

MASTER SERVICE AGREEMENT - Business Services (the "Agreement")

By using the Services, the Customer and its Users agree to be bound by all the terms and conditions of this Agreement (as defined below) including the limitation of responsibility. If the Customer does not agree with the provisions of this Agreement, the Customer shall not use the Services and shall not permit the use of the Services by any User.

If the Customer requests that a paper version of this Agreement be drawn up with Oricom instead of accepting this Agreement online, this Agreement shall not apply, and the Customer and its Users shall be bound by the terms and conditions of the paper version.

1. DEFINITIONS

In this Agreement, the terms below shall have the following meanings:

"Service Level Agreement" or "SLA" means the applicable Service Level Agreement, a copy of which is attached hereto and is also available at www.oricom.ca/en/modalites/affaires/.

"Service-Specific Appendices" or "Appendices" means the Terms and Conditions applicable to Connection, Colocation, Web Hosting and Telephony Services, copies of which are attached hereto and are also available at www.oricom.ca/en/modalites/affaires/.

"Customer" means the Customer identified on the Service Request.

"Agreement" means collectively this Master Service Agreement, the Acceptable Use Policy, the Service Level Agreement, the terms of the Service Requests accepted by Oricom and any applicable Appendix.

"Service Request" means either an online order submitted to Oricom via an Oricom website, or any other written Service Request (either in electronic or paper form) that has been provided to the Customer by Oricom for signing, which describes the Services the Customer is purchasing, and which is signed by both the Customer and Oricom, either manually or electronically.

"Fees" means the fees as specified in the Service Request.

"Confidential Information" means any non-public information disclosed by one party to the other and which the recipient must reasonably interpret as confidential. Oricom's Confidential Information includes Oricom's unpublished pricing information and terms of service for the Service(s) and any reports or other documents provided to the Customer by Oricom that relate to Oricom's operations and business. Confidential Information does not include Customer or User data that is hosted, stored or transmitted using the Services. Oricom's commitment to the security of Customer or User data is set forth in Section 12 (a) of this Agreement.

"Parties" means the Customer and Oricom Internet Inc.

"Acceptable Use Policy" or "AUP" means the Acceptable Use Policy for the Services, a copy of which is attached hereto and is also available at www.oricom.ca/en/modalites/affaires/.

"Services" means all Services provided to the Customer by Oricom, specifically described in the Customer's Service Request.

"Website" means the Oricom Internet Website currently located at www.oricom.ca.

"Insolvency Situation" means the making of a general assignment of claims for the benefit of the creditors of one of

the parties, the filing of a voluntary petition for bankruptcy or any petition or response seeking or consenting to the consummation of a reorganization or similar relief, or the filing of a non-voluntary petition for bankruptcy or seeking any bankruptcy protection against the party.

"Users" means the Customer and its employees, subcontractors, agents, attorneys, auditors or Users of the Services, including any person to whom the Customer grants access, or to whom access is granted on behalf of the Customer, to the Services or to Oricom's Confidential Information.

2. SERVICES

Oricom provides the Services ("**Services**") in accordance with the general terms and conditions set forth in this Agreement, the Service Level Agreement, and the terms and conditions set forth in the Appendices relating to this Agreement and attached hereto or hereafter entered into (each individually an "**Appendix**"). This Agreement applies to all Services provided by Oricom to the Customer.

Oricom Internet Inc. acting as agent for Distributel, a brand operated by Bell Canada, for Fibre Internet (a service provided by Distributel)

3. SERVICE REQUESTS

Oricom shall perform the Services specified in any Service Request made by the Customer to Oricom and signed by both parties (each individually referred to as a "Service Request"). Each Service Request shall specify the Services to be provided by Oricom to the Customer, the recurring and/or non-recurring fees to be charged for such Services and the duration for which such Services are to be provided.

4. CUSTOMER OBLIGATIONS

The Customer agrees:

- a)** To respect the terms and conditions of the Acceptable Use Policy;
- b)** To comply with all applicable laws in connection with the provision, ordering, use and payment of any Service;
- c)** To use the Services only for lawful purposes and in accordance with this Agreement and the policies and guidelines provided by Oricom;
- d)** To cooperate reasonably with Oricom in the investigation of outages, security problems and any breach of this Agreement;
- e)** To immediately notify Oricom of any unauthorized use of the Services, or any other failure or possible failure in the security of the Services;
- f)** To pay promptly the fees for the Services and other applicable charges, when due, together with any provincial or federal sales tax, usage tax, value-added tax, surcharges and any other taxes in connection with the Services; and
- g)** To provide Oricom with all information requested by Oricom to determine whether any tax is chargeable in connection with the provision of Services to the Customer by providing satisfactory evidence confirming that the Customer is exempt from any applicable tax.

