

## **INTERNET SERVICES AGREEMENT**

THIS AGREEMENT made effective the 24th day of April, 2024 (the "Effective Date")

BETWEEN:

**OFFICE OF THE SASKATCHEWAN INFORMATION AND PRIVACY  
COMMISSIONER, a**  
corporation incorporated under the laws of the Province of Saskatchewan  
(hereinafter called the "Customer")

and

**ACCESS COMMUNICATIONS CO-OPERATIVE LIMITED, a**  
co-operative incorporated under the laws of the Province of Saskatchewan  
(hereinafter called "Access Communications")

**WHEREAS** the Customer owns the OFFICE OF THE SASKATCHEWAN INFORMATION AND PRIVACY COMMISSIONER located at 503 - 1801 Hamilton St, Regina, Saskatchewan (the "Property");

**AND WHEREAS** Access Communications has agreed to provide to the Customer, and the Customer has agreed to rent from Access Communications, INTERNET services (as defined below) for the Property;

**NOW, THEREFORE** in consideration of the covenants and agreements hereinafter contained, the parties hereto mutually agree as follows:

### **Article 1 Services**

- 1.1 Access Communications agrees to maintain, and where necessary install and provide the services described in Schedule "A" (the "INTERNET Services") at the Property, for the term indicated in Section 3.1.
- 1.2 Access Communications shall have the right to enter the Property as may be required to install, inspect, service, repair and/or replace any equipment used in providing the INTERNET Services.
- 1.3 Access Communications shall not be required to provide the INTERNET Service while any payment required to be made by the Customer to Access Communications or any other obligation of the Customer to Access Communications is in arrears.

### **Article 2 Payment**

- 2.1 The Customer agrees to pay Access Communications in accordance with Schedule "A" for INTERNET Services without offset or reduction. All charges to the Customer contemplated herein shall be subject to applicable sales taxes and the Customer shall be solely responsible for the payment of those taxes.

- 2.2 Access Communications will submit invoices to the Customer on a monthly basis. The Customer will render payment to Access Communications for invoices within thirty 30 days of the invoice date. Late payments are subject to a 2% per month interest charge (26.82% per annum).

### **Article 3 Term and Termination**

- 3.1 This Agreement shall commence on the Effective Date and shall remain in effect with respect to INTERNET Services for a first total period of 60 months (5 year term) from the In Service Date (the "Initial Term") and continue on an ongoing basis for successive 12 month (1 year) terms. For greater certainty, the Customer will comply with and be bound by all of the terms and conditions of this Agreement commencing on the Effective Date, including the obligation to pay for any installation services provided by Access Communications prior to the In Service Date. Any termination of this agreement by either party shall be subject to a minimum of 30 days advance notice prior to the date upon which INTERNET Services are to be discontinued. If the INTERNET Services are discontinued prior to the end of the Initial Term the Customer will pay a termination fee of 50% of the recurring monthly fee as per Schedule A for the number of months remaining in the Initial Term at the cancellation date (the "Termination Fee"). The parties agree that the cancellation fee is not a penalty but a pre-estimate of damages suffered by Access Communications for early termination.
- 3.2 All Access Communications owned equipment is to be returned to Access Communications upon termination of the agreement in good working condition subject to normal wear and tear. The Customer will be responsible for the replacement cost of any equipment that is not subject to normal wear and tear.
- 3.3 Notwithstanding Section 3.1, either party may terminate this Agreement by giving written notice to that effect to the other party where:
- (a) the other party is in breach of any provision of this Agreement and fails to cure such breach within thirty (30) days of receiving such written notice (fifteen (15) days in the event of a payment default) or, in the event that such breach cannot be cured within thirty (30) days, such other party is diligently taking all steps required to cure such breach as soon as reasonably practical but in any event within sixty (60) days of receiving such written notice; or
  - (b) the other party becomes bankrupt, insolvent or makes an assignment for the benefit of its creditors.

In the event that Access Communications terminates this Agreement in accordance with this Section 3.3, the Customer shall pay the Termination Fee set out in Section 3.1 above.

- 3.4 Notwithstanding Section 3.1, Access Communications may terminate this Agreement by giving 60 day written notice if Access Communications' cable system is to be upgraded for technology changes and the existing INTERNET Services under this Agreement can no longer be provided.

