

Residential Communications Services Agreement

(Valid until December 7, 2025)

General Terms and Conditions

This Agreement is made between you ("**Subscriber**", "**you**") and:

- **Beanfield Technologies Inc.** for voice services;
- **Walnut TV Inc.**, for TV services; and
- **Beanfield Fibre 1 L.P.**, for Internet services

(together, "**Beanfield**", "**we**" or "**us**"), located at 67 Mowat Avenue, Suite 418, Toronto, ON, M6K 3E3.



1. Service Charges

Monthly service charges (the "**Monthly Service Charges**") and one-time or monthly recurring equipment rental charges (the "**One-Time Charges**", and together with the Monthly Service Charges, the "**Service Charges**") are payable by the Customer as outlined in the Service Order and are due within thirty (30) days of the issue date of the invoice in respect of the Services provided. The Customer must notify Beanfield within ninety (90) days of an invoice being issued with respect to any disputes regarding the Service Charges, as failure to do so will constitute the Customer's acceptance of such Service Charges. The Customer may be subject to a credit check and Beanfield may require the Customer to provide a security deposit and/or a copy of the Customer's credit card, driver's license or other form of personal identification to secure performance of this Agreement at any time if it is necessary to do so, in Beanfield's discretion.

To encourage the use of convenient payment methods, Beanfield offers a \$5.00 credit (the "**Autopay Credit**") for select customers who enroll in pre-authorized payments. To be eligible for the Autopay Credit, you must reside in an eligible building, you must sign up to an eligible plan, and you must set up a pre-authorized payment method using a valid debit or credit card through the MyBeanfield portal prior to the issuance of your first invoice. Beanfield will apply the Autopay Credit as a discount on your monthly service charges and will continue to do so on each invoice for as long as the pre-authorized payment method remains active and in good standing.

2. Privacy Policy and Consent

Applicable to residents outside of Quebec: All personal information collected by Beanfield shall be used strictly in order to perform Beanfield's obligations under this Agreement and use or disclosure of such information shall be in compliance with the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5.

Applicable to residents of Quebec: All personal information collected by Beanfield shall be used strictly in order to perform Beanfield's obligations under this Agreement and use or disclosure of such information shall be in compliance with the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5 and with the Act respecting the Protection of Personal Information in the Private Sector (CQLR, chapter P-39.1).

The Customer's personal information and account information may, from time to time, be used or disclosed to employees and agents of Beanfield to respond to Customer inquiries and to promote other Beanfield services.

3. Equipment

Equipment furnished by Beanfield to the Customer (the "Equipment") to access the Services remains the property of Beanfield at all times. By activating the Service, the Customer acknowledges that the Equipment is in good working order at the time the Customer takes possession. Risk of loss of and damage to the Equipment remains Customer's responsibility until it is returned to Beanfield in good condition, in Beanfield's sole but reasonable opinion, reasonable wear and tear excepted. As Beanfield is not the manufacturer of the Equipment, Beanfield provides no representations or warranties regarding the fitness of the Equipment for its intended purpose and the Customer releases and holds harmless Beanfield from any losses, damages or personal injury. The Customer agrees Beanfield will not be liable for any direct or indirect losses or damages as a result of delays in repairing, restoring or replacing defective Equipment. Following termination of this Agreement, Beanfield will advise of the process applicable for return of the Equipment or access to be provided to Beanfield to permit return or removal and repossession of the Equipment by Beanfield. Failure to return the Equipment or provide access of such request shall result in a replacement Equipment charge to the Customer, as outlined below:

- \$150 plus HST for each unreturned or damaged TV Set Top Box
 - \$150 plus HST for each unreturned or damaged internet router
 - \$150 plus HST for each unreturned or damaged stand alone WiFi Access Point
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The Customer shall be responsible for the costs associated with restoring, repairing, replacing and cleaning equipment, reasonable wear and tear excepted, and may be invoiced after the termination of this Agreement for such costs. The Customer agrees not to tamper with or modify the Equipment without Beanfield's express authorization.

4. Term

The Agreement commences on the date that the Service(s) are made available for use by the Customer and will continue until terminated by either party as described in Section 8. Billing for Services shall occur on a monthly basis payable in advance. If Services are activated in the middle of a month, Service Charges (with the exception of one-time equipment rental charges) will be prorated for that month from the date the Services are activated. Beanfield reserves the right to increase the price of the Service at any time upon thirty (30) days prior notice to the Customer. Continued use of the Service after the notice period for the price increase constitutes Customer's acceptance to the price increase.

