



## APTUM PRODUCT TERMS: CONNECTIVITY

1. **Service Order:** A Service Order for connectivity Services shall contain the following provisions:
  - a) description of Service(s) (more fully described in the Service Documentation) and if applicable, Services related hardware devices purchased or leased by the Customer from Aptum or included with the Services ("**Hardware Devices**"). This may include network services gateway devices consisting of SD-WAN CPE (as the term is defined below) for Services relating to software defined wide area network ("**SD-WAN**");
  - b) anticipated date(s) of activation of the Service ("**Service Provision Date**");
  - c) location(s) of the service site(s) ("**Service Site**");
  - d) length of the Term of the Services expressed in years or months, as applicable and the Initial Term;
  - e) the Fees payable to Aptum;
  - f) Customer provisioning, technical, and billing contacts;
  - g) Technology and equipment ("**Equipment**") requirements for each Service Site including point(s) where Aptum's network ends and connects with the Customer's on-premises wiring and/or interconnection (the "**Demarcation Point**"); and
  - h) Any additional terms and conditions applicable to the Services.
2. **Product Terms:** These Product Terms form part of the Agreement. Unless otherwise expressly defined in these Product Terms, capitalized terms used herein shall have the meaning ascribed to them in the elsewhere in the Agreement.
3. **Service Terms**
  - 3.1. **Provisioning**
    - 3.1.1. Aptum shall notify the Customer in writing (the "**Service Provision Notice**") as to the date and time that Aptum intends to activate the Service(s) at the Demarcation Point. Upon receipt of the Service Provision Notice, the Customer shall designate a Customer representative to meet a Aptum representative at the Service Site at a mutually agreeable date and time in the Service Order or otherwise agreed to for purposes of completing the installation and testing of the Service(s) ("**Provisioning Meeting**"); if Hardware Devices are included part of the Services, the Provisioning Meeting will occur after the delivery thereof. To the extent that Hardware Devices are included part of the Services, Aptum shall deliver the Hardware Devices to the Customer on a Delivered Duty Paid basis
    - 3.1.2. In cases where the Hardware Devices consist of SD-WAN CPE (customer premise equipment) devices, the Provisioning Meeting may not be necessary. The Customer shall connect such devices to its existing underlying connectivity network. Instructions are provided to the Customer to complete this connection. The Parties acknowledge and agree that Aptum will not be responsible for outages or Service interruptions resulting from such connection performed by the Customer improperly, any incident attributable to such underlying connectivity network used by the Customer or the Customer's on-premise wiring. The deployment of the SD-WAN CPE device and the initiation of the SD-WAN service are separate events which are dependent on each other if the SD-WAN CPE device is primary and being installed for immediate use. However, if the device is secondary back-up (intended for installation only if the primary device fails) then the initiation of the Service is not dependent on deployment of the back-up SD-WAN CPE device.
    - 3.1.3. Unless the Customer notifies Aptum in writing of non-acceptance of the Services prior to the later of the Service Provision Date or the occurrence of the Provisioning Meeting as the case may be, it shall be deemed that Aptum shall have completed all necessary work for provision of the Service(s) as of the Service Provision Date set forth in the Service Order. All charges payable to Aptum for the Service(s) shall be calculated from the Service Provision Date. If the Service Provision Date falls on a day other than the first day of the calendar month, the monthly charge(s) for the Services during that calendar month shall be pro-rated to the Service Provision Date.
  - 3.2. **Invoicing:** The Customer shall be invoiced thirty (30) days in advance (the "**Billing Date**") for all Services provided under the applicable Service Order relating to these Product Terms.



#### 4. SD-WAN Hardware Devices

4.1. Hardware Devices may be either financed in instalments or purchased outright by the Customer; if financed, charges for the Hardware Devices shall start accruing as of the Service Provision Date and invoiced on a monthly basis along with the Services. On early termination of the Services, the balance owing on any financed device shall become immediately due and payable and must be paid off in full.

