

FACILITIES ATTACHMENT LICENSE AGREEMENT

This Agreement made this 10th day of March, 2014

This Facilities Attachment License Agreement (this "**Agreement**") between the City of Penticton (the "**City**") and Shaw Cablesystems Limited ("**Shaw**") outlines the terms agreed to by the parties regarding the granting of access to and use by Shaw of certain City facilities for the purpose of the provision of Shaw's Wi-Fi services.

In consideration of the mutual agreements and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Shaw and the City agree as follows:

1. **Grant:** Upon and subject to the terms of this Agreement, the City hereby consents and grants to Shaw, its employees, servants and agents, a non-exclusive right and license to access any of the City's commercial streets, facilities, parks, arenas and stadiums, posts and street lights which are owned by or under the direction, control and management of the City specifically listed in Schedule "A" attached hereto (collectively, the "**Facilities**") to attach, install, operate and maintain in or on the Facilities certain telecommunication devices, cable and related equipment (collectively, the "**Work**"), for the sole purpose of transmission, emission or reception of signs, signals, writings, images, sounds or intelligence of any nature related to Shaw's Wi-Fi services (the "**Purpose**"). Shaw acknowledges that the license granted by this Agreement relates exclusively to the installation, operation and maintenance of the Work and does not permit the installation of any other works or equipment in, on or to the Facilities. Any additional facilities owned and operated by the City to which Shaw wishes access and use for the Work shall be submitted in writing to the City for its approval and upon Shaw's receipt of the City's approval and upon Shaw installing Work at such facilities such facility shall be deemed to form part of the Facilities, and Shaw's use shall be governed by the terms and conditions of this Agreement.

2. **Term:** The term of this Agreement shall commence on March 10, 2014 and shall continue for a period of five (5) years (the "**Term**") unless earlier terminated as provided herein. Prior to the expiration of the Term the parties shall enter into meaningful negotiations to renew the Term for a further term. Either party may immediately terminate this Agreement by written notice to the other party, if the other party breaches any of its material obligations hereunder and fails to remedy or commence actions to remedy such breach within thirty (30) days of receipt of notice from the non-breaching party.

3. **License Requirements:** Shaw and City shall establish an approval process for installations of the Work on and/or in the Facilities prior to the commencement of any Work in any of the Facilities.

4. **Compliance with Law:** Nothing in the Agreement relieves Shaw of any requirement to observe and comply with the provisions of the Bylaws of the City. Shaw shall comply, at its own expense, with all applicable laws, regulations, bylaws, orders and decision of any federal, provincial, local or other government or authority having jurisdiction.

5. **Work on the Facilities:** Shaw shall:

(a) ensure that all Work is carried out in a good, workmanlike and timely manner;

(b) not unduly interfere with the Facilities by causing loss of use of some or all of the Facilities or its services during normal working hours or by creating any potentially unsafe or hazardous condition;

(c) comply with all applicable construction and safety laws, regulations and codes; and

(d) be responsible for all costs for the Work.

Upon completion of the Work, Shaw shall restore and repair any damage caused by the Work to any Facilities to the same or similar condition of the Facility prior to the Work.

6. No Interference:

The City shall not, nor shall it grant any other person a right to, alter, remove or physically block access to any of the Work if such action would hinder, obstruct or impede Shaw's ability to maintain and operate the Work for the Purpose unless required by the City in an emergency situation. Shaw shall not alter, remove or physically block access to any City property or third party property located at or on the Facilities without the City's prior written approval. The parties agree that upon receipt of notice by the other party of any interference described above the parties shall, as soon as reasonably practicable, make inquiries to determine the cause of the interference and make or cause to be made such reasonable adjustments to eliminate the interference and to ensure the adequate function of internet services and equipment within the Facility. For the purpose of clarity, neither party is responsible for any interference caused by radio waves or other technologies used by any person at the Facilities where the Work is located.

Shaw agrees that any wireless internet services and related equipment located on the Facilities as of the date of the Agreement shall have priority over the Work in the case of interference or conflict. Shaw, upon receipt of notice of interference, will take all reasonable steps to eliminate the interference and to ensure the ongoing functionality of the existing services and equipment.