5. Customer Obligations

The Customer is responsible for the use of the Service by any and all persons, whether such use is authorized by the Customer or not, and acknowledges that the acts or omissions of all persons that use the Service will be treated as the Customer's acts or omissions. The Customer agrees to provide Beanfield reasonable access to the Customer premises (the "Premises") to perform necessary maintenance or repairs. Beanfield will provide Customer with as much notice as is commercially reasonable in the circumstances where access is required to the Premises. Except where emergency repairs are required to maintain service availability, Beanfield will provide Customer a minimum of five (5) days advance notice when access to the Premises is required. The Customer will not use or permit the Service to be used for a purpose or in a manner contrary to law, including for intellectual property infringement. The Customer shall not resell or license the Services to any third party without receiving Beanfield's prior written consent.

6. Default

In the event that the Customer fails to pay the Service Charges when due, the Customer will pay interest on such overdue accounts at the rate of 1% per month calculated and compounded monthly on the overdue amounts (12.6825% per year), not in advance, from the due date until paid in full. In addition to the foregoing, if the Customer fails to make any payments when due or is in material breach of this Agreement, (other than material breaches



described in this Agreement that do not require Beanfield to give notice to suspend or terminate service) Beanfield may give notice to the Customer demanding full payment and/or cure of such material breach and if the Customer fails to make full payment or cure such default within 10 days of receipt of notice, Beanfield will have the right to suspend the Service until such default is remedied, and/or terminate this Agreement effective immediately upon notice to the Customer. Despite suspension of Services by Beanfield for default by the Customer, the Customer shall remain liable for Service Charges during periods of suspension. The Customer shall also be liable for collection costs, bailiff fees and legal costs incurred by Beanfield if the Customer fails to pay Service Charges and/or fails to return the equipment to Beanfield following termination.

7. Notices

All notices shall be sent via electronic communication to the email address set forth in the Service Order for each party and will be considered delivered immediately upon sending such notice.

8. Termination

The Service may be cancelled at any time by either party upon sending notice to the other party. Any Service terminated by the Customer after an invoice has been issued will have Service Charges prorated for that month to the date the Services are de-activated and Equipment costs unless Customer has complied with Section 3. If the Customer requests the relocation of a Service to another municipal address within Beanfield's service area, the Customer will be responsible for any installation charges and Beanfield will advise the Customer of the estimated cost thereof. If Beanfield is unable to provide Service at the new location or the Customer does not wish to pay for the installation charges, the Customer may terminate the Services in accordance with this Agreement. Notwithstanding anything to the contrary in the Agreement, Beanfield reserves the right to refuse or terminate Service without notice to any Customer believed to be using the Service for fraudulent or illegal purposes.

9. Disclaimer of Warranties

The Services and Equipment are provided on an "as is" and "as available" basis. Beanfield and its affiliates, officers, employees, agents, suppliers, sponsors or other partners make absolutely no warranty of any kind, written or oral, statutory, express or implied, including any warranty of merchantability, infringement, or fitness for a particular purpose. No advice or information given by Beanfield or its affiliates, officers, employees, agents, suppliers, sponsors or other partners of the Service shall create a warranty. Neither Beanfield nor its affiliates, officers, employees, agents, suppliers, sponsors or other partners warrant that the Service will be uninterrupted, error-free, or free of viruses or other harmful components received over the Internet via the Service. The Customer acknowledges that Beanfield may

interrupt the Services from time to time to perform maintenance or repairs on the Beanfield network.

10. Limitation of Liability

The Customer assumes full responsibility for its use (and the use by any authorized users) of the Service and agrees to use the Service and Equipment at its own risk. Neither Beanfield nor its affiliates, officers, employees, agents, suppliers, sponsors or other partners, shall have any responsibility whatsoever for the content accessed through the Services and shall not be liable to the Customer for any direct, indirect, incidental, special or consequential damages of any kind including but not limited to any loss of use, loss of business, and/or loss of revenue and/or profit, arising out of or related to the Service or Equipment. Beanfield's liability for a material breach of this Agreement shall be limited to an amount equal to 12 months of Service Charges previously paid by the Customer.

11. Indemnification

Under no circumstances will Beanfield or its affiliates, officers, employees, agents, suppliers, sponsors or other partners of the Service be liable to the Customer or any third parties for any amount relating to their use of the Service and the Customer agrees to indemnify, defend, and hold harmless Beanfield and its affiliates, officers, employees, agents, suppliers, sponsors and other partners from any and all third party claims, liabilities, costs, and expenses, including reasonable legal fees, arising from the Customer's use of the Service or any violation of this Agreement.

12. Entire Agreement

This is the entire agreement between the parties. Any representation by an employee of Beanfield not recorded in writing in this Agreement is of no force or effect. Except as expressly provided herein, any amendment to this Agreement must be made in writing and agreed upon by both parties.

13. Governing Law

This Agreement shall be governed by and in accordance with the laws of the Province in which the Service is delivered (and whose courts the parties attorn) and the federal laws of Canada applicable therein.

