

MASTER SERVICE AGREEMENT

Terms & Conditions

THIS AGREEMENT is between Internet Access Solutions Ltd. o/a Standard Broadband with offices located at 8250 Lawson Road, Milton, ON, L9T 5C8 Canada ("**SB**") and <<Customer Name>> with offices located at <<Customer Address>> ("**The Customer**").

SB and The Customer agree to the following:

1. PROVISION OF SERVICES

- a) SB agrees to provide to The Customer such Services as You order and pay for in accordance with and subject to your compliance with the Agreement. For present purposes, "**Services**" means such Internet access, web hosting, virtual private server, exchange hosting, VoIP, Hosted PBX, and other services provided to The Customer as SB may offer from time to time.

2. LAWFUL USE OF THE SERVICES

- a) You agree to use all Services provided to you hereunder only for your lawful, appropriate, and permitted internal purposes hereunder. In no event may you resell the services. In addition, you may not use the services if you are a competitor of SB (as determined by SB in its sole discretion). In the event that your use of the Services violates any law, rule or regulation or this Agreement, SB shall have the right to immediately terminate this Agreement and pursue any and all its other remedies.
- b) You agree and understand that the CRTC has imposed restrictions on the use of telecommunications facilities under CRTC Telecom decisions 2004-35, 2004-63, 2007-48 and 2008-6 including the creation of the National Do Not Call List and understand that you The Customer are solely responsible for ensuring compliance with these and future restrictions imposed by the CRTC.

3. Term

- a) **Master Service Agreement Term:** The term of the Master Service Agreement will begin on the date that the Customer or SB signs the Master Service Agreement whichever is later. The agreement will expire or terminate on the date that the last remaining Service Schedule expires or terminates.
- b) **Term of Each Service Schedule:** Each service will be provide for the period set out in the Service Schedule ("Initial Service Term")
- c) **Renewal Term(s):** Unless the Customer or SB provide notice to the other as described in Section 3(d), each Service Schedule will automatically be renewed for 1 year term on the same terms and conditions set in place by the Service Schedule.
- d) **Notice of Non-Renewal:** Either party may send to the other party written notice, at least 60 days in advance of the expiration of the Service Schedule that it does not intend to renew a Service Schedule. As a result that Service Schedule will expire and services provided will be terminated at the end of the Service Term.

4. Termination

- a) **Early Termination by Customer:** Customer may terminate a Service it has requested under a Service Schedule ("**Terminated Service**") at any time before the end of the relevant Service Term by giving notice of termination to SB at least 30 days before the proposed early termination date. If Customer terminates a Service under this Section, the Customer shall pay to SB all Fees and Taxes due for the Terminated Service up to the date of termination, The Customer shall also pay SB (i) the termination charges specified in the relevant Service Schedule, or if not specified, an amount equal to 100% of the remaining monthly Fees for the Terminated Service that would have been payable to the end of the Service Term (collectively, the "**Termination Fees**"), plus Taxes on the Termination Fees. The Termination Fees are liquidated damages and consideration for the Services, and are not a penalty.
- b) **Termination for Cause:** Either party may terminate this Agreement or any Service Schedule or SB may suspend the Services in whole or in part, by giving notice in writing to the other party, upon the occurrence of any of the following: (i) the other party materially defaults with respect to a material obligation under this Agreement or any Service Schedule and does not remedy that default within 30 days after receiving written notice of the default. For greater clarity, Customer's failure to pay any invoiced Fees or Taxes when due is a material default with respect to a material obligation and in this respect, Customer shall only have fifteen (15) days after receiving written notice

to remedy such default. If SB materially defaults with respect to a material obligation in the provision of a Service, Customer shall only be entitled to terminate the Service Schedule for that Service; or (ii) the other party enters into a compulsory or voluntary liquidation, or compounds with or convenes a meeting of its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business.

- c) **Charges Payable:** On the termination of this Agreement or a Service Schedule for any reason, all payments required to be made to SB by the Customer under the Agreement or that Service Schedule, as applicable, shall be due and payable immediately. If SB terminates this Agreement or a Service Schedule under Section 4(b)(i) or (ii), the Customer shall in addition pay to SB Termination Fees. Termination of a Service Schedule or this Agreement shall not relieve the Customer from any liability, including amounts owing, which accrued before the termination is effective. Customer is not required to pay Termination Fees if Customer terminates this Agreement or a Service Schedule under Section 4(b).
- d) **Additional Termination Rights:** SB may terminate this Agreement immediately with notice in the event of a change of Control of the Customer. **"Control"** means control, as defined in Section 2(3) of the *Canada Business Corporations Act*, and includes control "directly or indirectly in any manner whatever", as defined in Section 256(5.1) (Control in fact) of the *Income Tax Act (Canada)*. There also may be additional rights of termination for a Service set out in the applicable Service Schedule.

