

This **Building Access License Agreement** (together with its Schedules, the “**Agreement**”) is effective this September day of 1, 2022 (“**Effective Date**”)

**B E T W E E N:**

**1967177 Ontario Ltd.**

a corporation organized under the laws of Ontario, Canada and having a business address at  
237 Appin Rd Glencoe Ontario N0L1M0  
(the “**Licensor**”)

- and -

**TEKSAVVY SOLUTIONS INC.**

a corporation organized under the laws of Ontario and having a business address at  
800 Richmond Street, Chatham, ON N7M 5J5  
(the “**Licensee**”)

In consideration of the mutual promises and covenants contained herein and in consideration of \$2.00 paid by Licensee to the Licensor (the receipt and sufficiency of which is hereby acknowledged by the parties hereto), the parties agree, intending to be legally bound, as follows:

## **1. GRANT OF LICENSE**

**1.1 License.** The Licensor hereby grants to the Licensee (including Licensee’s authorized representatives), for the Term, a non-exclusive, royalty-free, sub-licensable and transferable license to access each separate building municipally described in Schedule “A” (each a “**Building**”) and the common areas of the lands on which the Building is located, including the common areas licensed to third parties on a non-exclusive basis, for the following purposes (hereinafter called “**License**”):

- (a) to provide telecommunications, broadcasting or other communications services provided by the Licensee (and Licensee’s broadcasting affiliate Hastings Cable Vision Limited) to the Licensor, tenants, unit owners and / or other occupants within the Building pursuant to separate commercial agreements (the “**Services**”);
- (b) to promote, market, and advertise the Services to the tenants, unit owners and / or other occupants between 8:30AM and 5:30PM local time Monday through Friday excluding any statutory holiday in the province where the Building is located (“**Business Hours**”);
- (c) to supply, engineer, install, construct, use, operate, configure, test, maintain, repair, service, upgrade modify, improve, replace and remove, at the Licensee’s sole expense and risk, all Cables, cabinets, racks, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts, routers, switches, servers, and all other communications equipment and hardware located in, on, over or under the Building (collectively, “**Telecommunications Equipment**”) owned by Licensee; and
- (d) to use the: (i) “**Telecommunications Rooms**” meaning the areas within the Building that are described in Schedule “B” to this Agreement and used as principal hubs for the location of Telecommunications Equipment; and (ii) “**Telecommunications Spaces**” meaning the telecommunications and cable pathways through the rooftop and in, on, over, or under the Building, installed or used for deployment of Telecommunications Equipment.

- (a) by giving the other party written notice of its intention not to renew this Agreement at least six (6) months prior to the expiration of the Initial Term or any Extension Term, except that if there is at least one (1) active customer of the Licensee in the Building, this Agreement, at the conclusion of the Term, shall automatically extend for a subsequent Extension Term notwithstanding such notice of non-renewal;
- (b) by giving notice in writing to the other party if the other party commits a material breach with respect to a material provision of this Agreement and does not remedy that breach within thirty (30) days after receiving written notice of the breach; or
- (c) by giving written notice to the other party if the other party: (i) becomes insolvent or bankrupt; (ii) ceases doing business in the ordinary course; (iii) appoints, or has appointed for it, a receiver or trustee in bankruptcy; (iv) makes an assignment or takes any other action for the benefit of its creditors; (v) has instituted against it any proceeding in bankruptcy, receivership or liquidation, and such proceedings continue for thirty (30) calendar days without being dismissed; or (vi) is wound up or dissolved.

**3.3 Government Actions.** If the action of a governmental authority requires modification of: (i) the Services or (ii) the terms on which they are provided, which are inconsistent with the terms of this Agreement or which impair Licensee's ability to provide the Services in an economical or technically practical fashion, then (a) this Agreement will be deemed amended in a manner to allow the Licensee to fulfil its legally mandated obligations, or (b) the Licensee may, at its option, terminate this Agreement upon thirty (30) days' written notice to the Licensor or such other period reasonably agreed upon by the parties.

#### **4. UTILITIES**

**4.1 Connection to electrical power source.** Licensee may connect its Telecommunications Equipment to the electrical power source in the Building.

**4.2 Licensor responsible for cost of electricity.** Licensor agrees to pay all utility fees and charges related to the electricity consumption that Licensee reasonably requires for the performance of its obligations under this Agreement.

**4.3 Planned outages.** Licensor shall notify the Licensee in advance of any planned utility outages that may interfere with any Telecommunications Equipment but shall not be responsible for any losses, costs or expenses suffered as a result of any such outages providing, if reasonable, notice of such planned utility outages was provided.

**4.4 Unplanned electricity outages.** Licensor acknowledges that an unplanned electricity outage may constitute a situation requiring emergency access pursuant to the terms of Section 1.2.

#### **5. RENT AND OTHER CHARGES**

The Licensor shall not charge Licensee any rent, royalty, occupancy fees or any amounts related to the availability or consumption of utilities, or any other charges whatsoever.

damage, the Licensor may repair or refinish such damage and the Licensee shall reimburse the Licensor all costs and expenses reasonably incurred in such repair or refinishing.