#### **Article 4 Equipment**

- 4.1 Access Communications shall have the right to enter the Property at all reasonable times to install, inspect, service, repair or replace Access Communications Equipment and any related Equipment, used on or in the Property. Access Communications may remove all Access Communications owned equipment, in the event of the termination of this Agreement. For greater certainty, all Customer owned or provided Equipment shall be repaired or replaced by the Customer at its sole expense.
- 4.2 The Customer agrees that the Equipment installed or provided by Access Communications shall remain the property of Access Communications, except for Equipment purchased and paid for by the Customer. The Equipment is provided solely for the Customer's use of the Services and the Customer may use the Equipment only at the address the Customer indicated at the time the Customer subscribes to the INTERNET Services. The Customer will not relocate the Equipment to another address without Access Communications' prior written consent. The Customer will not move or tamper with the Equipment, and will ensure that the Equipment is not moved or tampered with, by any person not authorized by Access Communications to do so. The Customer shall not attach, connect or place any Equipment, cable or other item to, in or on any Access Communications Equipment. The Customer may not mortgage, sell, lease, encumber or assign Access Communications' equipment. The Customer will take reasonable steps to protect Access Communications' equipment. The Customer will pay the full replacement costs of any lost, stolen, unreturned, damaged, defaced, mortgaged, sold, leased, encumbered or assigned Equipment, together with any costs Access Communications' incurs in obtaining or attempting to obtain possession, to repair and/or to replace the Equipment, plus applicable taxes.
- 4.3 The wiring of the building is owned by the Customer and is the Customer's responsibility to maintain.

#### **Article 5 Effect of Breach**

- 5.1 If the Customer is in default any of the terms and conditions of this Agreement, and notwithstanding the termination of this Agreement, Access Communications shall have the option to exercise, without notice, any one or more of the following remedies without prejudice to any other rights it may have under this Agreement or otherwise:
- (a) to discontinue or remove any and all of the Access Communications Equipment, including the INTERNET system and related Equipment, wherever it may be located without any order or other process of law;
  - (b) to declare the entire amount of any unpaid charges hereunder immediately due and payable to Access Communications without further demand or notice; and
  - (c) to proceed in a court of law and recover all charges accrued or thereafter accruing for the term of this Agreement.

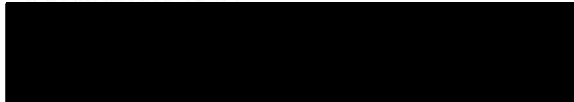
## Article 6 Miscellaneous

### 6.1 Notice

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be given by prepaid mail, by facsimile or other means of electronic communication or by hand delivery as set forth below. Any such notice or other communication, if mailed by prepaid mail at any time other than during or within three business days (days other than Saturday, Sunday and statutory holidays) prior to a general discontinuance of postal service shall be deemed to have been received on the fourth business day after the post-marked date thereof, or if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the business day following the sending, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to a senior employee of the addressee at such address with responsibility for matters to which the information relates. Notice of change of address shall also be governed by this section. In the event of a general discontinuance of postal service, notices or other communications shall be delivered by hand or sent by facsimile or other means of electronic communication and shall be deemed to have been received in accordance with the foregoing. Notice and other communications shall be addressed as follows:

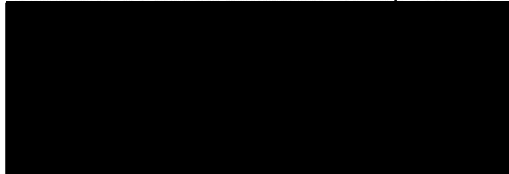
(a) If to Customer:

OFFICE OF THE SASKATCHEWAN  
INFORMATION AND PRIVACY  
COMMISSIONER



(b) If to Access Communications:

Access Communications Co-operative Limited



### 6.2 Force Majeure

Performance by either party of all or any part of its obligations under this Agreement may be suspended during the period and to the extent that such performance is delayed or prevented by a disabling cause (a "force majeure"), beyond the reasonable control of the party, excluding lack of funds, but including, without limitation, any act of God, sabotage, fire or fire hazard, riot, storm, flood, spill, escape, explosion, equipment failure, epidemic, acts of terrorism, war and acts of war or government restriction. In the event that a party invokes this Section 6.2, it shall:

- (a) promptly notify the other party, in writing, of the particulars of the cause upon which it relies, including the date of its commencement;
- (b) promptly notify the other party, in writing, after such cause ceases to exist; and
- (c) recommence the performance of the suspended obligation hereunder as soon as such cause ceases.