4.2. To the extent that warranty terms for Hardware Devices are not expressly set forth in an applicable Service Order and if Hardware Devices consist of SD-WAN CPE devices, those devices shall be supported by a twelve (12) month limited warranty ("Warranty Period"). During the Warranty Period, the SD-WAN CPE device manufacturer shall, in its reasonable discretion, fix any device confirmed by Aptum to be faulty or, alternatively supply Customer with a new or refurbished replacement SD-WAN CPE device. Any fixed or replaced device shall be covered by the limited-warranty for the remainder of the Warranty Period. Except for reasonable wear and tear, the foregoing limited warranty in this Section does not apply to damages caused to any Hardware Device as a result of inadvertent actions, accidents or the mis-use or abuse of a Hardware Devices by the Customer.

5. **Equipment:** The Equipment, as detailed in a Service Order, shall be supplied and installed by Aptum and shall be maintained and repaired only by Aptum or Aptum authorized agents. The Customer acknowledges that, unless otherwise specified elsewhere in the Agreement, the Equipment shall remain the property of Aptum and shall not be by reason of the attachment, installation or connection of any part thereof to any realty become or be deemed a fixture to such realty. Customer shall not sell, assign, transfer the Equipment or pledge the Equipment as part of collateral to any third party. Customer shall not permit or suffer any lien, encumbrance, charge or security interest to exist with respect to the Equipment and shall cooperate with Aptum at Customer's expense to defend Aptum's title to the Equipment. The Customer shall not, except with the express written consent of Aptum make any alteration, addition or correction to the Equipment, connect any of Customer's equipment not utilized for the Services to the Equipment, or permit access to the Equipment by any person not approved by Aptum in writing. The Customer shall at all times carry adequate insurance for and be responsible for any loss or damage to the Equipment at the Service Site resulting from any cause whatsoever except to the extent such loss or damage is caused by the negligence or wilful misconduct of Aptum or Aptum's authorized agents and Customer shall notify Aptum of any such loss or damage without delay. Customer shall, at the Customer expense, return the Equipment to Aptum in good condition (except for normal wear and tear) within fifteen (15) days from the date that the Services are terminated.

6. **Access Requirements:** The Customer shall obtain and grant to Aptum and its representatives, safe access to the Service Site, including to the Demarcation Point, Customer's premises wiring, circuit panels and other infrastructure of the property where the Service Site resides for the purpose of installing, maintaining and removing Aptum Equipment and providing the Service(s). After normal business hours, it shall be the obligation of the Customer to grant access to the Service Site(s) for repair and/or restoration of Service(s). Service outage time shall not include any time that Aptum or its employees, contractors, subcontractors, agents and representatives are delayed by the Customer in providing Aptum with such access.

#### 7. Customer Responsibilities

7.1. **Designated Personnel and Appropriate Use:** The Customer shall:

7.1.1. make available a first line support representative personnel that is authorized and who possesses reasonable knowledge to communicate, work with and authorize Aptum's personnel in matters relating to the Services; and

7.1.2. be responsible for ensuring that Users access and use the Services, including any Equipment and Hardware in accordance with the terms and conditions of the Agreement and all applicable law.

7.2. **Connectivity Over-Subscription:** Customer acknowledges and agrees to as follows:

7.2.1. The maximum available connectivity network bandwidth the Customer is able to utilize from the Services is limited to the size of that fibre access connectivity circuit specified on the Service Order. For example, if the fibre access connectivity circuit is specified as one (1) Gbps (gigabyte per second) on the Service Order, then the Customer bandwidth utilization arising from the Services will be limited to one (1) Gbps. If Customer has subscribed to multiple bandwidth types (i.e. Dedicated Internet and Ethernet) on the same one (1) Gbps fibre access connectivity circuit, then the total bandwidth utilization by the Customer at any given time will not exceed one (1) Gbps because that one (1) Gbps



fibre access connectivity circuit is been shared across multiple Services (i.e. Dedicated Internet and Ethernet).

7.2.2. Using the above example, if the Customer subscribes to Services that provides one (1) Gbps of Ethernet bandwidth and 500 Mbps of Dedicated Internet bandwidth on the same one (1) Gbps fibre access connectivity circuit, Customer will still be limited to a maximum of one (1) Gbps of bandwidth throughput.

