SCHEDULE A

Terms and Conditions

1. **Services** Service Provider shall furnish to the Customer the services selected under "Section 3: Service Provider Service Plan".

2. **Fees** The Customer shall pay the fees for the Services at the rates as specified in "Section 4: Service Fees and Authorization" above, plus applicable taxes (the "Fees"). The payments shall be due and payable by the Customer to Service Provider monthly in advance.The Service Provider reserves the right to increase fees should their costs increase during the term of this agreement. If a customer signs up for services and cancels before the services are installed, the Service Provider reserves the right to charge fees to recoup any costs.

3. **Invoicing** Invoices will be issued monthly. Invoiced amounts are payable at the invoice date and are subject to a late payment charge of one percent (1%) per month calculated from the invoice date, if not paid within thirty (30) days of the invoice date.

4. **Credit Check** The Customer consents to Service Provider subject to applicable legislation, conducting a credit check on the Customer.

5. **Service Charges** Where special facilities or equipment are necessary, or where Service Provider must incur any unusual expense in order to furnish the Services to the Customer (collectively, the "Special Work"), Service Provider shall provide to the Customer a written quote for the Special Work. If the Customer acknowledges in writing its agreement with the quote, then Service Provider shall provide the Special Work and be entitled to assess the additional charge to the Customer, which shall be payable upon the commencement of the Term (as herein defined).

6. **Term** This Agreement shall be for a term of month(s) with the commencement Date being the later of:

   (i) the Requested Installation Date: OR

   (ii) the Actual Installation Date (the first day services are installed and ready for use)

   The Customer will be deemed to have accepted the service on the Installation Date unless it provides a written notice to the contrary to Service Provider within 1 days after the Installation Date.

   This Agreement will be deemed as renewed for the same terms and conditions as originally signed and set forth herein if the Customer does not provide the Service Provider with written notice 60 days prior to the expiry of the current term. Relocation or material change of services constitutes a renewal of the original term. The assumption of services by Dedicated Access from another carrier on the customers behalf, constitutes a new thirty six month term.

7. **Termination**

   (a) If this Agreement is for any reason terminated by the Customer prior to the expiry of the Term, the Customer shall pay to the Service Provider a termination fee (the "Termination Fee") equal to 100% of the remaining unpaid amount of the Fees for the period from the date of termination to the expiry of the Term. The Customer acknowledges that the Termination Fee is not in substitute or election of any other right or remedy the Service Provider may have at law or in equity.

   (b) Service Provider may, with 30 days notice, terminate all or any of the Services for any breach of this Agreement by the Customer, including but not limited to non-payment by the Customer of the Fees and all other amounts payable by the Customer to Service Provider pursuant to the terms of this Agreement or failure to comply with the Customer's obligations under the terms of this Agreement, or where in our opinion a material change in Service Provider ability to deliver the Services including but not limited to a material change in real estate access costs.

   (c) Either party shall be entitled to terminate this Agreement immediately with one day's written notice in the event of the other party's insolvency, receivership or voluntary or involuntary bankruptcy or in the event that Service Provider ceases to offer the Services. In the event of default by the Customer, any and all payments required to be made to Service Provider by the Customer shall be due and payable immediately.

   (d) Termination of this Agreement for any reason shall not relieve the Customer from any liability for amounts owing and accrued prior to the time that such termination becomes effective and any Termination Fee.

   (e) Service Provider reserves the right to delete Customer's personal files if the Services and this Agreement are terminated.

8. **Customer Obligations**

   (a) The Customer shall:

      (i) ensure at all times that the service Equipment (herein defined) and the Customer or third party provided equipment is stored in a manner and in an environment which conforms to the relevant equipment manufacturer's specifications;

      (ii) be responsible for all loss and/or damage to the Equipment, except where directly caused by weather factors or by the negligence.

      (iii) provide all necessary infrastructure required for the safe and efficient operation and maintenance of the Equipment and the Customer or third party provided equipment in accordance with Canadian Standards Association and other specifications or regulations as applicable; and as Service Provider may specify, from time to time;

      (iv) permit Service Provider or its third party providers prompt, safe and unrestricted access to its premises for the purpose of performing its obligations under this Agreement;

      (v) at all times comply with the terms and conditions of Service Provider Internet use policy, domain name registration policy and IP allocation policy which policies are incorporated into this Agreement by reference thereto; and

      (vi) be aware of, and comply with, changes to any federal or provincial law which may relate to the Customer's use of the Services.

