

BUSINESS CABLE TELEPHONY AND DIGITAL TELEPHONY AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY: IT CONTAINS THE TERMS AND CONDITIONS GOVERNING THE VIDÉOTRON TELEPHONY SERVICE PROVIDED TO VIDÉOTRON BUSINESS CUSTOMERS. IN CASES WHERE SERVICES SUPPLIED BY VIDÉOTRON 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 – VIDÉOTRON 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, a cable telephony service or a digital telephony service, as more fully described in subsections 2.1 and 13 of this agreement.
- 1.2 **Carrier** – Videotron or any third party that owns the network through which the Services are provided to the Customer, where applicable.
- 1.3 **Customer** – Refers to the company, corporation or entity to which Vidéotron provides the Services.
- 1.4 **Effective Date** – Commencement date of the Services provided by Vidéotron to the Customer and, in the case of additional Services, the date on which Vidéotron activates such additional Services.
- 1.5 **Equipment** – Refers to equipment and software rented and/or provided to the Customer by Vidéotron or one of its authorized retailers, such as modem, battery, cables and accessories.
- 1.6 **Minimum Charges** – Charges payable by the Customer to subscribe to the Services for the minimum subscription period selected.
- 1.7 **Modem** – Refers to the telephony cable modem rented to the Customer by Vidéotron or any of its authorized retailers or any other cable modem authorized by Vidéotron.

- 1.8 **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.
- 1.9 **Services** – The Basic Services and Other Services offered to the Customer by Vidéotron.
- 1.10 **Specifications** – The specifications related to the Services, Modem and Equipment required by the Customer and supplied by Vidéotron, which specifications are detailed on the account statement sent to the Customer by Vidéotron.
- 1.11 **Digital Telephony** – Refers to the services described in Section 13.

2. PURPOSE

- 2.1 **Basic Services** – Subject to the terms and conditions of this agreement, Videotron Ltd. or CF Câble TV Inc. (“Videotron”) agrees to provide the following Basic Services to the Customer:
 - 2.1.1 Cable or digital local telephony service intended only for business Customers, or any other service which may be made available by Vidéotron to its Customers from time to time, according to the terms and specifications associated with the Services;
 - 2.1.2 long-distance telephony service provided the Customer subscribes at all times to the local telephony service of Vidéotron;
 - 2.1.3 access to 9-1-1 emergency service; and
 - 2.1.4 Modem and Equipment rental service, if applicable.
- 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 Vidéotron 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 Vidéotron (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, etc.);
 - 2.2.3 calling cards for local and long-distance telephone service related to the Telephone Number or the Customer’s account;
 - 2.2.4 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");

- 2.2.5 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");
- 2.2.6 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 Vidéotron will not give him or her any copies of the local telephone directory;
- 2.2.7 access to directory assistance, on a pay-per-use basis;
- 2.2.8 access to voice relay services for hard-of-hearing persons;
- 2.2.9 a Softphone to be installed and configured by the Customer; and
- 2.2.10 a 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 Vidéotron according to the rates of Vidéotron.

- 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 Vidéotron 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 Vidéotron network and releases Vidéotron from any liability therefrom.
- 2.3.3 The Customer understands that certain components and functions may not be available (unless otherwise indicated by Vidéotron) such as calls beginning with 1-976 and 1-0-1 and certain restrictions may apply to terminals with pulse dialling.
- 2.3.4 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.

2.4 ***Exclusions*** – All services not covered by this agreement are specifically excluded from the Services.

- 2.5 **No obligation to provide the Services** – Vidéotron 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 Vidéotron;
 - (b) Vidéotron 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) Vidéotron must incur unusual expenses which the person is unwilling to pay such as undertaking repairs or obtaining a right of way;
 - (e) Vidéotron does not provide services in the person's region;
 - (f) any other reason as decided by Vidéotron.
- 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 Vidéotron.
- 2.7 **Services offered for business Customers** – Should Vidéotron consider that the Customer should be subscribing to the "residential" services, Vidéotron shall send the Customer 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 Vidéotron the amount representing the Minimum Charges indicated on the account statement. The Customer also agrees to pay Vidéotron any other charges related to the Services described in paragraphs 2.2.1 to 2.2.10.
- These charges may be modified by Vidéotron from time to time on at least thirty (30) days' notice to the Customer by regular mail or e-mail. The list of Vidéotron charges and rates currently in effect is available on Vidéotron's Web site at 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 Vidéotron 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 Vidéotron services or according to the normal billing frequency chosen if he or she has no other service with Vidéotron. 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 **Billing** – 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 Vidéotron, Vidéotron 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 Vidéotron has asked for payment in full, whichever occurs later. Vidéotron 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) Vidéotron 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, Vidéotron 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 Vidéotron's opinion, the Customer represents a financial risk, Vidéotron may demand advance payment for certain services or any other guarantee it considers reasonable. Vidéotron may also, at any time and at its complete discretion, require a guarantee from the Customer where the Customer has no credit history with Vidéotron 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 Vidéotron, due to his or her payment practices relating to Vidéotron services over the past two years, or the Customer clearly

