This **Building Access License Agreement** (together with its Schedules, the "**Agreement**") is effective as of the date signed by the last party hereto ("**Effective Date**")

B E T W E E N:

2806847 Ontario Inc.
a corporation organized under the laws of Ontario and having a business address at
2028 Dufferin Ave Wallaceburg Ontario N8A4M5
(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.

The Licensor shall also assist in granting the Licensee access into individual units within the Building to install In-Building Wire and Inside Wire that are owned by Licensee (**"Licensee's Wire"**) and other Licensee Telecommunications Equipment in the units. **"In-Building Wire"** means fibre optic, coaxial, copper cables and wires (**"Cables"**) installed in a fixed and permanent manner in Telecommunications Spaces that originate in Telecommunications Rooms and run to the Inside Wire. **"Inside Wire"** means Cables that are in, or in proximity of, premises of the owners, tenants or occupants of the Building and which are under those persons' or entities' responsibility and control.

1.2 ***Hours of Access.*** Licensee (including Licensee's authorized representatives) may have reasonable access to the Building at all times during Business Hours, and at other times as agreed by the parties in advance, for the purposes of exercising the License. Licensee (including Licensee's authorized representatives) may also access the Building outside of Business Hours in the event of an emergency provided that, in the event an emergency, unless the nature of the emergency renders such advance notice impracticable, the Licensee shall give to the Licensor as much advance notice as reasonably possible of its intent to enter the Building and within five (5) Business Days following the request of Licensor, provide to the Licensor a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information. **"Business Day"** means any day that is not Saturday, Sunday, nor a statutory holiday in the province where the Building is located.

1.3 ***Contracting with other TSPs during Term.*** During the Term, the Licensor may grant licenses to other telecommunications service providers to access the Building, provided that: (a) the Licensor will not enter into any agreement that would interfere with the Licensee's rights under the Agreement; and (b) to the extent allowed by applicable law, no other party may utilize the Licensee's Telecommunications Equipment without the express written consent of the Licensee which may be reasonably withheld and subject to terms and conditions, including compensation, to be determined by the Licensee on a case-by-case basis.

2. OWNERSHIP OF LICENSEE'S TELECOMMUNICATIONS EQUIPMENT

Except as otherwise provided in this Agreement, Licensee's Wire and Telecommunications Equipment installed or owned by Licensee shall remain personal property of the Licensee although it may be affixed or attached to the Building during the Term of this Agreement. Licensee's Telecommunications Equipment shall also remain Licensee's personal property upon the termination or non-renewal of the Agreement and Licensee is entitled to uninstall, remove, recover and / or salvage any Licensee's Telecommunications Equipment within a reasonable time following such termination or non-renewal of the Agreement. Should any Licensee Telecommunications Equipment not be removed, then Licensee shall transfer title to any such Telecommunications Equipment to Licensor.

3. TERM AND TERMINATION

3.1 ***Term.*** The Agreement begins on the Effective Date and, unless otherwise terminated in accordance with the provisions of the Agreement, will expire ten (10) years from the Effective

Date ("**Initial Term**"). Upon expiration of the Initial Term, the Agreement will automatically extend for subsequent periods of five (5) years (each an "**Extension Term**" and collectively with the Initial Term, the "**Term**"), subject to subsections 3.2 and 3.3 below.

3.2 ***Non-Renewal/Termination Rights.*** Either party may end this Agreement:

(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.

6. CONSTRUCTION

6.1 ***Inspection and Modifications.*** Prior to commencement of the installation and construction work, the Licensor will permit the Licensee to complete an initial inspection of the Building to ensure that the Licensee's technical requirements are met, and if such requirements are not met, the Licensor authorizes the Licensee to modify the Telecommunications Rooms and Telecommunications Spaces on the Licensor's behalf at Licensee's sole cost and discretion to comply with the technical requirements. If available, upon request from the Licensee, the Licensor shall provide a current set of electrical and site plans.

6.2 ***Installation and Construction standards.*** Licensee agrees that installation and construction of Licensee's Wire, Licensee's Telecommunications Equipment, and Telecommunications Spaces shall be performed: (i) consistent with such reasonable requirements as shall be required by the Licensor and communicated in advance to the Licensee in writing; and (ii) in accordance with all applicable laws, rules, and regulations.

