays showing an independent channel.
- h. **"Display"** means any audio visual device from which Viewers or listeners can see or hear the Programming, and includes any of the following connected to the Equipment or an IRD: televisions sets, projectors, stereos, computers, and speakers.
- i. **"Equipment"** means the equipment provided by Bell to receive and decode the Programming, subject to activation and authorization by Bell, as the Plans and any Work Order may stipulate, which may include: a satellite dish, Server(s), IRDs, Transcryptor Card, Smart Card, LNBF (low noise block converter with integrated feed) remote controls, modulators, amplifiers, single satellite or dual satellite multiswitches, filters, signal combiners, cables, connectors, de-stackers and all other accessories and miscellaneous parts and all EPG Equipment (as defined in Section 3(d)) if any. Equipment specifically excludes Inside Wire, IPTV Network Switch, IGMP support, IPTV LAN network, TVs and IP Stream Enabled Hospitality Set-top boxes.
- j. **"Fees"** means all charges set out in the Agreement including all amounts payable pursuant to all amounts set out in Schedule A.
- k. **"Head End Service"** means either (a) a subscription service to Programming using multiple IRDs, where one (1) IRD for each channel of Programming is connected to a head end so that all channels of Programming can be broadcast from the head end to Displays, or (b) a server-based solution to provide the channels to the Displays.
- l. **"Initial IRD"** means the first IRD activated in a Public Area.
- m. **"Inside Wire"** means the existing television service wiring in a property, which includes the central wiring riser and the home-run wiring in such property.
- n. **"IRD"** means an integrated receiver and decoder which decodes the video and audio programs as they come from the dish antenna.
- o. **"Non-Public Programming"** means the programming authorized for display in non-Public Areas. Non-Public Programming includes programming such as "Galaxie", "Shopping Network", commercial free movie channels and other channels which Bell has indicated do not constitute Public Programming.
- p. **"Programming"** means the programming selected by Customer from Bell's programming menu for use in a particular Service Address and either indicated in Schedule A or added in accordance with this Agreement.
- q. **"Programming Rate"** means the current amount charged by Bell to Customer for monthly access to the Programming and payable by Customer to Bell monthly in advance.
- r. **"Public Programming"** means the programming authorized for display in a Public Area.
- s. **"Public Area"** means an area open to or readily accessible by members of the public, including any bar, tavern, restaurant, hall, club, lobby, office, common area or retail establishment located in Canada. Public Areas do not include any concert hall, theatre or cinema (except in the common areas of such establishments) or any commercial cruise boat, ferry, train, airplane, bus, recreational vehicle, car service or other transportation service vehicle, in either private areas or common areas of such places, except for those specific common areas of such commercial transportation services, located in Canada where there exists a specific agreement with a content provider permitting such common areas to be a "Public Area".
- t. **"Public Unit"** means any unit which is customarily occupied by members of the public on a temporary or short term basis only, including any individual unit in a hotel, motel, hospital, prison or work camp, and excluding all Public Areas.
- u. **"Server"** means the QAM / NTSC and IP management unit including the embedded Transcryptor Card used in connection with the Head End Service. The Server is used to decrypt and modulate the Programming signal.
- v. **"Service Address"** means the location or locations indicated as the service address in the Customer Information Chart where the Equipment is to be physically located and where the Programming may be provided.
- w. **"Service Schedule"** means this Commercial TV Service Schedule along with all schedules and appendices attached thereto.
- x. **"Smart Card"** means a conditional access card inserted into an IRD. Smart Cards are used by Bell to authorize reception of Programming.
- y. **"System Charge"** means the current amount payable by Customer to Bell monthly in advance for access to the Bell Service.
- z. **"Transcryptor Card"** means the transcryptor card (including any encrypted software) embedded in the Server.
- aa. **"Viewer"** means any person(s) who have access to a Display (whether employees, agents, guests, contractors, or otherwise).
- bb. **"Work Order"** means the document setting out work and related fees performed by installer.

Capitalized terms not defined in this Service Schedule have the meanings given to them in the Master Communication Agreement.