7. Indemnity:

Shaw releases and further agrees to indemnify the City, its elected officials, appointed officers, employees, agents and contractors from and against all lawsuits, damages, costs, expenses, liability or fees (including reasonable legal fees on a solicitor and own client basis) ("Claim") which Shaw, its employees and contractors, or any of them or anyone else may incur, suffer or allege by reason of: (i) Shaw's Work in or on a Facility approved by the City pursuant Sections 1 and 3; or (ii) such person's use of Shaw's Wi-Fi services at a Facility approved by the City pursuant Sections 1 and 3 where Shaw has installed Work, unless caused by the acts or omissions of the City or by any person it is responsible for in law. If Shaw and the City jointly cause a Claim, the parties will share the liability in proportion to their respective degree of causal responsibility.

Shaw's agreement to release and indemnify the City is subject to the City providing: (i) prompt written notice of the Claim to Shaw; (ii) all information that the City has with respect to the Claim; (iii) Shaw the sole right to control and direct the defence and any settlement of such Claim; and (iv) reasonable assistance to Shaw in the defence of a Claim. Shaw may settle a Claim in its sole discretion without approval by the City provided that such settlement requires no more than the payment of money and results in the final, full and complete release of the City. Any proposed settlement which would require the City to admit wrongdoing to take or refrain from taking any action shall require the prior written approval of the City, acting reasonably.

The indemnification obligations set out in this Section 7 shall survive the termination of this Agreement.

8. Insurance: Shaw shall maintain general liability insurance, with an insurer satisfactory to the City, to protect from claims for damages, personal injury, including death, and for claims from property damages which may arise from the Work. Such insurance limits shall not be less than five million dollars (\$5,000,000.00) for each occurrence and shall add the City as an

additional insured, and Shaw shall be responsible for any deductible amounts under the insurance policy. Upon request, Shaw shall provide to the City evidence that satisfies the City that the insurance required herein has been obtained and is in force.

Shaw shall ensure that the Work is carried out in conformity with the *Worker's Compensation Act*, R.S.B.C. 1996, c. 492, as regards to employee coverage and benefits and safety regulations

9. Abandonment: Shaw may abandon its use of part or all of the Facilities at any time during the Term. Shaw shall remove, upon written request, any of the Work it abandons that is installed on Facilities. Within sixty (60) days of abandonment of a Facility, whether during or at end of the Term, Shaw will return the Facility that has been abandoned to its original state, reasonable wear and tear excepted, unless otherwise agreed in writing by Shaw and the City. If Shaw fails to return the Facility to its original state pursuant to this section, the City may remove the Work and restore the areas and the reasonable direct costs incurred by the City shall be payable by Shaw upon receipt of an invoice from the City.

10. Relocation: If at any time during the Term, the City plans to relocate a Facility that has Work attached to it, the City shall provide Shaw with no less than ninety (90) calendar days notice unless such relocation is required in an emergency situation. Shaw shall at its cost remove the Work from the affected Facility immediately upon the expiry of the notice period. If Shaw fails to remove such Work, the City may remove the Work and the reasonable direct costs incurred by the City shall be payable by Shaw, upon receipt of an invoice from the City. If the affected Facility is moved to a new location, Shaw shall be permitted to relocate its Work to the Facility at the new location; or in the alternative if such relocation is not feasible or if the new location is not in the immediate area of the original site, the City will reasonably assist Shaw in finding a suitable alternative location for such Work.

11. Consideration: In consideration of the grant herein by the City to Shaw, Shaw hereby agrees to:

a) offer the general public complimentary access to use the Shaw Go WiFi services during the Term. Such general public access will be subject to:

- i. Use is limited to each Facility where Shaw has installed attachment points and will include use at any other non-City outdoor facility located along Main Street, Penticton, BC where Shaw has installed outdoor access points to Shaw's aerial distribution system and is operating it Shaw Go WiFi services from such aerial system;
- ii. Use is subject to user agreeing to Shaw's Public WiFi Access Terms of Use;
- iii. Non auto-authentication is provided;
- iv. Guest Login Profile creation, requires guest to provide: name, address, phone number and email and such other information as may be necessary for Shaw to provision the WiFi services;
- v. Service is offered at up to 5 mbps download speeds;
- vi. Data cap is set at 250 MB (per month); and
- vii. Additional service access and restriction are identified in Shaw's Public WiFi Access Terms of Use;

b) pay to the City an administration fee of \$36.00 per year per Shaw inside WiFi device and \$96.00 per year per Shaw outside WiFi device. The count will be based upon the maximum number of Shaw devices installed at any point in the year. Shaw will, no later than 30 days following the contract anniversary date submit to the City the maximum number of devices installed at any point during the year and the City shall invoice Shaw

based on that number. This fee shall increase annually by the percentage rate equal to the percentage increase in its residential power rate.