**8.4 Licensor's Covenants.** The Licensor covenants as follows:

- (a) To operate, repair and maintain the Building and Building systems in a safe and proper operating condition and in accordance with accepted building industry standards;
- (b) To use the same standard of care to protect the Licensee's Wires and Licensee's Telecommunications Equipment that the Licensor would use with its own property;
- (c) Not to damage, tamper, interfere or connect to Licensee's Wires and Licensee's Telecommunications Equipment;
- (d) That any consent or approval of the Licensor pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed;
- (e) If the operation of other equipment or the activities of third parties in or in respect of the Building interferes with the operation of Licensee's Wires or Licensee's Telecommunications Equipment, the Licensor shall, to the extent that it is commercially reasonable, upon being provided by the Licensee with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Licensee in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference; and
- (f) The Licensor shall immediately notify the Licensee in the event of any sale, conveyance, assignment or transfer (collectively, a "**Transfer**") of all or part of a Building (the "**Subject Building**"). Upon any Transfer, the Licensor shall cause the transferee to execute and deliver to the Licensee an agreement whereby the transferee agrees to assume and be bound by all the rights and obligations of the Licensor as set out herein as they apply to the Subject Building as if the transferee was an original signatory hereof (the "**Assumption**"). Upon the date any such sale or Assumption becomes effective, the Licensor shall be released from its obligations under this Agreement in respect of the Subject Building (save and except for any outstanding obligations arising hereunder prior to such Assumption).

**8.5 General Limitations.** Nothing in this Agreement will require the Licensee to: (a) perform any services not provided for in this Agreement; or (b) make any change or addition that will require any capital expenditures by the Licensee without the prior agreement of the Licensee.

**9. INDEMNIFICATION**

**9.1 Indemnification.** Each party (as an "**Indemnifying Party**") shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, agents and shareholders (collectively, an "**Indemnified Party**") from and against any and all Losses incurred or sustained by the Indemnified Party based upon or relating to:

- (a) Indemnifying Party's breach of applicable laws;

in a manner no less stringent than required by this Agreement. The receiving Party shall remain responsible for any breaches of this Section 11 by any of such employees, contractors, directors, officers, representatives, or advisors. The obligation to keep Confidential Information confidential shall survive termination or expiration of this Agreement, however caused, for a period of five (5) years. A party may disclose Confidential Information if required by a governmental agency, by operations of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the party required to make the disclosure: gives the other party as much reasonable prior written notice as allowed to permit that other party an opportunity to contest such disclosure; and makes only the minimum disclosure reasonably required, in the opinion of the counsel of the party required to make the disclosure. Both Parties contemplate that any breach by a receiving Party of this Section 11 may result in irreparable harm to the disclosing Party which will entitle the disclosing Party to seek and obtain injunctive relief, in addition to any damages and other remedies available at law and in equity. As soon as practicable, receiving Party shall notify disclosing Party of any breach of this Section 11 of the Agreement. Notwithstanding any other provision of this Agreement, Licensor acknowledges that Licensee is required to disclose this Agreement pursuant to its regulatory obligation and such disclosure shall not be a breach of this Agreement.

## **12. APPLICATION TO ALL BUILDINGS**

Where applicable, the terms and conditions of this Agreement shall be interpreted by the parties and by any third-party adjudicator as if such terms and conditions apply to each Building separately from the other Buildings. For greater certainty, in the event that this Agreement is terminated with respect to any one Building (whether pursuant to the terms of this Agreement or otherwise), the terms and conditions of this Agreement shall remain in full force and effect, unamended in respect of the remaining Building(s) for the Term.

## **13. MISCELLANEOUS**

**13.1 Notices.** Any demand, notice or other communication ("Notice") to be given in connection with this Agreement shall be in writing and either delivered personally, by mail postage-prepaid, registered mail, or by e-mail to:

**To Licensee:**

TekSavvy Solutions Inc.

800 Richmond Street  
Chatham, ON N7M 5J5  
Attention: Legal Counsel

Email: [marc@teksavvy.ca](mailto:marc@teksavvy.ca)  
with a copy to [legal@teksavvy.ca](mailto:legal@teksavvy.ca)

**To Licensor:**

1967177 Ontario Ltd

237 Appin Rd,  
Glencoe Ontario N0L1M0

Email: [tj@akubilt.ca](mailto:tj@akubilt.ca)

Either party may instead designate a different address or individual by Notice to the other party. Notices sent by personal delivery or registered mail will be deemed to have been received upon delivery. Notices sent by mail will be deemed to have been received on the 5<sup>th</sup> day after posting. Notices sent by e-mail will be deemed to have been received the same day.


The transmittal of signatures or of signed copies of this Agreement by email hereby constitutes good and valid execution and delivery of such document and are legally binding on both Licensor and Licensee.

13.12. *Language.* This Agreement is drawn up in English, as the Parties have explicitly requested, and accept. *Les parties aux présentes ont expressément demandé, et acceptent par les présentes, que cette convention soit rédigée en anglais.*

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

TEKSAVVY SOLUTIONS INC.

1967177 Ontario Ltd.

By:   
Name: Charlie Burns  
Title: CTO

By:   
Name: Tim Zavitz  
Title: Owner

I am authorized to bind TekSavvy Solutions Inc.

I am authorized to bind the Corporation

**SCHEDULE B**  
**TELECOMMUNICATIONS ROOMS**

Main level of building