

METRO LOOP – RESIDENTIAL AND SMALL BUSINESS PRICE LOCK TERMS AND CONDITIONS

Updated September 13, 2022

Introduction

Metro Loop, a division of Xplore Inc., will provide you with the selected combination of services, plans, add-ons, channels, Rental Equipment and other products (the “**Services**”). The Services are provided either on a fixed term or month-to-month term and may be amended from time to time in accordance with this Agreement. Services provided on a month-to-month term will automatically renew each month. Services provided on a fixed term will continue for the initial term as specified in the service description (“**Price Lock Commitment Period**”).

A minimum service level of Metro Home (bundle) or iLoop 400 (Internet) is required to be maintained for the Price Lock Commitment Period (the “**Minimum Service Level**”). Your Services may be modified by you so long as the Minimum Service Level is maintained during the Price Lock Commitment Period. If you choose to change any of your Services, the monthly fee payable for the new Services is that of the current market price of your new Services selection plus applicable taxes. Equipment rental discounts or promotions may not be available for your new selection.

Price Lock Commitment Period and Service Activation

Your Price Lock Commitment Period begins (i) for new customers, on the date that your installation and Service activation is scheduled to occur and (ii) for existing customers, on the date when you are scheduled to have your new or changed Services activated. Billing for the Services will begin once the new or changed Services have been activated.

At the End of your Price Lock Commitment Period

Unless this Agreement is terminated earlier by you or Metro Loop, upon the expiry of the Price Lock Commitment Period the Services provided for such fixed term will renew on a month-to-month basis at the then current market price plus applicable taxes for your Services and on the then current terms and conditions applicable to month-to-month customers. Metro Loop will notify you of the then current market price for your Services prior to the expiry of the Price Lock Commitment Period.

Early Cancellation

If you cancel or suspend your Services or you change your subscription for your Services below the Minimum Service Level, you will be immediately charged an early cancellation fee calculated based on:

- a) \$15 per month plus applicable taxes for every month remaining under the term of this Agreement for Internet only Services subject to a Price Lock Commitment Period; or
- b) \$15 per month plus applicable taxes for every month remaining under the term of this Agreement for all non-Internet only Services subject to a Price Lock Commitment Period.

All other charges relating to your Services then due and owing will remain due upon the cancellation of this Agreement

Price Lock Guarantee

Metro Loop guarantees that the regular base monthly fees payable throughout the Price Lock Commitment Period will not increase during this Agreement as a result of normal rate increases applicable to all Metro Loop customers. Price guarantees do not apply to any television add-ons, channels, channel packages, theme packs, Rental Equipment, Internet add-ons, phone add-ons (such as voicemail or call waiting), domestic or international long-distance charges, pay-per-use charges or third-party costs including, but not limited to, levies, surcharges, taxes or other fees required to be paid as a result of the Services provided.

Additional Terms and Conditions

The Residential and Small Business Terms of Service, Privacy Policy, and Acceptable Usage Policy, as may be amended from time to time, apply to the provision of all Metro Loop Services. Where the terms contained herein differ from those contained in the Residential and Small Business Terms of Service, the Privacy Policy, or the Acceptable Usage Policy, the terms of the Residential and Small Business Terms of Service shall prevail.

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