5. Excess Use

- a) You shall monitor and maintain your accounts within all plan-specified limits and in a manner that does not disrupt the activities of other SB customers. In the event Your usage exceeds the limits for Your account or may disrupt the activities of other SB customers, You agree SB may, in its sole discretion, (i) charge You for such excess usage via Your credit card, or by invoice, (ii) upgrade You to a plan or increase the limits on Your account to address this excess usage, and/or (iii) suspend or terminate Your account for cause. Usage and associated charges for excess usage shall be determined based solely upon SB's collected usage information. Unused monthly allotments shall not accrue or carry over from one month to any other month. Upon any upgrade or increase on the limits of Your Account, You shall be responsible for the new costs and fees.

6. Hardware, Equipment, and Software

- a) You are responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access the Services. SB makes no representations, warranties, or assurances that your equipment will be compatible with SB services.

7. Indemnification

- a) You shall indemnify, defend and hold harmless SB (and its subsidiaries, affiliates, officers, employees, agents, partners, mandataries, vendors and licensors) of any and all Claims (including third party Claims) arising as a result of or in relation to any breach of this Agreement or fault by You, or in relation to any activities conducted by You through the Services, or otherwise in relation to Your products or services.

8. Customer Obligations

- a) In addition to any other obligations of the Customer under this Agreement, the Customer shall be solely responsible for use of the Services by any of its employees, officers, directors, agents, customers and users of the Services (collectively, **"End Users"**), and take all necessary measures to ensure that the End Users use the Services in accordance with the terms and conditions of this agreement.

9. Service Obligations

- a) **Service Commitments:** SB shall provide each Service in accordance with this Agreement, including the relevant Service Schedule, and any service level agreements that may be specified in that Service Schedule.
- b) **Disclaimer:** Customer acknowledges that SB does not warrant (i) uninterrupted or error-free Services, or (ii) the content, availability, accuracy or any other aspect of any information including all data, files and all other information or content in any form, accessible or made available to or by the Customer or its End Users through the use of the Services. During a Service Term, SB may migrate a Service to an alternative service or technology as long as the alternative service or technology provides similar functionality as the Service. The definition of "Service" includes the alternative service. SB shall not be responsible if any changes in the Services affect the performance of equipment, hardware or software other than SB Provided Equipment or cause it to become obsolete or require modification or attention.

SB shall provide the Customer with 60 days notice of any such change. Customer acknowledges that SB may interrupt the Services, from time to time and as may be specified in the Service Schedules, in order to provide maintenance in respect of the Services.

- c) **WAIVER:** THE WARRANTIES PROVIDED IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES AND CONDITIONS. THE CUSTOMER WAIVES AND SB DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AVAILABILITY OR RELIABILITY OF THE SERVICES.