- c) provide technical support to the City 24 hours per day and seven days per week, for all reported Shaw WiFi service connection errors and such support required to respond to any maintenance requirements for the Work in a timely manner Shaw will provide to the City an email address to contact Shaw to report any issues related to Shaw's Work at any Facility. Notwithstanding the foregoing or any other provision hereunder, if any user of the Shaw Go WiFi services contacts the City asking for technical support or with any questions or concerns regarding Shaw's Go WiFi services the City shall instruct such users to contact Shaw directly and the City acknowledges and agrees that it has no authority to provide any technical support for such users with use of the Shaw Go WiFi services;
- d) provide City branding on the WiFi guest user sign-on page and provide the option to redirect successful guest logons to a specific City web site as directed by the City. A Change Request Process will be provided to the City for requesting a change to the specific landing web page as required. Shaw will make reasonable changes agreed to within sixty (60) days of the approved change request; provided that, Shaw will endeavor to complete those changes within ten (10) business days of the date Shaw agreed with the City to make the change. City agrees that it shall be limited to two (2) change request per calendar year; and,
- e) meet with the City at least semi-annually where the City will identify future community event(s) planned at any Facility where Shaw has installed Work that may significantly affect the usage of the free guest WiFi access described in subsection 10 (a) above. Shaw agrees to make temporary changes to the data usage limits at such Facility during the applicable event; provided that: i. the technology required to make such changes is currently used by Shaw; and ii. Shaw is not required to install additional Work or if Shaw agrees to install additional Work, it shall not be obligated to remove that Work after such event; and iii. any costs associated with the making the required changes are minimal.

12. Promotion and Signage: Shaw shall not place any Shaw advertising on or in any Facility or the Work without the City's prior written consent. If Shaw intends to reference a Facility in any promotion or advertising for Shaw's services, Shaw shall obtain the City's written approval of advertisements and promotional material prior to distribution of such materials, which approval may be withheld at the City's sole discretion.

13. Costs: Shaw is solely responsible for paying for:

- a) all capital costs related to installations for the Work, including, but not limited to, access point hardware and software, network and telecommunications equipment, accessories and backhaul equipment; and
- b) all operating, support and maintenance costs of the Work excluding the cost of power consumption.

The City of Penticton will pay for the power used by the Works.

14. Facilities Accepted As Is: Shaw accepts the Facilities on an as is, where is basis, and acknowledges that the City has made no representations or warranties respecting the suitability or condition of the Facilities.

15. Ownership: The City acknowledges that notwithstanding any rule of law or equity to the contrary, all Work installed by Shaw will remain the property of Shaw even though it is attached to the Facilities.

16. Governing Law: This Agreement will be governed by and construed under the laws of the Province of British Columbia. The parties agree to submit any dispute regarding this Agreement to the exclusive jurisdiction of a competent court located within the Province of British Columbia.

17. Binding Agreement: The parties agree that this Agreement and the agreements and understandings set out herein will be binding upon and enforceable against the parties hereto and their respective heirs, executors, successors and assigns.

18. No Assignment: Shaw shall not enter into, consent to or permit an assignment of rights granted in this Agreement in whole or in part without the express prior written approval of the City.

19. Notice: Any notice, request or statement or other writing pursuant to this Agreement shall be in writing and sent by registered mail, mail or by facsimile to:

To the City:
The City of Penticton
City Hall, 171 Main Street
Penticton, BC V2A 5A9
Attention: IT Manager
Fax:
Corporate

To Shaw:
Shaw Cablesystems Limited
Suite 900, 630 – 3rd Avenue SW
Calgary, AB T2P 4L4
Attention: VP, Operations
with a copy to General Counsel and

Secretary
Fax: 403-716-6544

Each Notice will be deemed to have been given or made as follows:

- (a) if delivered by hand, on the day delivery is completed;
- (b) if delivered by facsimile or electronic mail by 4:00 pm., on the day of transmission, and if delivered by facsimile or electronic mail after 4:00 pm, on the first Business Day following, as confirmed by the sender's facsimile machine transmission report or the recipient's email acknowledgement; and
- (c) if delivered by registered mail, seven (7) days following the date of mailing by sender.

