



## Master Services Agreement

number: 201300000

Between:

ISP Telecom Inc.  
(ISP Telecom)

And

Customer  
Address  
Address

Hereinafter referred to as “Customer”

1) This contract and the attached Schedules and any additional Service Schedules executed from time to time by the **Customer** (collectively, “Schedules”) constitute the entire “Agreement” between ISP Telecom and Customer. ISP Telecom agrees to provide to Customer the telecommunications services specified in the attached Schedule(s) and Order (s) and as set forth in this Agreement. The Customer may obtain additional services upon execution by the Customer and ISP Telecom of additional Service Schedules and Orders referencing this Agreement. The additional services will be provided in accordance with the terms and conditions of this Agreement and the terms and conditions set out in the applicable Service Schedule. In the event of any inconsistency between the MSA, the Schedules, and the Orders, the inconsistency shall be resolved by giving precedence first to a fully executed Order, then a fully executed Schedule, then current appendices to Schedules, and last the fully executed MSA.

2) This Agreement will take effect from the date of signature. Unless earlier terminated in accordance with Early Termination provisions of this Agreement, this Agreement and the Schedules will continue in effect for the duration of the Term specified in each Schedule. Thereafter, this Agreement and the Schedules will automatically renew for additional one year periods under the same terms and conditions unless either party gives 60

days notice of their wish to not renew the Order or Schedule.

3) In the event Customer terminates an Order or Schedule pursuant to this Agreement prior to the expiration of the Minimum Service Period, Customer will pay to ISP Telecom an amount equal to the number of months remaining in the Minimum Service Period times the monthly rate. Following the Minimum Service Period, Customer may terminate an Order pursuant to this Agreement at any time by giving at least 60 days advance notice in writing. ISP Telecom may, by giving at least 30 days advance written notice, terminate this Agreement at any time following any material breach of this Agreement by Customer for which an express termination right is not otherwise provided herein. Upon any termination of this Agreement by Customer of ISP Telecom pursuant to the terms of this Agreement, Customer shall continue to be obligated to pay to ISP Telecom any amounts payable by Customer under this Agreement up to and including the effective date of termination or the expiration of the Minimum Service Period, as applicable.

4) ISP Telecom exercises no control whatsoever over the content of the information passing through its host computers and points of presence (“ISP Telecom’s Network”). ISP Telecom specifically denies any responsibility for the accuracy or quality of information obtained through ISP Telecom’s Network or any of its Services. ISP Telecom (a) MAKES NO WARRANTIES



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OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICES AND EQUIPMENT IT IS PROVIDING, AND (b) DISCLAIMS ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

months of service must be made in advance of any circuit delivery. All payments must be made payable to ISP Telecom Inc. All Orders are subject to credit approval. In the event the customer has insufficient credit, ISP Telecom may offer the Customer the option to prepay for all initial and monthly services by wire transfer.

- 5) ISP Telecom will invoice Customer for one-time set-up charge upon receiving a valid signed Quotation or Order from Customer. ISP Telecom will also invoice Customer for any hardware or software purchases identified on the Quotation or Order, the then current month (pro-rated), the first two months of dedicated access service from ISP Telecom and any third party charges from ISP Telecom's telecommunications carriers. Invoicing for Services shall be monthly in advance, except for measured services which are invoiced in arrears. Customer agrees that service is active and billable when the service is activated on the ISP Telecom side, regardless of readiness on the part of Customer. All pricing, invoices, and payments shall be in Canadian dollars. Payment is due within 15 days of the date of invoice subject to ISP Telecom approval of credit to Customer. Customer gives the permission to ISP Telecom to perform credit check on Customer, including credit check of signing officers. Accounts are in default if payment is not received within 15 days after date of invoice. If any account remains unpaid 15 days after date of invoice, or when the account balance reaches zero in the event of a pre-paid service, ISP Telecom may, suspend or terminate any Services or terminate this Agreement. Such interruption does not relieve Customer from the obligation to pay the monthly charge. In the event of a dispute in good faith with respect to an invoice, Customer shall immediately notify ISP Telecom in writing of the items in dispute and the amounts disputed, and the Customer's alternative explanation for the charges. Customer agrees that if no official dispute is opened within 60 days of invoice date, the invoice shall be deemed valid. All undisputed charges, shall remain payable regardless of a pending dispute settlement process. If Customer defaults, Customer agrees to pay ISP Telecom its reasonable expenses, including solicitor and collection agency fees, incurred in enforcing its rights under this Agreement. Accounts in default are subject to an interest charge of 1.5% per month (19.56% per annum). All prices quoted exclude all taxes and third party fees, including GST, PST, Paypal fees, bank fees and other taxes and service charges. The "Minimum Service Period" for any service is the number of months listed above under quantity on a Service Schedule or Service Order, unless specified as "m.b.m" in which case the service period is month-by-month. Payment for all router products and peripherals must be made in advance of shipment. Payment for the first and last
- 6) ISP Telecom Services are for the exclusive use of Customer and neither this Agreement nor any of Customer's rights or obligations under this Agreement nor any of the Services may be assigned or otherwise provided by Customer to any other person without ISP Telecom's prior written consent. Customer agrees that although ISP Telecom has no obligation whatsoever to monitor, review, inspect, screen, audit or otherwise verify content of the information passing through ISP Telecom's Network, ISP Telecom shall have the right to undertake any such activities concerning compliance with Canadian law enforcement policies. Any access to other networks connected to ISP Telecom's Network must comply with the rules appropriate for that other network. Customer agrees to fully cooperate with any complain or request to adhere to an acceptable use policy, which includes, but is not limited to, cases of fraud, harassment, repetitive calling, spoofing, or other instances, alleged or actual.
- 7) All Services are provided subject to pricing and availability of service from ISP Telecom's telecommunications carriers or 3rd party services. ISP Telecom reserves the right to 1) cancel based on lack of availability of service from ISP Telecom's telecommunications carrier or 3rd party services, and 2) adjust pricing subject to final determination of Customer location according to the definition of municipal and/or city boundaries.
- 8) Customer will have sole responsibility for obtaining, installing and maintaining all equipment, software and/or communications services necessary on the Customer side of the demarcation point for interconnection with ISP Telecom's Network or otherwise for use in conjunction with any of the Services. Customer will have sole responsibility for ensuring that such equipment, software and services are compatible with ISP Telecom's requirements and that they continue to be compatible with any modifications to any of the Services by ISP Telecom from time to time. Customer certifies that their traffic patterns follow normal business usage, and that traffic call patterns are not targeting any particular class or destination, and is not part of an arbitrage activity. In the event that Customers traffic causes undue load on ISP Telecom facilities, for example as caused by high volumes of predictive dialing, ISP Telecom reserves the right, at its