presents an unusual risk of loss. Vidéotron 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** – Vidéotron 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 Vidéotron's service offerings remain similar and have no impact on the charges payable by the Customer. Vidéotron shall post the most recent updated terms and conditions on its website at 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 Vidéotron to the Customer falls overdue or (ii) the Customer fails to comply with the provisions of this agreement, Vidéotron 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 through his or her calling card or were not accepted thereat by sending Vidéotron 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 Vidéotron, 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 fifty

(150) days of the date on which they were incurred. Under such circumstances, Vidéotron 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 fifty (150) 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 Vidéotron no longer provides Services to the Customer and the Customer does not owe any sum to Vidéotron, Vidéotron 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 Vidéotron. The Customer shall be liable for charges relating to calls placed from his or her Modem, 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 the calling card assigned to the Customer, access code or personal identification number assigned to or selected by the Customer.
- 4.2 **Installation of Modem and Equipment** – In certain circumstances and with the prior authorization of Vidéotron, the Customer may install the Modem and the Equipment or replace them. Where the Modem and Equipment are not installed by Vidéotron, the Customer agrees to notify Vidéotron 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 Vidéotron, where applicable, and any instructions or requirements of Vidéotron regarding the rented 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 Vidéotron, the Customer may not use a modem or equipment (including any software) not authorized by Vidéotron to take advantage of the Services. In addition, 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.

- 4.5 **Resale prohibited** – Reselling of the Services by the customer is prohibited. Also, the customer shall not offer the Services to third parties, for consideration or not.
- 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 Vidéotron 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 as defined in subsection 8.1 of this agreement 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 Vidéotron. 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 Vidéotron 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 Vidéotron.
- 4.8 **Access to Customer's premises** – The Customer agrees, to the extent reasonable, to allow free access to a duly authorized Vidéotron 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 Vidéotron 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, Vidéotron shall obtain the authorization of the Customer, except in the case of emergency or when Vidéotron has obtained a judicial order. At the request of the Customer, the representative of Vidéotron shall show identification validly issued by Vidéotron.
- 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, calling card or account. It shall be up to the Customer to ensure the safety and confidentiality of the telephone and calling card numbers, his or her access or authorization codes or personal identification number (“Customer Codes”). Accordingly, Vidéotron 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 Vidéotron’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 Vidéotron.
- 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 Vidéotron, 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.
- 5.4 ***Transmission of data*** – The Customer acknowledges that in the case of the Digital Telephony (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) if the Customer wishes to better secure transmission of data, he must provide for his

own means of data encryption, at his own costs; and (iii) the Customer assumes full responsibility for the establishment of appropriate security measures (including, without limitation, the selection of passwords) to control access to his Equipment and information.

- 5.5 **Insurance** – If the Equipment or any Vidéotron 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 Vidéotron, Customer shall provide insurance certificates confirming that the insurance policies are in full force and effect.

6. PROPERTY OF VIDÉOTRON

- 6.1 **Rented Equipment** – It is expressly understood by the parties that Vidéotron shall remain the owner of the rented Modem and the rented Equipment and that they shall remain the sole and complete property of Vidéotron.
- 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 Vidéotron, the Customer shall have the exclusive right to use the Telephone Number. Exceptionally, Vidéotron 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 Vidéotron 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** – Vidéotron 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, Vidéotron 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 Vidéotron** – Vidéotron shall fulfil its obligations under this agreement with diligence and to the best of its ability. Vidéotron shall carry out at the Customer's residence all its own installation work including installation of the Modem and the Equipment up to the telephone jack(s) for the Modem, which is the place where the Modem and the Equipment of Vidéotron connect to the

equipment of the Customer, whether the Customer owns it or not ("Demarcation Point"), unless indicated otherwise. Vidéotron 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. Vidéotron 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 Vidéotron for such work. This Demarcation Point is also applicable to the Digital Telephone.