20. Entire Agreement: The provisions herein contained constitute the entire agreement between the parties and supersede all previous communications, representations and agreements whether verbal or written between the parties.

21. No Joint Venture: Nothing contained in this Agreement creates a relationship of principal and agent or of partnership or joint venture between the parties nor does it give one party an authority or power to bind the other party in any way.

22. General

- (a) Except as may be specifically agreed in writing, no action or failure to act by the City or Shaw shall constitute a waiver of any right or duty afforded any of them

under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder.

(b) A provision in this Agreement granting the City a right of approval must be interpreted as granting a free and unrestricted right to be exercised by the City in its discretion.

(c) If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

(d) Whenever the singular or masculine is used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context so requires.

(e) In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.

(f) The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the construction hereof.

(g) This Agreement may be executed in counterparts and when the counterparts have been executed by the parties, each originally executed counterpart, whether a facsimile, photocopy or original, will be effective as if one original copy had been executed by the parties to this Agreement.

(h) Time is of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

SHAW CABLESYSTEMS LIMITED

by its authorized signatory:



Name/Title:)

Greg Pultz
Group Vice President, Wifi

CITY OF PENTICTON

by its authorized signatory(ies):



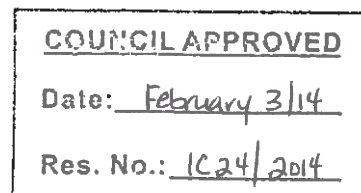
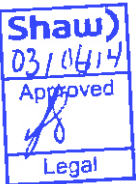
Name/Title:)

GARRY LITKE
MAYOR



Name/Title:)

DANA SCHMIDT
CORPORATE OFFICER



Schedule "A" List of Facilities

| Location | Address | City | Avg Est AP's |
|----------|---------|------|--------------|
|----------|---------|------|--------------|

The locations below will be considered for deployment as part of the Penticton Municipal agreement:

| Lite Post | Street Light | On/Off Net | Timeline |
|-----------|--------------|------------|----------|
| 5 | 0 | | |

Commercial Streets:

| Location | Address | City | Lite Post | Street Light | On/Off Net | Timeline |
|--------------|---|------------|-----------|--------------|------------|-----------|
| Nanaimo Ave | From Martin Street to Main Street | | 2 | | On | 4-6 weeks |
| Front Street | From Main to Ellis/creek | | 3 | | On | 4-6 weeks |
| Main Street | From Westminster Ave W to Eckardt Ave E | Shaw Plant | 3 | | On | 4-6 weeks |

| 19 Indoor | 16 Outdoor |
|-----------|------------|
|-----------|------------|

Facilities:

| Location | Address | City | 19 Indoor | 16 Outdoor | On/Off | Timeline |
|----------------------------|-----------------------|-----------|-----------|------------|--------|-----------|
| City Hall | 171 Main Street | Penticton | 2 | | On | 1-2 weeks |
| Public Library | 785 Main Street | Penticton | 2 | | Off | 4-6 weeks |
| Museum & Archives | 785 Main Street | Penticton | 2 | | Off | 4-6 weeks |
| Community Centre & Pool | 325 Power Street | Penticton | 2 | | On | 1-2 weeks |
| Leir House Cultural Centre | 220 Manor Park Avenue | Penticton | 2 | | Off | 4-6 weeks |
| Penticton Art Gallery | 199 Marina Way | Penticton | 2 | | On | 1-2 weeks |

| Approximate Rollout | Timeline | # Sites | # Aps |
|---------------------|------------|---------|-------|
| | 1-2 weeks | 6 | 15 |
| | 4-6 weeks | 5 | 11 |
| | 6-8+ weeks | 6 | 14 |

| Summary | |
|--------------|-----------|
| Lite Post | 5 |
| Indoor | 19 |
| Outdoor | 16 |
| Total | 40 |

Parks:

| | | | | | | |
|--|---|-----------|--|---|-----|------------|
| Gyro Park | On Main Street @ Lakeshore Drive | Penticton | | 2 | Off | 6-8+ weeks |
| Okanagan Lake Park | On Lakeshore Drive, East of Penticton Lakeside Resort | Penticton | | 2 | Off | 6-8+ weeks |
| Skaha Lake Park & Rotary Centennial Pavilion | Skaha Lake Road & Parkview Street | Penticton | | 4 | Off | 6-8+ weeks |

Schedule "B"
Shaw's Public WiFi Access Terms of Use

PUBLIC WIFI ACCESS

TERMS OF USE

IMPORTANT! READ THIS DOCUMENT.

