

Shaw)

Suite 900, 630 - 3rd Avenue SW
Calgary, Alberta T2P 4L4

The following is an example of Shaw's standard MDU agreement. Unless otherwise noted, the agreement you sign will be similar in nature to this.

[date]

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Dear Sir/s:

Re: • and legally described in Schedule "A" attached (the "Property")

This will confirm that, as owner (the "Owner") of the Property, you have agreed, in consideration of the mutual covenants set out below, to give Shaw access to the Property to provide communication services (the "Services") to the Property on the following terms:

1. The Owner, by way of this Agreement, grants to Shaw the right to enter on or gain access over or under the Property for the purposes of: (a) providing the Services to the Property; (b) carrying, laying, constructing, maintaining, operating, repairing or using Shaw's Network (that is, its conduits, cables, wires, communication facilities and equipment on the Property); and (c) making use of the Property for all purposes necessary or incidental to the exercise of the rights granted in this Agreement.
2. Shaw shall have access to the Property during all reasonable business hours except that in situations of emergency where Shaw will have access at any and all times it requires.
3. The Owner may grant access to the Property to other providers of communication services, but the Owner shall ensure that such other service providers do not use, interfere with, attach any equipment or facilities to or have access to the Network without the prior written consent of Shaw.
4. Shaw will comply with all applicable orders, decisions, laws and regulations of any public authority having jurisdiction, relating to the Network located on the Property, including without limitation, those orders and decisions established by the Canadian Radio-television and Telecommunications Commission.
5. The Network installed by or on behalf of Shaw or by its predecessors on, in or to the Premises shall remain the sole and exclusive personal property of Shaw. Notwithstanding that the Network may be in part or in whole attached to the Premises it shall at all times continue as a chattel of Shaw and not as a fixture to the Premises.
6. Shaw will be responsible for all losses sustained by the Owner caused by any act or omission of Shaw under this Agreement. The Owner shall not interfere with the Network and will be responsible for all losses sustained by Shaw caused by any act or omission of the Owner, its agents, employees or licensees by reason of the Owner not observing or performing its obligations in this Agreement. Neither party to this Agreement shall be responsible for any special, indirect or consequential damages, including but not limited to, any economic loss or loss of profit suffered by the other as a result of this term.
7. This Agreement and the rights granted to Shaw in this Agreement shall run with the Property.
8. This Agreement shall be binding on and benefit the successors and assigns of Shaw and the Owner. If any provision of this Agreement is declared invalid such provision shall be deemed severed and shall not affect 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 signed by all the parties to this Agreement. This Agreement shall be subject to the laws of the Province in which the Property is located.
9. Any notice required to be delivered under this Agreement will be in writing and sent by registered mail, facsimile or delivered personally to the Owner and to Shaw at the addresses given above.
10. The term "Shaw" as used in this Agreement includes Shaw Cablesystems Limited, its affiliates and any partnership in which Shaw Cablesystems Limited is a partner, and their respective agents and employees.
11. Shaw may without consent, assign or sublicense this Agreement to a purchaser of substantially all of its Network in the licensed area under this Agreement.

Please confirm your agreement to these terms by signing and returning the enclosed copies of this Agreement to Shaw.

Agreed to this ___ day of _____, _____

SHAW CABLESYSTEMS LIMITED

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Per: _____
(Authorized Signatory)

Per: _____

Name (print): _____

Title: _____

Per: _____

Name (print): _____

Title: _____

I/We have the authority to bind the registered owner of the Property to the terms hereof

Schedule "A"

Legal Description of the Property

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