14. Severability

Any provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed from this Agreement and be ineffective only to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof.

15. Acceptable Use Policy

Beanfield's Acceptable Use Policy (available at <https://www.beanfield.com/aup/>) is deemed to be accepted to by the Customer and form part of this Agreement, upon the activation of Services and may be changed by Beanfield from time to time without notice to the Customer.

INTERNET TERMS

1. Beanfield shall not be responsible for the individual back up of any of the Customer's data residing on any of Beanfield's equipment and/or network. The Customer is fully responsible for the independent back up of its own data that is stored on Beanfield's equipment and/or network.
2. Any Internet Protocol ("IP") addresses assigned to the Customer by Beanfield will only be used for the Services and in accordance with the policies set forth by the American Registry of Internet Numbers (ARIN). Upon IP address reassignment or expiration, cancellation of Services, or termination of this Agreement, the Customer is required to relinquish to Beanfield any IP addresses or address blocks previously assigned to the Customer by Beanfield within five (5) days of the date of termination. Beanfield reserves the right, without notice, to reclaim from the Customer any assigned IP addresses that are not used within 90 days of their assignment by Beanfield to the Customer.
3. Hosting Internet Relay Chat ("IRC") is strictly prohibited on the Beanfield network and Beanfield reserves the right to immediately terminate the Services without notice to anyone suspected of hosting IRC, in Beanfield's sole discretion.
4. Beanfield may without notice, suspend or restrict all or part of the Service until further notice to the Customer if Beanfield has grounds to believe that the Customer is a threat to the overall integrity of the Beanfield network or any of Beanfield's users, or if the Customer is on the receiving end of a Denial of Service Attack or a Distributed Denial of Service Attack.

TELEPHONE TERMS



1. 9-1-1 Service, Outages, Release and Indemnity

The emergency services operator will attempt to maintain the connection until all needed information is obtained. If the call is terminated before all needed information is provided, the emergency services operator may not be able to call you back so you should immediately call back by dialing 9-1-1 to provide all needed information.

Emergency 9-1-1 services will not be available if the phone or modem fails to function or there is a network outage, or, in the case of a power failure, for Customers that have not installed battery back-up systems for each phone(s) that requires individual power. If the Customer's phone(s) requires individual power, Service continuation will depend on the battery back-up system of each phone. The Customer acknowledges that he/she is responsible for providing individual battery back-up systems for each phone that requires individual power.

Without limiting the generality of Sections 9 and 10, the Customer hereby releases, indemnifies and holds harmless Beanfield from and against damages suffered, actions taken, costs incurred or claims made by the Customer or any third party as a result of the inability of any person to place a 9-1-1 call using the Service or a failed or delayed response by emergency 9-1-1 response services.

2. Long Distance Charges and Collect Calls

Beanfield's long distance rates (available at www.beanfield.com/ld) are deemed to be accepted by the Customer and form part of this Agreement upon the activation of the Service. International long distance rates may change at any time without notice to the Customer. The Customer is fully responsible for all long distance charges related to the Service, whether or not he/she subscribes to one of the long distance pricing packages outlined in the Service Order. The Customer is also responsible for any collect call charges related to the Service.

3. Customer Responsibilities

Beanfield is not liable for any delays in porting the Customer's phone number(s) from another provider to Beanfield. In the event of non-payment of any Service Charges, Beanfield may prevent the Customer's phone number(s) from being ported from Beanfield to another service provider until such time as payment in full of all Service Charges is received by Beanfield. Beanfield may delete all of the Customer's data and/or messages if the Customer's account with Beanfield is terminated by either party. The Customer is responsible for the back-up of any of the Customer's data stored on any of Beanfield's equipment and/or networks.

Residential Television Services Agreement

Walnut TV Inc. ("Walnut") is pleased to offer, to the "Premises" located at an address you ("Subscriber") have agreed on with Walnut, audiovisual media programming to which you subscribe, either directly or through our agents (collectively "we", "our" or "us") ("TV Services").

We have provided you a list of the TV Services to which you're subscribing. Our provision of the TV Services is subject to the following terms. Please review these terms carefully.

1) Payment and pricing

1. **Payment and late fees:** We will invoice you for the TV Services monthly, in advance. You are responsible for paying the invoice by the due date the invoice indicates. Amounts not paid by then are late, and we will add to them interest of 1 percent, calculated and compounded monthly from the due date: annually, this comes to 12.7 percent. We reserve the right to transfer unpaid debts to a collection agency.
2. **Errors:** If you think your invoice is wrong, you agree to notify us as soon as possible but, in all cases, within 90 days of its issuance. After that, you're deemed to have accepted the invoice.
3. **Credit checks and deposits:** If we deem it necessary to perform a credit check before providing the TV Services, you agree to provide us the information we need to do so. If we deem it necessary to impose payment or credit requirements, like a deposit, while providing you the TV Services, you agree to cooperate. Any deposits will be applied against outstanding balances.
4. **Month to month:** This Agreement is on a month-to-month basis.