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sole discretion, to limit traffic or take any necessary steps to maintain its equipment in proper functioning order.

- 9) ISP Telecom may, from time to time, modify the charges (including late payment charges) or any other term or condition of this Agreement provided that it gives the Customer at least 30 days advance written notice. Customer agrees that an insert in or a notice on Customer's ISP Telecom invoice constitutes a sufficient notice to Customer. Customer agrees to pay the new charges and abide by the new terms and conditions described in such notice, or alternatively, Customer may terminate this Agreement without penalty upon giving written notice to ISP Telecom prior to the expiration of the 30 day period referred to above.
- 10) ISP Telecom shall not be liable for any delay or failure in performance due to force majeure, which shall include without limitation acts of God, earthquake, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or other occurrences which are beyond ISP Telecom's reasonable control.
- 11) Customer may not use ISP Telecom's name, trademark, tradenames or other proprietary identifying symbols without the prior written approval of ISP Telecom. Customer may not assign or transfer any of its rights or obligations under this Agreement without the express, prior written consent of ISP Telecom; provided, that the Customer may assign or transfer this Agreement to any affiliate of the Customer upon advance written notice to ISP Telecom.
- 12) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Québec, and the federal laws of Canada applicable in such province. Both parties agree that any court proceedings shall be located in Montreal, Quebec.
- 13) No failure on the part of either party to exercise, and no delay in exercising, any right or remedy under this Agreement shall operate as a waiver of such right or remedy; nor shall any single or partial exercise of any right or remedy under this Agreement preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy granted under this Agreement or by law.
- 14) If any term of this Agreement, or the application of such term to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such term to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.
- 15) **LIMITATION OF LIABILITY AND INDEMNITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION ANY SERVICE SCHEDULE ISSUED HEREUNDER, OR UNDER ANY THEORY OF LIABILITY, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH; THIS LIMITATION SHALL APPLY EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTYS AGGREGATE LIABILITY TO THE OTHER PURSUANT TO THIS AGREEMENT EXCEED THE AMOUNT OF MONEY RECEIVED BY VENDOR FROM CUSTOMER DURING THE MONTH IMMEDIATELY PRECEDING THE EVENT THAT AROSE THE CLAIM, DEMAND OR ACTION.
- 16) Customer acknowledges that any 911 service provided by ISP Telecom may not be suitable for VoIP services. Customer certifies that it has made arrangements to provide 911 service to its end users. Customer further acknowledges that it is in compliance with CRTC Decision 2005-21, Decision 2005-61 and Decision 2007-44, and Telecom Regulatory Policy 2011-426, and any further directive or decision by the CRTC. Customer also certifies that any and all of Customer's wholesale customers and subordinate wholesale customers abide by the directions regarding the provision of 9-1-1 service to local VoIP service providers.
- 17) Customer agrees to abide by industry standard acceptable use policies, including the prompt respect of do-not-call requests, and fully cooperate with authorities on reported cases of abuse. Failure to abide by such standards shall be grounds for termination of the contract by ISP Telecom.
- 18) Le client et ISP Telecom ont demandé expressément que la présente entente et tous les documents, annexes et avis connexes soient rédigés en anglais. The Customer and



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ISP Telecom have expressly requested that the Agreement and all documents, appendices and notices be drafted in the English language.

I (the Customer) have read this agreement and the attached schedules which constitute the entire “Agreement” between ISP Telecom and Customer.

**ISP Telecom Inc.**

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**Customer**

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_