### 6.3 LIMITATION OF LIABILITY

UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THESE TERMS OF SERVICE, ACCESS COMMUNICATIONS WILL NOT BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES AND PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE USE OF THE SERVICE BY THE CUSTOMER OR ANY OTHER USE OF THE EQUIPMENT OR SERVICE, OR OTHERWISE IN CONNECTION WITH THESE TERMS OF SERVICE, INCLUDING WITHOUT LIMITATION, ANY DAMAGE RESULTING FROM OR ARISING OUT OF THE CUSTOMER'S RELIANCE ON OR USE OF THE EQUIPMENT OR SERVICES, OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION, OR ANY FAILURE OF PERFORMANCE OF THE EQUIPMENT OR SERVICE, OR ANY CLAIM THAT THE USE OF THE EQUIPMENT OR SERVICES BY THE CUSTOMER OR A THIRD PARTY INFRINGES THE COPYRIGHT, PATENT, TRADE-MARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

THE FOREGOING LIMITATION OF LIABILITY, AND ALL OTHER LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS AGREEMENT APPLY TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF ACCESS COMMUNICATIONS, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES, AND APPLY IN RESPECT OF ANY CLAIMS, LOSSES, ACTIONS, DEMANDS, DAMAGES, SUITS OR PROCEEDINGS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER SUCH RIGHTS, BREACH OF A FUNDAMENTAL TERM, FUNDAMENTAL BREACH, STRICT LIABILITY OR OTHERWISE.

THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES UNDER THESE TERMS OF SERVICE ARE AS EXPRESSLY SET OUT IN THESE TERMS OF SERVICE. IN NO EVENT SHALL ACCESS COMMUNICATIONS' LIABILITY UNDER THIS AGREEMENT EXCEED A REFUND, UPON WRITTEN REQUEST FROM CUSTOMER, OF CHARGES FOR THE AFFECTED SERVICE PROPORTIONATE TO THE LENGTH OF TIME A PROBLEM EXISTED WITH SUCH SERVICE.

THE CUSTOMER HEREBY AGREES TO INDEMNIFY ACCESS COMMUNICATIONS, ITS SUPPLIERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (FOR WHOM IN THIS REGARD ACCESS COMMUNICATIONS IS ACTING AS

TRUSTEE AND AGENT) FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, ACTIONS, DEMANDS, DAMAGES, SUITS, PROCEEDINGS, COSTS, EXPENSES AND LIABILITIES, INCLUDING LEGAL FEES, WHICH MAY BE MADE AGAINST, SUFFERED OR INCURRED BY ANY OR ALL OF THEM ARISING OUT OF OR IN CONNECTION WITH ANY IMPROPER OR UNAUTHORIZED USE BY CUSTOMER OR THIRD PARTIES OF THE EQUIPMENT OR SERVICE, AND ANY OTHER BREACH BY THE CUSTOMER OF THIS AGREEMENT.

#### 6.4 Invalidity

If any provision of this Agreement is declared invalid such provision shall be deemed severed and shall not effect the remaining provisions. This Agreement is the entire Agreement between the parties regarding the subject matter of this Agreement and supersedes all prior negotiations and agreements and may only be modified in writing by the parties to this Agreement.

#### 6.5 Amendment

Except as otherwise contemplated herein, no amendment or modification of the terms and conditions of this Agreement or any Schedules shall be binding on a party unless it is in writing and signed by both of the parties.

#### 6.6 Waivers

No waiver of any provision of this Agreement or Schedules shall be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby, or imply a waiver of that provision for the future or any other provisions of this Agreement or any Schedule, unless the waiver expressly so states.

#### 6.7 Governing law and Attornment

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein. The parties agree that the courts of Saskatchewan will have non-exclusive jurisdiction to determine all disputes and claims arising between the parties.

#### 6.8 Successors and Assigns

This Agreement extends and includes the Customer, its successors and assigns, and the word "Customer" shall mean and extend to and include the Customer, its successors and assigns.

#### 6.9 Binding Effect

This Agreement shall be binding upon and endure to the benefit of the parties and their respective successors, and permitted transferees or assigns.