   (b) The Customer shall not:

      (i) obtain, by any means whatsoever, information regarding the personal identification or password of any other person which is a customer of Service Provider or any network to which the Customer may be permitted access;

      (ii) obtain or seek to obtain access to or interfere with any programs or data maintained by Service Provider

      (iii) develop or use programs which adversely affect or impact other customers, the Services, the Internet or any; computer network;

      (iv) use, transmit, or store anything obscene, offensive or defamatory or which appropriates a personality without legal permission or which in any way violates or infringes copyright, trademark or other intellectual property rights;

      (v) utilize the Services and the Internet for any purpose which is contrary to the laws of any government having jurisdiction over Service Provider and/or the Customer; and

      (vi) omit any act or cause or permit any act to be committed or provide any services which will conflict with or affect in any way the provision of the Services by the service provider.

   (c) In connection with any investigation of a customer's failure to observe its obligations or any malicious disruption of any computer system or computer program of Service Provider, service provider and/or of any breaches of the terms of this Agreement by the Customer or by any person who has access to the Services provided to the Customer, the Customer agrees that Service Provider may in its sole discretion create and keep backup information and examine the Customer's programs, data, printed output, and other media.

9. **Service Provider Obligations** Service Provider shall:

   (a) use reasonable efforts to install in a timely fashion the Equipment and to provide the Services, provided that the location where the service equipment is to be installed and the Services are to be provided are in the service area;

   (b) provide the service Equipment and arrange for the supply, installation and maintenance of the service Equipment at each site specified by the Customer in this Agreement and ensure that the service Equipment is installed and maintained according to the manufacturer's specifications and the specifications; and

   (c) provided that the maximum cost of installing the Services and the service Equipment is less than $1,500.00 Service Provider will use reasonable efforts to activate the Services within 45 business days following the date that this Agreement is completed, signed and delivered to Service Provider and

   (d) implement reasonable security policies to safeguard the Customer's other value added Services that the Customer has subscribed for under "Section 3: Service Provider Service Plan" above.

10. **Maintenance, Testing and Configuration of the Services** customer support center shall be the sole contact for reporting trouble with respect to the Services. Upon receipt of a trouble report, Service Provider shall initiate maintenance action. Following correction of the trouble, Service Provider shall inform the Customer that the Services have been restored. Service Provider may suspend the provision of the Services to the Customer for a reasonable length of time in order to maintain, test and configure the Services. Service Provider reserves the right to charge for unnecessary service calls requested by the Customer which are not the result of the disruption of services, and are related to customer or third party equipment, service or actions. The Service Provider may at any time change the way the services are delivered to the customer at their sole discretion to maintain service and or costing implications.

11. User Name and Password

(a) Service Provider shall provide the Customer with a username and password and/or an administrator username and password where applicable, based upon the services subscribed to in "Section 3: Service Provider Service Plan" which shall be used to gain access to the Services.

(b) The Customer shall be solely responsible for all use of the Internet and maintaining the security of the user name and password and an administrator user name and password, and for preventing any unauthorized use.

(c) The user name and administrator user name shall use the Internet in a proper and prudent manner and according to any operating instructions provided.

12. Connection Speed Connection speed represents the speed of a connection and does not represent a guarantee of available end-to-end bandwidth. All services are provided as best effort and customer acknowledges service may be unavailable from time to time. The Service Provider will make reasonable efforts to maintain serviceability.

13. Warranty

(a) Service Provider shall generally provide the Service listed in the Service Provider Service Level Agreement.

(b) The Customer acknowledges that the Services may be subject to unscheduled and unannounced outages and breakdowns which may not be rectified promptly. Customer acknowledges that Service Provider does not warrant uninterrupted or error-free Services and that Service Provider does not warrant the content, availability, accuracy or any other aspect of any information including, without limitation, all data, files and all other information or content in any form or of any type, accessible or made available to or by Customer or its end users through the use of the Services.

(c) In the event of the interruption, failure or breakdown in the Services, or of the loss or spoiling of the Customer's programs or data, Service Provider makes no warranty that either will be restored. The Customer assumes full responsibility for backing up its own files.

14. Service Interruption

(a) Interruption in this Agreement refers to the inability of the Customer to complete Internet network connections due to a malfunction of the Equipment or the network and such failure continues after three (3) consecutive polling attempts have been made by the network operations center to the Customer's subscriber unit. For greater certainty, interruption does not include any Equipment or network failure associated with Internet connections outside of the services providers core network, any failure caused by the Customer, any failure caused by power outage or human error or any failure due to termination of the Services by Service Provider in accordance with the terms of this Agreement.