8.2 **Exclusions** – Except in cases of gross or deliberate fault on its part, Vidéotron 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, Vidéotron 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 Vidéotron, 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, Vidéotron 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 Vidéotron provides the Services;
- (b) any use of the Digital Telephony with any apparatus, equipment, software or service not provided by Videotron;
- (c) the acts or omissions of the Customer or the operation or malfunctioning of the equipment of the Customer;
- (d) any damage occurring to the equipment of the Customer resulting from the connection or disconnection of the Modem and the Equipment rented by Vidéotron to the Customer.

8.3 **Limitations** – If Vidéotron 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. Vidéotron 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 Vidéotron.

8.4 **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 Vidéotron, Vidéotron'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 Vidéotron is notified by the Customer of the interruption, provided the following conditions are met: a) the Customer notified Vidéotron 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 Vidéotron within fifteen (15) days following such notice. No credit shall be given if the interruption is considered necessary by Vidéotron to conduct installations, test, repairs, checks, replacements or service adjustments.

- 8.5 **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 Vidéotron shall be limited to reimbursing the Customer the applicable listing fees, if any, for the period during which the error or omission occurred.
- 8.6 **Sales Promotion Services** – Vidéotron 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, Vidéotron 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 Vidéotron 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 Vidéotron 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 Vidéotron or its affiliates for damages caused by his or her misconduct or failure to meet his or her obligations. Vidéotron 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, the following penalties as damages:
- 10.4.1 **Cable Telephony:** A penalty equal to 50% of the monthly instalments remaining before expiry of the subscription.
- 10.4.2 **Digital Telephony:**
- A penalty equal to 100% of the instalments payable for the first three (3) months of the subscription if the Customer provides a termination notice prior to the first day of the fourth month following the Effective Date; or
 - No penalty if the Customer provides a termination notice during the fourth month following the Effective Date; or
 - A penalty equal to 50% of the monthly instalments remaining before expiry of the subscription if, during the subscription or any renewal, as the case may be, the Customer provides a termination notice on or after the first day of the fifth month following the Effective Date.
- 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 Vidéotron written notice to such effect within thirty (30) days of receiving the notice of modification.

11. INTERRUPTION OR CANCELLATION BY VIDÉOTRON

11.1 ***Interruption or cancellation by Vidéotron*** – Vidéotron 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 Vidéotron 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 Vidéotron to prevent others from making reasonable and proper use thereof;
- (g) the Customer uses or allows any other person to use the services of Vidéotron 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 Vidéotron 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 Vidéotron 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 Vidéotron has no reason to believe that the contestation is intended to avoid or delay payment.

11.3 Before interrupting service or cancelling the Service, Vidéotron shall give the Customer reasonable advance notice indicating:

- (a) the reason for the expected interruption or cancellation;
 - (b) any amount owed to Vidéotron, 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 Vidéotron in accordance with this agreement; and ii) any amount payable by the Customer to Vidéotron under this agreement for the remaining period of this agreement.
- 11.4 When Vidéotron 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, Vidéotron 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 Vidéotron 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 Vidéotron in accordance with subsection 3.5.
- 11.6 The interruption or cancellation of Services by Vidéotron shall not exempt or release the Customer from his or her obligation to pay all charges owed to Vidéotron 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 Vidéotron the Modem and the Equipment in good working order. The Customer agrees to pay Vidéotron 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, Vidéotron 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 Vidéotron 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 Vidéotron 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 listed telephone number, 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 in the collection of the Customer's account, 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 **Customer's personal information** – The Customer confirms that all personal information provided to Vidéotron 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 Vidéotron in the performance of their duties; and c) that the Customer record will be kept at Vidéotron'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 Vidéotron promptly of any change to the personal information provided to Vidéotron. The Customer shall be entitled to examine at any time the information Vidéotron holds about the Customer.

12.3 **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.

12.4 **Name list** – The Customer authorizes Vidéotron 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 Vidéotron's business customer service, the contact information of which is indicated on the Customer's statement.

12.5 **Protection of personal information** – The personal information supplied by the Customer to Vidéotron shall be treated in accordance with Vidéotron's policy on the protection of personal information, which is available upon request at Vidéotron's business customer service, the contact information of which is indicated on the Customer's account statement.

13. OTHER PROVISIONS APPLICABLE TO THE DIGITAL TELEPHONY SERVICE

13.1 **Description of the Digital Telephony Service** – The Digital Telephony service comprises of telephone services delivered through a software (the "Softphone") installed and configured on a compatible computer. The Digital Telephony service also includes:

- (a) the services described in subsections 2.1 and 2.2;
- (b) the right to use, without supplementary fees, the software;
- (c) an online personal communication system without supplementary fees, which includes, incoming call management and call logging; and
- (d) multimedia functions between Digital Telephony users including instant messaging, video communications and file transfer.