## **Appendix 2 - Customer Obligations**

In addition to the Customer obligations set out in the Master Communications Agreement, which are incorporated by reference into this Appendix, Customer shall comply with the following:

- a. Customer shall provide and maintain the state or condition of the Inside Wire and its Equipment, which may require repairs or modifications in order to install Bell Services
- b. Customer shall only display the Programming specifically set out in Schedule A. For clarity, Customer shall NOT display Non-Public Programming in any Public Areas. In particular, Customer shall not distribute or play, and shall prevent the distribution and playing of commercial-free music services, the Shopping Network, premium sports packages, commercial free movie channels or any other channels that Bell has indicated in Schedule A or in any notice under this Agreement do not form part of the Public Programming, on or to any Displays in any Public Area. Customer may allow the Public Programming to be displayed in a Public Area, as applicable, provided that if such display of Programming in a Public Area is subject to any public performance royalties (other than any applicable background music supplier tariff), such royalties shall not be Bell's responsibility.
- c. Throughout the Term, Customer represents and warrants that:
  - i. No Equipment (including IRDs) or Display will be located, used, operated or accessed in an area other than at the Service Address corresponding to such Equipment, IRD or Display, and specifically, that no signal from an IRD authorized for programming other than Public Programming, will be located, used, operated or accessed in a Public Area. Furthermore all IRDs are being used solely with the number of Displays and Public Areas as agreed to with Bell.
  - ii. The Programming may not be rebroadcast, copied or transmitted in any form and no fee may be charged, or any other consideration collected or received by or for Customer's benefit from any third party, including Viewers, in return for allowing such third party to listen to, or view any Programming provided by Bell TV. Notwithstanding any other section, Bell acknowledges that, a Viewer may be charged a fee for the general use and occupancy of a private room and its amenities, which will include access to the Programming.
  - iii. Customer either owns the Inside Wire or has obtained all rights to use, and to grant to Bell the right to access and use, the Inside Wire free of charge. Should any person, including the existing cable incumbent (a "Third Party"), subsequently provide evidence of ownership over the Inside Wire, Customer shall: (i) indemnify and save harmless Bell from any and all costs, expenses, liabilities, claims or damages arising from the access and use by Bell TV of the Inside Wire during the Term of this Agreement; and (ii) cause the Third Party to enter into an agreement with Bell TV, on terms and conditions acceptable to Bell TV, acting reasonably, pursuant to which Customer shall receive, distribute and display the Programming only for the Equipment in Public Units and Public Areas at the Service Addresses that have been authorized by Bell for the reception, distribution and display of the Programming in accordance with this Agreement, and in accordance with Bell's instructions.
- d. Customer shall not change, move, or tamper with the Equipment or modify the installation of the Digital Service or Head End Service, without Bell's prior written consent.
- e. Bell's Servers and IRD(s) contain software that is under license to, or owned by Bell. Customer agrees that the license to use this software is limited to receiving, modulating, encrypting and viewing programming authorized by Bell only and for no other purpose.
- f. Customer shall complete television channel mapping at its expense.
- g. Customer shall notify Bell's Customer Service if any IRD or Smart Card authorized under this Agreement is destroyed, lost, stolen or otherwise removed from the location to which it is licensed, without Customer's authorization, in order to avoid liability for payment for any unauthorized use. Customer will not be liable for unauthorized use after Bell has received notification from Customer.
- h. Customer will be considered in default if a writ, execution attachment or similar process is issued or levied against the Equipment.
- i. Customer is responsible for imposing any restrictions on viewing by Viewers, and Bell shall have no liability to anyone due to or based on the content of any of the Programming furnished to Customer.
- j. Customer shall not sell, lease, rent, pledge, encumber, mortgage, charge or grant any right in the Equipment to anyone or in any manner, nor shall it remove or alter any Equipment or identification tags, markings or serial numbers located on the Equipment.
- k. Customer shall connect Equipment to a dedicated fixed IP Internet access, and shall ensure that such access is available to Bell at all times in order for Bell to access the Equipment remotely.

### **Failure to Comply:**

- a. Bell is not liable for any failure to provide the Services in accordance with this Agreement resulting from Customer's failure to comply with any of the above obligations.
- b. If a Customer's failure to comply with any of the above obligations materially adversely affects Bell including Bell's or a Bell Provider's network, the Services or the ability of other customers to receive services from Bell, Bell may take all actions which it considers necessary to address such effect including the immediate suspension of or restriction on the use of the Services.
- c. If a Customer's failure to comply with any Customer obligation results in Bell incurring additional costs, Bell may charge Customer for such additional costs based on Bell's then-applicable rates.