You are about to access the internet through a wireless Hotspot provided by Shaw Cablesystems G.P. ("Shaw"). The access to the Internet (the "Service") is provided via one or more wireless access points (together referred to as a "Hotspot") located at certain facilities, which may include recreational facilities, owned and/or operated by a city, town or other district ("the Municipality") utilizing one or more of the 802.11 a/b/g/n/an frequency protocols commonly referred to as "Wi-Fi". Your use of the Service is governed by the terms and conditions contained herein ("the Agreement"). YOUR USE OF THIS SERVICE CONSTITUTES YOUR ACKNOWLEDGEMENT AND ACCEPTANCE THAT: A) YOU AGREE TO THESE TERMS AND CONDITIONS; B) YOU ARE CONSENTING TO SHAW USING YOUR PERSONAL INFORMATION TO SEND YOU SHAW MARKETING OR OTHER ADVERTISING MATERIALS AND/OR SURVEYS; AND C) THESE TERMS AND CONDITIONS CREATE A LEGALLY BINDING CONTRACT. IF YOU DO NOT INTEND TO BE LEGALLY BOUND TO THESE TERMS OF USE DO NOT USE THE SERVICE.

By clicking your acceptance to this Agreement or by accessing or using the Service, you represent that you are of legal age or that your parent(s) or legal guardian(s) have consented to your use. Further, you represent that you have read all of the terms and conditions of this Agreement, understand them, and agree to be legally bound by them. Shaw may modify this Agreement and any related policies at any time without your consent or authorization, including the addition or modification of fees, pricing, use or termination of the Service, or any components thereof ("Revisions") by posting such Revisions to the Shaw website located at www.shaw.ca. Revisions are effective upon posting. Each time you use the Service, it is your responsibility to review this Agreement for any changes prior to such use. Your use or continued use of the Service shall be deemed to be your acceptance of the modified Agreement. If you do not agree to any modification of the Agreement, do not use the Service.

1. Service Access and Availability

Your right to use the Service is not transferable or assignable. Any password or right given to you to obtain information or documents is not transferable or assignable. If registration is requested, you agree to provide us with accurate and complete registration information. Each registration is for your personal use only and not on behalf of any other person or entity. You are responsible for preventing such unauthorized use.

Your access to the Service is completely at the discretion of Shaw and may be blocked, suspended or terminated at any time for any reason including, but not limited to, any violation of this Agreement. Access to the Service may be limited by number of devices and/or total data usage per month. Service coverage, speeds and quality may vary and is subject to service failures, transmission errors, equipment or network problems or limitations, interference, lack of signal strength and maintenance and repair, and the Service may be interrupted, refused, limited or curtailed by Shaw for any reason whatsoever.

2. Use of Service

You are not permitted to resell or otherwise make the Service available to any other person whomsoever.

You are fully responsible for your activities while using the Service (including without limitation, for any content, information and other materials you access or transmit via the Service), and that you shall bear all risks relating to your use of the Service. You are responsible for paying all fees and charges of third party vendors whose sites, products or services you access, buy or use via the Service.

Use of the Services for any activity that violates Local, Provincial, Federal or International law, order or regulation (collectively, "Prohibited Activities"), including, without limitation, using the Service for child pornography, is a violation of this Agreement. Examples of Prohibited Activities include but are not limited to: a) posting, storing, transmitting or disseminating material, content and/or data which is libellous, obscene, hateful, unlawful, threatening, harassing or ethnically offensive, defamatory or which constitutes or encourages unlawful conduct and/or which would constitute a criminal offense; b) sending or receiving any material that could be considered obscene, pornographic or indecent pursuant to applicable law; c) disseminating material which violates copyright or intellectual property rights. You assume all risk regarding the determination of whether material is in the public domain; d) pyramid schemes or other illegal

soliciting schemes; and/or e) fraudulent activities, including, but not limited to, impersonating any person or entity, or forging anyone's digital or manual signature.

You agree to cooperate with Shaw in any fraud investigation and to use any fraud prevention measures we prescribe.