5. REPRESENTATIONS AND WARRANTIES

- a)** Oricom represents and warrants to the Customer that: i) Oricom has the requisite authority to enter into the Agreement and that the Agreement constitutes a valid binding obligation of Oricom and does not violate any other agreement between Oricom and any other person; ii) Oricom will provide the Services in accordance with the applicable laws and regulations; and iii) Oricom will perform the Services in accordance with industry best practices.

b) The Customer represents and warrants to Oricom that: i) the Customer has the requisite authority to enter into the Agreement and that the Agreement constitutes a valid binding obligation of the Customer and does not violate any other agreement between the Customer and any other person; ii) the Customer will use the Service(s) in accordance with applicable laws and regulations.

c) If the Customer intends to resell or sub-licence the Service(s), the Customer further agrees that (i) the Customer shall not do any of the foregoing without the prior written consent of Oricom; ii) the Customer shall remain responsible for the payment of all fees due under each Service Request, and that all acts and omissions of any sub- licensee of the Customer shall be attributable to the Customer under this Agreement; and iii) the Customer shall hold Oricom harmless against any claim made against Oricom by any third party to whom the Customer resells or sub-licenses the Service(s).

d) Except as expressly set forth in this agreement, Oricom makes no warranties, express or implied, and expressly disclaims all other warranties, including all implied warranties of merchantability, suitability for a particular purpose, non-infringement of intellectual property rights or warranties arising from any activity, use or trade practice. The customer shall be solely responsible for any and all representations, warranties and obligations with respect to the customer's software and hardware, including third party software and hardware licensed to the customer, and oricom disclaims all such representations, warranties and obligations.

6. INVOICING, BILL PAYMENT AND TAXES

a) Oricom shall notify the Customer in writing, including by email, that the Service(s) requested by the Customer is/are available and may be used ("**Service Commencement Notice**"). Unless the Customer gives written notice to Oricom that the Service(s) is/are not functioning properly, billing will commence on the date following the date of the Service Commencement Notice ("**Service Commencement Date**"), regardless of whether or not the Customer is prepared to accept the provision of the requested Service(s).

b) Unless otherwise specified in the applicable Service Request, all non-recurring charges are billed by Oricom once the applicable Service Request is installed. Recurring fees are billed monthly in advance, with the exception of fees that vary according to monthly usage, which are billed the month following usage. In the case of a billing period covering less than one month, the fees charged are calculated in proportion to the number of days the Services are provided.

c) All amounts payable under the Agreement shall be paid in full within thirty (30) days of the invoice date ("**Grace Period**"), in Canadian dollars, unless otherwise specified in the applicable Service Request.

d) If the Customer disputes an invoice, it must pay any undisputed portion of the invoice prior to the expiration of the Grace Period and submit written notice of the disputed amounts within thirty (30) days of the date of the disputed invoice (specifying the nature of the dispute, the Service(s) concerned and the invoices in question). If the dispute is resolved in Oricom's favour, the Customer shall pay the disputed amounts calculated from the due date of the original invoice.

e) Oricom reserves the right to modify the Customer's payment terms, including requiring the payment of a deposit or other form of security, at any time when the Customer's payment history related to a Service Request does not comply with the provisions of Article 4 of this Agreement or the Customer is in an Insolvency Situation. The acceptance or deposit by Oricom of any payment made by the Customer which contains any statement that the payment constitutes "payment in full" shall not constitute an agreement and satisfaction or waiver by Oricom of any rights it may have, at law or in equity, to collect payment in full from the Customer for any Service(s) provided to the Customer under this Agreement.

f) All fees charged for the Service(s) are exclusive of all taxes and duties.