### **Article 7. Confidentiality**

#### 7.1 This Agreement and all documents, data, information and other materials which are disclosed by one party to the other party in implementing the Agreement and providing or

using the INTERNET Services, are and shall be confidential (the "Confidential Information"). Neither party shall divulge or otherwise disclose the Confidential Information to any third-party without the prior written consent of the other party, except that either party may make disclosure on a need-to-know basis to those employees required for the implementation or performance of this Agreement. In addition, either party may make disclosure as required by a court order or as otherwise required by law or in the performance of a party's obligation (or those of its Affiliates) as a public company. If either party is required by law or similar process to disclose any Confidential Information, it will provide the other party with prompt prior written notice of such request or requirement so that such party may seek an appropriate protective order and/or waive compliance with this Article 7. The party whose consent to disclose information is required shall respond to such request, in writing, within five (5) business days of the request by either authorizing the disclosure or advising of its election to seek a protective order, or if such party fails to respond within the prescribed period the disclosure shall be deemed approved.

7.2 Upon termination of this Agreement for any reason or upon request of a party, each party shall return all Confidential Information, together with any copies of the same to the other party.

7.3 The provisions of Article 7 shall survive expiration or other termination of this Agreement.

#### **Article 8. Additional Terms of Service**

8.1 The additional terms of service for internet service includes acceptable usage as per Schedule B are part of this agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the Effective Date set forth above.

#### **OFFICE OF THE SASKATCHEWAN INFORMATION AND PRIVACY COMMISSIONER**

Per   
(Signature)

Tristan Hungle

(Print Name & Title)

Executive Director of Corporate Services

#### **ACCESS COMMUNICATIONS CO-OPERATIVE LIMITED**

Per   
(Signature)

Ryan Howard, Senior Manager, Marketing & Sales

#### **ACCESS COMMUNICATIONS CO-OPERATIVE LIMITED**

Per   
(Signature)

Darcy Porter, Manager, Business Solutions

## Schedule of Services

(Service Order Form)

**Date:** April 24, 2024

**Internet Services Agreement Number:** 2024.04.24

**Customer Trading/Operating Name:** OFFICE OF THE SASKATCHEWAN INFORMATION AND PRIVACY COMMISSIONER

**Initial Service Term:** 60 months

**In Service Date:** TO BE DETERMINED

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**Internet Services Agreement Number:** 2024.04.24

**Service Address:** 503 - 1801 Hamilton St, Regina, SK

Service	Location	Description	Qty	Rate	MRC*	NRC*
Internet Connection	503 - 1801 Hamilton St	75 Mbps x 10 Mbps	1			
<b>Total MRC</b>						
Installation Fee						
<b>Total NRC</b>						

\*MRC – Monthly Recurring Charge    \*NRC – Non-Recurring Charge



Access shall maintain Internet Service Connectivity for OFFICE OF THE SASKATCHEWAN INFORMATION AND PRIVACY COMMISSIONER, located at 503 - 1801 Hamilton St, Regina, Saskatchewan:

- Access shall provide the OFFICE OF THE SASKATCHEWAN INFORMATION AND PRIVACY COMMISSIONER with an Internet connection, which shall be located at customer's premise.
- Access shall be responsible for providing one router for each service for the purposes of Internet delivery.
- Internet Modem bandwidth delivery is up to the bandwidth commitment.
- Access Communications will provide 30 days notification of any rate of bandwidth changes



The Parties, by their duly authorized representatives acknowledge having reviewed and understood the terms and conditions set out herein and agree to being bound by this Schedule of Services for Internet Services Agreement 2024.04.24, an attachment to the Internet Services Agreement.

## SIGNATURES

ACCESS COMMUNICATIONS CO-OPERATIVE LIMITED		CUSTOMER	
Representative (Print)	Representative Phone Number	Legal Name (Print)	
		OFFICE OF THE SASKATCHEWAN INFORMATION AND PRIVACY COMMISSIONER	
Representative IDNumber	Representative Signature	Authorized Signatory	
	X		
Access Communications Name (Print)	Authorized Signatory	Customer Authorized Name (Print)	Authorized Customer Phone Number
Ryan Howard	X	Tristan Hungle	X 306-798-2261
Title	Date	Title	Date
Senior Manager, Marketing & Sales	X May 6, 2024	Executive Director of Corporate Services	X May 6, 2024
Access Communications Name (Print)	Authorized Signatory		
Darcy Porter			
Title	Date		
Manager, Business Solutions	X May 6, 2024		