3. Marketing and Shaw's use of Wi Fi Data

You understand and agree that Shaw may from time to time: (i) use the contact information you provided when registering for the Services to send you advertising materials and/or surveys; (ii) use location or other data generated from your use of the Service to deliver general or user specific messaging or advertising from Shaw or a third party to the browser you are using to access the Internet; (iii) superimpose the Service "watermark" bearing Shaw's logo over portions of website pages you visit. You understand and agree that such watermark is intended solely to identify the Service as the source of your wireless Internet access service, and that this in no way indicates Shaw's approval of or responsibility for the content of such websites, which are solely the responsibility of the website operators and/or content providers. You agree that you will not seek to hold Shaw responsible in any way for any third party website content or the operation of any third party website accessed via the Service, or for the appearance of our Service "watermark" over a portion of any website.

4. Traffic Management Policies

Shaw uses traffic management policies to ensure proportional access to its network for all Shaw Internet customers. Some Peer-to-Peer (P2P) applications used for non real-time file sharing can consume a disproportionate amount of upstream bandwidth causing disruption to other customers on Shaw's network. Shaw's traffic management policies were introduced to quickly address any upstream congestion caused by these P2P applications while standard network expansion activities are undertaken to increase the bandwidth availability for all users.

Shaw's traffic management policies come into effect only if upstream network congestion occurs on a network segment. If congestion occurs, the traffic management policies reduce the amount of upstream bandwidth available for P2P applications completing non real-time file transfer activity to 80 kbps per end-user.

Shaw's traffic management policies do not affect download speeds and will not affect real-time interactive activities such as on-line gaming, banking, e-mail or VoIP services. For the majority of Shaw customers the Internet experience is unaffected by our traffic management policies and both upstream and downstream bandwidth will be available to ensure the full operation of any application.

The traffic management policies implemented by Shaw use IP addresses to make real-time traffic management decisions in relation to Shaw's network. Since IP addresses have the potential to be linked to an individual's customer account, IP addresses could be considered personal information. The traffic management policies implemented by Shaw do not involve capturing, storing or archiving this information in any way.

5. Consent to Monitoring and Collection of Information

Shaw reserves the right to monitor and log the use of the Service to ensure compliance with this Agreement or applicable law, however, Shaw is under no obligation to do so. Upon receipt of a valid subpoena or warrant issued or an order made by a court, person or body with jurisdiction to compel the production of information Shaw may be required to disclose your personal information or the logs relating to your use of the Service. We reserve the right to terminate your access immediately and without advance notice if we, in our sole discretion, become aware of improper or harmful activity, or if we believe that you have violated any of the restrictions herein. If we suspect violations of any restrictions or of improper or harmful activity, we will investigate and, where appropriate, we may (a) institute legal action, (b) deactivate the Service or your access to the Service without prior notice to you, and/or (c) cooperate with law enforcement authorities in bringing legal proceedings against violators. By reserving the right to monitor and log connections, Shaw does not assume any duties or responsibilities to you or to anyone else.

You acknowledge and agree that all personally identifiable information collected from you by Shaw at registration or at any time after registration may be used by Shaw for the purpose of provisioning of the Service to you, to address Service or abuse issues, apply with applicable law and to monitor our network performance. You hereby acknowledge that Shaw and its affiliates may retain and use any information, comments or ideas conveyed by you relating to the Service (including any products and services made available on the Service). This information may be used for any purpose as determined by Shaw. Shaw's use of your personal information is subject to Shaw's Privacy Policy which can be found on www.shaw.ca.

6. Content Disclaimer

Some content, products or services ("Content") available with or through the Service may be offensive to you or may not comply with applicable laws. You understand that neither Shaw nor any of its affiliates attempt to censor or monitor any such Content. You assume total responsibility and risk for access to or use of such Content and for use of the Internet.

Shaw and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of such Content. Shaw's actions or inaction under this section shall not constitute review or approval of your use.

7. Limitation of Liability

You acknowledge and agree that the Service is provided as a privilege and does not impose liability of any kind or in any amount on Shaw, its affiliates, employees or its agents and/or on the Municipality, its officers, employees, servants and agents. Under no circumstances shall Shaw and/or the Municipality be liable to you or any third party for: (i) any direct, indirect, special, or consequential damages, including, without limitation, loss of profits and loss of business opportunities that result in any way from this Agreement, including your use of the Service or access to the Internet, or any part thereof, or your reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion or corruption of files, errors, defects, delays in preparations, or transmission, or failure of performance, or (ii) any losses or expenses (including legal fees) arising out of, or in connection with any allegation, claim, suit or other proceeding based upon a contention that the use of the Service by you or a third party using your access privilege infringes the intellectual property rights or contractual rights of any third party. If you are dissatisfied with the Service, or with this Agreement, your sole and exclusive remedy is to discontinue using the Service. You agree that the limitations in this section shall be deemed to apply to all causes of action and all legal theories, without regard to whether the damages arise from breach of contract, breach of warranty, negligence or other torts, or any other cause of action, however stated.