7. OTHER FEES, SUSPENSION OF SERVICE AND RATE REVISIONS

a) Other fees: The Customer is responsible for paying Oricom the following additional fees:

Fee	Description	Amount
Overage fees	If the Customer exceeds the bandwidth, the Customer agrees to pay Oricom the overage fees.	Outlined in the Service Request
Interest	The Customer may be charged interest from the date an undisputed invoice is due.	1.5% per month
Collection fees	The Customer shall be liable for any costs incurred by Oricom in collecting any amount payable by the Customer under this Agreement, including reasonable legal, court or collection agency fees.	Variable
Non-sufficient funds (NSF)	Any costs incurred by Oricom due to insufficient funds or other costs incurred in connection with the payment process of the Customer's account.	The NSF fees payable for returned cheques or pre-authorized payments are: \$25 CAD
Service Request cancellation	If the Customer cancels a duly accepted Service Request prior to activation of the service, a cancellation fee may be charged as liquidated damages.	All costs already incurred by Oricom or its suppliers, variable according to the technology used. Minimum \$100.

b) Suspension of service: Oricom may immediately suspend a Service, by notifying the Customer, when the Fees for such Service are past due. In cases where the Customer has multiple Services with Oricom, only the Service(s) for which payment is past due may be suspended.

c) Rate revision: Oricom may increase the rates in connection with the Service prior to the end of any initial term upon 90 days notice to the Customer. In the case of month-to-month Services, upon expiration of the initial term or any renewal term, the notice period shall be 30 days.

8. TERM, TERMINATION AND EXPIRY

a) Term: Unless otherwise specified in a Service Request, all Service Requests automatically renew for successive terms equal to twelve (12) months, with the exception of Service Requests which provide for a one (1) month term and which automatically renew for successive one (1) month terms (individually, a "**Renewal Term**"), unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the end of the then-current term (the "**Non-Renewal Notice Period**").

b) Termination: Either party may terminate the Agreement or a Service Request if:

- i)** the other party breaches a performance obligation or material term of the Agreement (other than as set forth below) and fails to remedy such breach within thirty (30) days (or ten (10) days in the case of late payment) of receipt of written notice from the non-breaching party specifying in reasonable detail the nature of the breach and the non-breaching party's intention to terminate the Agreement and/or the Service Request, as the case may be; or
- ii)** the other party is in an Insolvency Situation.

Unless otherwise specified in the Agreement, neither party shall have the right to terminate the Agreement or any Service Request during the term of the Agreement. If the Customer terminates the Agreement or any Service Request prior to the end of the applicable term for practical reasons, the Customer shall provide thirty (30) days prior written notice to Oricom of such termination, and, prior to the effective date of such termination (and prior to the Customer removing its devices and other personal property from Oricom's data centre in question), the customer shall pay to Oricom, as damages, a termination fee in an amount equal to fifty percent (50%) of the monthly recurring charges due for such terminated Service Requests for the remainder of the term. Failure to pay amounts due under a Service Request when due shall constitute a material breach of the Agreement. Notwithstanding the foregoing, the Customer's sole remedies in the event of service disruption, failure or defect are specified in any Service Level Agreement ("SLA") included in any Appendix referred to in the Service Request.

c) Expiry: Within five (5) business days prior to the expiry or termination of the Agreement or any Service

Request, the Customer shall remove all Customer-owned equipment and property (including any hardware or software licensed to the Customer by a third party) from Oricom's facilities. Should the customer fail to remove any equipment or property, Oricom may, without prior notice to the Customer, disconnect and remove the Customer's equipment and property for disposal, all at the Customer's expense.

9. LIMITATION OF RESPONSIBILITY

- a)** Nothing in this Agreement is intended to exclude or limit any liability of either party for any loss or damage resulting from:
- i. death or personal injury caused by its negligence;
 - ii. fraud or misrepresentation; and
 - iii. any other type of liability which may not be limited or excluded by law.
- b)** Neither party shall be liable to the other in connection with:
- i. any indirect, incidental, special, punitive, exemplary or consequential loss or damage of any kind;
 - ii. any loss of profit (whether direct or indirect);
 - iii. any loss of income (whether direct or indirect);
 - iv. damages or costs associated with loss of data; or
 - v. any increased or duplicated costs, or any costs related to the replacement of the Services by third parties, however caused, in connection with the performance or non-performance of the Services under this Agreement or otherwise.
- c)** Oricom's liability to the Customer for any loss or damage arising in tort (including negligence), Agreement or otherwise, is limited to and does not exceed the lesser of the following:
- i. an amount equal to 3 times the monthly recurring Fee paid by the Customer in the month immediately preceding the claim; or
 - ii. one hundred thousand dollars (\$100,000 CAD) (or an equivalent amount at the exchange rate).
- d)** The service credits referred to in the Service Level Agreement are the sole and exclusive remedies with respect to any failure by Oricom to meet its performance guarantees described therein and are not limited by the foregoing section.

10. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party, its affiliates and their respective officers, directors, members, shareholders, employees, agents, successors and assigns from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorney fees) resulting from any third party action which arises, or is alleged to arise, from (a) such party's breach of its obligations, representations or warranties under this Agreement or (b) injury, death or property damage caused by such party. The indemnified party agrees to promptly notify the indemnifying party in writing of any such action, provided that any delay in providing such notice shall not relieve the indemnifying party of its indemnification obligation hereunder, except to the extent that such delay causes actual harm to the indemnifying party. The indemnifying party must undertake and assume the defence of any action so brought. The indemnifying party shall keep the indemnified party informed of the progress of any such action and the indemnified party shall have the right to participate in the action at its own expense. If the indemnifying party fails to respond in a timely manner to defend any such action, the indemnified party may assume defence at the indemnifying party's expense. The indemnifying party shall not be entitled to settle or enter into any compromise or agreement concerning the action without the prior written consent of the indemnified party, whose consent shall not be unreasonably withheld.

11. CONFIDENTIAL INFORMATION

The Customer agrees i) not to disclose Confidential Information to any third party except as required by law and ii) to take reasonable precautions to protect the confidentiality of the Confidential Information. If the Customer is required by law to disclose Confidential Information, the Customer shall first notify Oricom in writing that it is subject to such requirement, and permit Oricom to intervene in any legal action to protect its interest in the Confidential Information. The Customer acknowledges and agrees that any damages recognized by a court of law shall constitute an inadequate

remedy for Oricom in the event of a breach of any of the provisions of this clause. Accordingly, in addition to any remedies or rights available to Oricom, Oricom shall also have the right, in a petition to a court of competent jurisdiction, to obtain injunctive relief to enforce the provisions of this clause and, in any proceeding in which Oricom seeks to enforce compliance with said clauses, the Customer hereby waives any defence based on the fact that a judicial remedy exists.

12. SERVICE RESPONSIBILITIES AND REGULATORY REQUIREMENTS

a) Customer data: Oricom does not monitor and is not informed of the type, nature or value of Customer data whether transmitted through the network or stored on media, nor does it audit, view or manipulate Customer data in the normal course of business. The following information explains how Oricom operates and its responsibilities:

i. Data retention/recovery: Oricom will remove and permanently erase any data stored on its systems or servers following the termination of any Services in accordance with its internal procedures. The Customer shall not have access to the systems and equipment following termination of the Service; it is therefore the Customer's responsibility to retain a copy of the data prior to termination. Where the Customer requests such a copy prior to termination, and where Oricom's systems permit, Oricom will use reasonable efforts to provide the Customer with a copy of the data, subject to the payment of a reasonable fee which shall be submitted to the Customer in connection with its request.

ii. Regulatory requirements: The Customer is responsible for understanding the regulatory requirements applicable to its usage or business sector, as well as for selecting Services that meet these requirements.

iii. Data loss: Some Services are designed to minimize and/or mitigate the risk of data loss, to the extent possible. The Customer is responsible for selecting the Services appropriate for its needs.

b) User activity monitoring: Users choose to use the Internet and bear the risks associated with this activity. The Customer acknowledges and accepts that:

i. Oricom has no control over such use and has no obligation to monitor the Customer and other Users and Customers of Oricom for any breach of this Agreement, or any content or information made publicly available using the Services, including any information transiting Oricom's servers, switches, routers and points of presence, the Internet or any content that any user may post or publish on a website.

ii. Oricom shall not be liable to the Customer or any other party for the unauthorized access, alteration, theft or destruction of information distributed or made available via the Services by accident or through fraudulent devices or intent.

c) Service interruption: Oricom does not warrant that (i) access to any Service will be uninterrupted or completely error-free; (ii) defects can or will be corrected; or (iii) any Service is completely secure. The Customer acknowledges that:

i. Except as expressly set forth in the Service Level Agreement, Oricom shall not be liable to the Customer, any User or any third party for any temporary Service delay, failure or interruption; and

ii. Oricom shall not be liable for any delay or failure to perform its obligations under this Agreement where such delay or failure results from force majeure or another cause that is reasonably beyond Oricom's control.

d) Customer requirements: The Customer understands and accepts that it is the Customer's responsibility to ensure that the Services are appropriate and suitable for its requirements. Where Oricom provides advice in reference to the Service requirements or the configuration of any equipment used in connection with the Customer's Service, such advice is provided in good faith using reasonable skill and care.

e) Patches: The Customer is responsible, where applicable, for adherence to Oricom's patch installation programs. If the Customer restricts Oricom's access to its servers or Oricom's ability to install patches, it is the Customer's responsibility to implement patch installation policies in order to secure its Services.

f) Insurance: Oricom shall maintain insurance coverage commensurate with the potential risks under this Agreement. The Customer understands that insurance covering loss of business, including loss due to business

interruption or cybercrime, is the Customer's responsibility.