### Appendix 3 - Limited Warranty

1. **Note:** This Limited Warranty replaces and supersedes the limited warranty Agreement found in the user manual ("**Limited Warranty**") for the Equipment provided to Customer by Bell. This is the Limited Warranty that is defined and referred to in Schedule B section (b) of the Agreement to which this Limited Warranty is attached. The Limited Warranty may not be assigned, voluntarily or involuntarily, whether by operation of law of any other manner.
2. **Description:** Description: Subject to the terms of this Limited Warranty, Bell will provide Customer over the phone and, to the extent deemed necessary by Bell in its sole judgement, on-site assistance to restore operation of Customer's Equipment after service interruptions. Bell or its authorized agent, in its sole judgment, may either repair the Equipment or replace the Equipment with new or remanufactured of comparable functionality ("**Replacement Equipment**"), as soon as reasonably possible after Customer contacts Bell in accordance with and subject to the terms of the Limited Warranty. Except if Customer is receiving maintenance Services as set out in Schedule B, if Bell determines, in its sole judgment, that an on-site visit by an installation technician following installation is required, the then-applicable charges for such visits shall apply. In addition, additional charges may apply for: (a) servicing non-standard or custom installations of equipment; (b) replacing defective or inoperative equipment such as multi-plexors or multi-switches that were purchased separately, Customer already owns or owned, or are part of an Owned System (as defined below); and/or (c) Customer caused Equipment damage. Coverage under this Limited Warranty is limited only to Equipment installed by Bell under Customer's Agreement and any Equipment deemed to be the Equipment pursuant to the Agreement and this Limited Warranty. All records reflecting or relating to the Replacement Equipment received by Customer from Bell must be kept with Customer's Agreement and this Limited Warranty. Coverage of Bell PEquipment that Customer may have purchased or own, including any antenna, LNBF and other equipment necessary for the reception of the Bell Service that Customer has or may have installed either before or after entering into this Agreement (collectively, an "**Owned System**"), shall be subject to the terms and condition of the Limited Warranty and any installation warranty provided with the Owned System, as and if applicable.
3. **Duration:** Customer will have coverage under this Limited Warranty for the Term and Renewal Term of Customer's Agreement as long as: (a) Customer's Bell account remains current and in good standing; (b) Customer is not in breach of any terms and conditions of: (i) Customer's Agreement; and (ii) any other Agreement between Customer and Bell; and (c) the Equipment is located at the Service Address in Canada that Bell has on file at all times.
4. **If Customer Needs Service:** If Customer requires service after activation of Programming, Customer shall contact a Bell call center agent to assess any potential problem and to perform troubleshooting procedures over the telephone. If the agent cannot restore the Programming to Customer over the telephone, subject to the terms of this Limited Warranty, Bell may, in its sole judgement, either: (a) arrange to send a technician or an independent contractor authorized by Bell to perform an on-site service call during normal business hours; or (b) replace the Equipment with Replacement Equipment.
5. **Exclusions:** The Limited Warranty does not cover any costs of, or related to: (a) replacement of lost, stolen or damaged Smart Cards; (b) any installation services that were requested and performed that exceed basic professional installation and additional receiver installation of the Equipment (such installation will be warranted under a separate installation agreement between Customer and the installer where applicable); (c) removal or reinstallation of the Equipment other than that required as part of the repair and/or replacement service under this Limited Warranty; (d) shipping damage if the Equipment was not packed and shipped by Customer in the manner prescribed; (e) consumer instruction, physical set-up or adjustment of any consumer electronic devices; (f) Equipment if used to receive signals other than those used by Bell, in whole or in part; and (g) Equipment that was serviced or operated outside of Canada. Damage to Equipment or defective Equipment and service interruptions caused by any of the following (in Bell's sole judgment) are also excluded from coverage under this Limited Warranty: (a) misuse, abuse, neglect, intentional interference or damage, accident, theft, insect or other infestation, electric or telephone line surges, fire, water, foreign substance, windstorm, hail, earthquake, lightning, riot or act of God; (b) Customer's television or equipment related to Customer's television, or any other equipment which is not owned or provided by Bell including the Inside Wire; (c) relocating the Equipment to another location subsequent to installation outside of Customer's current Service Address, or the subsequent installation of additional equipment, or reinstallation, or reconfiguration of the Equipment installed under Customer's Agreement; (d) any use other than in Customer's Service Address; (e) exterior or cosmetic parts of Equipment, including paint, finish, bezel, cords and connectors; (f) any component of the Equipment that has been opened, tampered with, or repaired, or otherwise accessed, by anyone other than Bell or its authorized agent; (g) installation of the Equipment other than by Bell or its authorized agent; (h) conditions outside of Bell's reasonable control; (i) any cause excluded from coverage under the manufacturer's warranty applicable to the relevant Equipment; or (j) batteries. If Bell determines, in its sole judgment, that failure of Equipment and/or service interruption was caused by any of the above, Bell may charge Customer, against Customer's Bell account, a fee based upon then current costs of labour (excluding any initial trip charge necessary to diagnose the issue), materials and Replacement Equipment. Bell may also charge Customer a security deposit upon the replacement or repair of the Equipment, where permitted by law.
6. **Eligibility:** To continue to be eligible for service under this Limited Warranty, Customer must: (a) fully cooperate with Bell's troubleshooting, diagnosis and replacement, if necessary, of Equipment and disclose all relevant information; (b) provide Bell or its authorized agent with adequate access to the Equipment, in a non-threatening and safe environment for servicing, with authorized personnel present at the time of serving; (c) not mislead, defraud or make any misrepresentations to Bell or falsify any documents or records; and (d) keep the Equipment free from accumulation of dirt or moisture, excess heat or cold, and operate it in accordance with the instructions in the manual provided by Bell. If Bell determines, in its sole judgment, that Customer is in breach or default of any of these terms and obligations, Bell may, among other things, charge Customer, against Customer's Bell account, a fee based upon then current costs of labour (including any trip charge necessary to diagnose the issue), materials and Replacement Equipment. Bell may also charge Customer a security deposit upon the replacement or repair of the Equipment, where permitted by law.
7. **Extent:** Salespersons may have made oral statements to Customer about the Equipment. Such statements do not constitute warranties and do not form part of the Agreement or this Limited Warranty. Except as otherwise expressly stated in this Limited Warranty, Bell provides no representation, warranty or condition expressed or implied, legal, statutory, customary or otherwise respecting the Equipment or the Bell Services, including the merchantability, state of condition, quantity, design, workmanship, durability for any period of time, efficacy, capacity, performance or fitness for purpose or its freedom from