2) Responsibilities you're taking on

1. **Visiting:** On five days' advance notice, or less if there is an emergency or you agree to waive the notice, you will give us and our agents reasonable access to the Premises to perform maintenance or repairs.
 2. **Your Premises, your responsibility:** As the Subscriber, you are a party to this Agreement, and confirm that you have enough control over the Premises that you are authorized to take delivery of television services there. You are responsible for use of the TV Services at your
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Premises, regardless of who is using them or whether you have authorized them to. The acts or omissions of anyone using these TV Services will be treated as your own acts or omissions.

3. **Hands off:** You agree not to tamper with equipment rented to you under this Agreement; not to do anything that harms the TV Services or other subscribers' enjoyment of them; and to follow our instructions to remediate anything that does create such harm.
4. **Use responsibly:** Those who entrust us to deliver you TV Services also trust that you, and we, will use it responsibly. You agree not to use, or let the TV Services be used, in a way that breaks any law, including deliberate overloads, interference with other users' enjoyment, or intellectual property infringement. You agree not to rebroadcast, retransmit, or perform any program you subscribe to through Walnut, and not to use or reproduce the audiovisual media programming commercially, distribute it, or sell it. It is your responsibility to comply with any end-user licence agreement displayed before a program: you agree not to hold group viewings of any audiovisual media programming where a licence prohibits it.
5. **Not our content:** We bring you audiovisual media programming, but it isn't our audiovisual media programming. We don't exercise any control or responsibility over the audiovisual media programming, except to the degree the Canadian Radio-television and Telecommunications Commission ("CRTC") requires us to. Any data, files, or other information made available to you through the TV Services are at your own risk.

3) Interruptions, suspension, and termination

1. **Interruptions:** We work hard to provide the TV Services, but cannot warrant that it will be uninterrupted or error-free, nor that it will be fit for purpose or merchantable: this is a residential service and priced like one. From time to time, we may need to interrupt the TV Services to perform maintenance, repairs, or upgrades, or arrange emergency service. We will do our best to give you five days' notice before we do.
2. **Immediate suspension:** We may terminate or suspend the TV Services immediately, and without notice, if any of four things occur: (i) an interruption described in paragraph 3(a); (ii) your non-payment or default; (iii) your breach of the responsible use rules set out paragraph 3(c); or (iv) our providing you the TV Services would mean violating an applicable law.
3. **Termination:** If, by action or inaction, you breach anything in this Agreement then, subject to the preceding paragraph, we may terminate the TV Services if you don't cure the breach within 10 days of our bringing it to your attention. You are responsible for the collection costs and reasonable legal expenses we incur in enforcing our rights under this Agreement.
4. **Payment unchanged:** A service suspension doesn't change what you have to pay. This is a residential, best-efforts service and is priced accordingly.



4) Liability

1. **Cap:** Unless caused by Walnut's gross negligence, our damages and those of our directors, officers, employees, and authorized agents are capped at six months of the fees for the service to which the damages relate.
2. **No economic loss:** Neither of us is liable to the other for indirect, incidental, special, or consequential damages that have any connection to this Agreement. This includes lost profits, anticipated or lost revenue, loss of data, loss of use of a system, failure to realize expected savings, or any other commercial or economic loss or third-party claim. Use at your own risk – and be careful out there.
3. **Your breach, your responsibility:** You indemnify and hold us harmless from and against any losses or damages that result from your violating this Agreement, including its provisions on responsible use of intellectual property. This indemnity survives the Agreement.

5) Mechanics

1. **Check back:** We may need to revise our terms from time to time: the latest version will be maintained on our Web site, WalnutTV.ca. If there are material changes, we'll let you know via the email address we have on file for you, so please check your invoices, online account, and other touchpoints with us to ensure we have the right address.
 2. **Interpretation:** This is the entire agreement between us: changes aren't binding unless they are in writing, and we both agree to them.
 3. **Privacy:** We take your privacy seriously. We collect only the information required, and retain it for only as long as necessary, to provide you the TV Services. We take care not to allow third parties exposure to your personal information unless necessary to provide the TV Services or compelled by law. We maintain, at WalnutTV.ca an online registry of parties to whom this information is provided routinely, and notify you if your information has been disclosed for any other reason, provided we're allowed to. Contact our privacy office if you have any questions, concerns, or ways in which you think we could do better: privacy@walnuttv.ca.
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