13. ADVERTISING

During the term of the Agreement, Oricom may request in writing the right to use the Customer's logo and name on the Website and in Oricom's promotional materials. The Customer shall have the right to request that Oricom terminate its use of the Customer's name and logo at any time by providing written notice to that effect.

14. RELATIONSHIP BETWEEN THE PARTIES

Nothing in the Agreement shall be construed to imply a joint venture, partnership or principal and agent relationship between the parties, and Oricom shall be considered an independent contractor when providing the Service(s) under the Agreement.

15. ASSIGNMENT

The Customer may not assign the Agreement without the prior written consent of Oricom.

16. NO THIRD-PARTY BENEFICIARIES

Nothing contained in the Agreement is intended to confer, and shall not be construed as conferring, upon any person other than the parties hereto any rights, remedies or other benefits under or by reason of the Agreement.

17. NOTICES

All notices required or permissions hereunder shall be in writing and, except for routine notices which the parties agree to send and receive electronically, shall be deemed to be properly given if delivered personally, mailed by first class mail (postage prepaid and return receipt requested) or sent by overnight express courier to the address specified on the first page of this Agreement or to such other address as either party may specify in writing in accordance with this clause. All notices shall be deemed to have been given when received.

18. APPLICABLE LAW AND DOMICILE

The Agreement is deemed to be governed by the laws of the Province of Quebec and the federal laws applicable therein. Furthermore, the parties hereto each irrevocably elect domicile in the District of Quebec City, Quebec, where any legal action shall be brought.

19. FORCE MAJEURE

Except with respect to any obligation relating to payments, none of the parties hereto shall be held liable for any failure to perform their obligations hereunder, or a delay in the performance of their obligations, due to causes beyond their reasonable control. If Oricom is unable to provide the Service(s) due to force majeure, the Customer shall have no obligation to pay Oricom for the affected Service(s) for so long as Oricom remains unable to provide the affected Service(s).

20. WAIVER

No waiver shall be effective unless in writing and signed by an authorized representative of the party making the waiver. If either party fails to insist upon strict performance of any provision of this Agreement, or fails to exercise any option, right or remedy hereunder, such failure shall not be construed as a waiver of any future enforcement of such provision, term, option, right or remedy, and such provision, term, option, right or remedy shall remain in full force and effect.

21. SURVIVAL

Any provision of this Agreement which is of a continuing nature or which by its nature or context can reasonably be expected to survive the expiration or termination of the Agreement shall survive the expiration or termination of the Agreement.

22. PREVAILING PARTY

In the event of any dispute arising from or in connection with the Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees and other related costs and expenses.

23. COPIES AND ELECTRONIC COPIES

This Agreement and its Appendices, or any Service Request, may be executed in several copies which, when put together, constitute a single document. Furthermore, each party hereby agrees that a facsimile or photographic or electronic copy of any such document shall be deemed an original thereof. Finally, each party hereby consents to the use of electronic signatures, including via Adobe e-signature or similar product or service, and acknowledges and agrees that no electronic signature or record shall be challenged or denied as having legal effect or enforceability by reason of its electronic form.

24. SEVERABILITY

If any provision of the Agreement is declared invalid, unenforceable or non-applicable in any way by a court of competent jurisdiction, such provision shall be limited or eliminated to the minimum extent necessary so that the Agreement otherwise remains in full force and effect. If the remaining provisions of the Agreement fail to satisfy both parties as to the essence of the agreement reached, the Agreement shall be terminated by mutual consent of the parties.

25. HEADINGS

The headings are provided for ease of reference only and are not intended to affect the interpretation of the Agreement.

26. ENTIRE AGREEMENT, AMENDMENTS AND ORDER OF PRECEDENCE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any other agreement or understanding, whether written or verbal, with respect to the subject matter hereof. The Agreement may only be amended by mutual written consent of both parties. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of an Appendix or Service Request, the order of precedence shall be as follows: Service-Specific Appendices, Service Level Agreement, then this Agreement.

Version September 9, 2024