10. Limitation of Liability

- a) SB PROVIDES SERVICES ON AN "AS IS", "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS ALL OF WHICH ARE DISCLAIMED, WAIVED AND EXCLUDED. YOU EXPRESSLY AGREE THAT ANY AND ALL USE OF SERVICES IS AT YOUR RISK AND PERIL. ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR LEGAL, WHETHER ARISING BY LAW, CONTRACT, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE, OR THE PARTIES' CONDUCT OR COMMUNICATIONS WITH ONE ANOTHER, OR WHETHER ARISING AS RESULT OF THE NATURE OF THIS AGREEMENT OR IN CONFORMITY WITH USAGE, EQUITY OR LAW, OR OTHERWISE, INCLUDING ANY AND ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF TITLE, OWNERSHIP (INCLUDING BUT NOT LIMITED TO THE WARRANTY THAT THE RELEVANT PROPERTY IS FREE OF ANY OTHER RIGHTS OR CHARGES), NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, QUALITY AND WORKMANSHIP, ARE HEREBY DISCLAIMED, WAIVED AND EXCLUDED.
- b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING CONTRARY IN THIS AGREEMENT, YOU AGREE THAT SB'S (AND THAT OF ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, MANDATARIES, VENDORS AND LICENSORS) TOTAL MAXIMUM AGGREGATE CUMULATIVE LIABILITY, FOR ALL PAST, PRESENT OR FUTURE CLAIMS, DEMANDS, FINES, PENALTIES, ACTIONS, CAUSES OF ACTIONS, REQUESTS, LAWSUITS, JUDGMENTS, DAMAGES, LIABILITIES COSTS, EXPENSES, PREJUDICES OR LOSSES, INCLUDING REASONABLE ATTORNEYS FEES ("**CLAIMS**") ARISING AS A RESULT OF OR IN RELATION TO THIS AGREEMENT, SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES AND SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED, IN THE AGGREGATE FOR ALL CLAIMS BY ANY AND ALL PERSONS, 50% OF ALL FEES ACTUALLY PAID TO SB BY YOU UNDER THIS AGREEMENT.
- c) SB AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, MANDATARIES, VENDORS AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES FOR LOST PROFITS, GAINS OR OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE, REGARDLESS OF WHETHER SB HAS BEEN ADVISED OF SUCH DAMAGES OR THEIR POSSIBILITY.
- d) You agree that your recourses and remedies and SB's (and its SUBSIDIARIES', AFFILIATES', OFFICERS', EMPLOYEES', AGENTS', PARTNERS', MANDATARIES', VENDORS' AND LICENSORS') liability hereunder may be further limited by the Service Level Agreement.
- e) You are fully responsible for the content of the information and data passing through SB's network or using the Services and for all activities that You conduct with the assistance of the Services.

11. Force Majeure

- a) If there is a default or delay in a party's performance of its obligations under this Agreement (except for the obligation to pay Fees), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, acts of God, explosion, power failure, war, terrorism, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or its representative or legal body having jurisdiction, or labor unrest such as strikes, slowdowns, picketing or boycotts, then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day-by-day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.

13. Notice

- a) Any notice required by any provision of this Agreement shall be given or made in writing, addressed to:

Standard Broadband
8250 Lawson Road
Suite 201
Milton, ON L9T5C6
1-866-569-4147
billing@standardbroadband.ca

14. Charges, Billing and Payments

- a) The Customer is responsible for paying all charges plus all applicable sales taxes and other federal regulatory fees that may apply to the service provided by SB.
- b) The Customer is responsible for all usage fees that may be associated with the service provided by SB including by not limited to (i) all toll telephone calls placed from The Customers phone service, Hosted PBX system, or any other device connected to the telephone service,(ii) any storage fees associated with Hosted Exchange mailboxes exceeding included size, (iii) storage fees applicable to all offsite backup solutions.
- c) All NSF and refused payments will be subject to a \$50.00 administration fee per occurrence. Credit card charge-backs will also be subject to a \$50.00 administration fee. SB reserves the rights to charge up to a 30% administrator fee to all accounts that are sent to collections.
- d) The Customer understands that all toll calls are billed by the minute with a minimum of 30 seconds and the customer is responsible for all payments related to international calls and domestic toll calls. SB publishes our LD rates on our website and the customer understands that these rates may change from time to time.
- e) All invoices are due upon receipt unless The Customer has been provided credit terms.
- f) SB will provide all customers with a monthly account statement via e-Mail in PDF format.
- g) All services are billed in advance with the exception (but not limited to) toll telephone charges, storage fees, that will be billed 1 month in arrears.
- h) Customers with less than \$250.00 in monthly billing will be required to pay by credit card or other pre-authorized electronic payment.
- i) All credit card payments will be processed on the 1st of the month for that month.
- j) You will have a maximum of Thirty (30) days to clear up any outstanding payments for either NFS Cheque or declined Credit Card. After Thirty (30) days, SB may elect to suspend your account until full payment has been made on your account. After (45) days SB shall have the right, without limitation to immediately terminate this Agreement and all associated Service Schedules.
- k) In the event of a late or NFS cheque SB reserves the right to request payment by means of a Cashier's Cheque or other certified funds.