liens or encumbrances or that the Equipment complies with all mandatory federal and provincial health, safety and quality standards. All such representations and warranties are expressly disclaimed, except to the extent where, by statute, they cannot be disclaimed, waived or limited. In no event shall Bell be liable for any indirect, special, consequential or incidental damages, including time, loss of use of covered Equipment, or any other damages resulting from the breakdown or failure of the Equipment, delays in servicing or the inability to service any Equipment or any part thereof covered by this Limited Warranty. If Bell is required to make a payment under this subsection, the total amount payable shall in no case exceed the total value paid to Bell by Customer under this Agreement.

8. **Miscellaneous:** Bell may, from time to time, change the terms and conditions of this Limited Warranty and will notify Customer of any changes and their effective date. Customer must assure compliance with all applicable building codes, zoning ordinances, covenants, conditions and restrictions (collectively "**Legal Requirements**") and obtain all permits, license, approvals and authorizations related to or necessary for the installation of the Equipment and the services provided under the Limited Warranty, and will pay all fees or other charges in connection therewith. Customer is solely responsible for any fines, penalties, costs or charges for installation or service in violation of any Legal Requirements or these requirements. Bell is not in any way responsibly for such matters. Removal of any of the Equipment due to Customer's failure to comply with any Legal Requirements or these requirements will not alter, relieve, waive or dismiss Customer's obligations under the Agreement. If Customer does not own the Service Address, Customer represents and promises to Bell that the installation of the Equipment has been approved by all owners and encumbrances of the real estate location, and that the Equipment will not be charged, mortgaged or subject to any interests or claims, and Customer will indemnify Bell if this is not true. The Equipment will not be removed from Customer's Service Address without Bell's prior written consent. Customer is responsible for any loss or damage to the Equipment which may be caused by abuse, tampering or any other act of omission of any party other than Bell.