(b) See Schedule B for Service Level Agreement details.

15. Repair

(a) Service Provider will monitor and maintain the Services on a 24-hour basis every day throughout the Term. Service Provider will maintain staff at its Network Operations Centre every day throughout the Term.

(b) Service Provider obligations under this Agreement do not extend to any relocation, maintenance, repair, rearrangement, alteration, modification or adjustment which becomes necessary due to, resulting from or in any way related to, damage, misuse or failure on the part of the Customer.

16. Limitation of Liability

(a) Under no circumstances will Service Provider or its successors and assigns, be liable to the Customer for any incidental, special or consequential damages, expenses, costs, liability, loss or damage whatsoever, whether arising in negligence, tort, statute, equity, contract, common law or any other cause of action or legal theory. The Customer agrees, acknowledges and confirms that Service Provider liability arising out of or in connection with this Agreement and the provision of the Services, and the Customer's exclusive remedy, shall be limited to the Fee paid by the Customer and that this limitation is fair and reasonable in the commercial circumstances of this Agreement and that Service Provider would not have entered into this Agreement but for the Customer's agreement to limit Service Provider liability in the manner, and the extent, provided for herein.

(b) For greater certainty, Customer agrees that Service Provider and its successors and assigns shall not be liable for any lost profits, anticipated revenue, loss of data, loss of use of any information system, lost business revenue, failure to realize expected savings or any other commercial or economic loss of any kind whatsoever arising out of or in connection with this Agreement or the provision of the Services, even if Service Provider has been advised of the possibility of such loss.

(c) Service Provider is not liable for protection or privacy of electronic mail or other information transferred through the Services or any other network provider its customers may utilize.

(d) Service Provider assumes no liability arising from the use of the Services furnished by Service Provider in combination with services, products or equipment provided by Customer or any third parties.

(e) The Customer shall have sole responsibility for the preparation of its programs and data. Service Provider its directors, employees, sponsors and agents shall not be responsible for any fault or error in the Customer's programs or any programs accessed through the Services or the Internet.

(f) This Section 16 shall apply even in the event of a breach of condition, a breach of an essential or fundamental term or a fundamental breach of this Agreement.

17. Indemnity

(a) The Customer shall indemnify and save Service Provider its successors and assigns, and their directors, officers, employees and agents harmless from and against all loss, liability or damages of any type and expense, including reasonable legal fees and disbursements, arising from any and all claims by any third party, including end users and distributors (collectively, the "Third Party"), in connection with the use of the Services (and related equipment) by the Customer or any Third Party or in connection with the Customer's failure to comply with its obligations under this Agreement, whether the failure is attributable to the Customer or to some other person using the Customer's account with or without permission of the Customer.

(b) The Customer shall indemnify Service Provider its successors and assigns and their directors, officers, employees and agents, against any claim by a Third Party for alleged infringement of any copyright, trademark or any other intellectual property rights which arises as a result of the storage or processing of any of the Customer's programs or data on or through the Services or the Internet.

(c) The indemnities contained within this Article 18 shall survive termination of this Agreement for the maximum time period permitted by law.

18. Force Majeure Neither party shall be liable to the other for any delay or failure to perform due to: the elements; fire; flood; tornadoes; hurricane; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Tier 1 Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labour disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts; third party non-performance caused by a Force Majeure Event; or any other cause beyond the control of a party (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from any further performance of those of its obligations arising from this Agreement affected by the Force Majeure Event only for so long as such Force Majeure Event continues and such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. The party delayed by a Force Majeure Event shall immediately notify the other party by telephone (to be confirmed in writing) of the occurrence of a Force Majeure Event and describe in reasonable detail the circumstances causing the Force Majeure Event. If the delay continues for a period of three (3) months or more, this Agreement may be terminated by either party immediately following the three (3) month period and neither party shall be liable to the other for such termination notwithstanding any other provision in this Agreement

19. Dispute Resolution In the event of any dispute, controversy, claim or alleged breach respecting this Agreement which cannot be resolved (each a "Dispute"), the Dispute shall be submitted to arbitration. The arbitration shall be held in Ontario and shall be conducted in accordance with the *Arbitration Act* (Ontario), by a single arbitrator appointed by a Justice of the Ontario Superior Court of Justice. The decision of the arbitrator shall be final and binding upon the parties and the expense of the arbitration shall be paid as the arbitrator determines.