For the purposes of this section 7, any reference to "Shaw" includes Shaw, its partners and affiliates, and their respective directors, officers, employees, servants and agents and any reference to "the Municipality" includes the Municipality, its officers, employees, servants and agents.

8. Warranty Disclaimer

You assume all responsibility and risk for use of the Service. THE SERVICES ARE PROVIDED BY SHAW "AS IS" AND "AS AVAILABLE" WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. SHAW DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICES. SHAW DOES NOT WARRANT THAT ANY DATA OR COMMUNICATION SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME, OR THAT ANY CONTENT OR OTHER MATERIAL ACCESSIBLE ON OR FROM THE SERVICES ARE FREE OF DEFECT, ERROR OR VIRUSES. SHAW DOES NOT WARRANT THE CONTENT, INCLUDING WITHOUT LIMITATION CONTENT OF ANY PROGRAMMING AND/OR ADVERTISING, THAT IS ACCESSIBLE ON OR FROM THE SERVICES. ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NONINFRINGEMENT, OR ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABLE QUALITY WITH REGARD TO ANY MERCHANDISE, INFORMATION, PROGRAMMING, ADVERTISING, CONTENT OR SERVICE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE EXPRESSLY DISCLAIMED AND HEREBY EXCLUDED.

9. Indemnification

Neither Shaw nor the Municipality shall be liable for, and you shall indemnify and save Shaw and the Municipality harmless from and against all suits, claims or judgments howsoever arising out of any of the following: (i) claims for libel, slander, infringement of copyright, trademark or other intellectual property rights or contractual rights of any third party or based on any other legal theory howsoever arising from the material, data or other content from the Service; (ii) any losses, damages, expenses or costs (including legal fees) arising out of or in connection with any claim, or other proceeding alleging the use of the Service by you or a third party infringes any intellectual property rights or contractual rights of any other third party; or, (iii) any third party claims by those to whom you provide access to the Service.

For the purposes of this section 9, any reference to "Shaw" shall include Shaw, its partners and affiliates, and their respective directors, officers, employees, servants and agents and any reference to "the Municipality" includes the Municipality, its officers, employees, servants and agents.

10. Privacy and Security

You understand and agree that you shall have no expectation of privacy or security in your access or use of the Service. Wireless internet connections such as that provided through the Service are not secure. Hotspots, unless otherwise stated, do not provide any level of encryption (such as WEP, WPA or other encryption and authentication mechanisms). Communications may be intercepted by others and your equipment may be subject to surveillance and/or damage. Hotspots represent additional security risks as compared with wired Internet connections because access to your compatible device is possible without being physically connected to your device. Shaw cannot ensure or guarantee privacy or security for users of the Service, therefore it is strongly recommended (and it is your responsibility) to ensure

that the configuration of your computer is secure. You acknowledge that Shaw makes no assurance that your communications or activities will be or will remain private or secure, and you agree that Shaw assumes no responsibility in that regard. You further agree that you, and not Shaw, are solely responsible for your own privacy and security in using the Service, and for implementing any protections you deem to be appropriate to protect and secure your privacy, and your activities, hardware, software and systems.

If you choose to use the Service to access websites, services or content, or purchase products from third parties, your personal information may be available to a third-party provider. Shaw has no responsibility for how third parties use your personal information.

11. Termination of Service

Shaw reserves the right to suspend or discontinue providing the Service in all or in part, or to terminate your access to the Service, at any time and for any reason, in its sole discretion, with or without notice. Upon any termination, your rights to use the Service will immediately cease.

12. Miscellaneous

This Agreement and any documents and policies referenced herein, constitute the entire agreement and understanding between you and Shaw pertaining to your use of the Service and shall supersede and replace all prior agreements, understandings and representations, written or oral, regarding such subject matter. Failure by Shaw to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. If any of the provisions contained in this Agreement is determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein. This Agreement shall be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein. Shaw may assign its rights and obligations under this Agreement to another entity without your prior written consent. In no event shall Shaw be liable for any failure to comply with this Agreement.

Last Update: March 15, 2013