15. Telephone Number Portability and Telephone Limitations

- a) The Customer agrees that during term of service provided The Customer gives express consent to SB to transfer your phone number to (i) SB's carrier or partner of choice to ensure service may be provided to you (ii) transfer your phone number to SB upon your request, (iii) transfer your phone number from SB to an alternate carrier of your choosing upon your request.
- b) SB Voice services do not provide access to collect calls, nor do they include copies of the white or yellow page directories or listings. Listing service may be offered in some areas and purchased at an additional fee if available.
- c) SB Voice services do not provide access to toll services such as 900/976 dialing, operator dialing (0), PIC long distance and 10-10 dial around codes are not supported.f

16. Service Availability and Compatibility

- a) The Customer understands that address and telephone number checks are for preliminary service availability only and that up to, including and after installation SB reserves the right to determine if service is unavailable due to technology limitations. SB and The Customer agree that SB assumes no responsibility for any loss or damages related to unavailability of DSL, Cable or Wireless service even if determined after the installation.
- b) The Customer understands that while many fax machines work with VoIP technology not all configurations and devices may be supported. SB assumes no liability and provides no guarantee that fax machines will work using VoIP service.
- c) The Customer understands that point of sale and alarm systems may not be supported with VoIP service and that they may be required to change the service to IP based or keep a separate analog voice service for these devices. SB assumes no liability and provides no guarantee that point of sale and alarm systems will work using VoIP service.

17. Provision of Emergency Services (VoIP and 911 Service)

- a) Limitations. 9-1-1 service associated with Your VoIP Services (Hosted PBX, Phone Line Replacement, SIP Trunking) has certain limitations compared with traditional 9-1-1 service, which are as follows:
 - a. If You dial 9-1-1, You will be automatically routed to a specialized call centre that handles emergency calls. The call centre is different from the Public Safety Answering Point (PSAP) that would answer a traditional emergency call. You may be required to provide Your name, telephone number and address to the call centre operator.
 - b. You agree to notify SB immediately should You INTEND to change Your use of Your Service, including without limitation, should You move the location or municipal address from which You use Your Service, by telephone at 1-866-569-4147 to ensure You maintain 9-1-1 service.
 - c. You understand and acknowledge that a) should You change Your use of Your Service without first notifying SB and/or b) should You choose to operate Your service outside of Your municipal address as registered with SB either temporarily or permanently, 9-1-1 service will not operate properly and Your ability to access 9-1-1 service will be adversely affected
 - d. YOU ACKNOWLEDGE AND AGREE THAT SB ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS AND UNDERLYING CARRIERS, WILL NOT BE LIABLE FOR ANY INJURY, DEATH OR DAMAGE TO PERSONS OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY OUT OF, OR RELATING TO THE 9-1-1 SERVICE AND YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SB (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND UNDERLYING CARRIERS) FOR ANY LIABILITIES, CLAIMS, DAMAGES, LOSSES AND EXPENSES, (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) WHICH YOU MAY SUFFER OR INCUR, ARISING DIRECTLY OR INDIRECTLY OUT OF OR RELATING TO 9-1-1 SERVICE WITH HOSTED PBX AND/OR VoIP SERVICES.
- b) Service Outages. You acknowledge and understand that during Internet or dedicated connection service outages for any reason whatsoever, Your Service INCLUDING 9-1-1 SERVICE, will not work.
- c) Loss of Service Due to Power Failure. You acknowledge and understand in the event of a power failure, Your Service, INCLUDING 9-1-1 SERVICE will not work. If there is an interruption in the power supply, 9-1-1 SERVICE, will not function until power is restored. A power failure or disruption may require You to re-set or reconfigure Equipment prior to using the Service. SB highly recommends the use of a UPS on all telecommunications equipment including by not limited to the mode, VoIP adapter, telephones, telephone system and other devices that play a critical role in communication.

Signature Block

<p>Data Matters Inc</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>I am authorized to bind the Corporation to the terms and conditions in this Agreement.</p> <p>Date:</p>	<p>CPL Systems</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>I am authorized to bind the Corporation to the terms and conditions in this Agreement.</p> <p>Date:</p>
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SAMPLE

Appendix A – Customer Contacts**Main Business Contact(s):** Authorized signing office able to bind the client.Name: _____
Title: _____
Phone: _____
Email: _____**Billing Contact(s):** Customer contact for Accounts Payable communication.Name: _____
Title: _____
Phone: _____
Email: _____**Technical Contact(s):** Customer technical contact to manage any technical issues, initial configuration and implementation as well receives communications about network maintenance and outages.Name: _____
Title: _____
Phone: _____
Email: _____