7. INSURANCE

7.1 ***Licensee insurance.*** Licensee shall maintain, at all times during the Term, Commercial general liability insurance including coverage for personal injury, bodily injury, death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Licensee's operations, in the amount of not less than Five Million Dollars ($5,000,000.00) combined single limit per occurrence.

8. REPRESENTATIONS WARRANTIES AND COVENANTS OF THE PARTIES

8.1 ***General Representations and Warranties.*** Each Party represents and warrants continuously throughout the Term in favour of the other Party that it has all necessary corporate power and capacity to enter into and perform its obligations under this Agreement and it has taken all necessary corporate action to authorize the execution and delivery by it of its obligations under this Agreement.

8.2 ***Licensor Representations and Warranties.*** The Licensor represents and warrants that:

(a) no building rule is in force that would prevent or limit either party from entering into this Agreement and/or performing its obligations hereunder;

(b) the Licensor has sufficient right, title and interest in the Building to grant this License; and

(c) if any Building is a condominium or co-ownership, the Licensor has satisfied the requirements under the laws of the province in which the Building is located relating to condominiums or co-ownership of property with respect to entering into any agreement type to which this Agreement belongs.

8.3 ***Licensee's Covenant.*** Licensee will repair any damage to the Building, Telecommunications Spaces and any other property owned by the Licensor or by any lessee or

other licensee of the Licensor or by any other occupant of the Building where such damage is caused by the negligent acts or wilful misconduct of Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If the Licensee fails to repair or refinish the 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;

(b) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligence or willful misconduct of the Indemnifying Party or its agents, contractors or lawful representatives; or

(c) Indemnifying Party's unlawful or negligent use of the Building or the Licensee's Telecommunications Equipment or its agents, contractors or lawful representatives,

Provided that: (i) the Indemnified Party promptly notifies the Indemnifying Party of the claim in writing; and (ii) the Indemnifying Party has sole control over defence or settlement of the Losses, but the Indemnified Party will provide the Indemnifying Party with reasonable assistance in doing so. "**Losses**" are an amount awarded to a third party in, or to be paid to a third party in settlement of, any judicial, administrative, or arbitration claim, investigation, or proceeding.

9.2 ***Exceptions.*** Notwithstanding anything to the contrary in this Agreement, the Indemnifying Party shall not be obligated to indemnify, defend, or hold harmless the Indemnified Party against any claim if such claim or the corresponding Losses arise out of or result from Indemnified Party's (a) negligence or wilful misconduct; or (b) failure to materially comply with any of its obligations set forth in this Agreement.

10. LIMITATIONS OF LIABILITY

10.1 ***Consequential or indirect damages.*** **In no event shall Licensee be liable to Licensor or any third party for any indirect, incidental, special, consequential, or punitive damages whatsoever arising out of or in connection with this agreement (including without limitation lost profits, anticipated or lost revenue, business interruption, loss of data, loss of business opportunity, loss of goodwill, loss of use of any information system, failure to realize expected savings or any other commercial or economic loss), whether arising in negligence, tort, statute, equity, contract, common law, or any other cause of action or legal theory regardless of whether such damages were foreseeable and even if Licensee has been advised of the possibility of those damages.**

11. CONFIDENTIAL INFORMATION

The Parties agree to keep all information of a confidential nature obtained in the negotiation or performance of this Agreement ("**Confidential Information**") confidential. Confidential Information excludes any data, documentation or other information which: (i) is in the public domain at the time of disclosure; (ii) becomes publicly available through no fault of the receiving Party; (iii) is known to the receiving Party prior to receipt thereof from the disclosing Party, free of any confidentiality obligation; or (iv) is available to the receiving Party on a non-confidential basis from a source other than the disclosing Party, if that source or its source is not in breach of any obligations of confidentiality to the disclosing Party. Confidential Information shall remain the property of the disclosing Party. The receiving Party shall protect the confidentiality of all Confidential Information, using at least the same standard of care as it uses to protect its own Confidential Information, but in any event, a reasonable standard of care. Neither party shall at any time, without the prior written consent of the other party, disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Notwithstanding the foregoing, the parties further agree that the receiving Party

may disclose Confidential Information to its employees, contractors, directors, officers, representatives, or advisors who need to know Confidential Information for the purposes of performing this Agreement and who are bound by an obligation to treat Confidential Information 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
with a copy to legal@teksavvy.ca