13.2 **Exclusive use** – Without limiting the generality of subsection 4.4, the customer agrees to exclusively use the software provided by Videotron with the Digital Telephony.

13.3 **Calls to 9-1-1** – Digital Telephony 9-1-1 service has certain limitations relative to Enhanced 9-1-1 (E9-1-1) service that is generally available with landline or cable telephone service. With E9-1-1 service, the call is sent automatically to the appropriate emergency centre, and the caller's telephone number and address are visible to the emergency centre operator. Certain call control functions are also available, such as automatic call-back. In contrast, when a 9-1-1 call is made using Digital Telephony service, the call is initially sent to a specialized call centre. The caller must provide his or her physical location to the specialized call centre operator, who transfers the call to the appropriate emergency centre. The caller must then be prepared to confirm his or her physical location and telephone number to the emergency centre operator. These steps can lengthen the time it takes to process a 9-1-1 call. Automatic call-back is also not available with Digital Telephony 9-1-1 service, which means that the caller should not hang up unless told to do so.

13.3.1 **Non-availability of Service** – The good functioning of the Digital Telephony 9-1-1 service is reliant on the good functioning of the computer (including associated software components) on which the Softphone is installed, as well as on the bandwidth and quality of the broadband Internet service to which the computer is connected. Digital Telephony 9-1-1 service will not function if there is a power or broadband Internet service outage, if the Softphone is not functioning, if the Softphone is not properly logged-in, or if the Digital Telephony service or broadband Internet service is suspended or disconnected. Digital Telephony 9-1-1 emergency services are not available outside of Canada, or in regions where these services are not provided.

13.3.2 **Network Congestion** – There is a greater possibility of network congestion or reduced speed in the routing of a call to 9-1-1 using Digital Telephony service as compared to landline or cable telephone service. As a result, when using Digital Telephony service, calls to 9-1-1 may take longer to reach emergency centres, voice quality may be degraded, or calls may be disconnected. If a call is disconnected, the caller should dial 9-1-1 again, and should be prepared to repeat his or her physical location and telephone number.

- 13.3.3 **Customer to Inform Users** – The customer shall inform any household resident, guest, employee or other third party who may be present at the physical location where Digital Telephony service is utilized of the differences and limitations of 9-1-1 dialing using Digital Telephony service as compared with 9-1-1 dialing over landline or cable telephone service.
- 13.3.4 **Customer to Provide Advance Notice of Changes to Registered Service Address** – In the event that a caller is unable to speak during a 9-1-1 call, Videotron will transmit to the specialized call centre the customer's registered service address. This is the fixed address associated with the customer's Videotron cable Internet service, and it may assist in directing emergency personnel. To ensure this address is kept up to date, the Customer shall provide advance notice to Videotron of any intention to move his or her Videotron cable Internet service.
- 13.3.5 **Liability and Indemnification** – Neither Videotron nor its directors, officers or employees may be held liable for any claim, damage, or loss, and the customer waives any and all such claims or causes of action, arising from or relating to Digital Telephony 9-1-1 service, unless such claims or causes of action arose from Videotron's gross negligence or gross fault. The customer shall defend, indemnify, and hold harmless Videotron, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to the customer in connection with the Digital Telephony 9-1-1 service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, legal fees and expenses) by, or on behalf of, the customer or any third party relating to the absence, failure or outage of the Digital Telephony service, including 9-1-1 dialing, incorrectly routed 9-1-1 dialed calls, and/or the inability of any user of the Digital Telephony service to use the Digital Telephony 9-1-1 service or access emergency service personnel.

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**
- 14.2.1 This agreement shall be interpreted in accordance with the laws in force in the Province of Quebec and shall be subject to the jurisdiction of the courts of the District of Montreal.
- 14.2.2 Client shall comply with all applicable laws and regulations while using the Services, including with the laws and regulations of each country where the Client uses the Services.

- 14.3 **Business customer service** – Any questions or complaints concerning the Services or the Customer's account should be addressed to Vidéotron'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 Vidéotron. Any attempt by the Customer to transfer this agreement, the modem or the Equipment without the prior consent of Vidéotron shall be null and void. Vidéotron 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 Vidéotron 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 Vidéotron 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 15, 2009