**8. Additional Work:** Customer shall reimburse Aptum for all reasonable incremental or additional costs and expenses incurred by Aptum in providing the Services which arise as a result of any errors, discrepancies, omissions or defects in the information, materials and/or instructions provided to it by the Customer.

## 9. Network Management Service

The following Network management functions shall be performed on a 7 day per week, 24 hour a day basis for:

- Network Health Surveillance; and
- Fault Management;

The following Network management functions will be performed during Aptum normal business hours, 08:00 to 17:00 EST Monday through Friday:

- Management of Moves, Adds and Changes;
- Name and Address Management.

## 10. Customer Care

10.1. The Customer can contact an Aptum Customer Service representative by any of the following methods:

Via Telephone at: Toll Free: 1-866-622-8885 (English)

Toll Free: 1-877-317-0442 (French) (to open trouble tickets)

Toronto (416) 542-2525

Montreal (514) 522-4729

Via Facsimile at: (416) 626-5419

Via E-mail at: customersupport@aptum.com

Via Mail sent to: Aptum Technologies (Fibre) Inc.

191 The West Mall, Floor 2

Toronto, Ontario, M9C 5K8

10.2. The Customer shall notify Aptum immediately in the event of degradation or interruption of Services. Aptum shall make available customer service representatives on a twenty-four (24) hours a day, seven (7) days a week basis.

10.3. The Customer may be assessed to incur incremental maintenance service charges for incidents involving a service call in response to Customer requested support in the event of no fault found or where the problem is determined not to be an Aptum service issue. A maintenance service charge will not be billed for an incident that is determined to have arisen as a result of a fault of the Aptum network. Requests to have Aptum or a contractor available on a standby basis for support of a customer-initiated move or change to their Service(s) may be subject to additional charges.

## 11. Substituted Service Requests:

11.1. Provided that Customer is not in arrears on any amounts owing to Aptum or otherwise in default of the Agreement and subject to execution of a Move, Add, Change ('MAC') Service Order Form, Customer may substitute a Service Site ("**Original Service**") with another Service Site (the "**Substituted Service**"), on the condition that (a) the Fees associated with such Substituted Service are equal to or greater than the amount of the Original Service; (b) the Term of the Substituted Service must be equal to or greater than the remaining term of the Service Order of the Original Service, (c) Customer is responsible for payment of any non-recurring costs associated with the Substituted Service advised



by Aptum in advance to the Customer, and (d) Aptum, in its sole discretion, has sufficient capacity available on its network to provide the Substituted Service.

- 11.2. Upon receipt of Customer written notice requesting a Substituted Service, Aptum shall provide written confirmation: (a) detailing the applicable all associated non-recurring costs and applicable taxes, (b) confirming the effective date of Substituted Service, and (c) identifying the applicable circuits and confirming Service Site of the Substituted Service.

## **12. Termination for Loss of Access**

- 12.1. Aptum may terminate affected Services without liability at any time upon written notice to the Customer if Aptum's right of access to a Service Site, including the Demarcation Point, Customer's premises wiring, circuit panels and other infrastructure of the property where the Service Site resides is terminated by the building owner or property manager. Aptum however, shall employ commercially reasonable efforts to notify the Customer of such termination and to renew or extend access to the affected Service Site or, at the Customer's request, develop a plan for migration of the Services to an alternate Service Site.
- 12.2. In the event that Aptum's right of access to a Service Site is terminated by the building owner or property manager due to damage or destruction or reconstruction of the premises housing the Equipment, Aptum and Customer shall consult to determine whether there shall be work-around solutions in order to continue to provide Services to the affected Service Site and determine a plan for migration of the Services to an alternative Service Site as necessary.

## **13. Cancellation**

- 13.1. To cancel the Services for any Service Site, the Customer must submit a disconnect order in writing to [renewal@aptum.com](mailto:renewal@aptum.com) . The Customer shall provide written notice to Aptum not less than 60 days prior to the required date of cancellation. Customer may delay or cancel a disconnect order without charge at any time prior to the disconnection date provided that they do so in writing to [renewal@aptum.com](mailto:renewal@aptum.com).
- 13.2. It is the Customer's responsibility to retain a record of its configurations prior to cancelling the Services. Aptum shall not be responsible for maintaining a record of any applicable hardware or software configurations.