To Licensor:

2806847 Ontario Inc.

Jim Austin
PO Box 21025 Chatham Ontario N7M2J0

Email: info@AustinPropertyManagement.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 5th day after posting. Notices sent by e-mail will be deemed to have been received the same day.

13.2. ***Assignment.*** Neither party may assign this Agreement in whole or in part without obtaining the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding anything to the contrary in this Agreement, the Licensee shall have the right to assign this Agreement to one or more of its affiliates, subsidiaries, or a purchaser of all or substantially all of its assets, without the Licensor's prior consent.

13.3. ***Entire Agreement; Amendment.*** The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and constitutes the entire agreement between them concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties.

13.4. ***Force Majeure.*** In no event shall either party be liable to the other for any failure to comply with this Agreement if such failure results from any condition or event beyond that party's reasonable control. Conditions and events beyond a party's reasonable control ("**Force Majeure**") include, but are not limited to: terrorism; computer hacking, security breach, or power failure that ordinary commercial efforts could not reasonably have prevented; fire, flood, earthquake, any elements of nature or acts of God; theft; riot; strike or other labour disturbance; plague, epidemic, pandemic, outbreaks of communicable disease or any other public health crisis, including quarantine or other declaration of emergency by governmental authorities.

13.5. ***No Waivers.*** No waiver of any breach of a provision of this Agreement shall be effective, or binding, unless in writing and signed by the party giving the waiver.

13.6. ***Choice of Law/Venue.*** This Agreement is deemed performed in the Province of Ontario, and governed by the laws that apply there, other than conflict of laws provisions. The Parties hereby attorn to Ontario's courts in respect of any action arising under this Agreement.

13.7. ***Severability.*** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attach only to that provision or part; the provisions' remainder, and all others hereof, continue in full force and effect.

13.8. ***Survival.*** The provisions of this Agreement that by the nature are intended to survive the termination of this Agreement however caused, shall so survive, including without limitation, Sections 2 (Ownership of Licensee's Telecommunications Equipment); 3 (Term and Termination); 8 (Representations Warranties and Covenants); 9 (Indemnification); 10 (Limitations of Liability); 11 (Confidential Information); 12 (Application to all Buildings); 13.1 (Notice); 13.6 (Choice of Law/Venue); 13.8 (Survival); 13.9 (Interpretation).

13.9. ***Interpretation.*** Words in any gender shall include all other genders. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof. The headings in this Agreement shall not affect the interpretation of any provision of this Agreement. The words "including" and "includes" mean "including without limitation" and "includes without limitation". Unless explicitly indicated otherwise, a reference to a "Section", refers to section of the document forming part of this Agreement in which the reference occurs. All references to currency are references to lawful currency of Canada. No provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was involved in the drafting of the provision.

13.10. ***Counterparts; Electronic Delivery***. This Agreement may be signed in counterparts, each constituting an original document but taken together, constituting one and the same instrument. 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.

By: Charlie Burns
Name: Charlie Burns
Title: CTO
Date: June 19 2023

I am authorized to bind TekSavvy Solutions Inc.

2806847 Ontario Inc.

By: [illegible]
Name: Jim Austin
Title: PROPERTY MANAGER
Date: June 19 /23

I am authorized to bind the Corporation

SCHEDULE A
BUILDING(S)

Municipally known as: 2028 Dufferin Ave Wallaceburg Ontario N8A 4M5

Legally described as: PT LT 7 CON 2 CHATHAM GORE AS IN 659041; S/T 174589, 309941, 309940; T/W 475080; S/T 577464; CHATHAM-KENT

SCHEDULE B
TELECOMMUNICATIONS ROOMS

Telecom room located on the main level of the building