20. Change Request

(a) If the Customer wishes to order additional services or make a change to the Services:

(i) the Customer may submit to Service Provider a change request in writing via email, detailing the change in the Services being requested;

(ii) Service Provider will respond to the Customer in writing via email within fifteen (15) business days of receipt of the Change Request (the "Estimate"), stating whether the change may be made, and if so, specifying the estimated cost and time required to implement the change and the impact, if any, of the change on the Services; and

(iii) the Customer may respond to Service Provider in writing via email within fifteen (15) business days of receipt of the Estimate by either advising Service Provider to proceed with the change based on the estimated cost and time schedule specified in the response or by providing written notice that the Customer is withdrawing the Change Request (the "Withdraw"). For greater certainty, if Service Provider does not receive the Customer's Withdrawal 7 days within delivery of the Estimate, then Service Provider shall deem the Change Request to have been withdrawn by the Customer.

21. Service Provider Property and Equipment

(a) All material and equipment provided by Service Provider or third party and used in the provision of the Services shall at all times be and remain the exclusive property of Service Provider

(b) Nothing in this Agreement contemplates, constitutes or creates a transfer or license of any intellectual property from Service Provider to the Customer.

(c) Service Provider or a third party hired by, may in its absolute discretion and without notice to the Customer, at Service Provider

cost, make changes to or replace the Service Provider or third party Equipment and any other equipment used in connection with the provision of the Services.

22. **Independent Contractors** The parties to this Agreement agree that the relationships created by this Agreement is that of independent contractors.

23. **Confidential Information**

(a) "**Confidential Information**" means any data, documentation or other information of a proprietary nature, and which a party ought to know is confidential or proprietary, which is disclosed or made available to the other party in connection with the negotiation, preparation or performance of this Agreement and the design, installation, delivery or implementation of the Services, including without limitation, the network design specifications.

(b) Each party agrees not to disclose the Confidential Information of the other party without the other party's written consent, except as required by law, and agrees to take such care to protect the confidentiality of the Confidential Information as would be taken by a reasonable party to protect its own confidential information from disclosure. Furthermore, each party shall indemnify and save the other harmless from any losses or damages directly or indirectly caused by the disclosure of Confidential Information by the party or any of its agents, contractors, subcontractors, employees, successors or permitted assigns.

(c) Both parties' rights and obligations under this Section 23 survive any termination of this Agreement for the maximum amount of time permitted by law.

24. **General Provisions**.

(a) **Amendment**: All amendments to this Agreement shall be in writing, in the same manner and with the same formality as this Agreement. The Service Provider reserves the right to make changes at any time.

(b) **Assignment**: The Customer shall not assign this Agreement without the prior written consent of Service Provider which consent shall not be unreasonably withheld. Any attempted assignment without such prior written consent shall be void. Service Provider shall be permitted to assign this Agreement without the consent of the Customer.

(c) **Definitions**: Use of the term "Customer" shall in all cases include the directors, officers, employees and agents of the Customer.

(d) **Discretion of Service Provider** Any discretion, option, decision or opinion by Service Provider shall be sufficiently exercised or formed if exercised or formed by or subsequently ratified by Service Provider system administrator or any other person or persons designated by Service Provider's directors.

(e) **Entire Agreement**: This Agreement constitutes the entire agreement among Service Provider and Customer with respect to the matters referred to herein, and supersedes all prior negotiations, proposals, agreements, representations, warranties, whether oral or written, with respect to such matters.

(f) **Enurement**: This Agreement shall be binding upon and enure to the benefit of Service Provider and the Customer and their respective successors and permitted assigns.

(g) **Governing Law**: This Agreement shall be governed by and interpreted according to the laws of the Province of Ontario and the laws of Canada applicable therein.

(h) **Interpretation**: In this Agreement, the headings are for convenience of reference only and shall not affect its construction or interpretation.

(i) **Non-Waiver**: No waiver of any term or provision or of any breach or default shall be valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any other terms or provision of any subsequent breach or default of the same or similar nature.

(j) **Notice**: All notices provided for shall be given in writing and transmitted by personal delivery, prepaid first class registered or certified mail to the service provider.

(k) **Severability**: The invalidity, illegality or unenforceability of any one or more provisions of this Agreement shall not affect or impair any other provisions of this Agreement.

(l) **Counterparts**. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute but one and the same instrument.

(m) **Time**. Time shall be of the essence in this Agreement.