## SCHEDULE B IP TELEVISION SERVICE

This annexed Schedule is an integral part of service Contract number: \_\_\_\_\_

### **Installation**

#### Course of action :

The Technician, upon arrival, will perform an assessment of the work to be performed and provide an explanation of the proposed installation plan to the Member for his approval.

Further to this assessment, the Technician will inform the Member if a standard or nonstandard installation is expected, as per his brief visual evaluation. This preliminary assessment cannot guarantee that circumstances will not arise that could affect the outcome of the installation.

If the installation is deemed non-standard, either by the condition of the premises or by the Member's specific needs, the Technician shall provide an estimate of additional costs (time and material). Non-standard installations can exceed same day installation.

#### Standard installation includes:

- A category 5 network wire, installed on the outside walls of the residence, for a maximum distance of 40 feet, connected to one (1) television.
- Opening of Member's account ;
- Configuration of COOP's equipment ;
- Signal quality validation to the demarcation point (optical terminal).

The Member, as account holder, must be home for the technician's arrival window and for the duration of installation. If unable to be present, Member must notify the COOP in advance to authorize a representative to oversee installation and sign on his behalf.

Member must have installed, prior to the technician's arrival, his television(s), in its/their location(s) of use.

COOP agrees to configure Member's television(s) access to the service during installation; this does not guarantee the proper functioning of the equipment belonging to the Member, which remains the Member's responsibility.

Member is responsible for termination of services from any previous service provider and remains liable at all times for all associated fees and costs, including any amounts due to previous service providers.

## **Third-Party Supplier Provisions**

Sinterix obligations are limited to distributing programming that it receives or produces at the COOP, according to the category of syndicated cable television services subscribed to by the member, as specified on the Work Order. However, Sinterix is not responsible for the availability of channels, content, use, validity or quality of programs that it receives or distributes through its cable service.

It is also expressly understood that programming distributed by Sinterix, via its cable service, is part of a global subscription and that, consequently, it is subject to change without any applicable price or rate adjustments or altering the terms of termination of the Contract.

Minimum subscription term to a programming package is of thirty (30) days. Minimum subscription term to any standalone or pick pack channel is of ninety (90) days. Restrictions as to the choice of channels for customized packages may be imposed by the programming Service Provider(s) or by the Canadian Radio-television and Telecommunications Commission (CRTC).

Sinterix reserves the right to oblige Members subscribe to and maintain a minimum number of channels whose content and thematic grouping may be established from time to time by Sinterix, in accordance with its regulatory requirements and policies.

As of the date of activation of COOP cable service, the Member agrees to pay for all pay-perview services.

The Member cannot connect any number of televisions or receivers over the authorized number indicated on the Contract and/or invoice, nor install additional outlets; failure to do so will result in civil and criminal sanctions. Furthermore, the receipt or use of signals without having paid them, except with the express permission of Sinterix, is illegal and can also lead to civil or criminal sanctions.

## **COOP** Provisions

COOP's obligations are limited to distributing Sinterix programming to the MEMBER. COOP is not responsible for the availability of channels, content, use, validity or quality of programming that it receives or distributes through its cable television service. It is also expressly understood that the programming distributed by COOP, via its equipment and facilities, is part of a global subscription and consequently, can be subject to change without necessarily resulting in an adjustment of applicable rates or fees or alter the right to terminate the Contract.

## **Rental Terms**

- Member has no legal right of ownership to any equipment rented from COOP ;
- Rental term begins on the date of delivery of the equipment and expires at the date of termination of television services within this Contract ;
- Member must take reasonable care of rented equipment and especially agrees to not remove or alter any label or serial number on said equipment ;
- COOP will ensure the maintenance and repair, for normal wear and tear, of rented equipment ;
- An approved option to purchase equipment rented from COOP can only be exercised as of the 13<sup>th</sup> month of a rental contract. The purchase option price shall be equal to the purchase of refurbished equipment. No warranty is offered for equipment purchased under these conditions;
- COOP can, at its sole discretion, replace any equipment leased with new or refurbished equipment of comparable functionality ;
- Upon the Member's default to this Contract, the COOP may either :

- a) require the immediate payment of what is due, or
- b) take back equipment rented under the provisions of this Contract;
- Prior to repossessing rented equipment due to Member's default, COOP shall give the Member a thirty (30) day written notice, where Member may, at his option, either :
  - (a) correct his default to the Contract, or
  - (b) return rented equipment to the COOP;
- The Member may also, at any time during the rental period and even if he has not received a recovery notice, return rented equipment to the COOP ;
- Returning COOP equipment shall signify termination of television services Contract. COOP shall not be obligated to provide refund of up to date fees and can only claim for damages as a direct result of the immediate termination of the Contract;
- COOP has an obligation to minimize its damage claim ;
- The Member would be best recommended to review items the Consumer Protection Act (R.S.Q., c. P 40.1) and, if necessary, to contact the Consumer Protection Office.

### **Exclusions**

COOP does not install or plug in any equipment belonging to the Member; its responsibility is limited to testing the incoming signal and the proper functioning of the service. COOP is not responsible for any connection to, or operation of, any portion of the Member's equipment.

#### **Minimum equipment requirements**

It is the Member's responsibility to ensure the necessary equipment for connexion, other than any Equipment provided by COOP, that meets the minimum requirements necessary to receive the signal.

Occasionally, minimum configuration requirements may change; in such cases, the Member must make the appropriate upgrades to its equipment and/or system(s). Failure to do so may terminate this Contract, as per the terms herein, including the Cancellation Form attached.

Member is responsible at all times for the use and compatibility of its equipment, software, services or any other materials not provided by COOP within this Contract. COOP declines all responsibility with respect to compatibility of any of the Member's equipment, software or property, its sole responsibility remains with equipment it provides.

COOP cannot be held responsible for the content that is broadcasts on the channels distributed to the Member as per his subscription, including any programming from CSUR TV, an independent legal entity and not the property of, or managed by, COOP.

Cable television service is only available on COOP's optical fiber network.

### Pricing

All prices shown in the appended quote are subject to applicable taxes. In addition, all prices are subject to increase or decrease on the first and third quarter of each year. Member will be informed at least thirty (30) days prior to the implementation of new rates and fees.

In order to finance the cost of fiber optic services, an extra monthly fee of \$ 3 will be added to Members' invoice for a period of 42 subsequent months, if subscribed to optical fiber services.

# Legal Provision

I declare having read and agreed to the terms of Schedule B – IP Television Service. I understand that the service is powered by Sinterix through the COOP network and that my personal information will be shared with both.

