



Master Services Agreement:

MSA number: _ 2012000000 _

SCHEDULE H

PREPAID LONG DISTANCE SWITCHED MINUTES SERVICES

General

Delivery of any Service described in this Schedule is subject to the signing of the ISP Telecom Inc. Master Services Agreement between the Customer and ISP Telecom Inc. The terms and conditions of the Master Services Agreement shall govern the relationship of the parties and the execution of this Schedule shall be conclusive evidence of acceptance of those terms and conditions.

1. Service Description

Switched Minutes shall consist of the termination by ISP TELECOM worldwide of valid billed message toll service traffic (as defined in Section 5 of this Schedule). ISP TELECOM Switched Services cannot be used to terminate local calls. For further clarification, all calls will be rated as long distance calling.

In this Schedule, all references to "traffic" shall mean valid traffic as described in this section.

2. Valid Call Definition

For the purpose of this Schedule, a "Conversation Minute" shall mean a minute of communication resulting from a completed connection between the calling number and the called number. The duration of each conversation shall be measured in actual seconds of Conversation Time. "Conversation Time" shall mean the interval that elapses between (i) the moment when the reply condition (answer signal in the backward direction) is detected at the point where the recording of the call duration takes place, and (ii) the moment when the clear forward condition (clear forward signal) is detected at the same point, rounded to the nearest second.

3 Rates and Charges

Canadian Traffic

A per-minute rate shall be applied to each Conversation Minute (as defined in Section 2 of this Schedule) of Valid Canadian Traffic sent by the Customer to ISP TELECOM for purposes of terminating such Valid Canadian Traffic in Canada. Per call rating will be done using an initial six (6) second minimum time followed by six (6) second increments of Conversation Time (as defined in Section 2 of this Schedule), rounded up to the nearest six (6) second increment. For Valid Canadian Traffic, the rounded figure (expressed in minutes) shall then be multiplied by the applicable per minute NPA rate to the fourth decimal place as specified in Appendix A Table 1 of this Schedule, entitled "Canadian Terminations",

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attached hereto. Where a specific Independent NXX entry is defined in the table, the NPA-NXX rate is in addition to the corresponding NPA rate.

American Traffic

A per-minute rate shall be applied to each Conversation Minute of Valid U.S. Traffic sent by the Customer to ISP TELECOM for purposes of terminating such Valid U.S. Traffic in the United States. Per call rating will be done using an initial six (6) second minimum time followed by six (6) second increments of Conversation Time, rounded up to the nearest six (6) second increment. For Valid U.S. Traffic, the rounded figure (expressed in minutes) shall then be multiplied by the applicable per minute NPA rate to the fourth decimal place as specified in Appendix A Table 3 of this Schedule, entitled "USA Terminations", attached hereto. Where a specific NPA-NXX entry is defined in the table, the NPA-NXX rate supersedes the corresponding NPA rate.

International Traffic

A per-minute rate shall be applied to each Conversation Minute of Valid International Traffic sent by the Customer to ISP TELECOM for purposes of terminating such Valid International Traffic world-wide, exclusive of Canada and the United States. For Valid International Traffic, exclusive of Mexico, per call rating will be done using an initial thirty (30) second minimum time followed by six (6) second increments of Conversation Time, rounded up to the nearest six (6) second increment. For Valid International Traffic terminating in Mexico, per call rating will be done using an initial sixty (60) second time followed by one (1) minute increments of Conversation Time, rounded up to the nearest sixty (60) second increment. The per minute rates applicable to traffic termination in each country code are set forth in Appendix A Table 4 of this Schedule, entitled "International Terminations", attached hereto. Where a specific country code / city-mobile code entry is defined in the table, the country code / city-mobile code rate supersedes the corresponding country code rate.

Notwithstanding any other provision of this Agreement, ISP TELECOM shall have the right to adjust the charges payable under this Agreement from time to time upon providing written notice (the "Adjustment Notice") to the Customer, in accordance with the following:

- (i) If the Adjustment Notice pertains to the rates for Valid Canadian Traffic and/or Valid U.S. Traffic, and the Customer is not satisfied with the adjustment, the Customer shall have the right to terminate this Schedule, without incurring any Termination Charge, by providing written notice to ISP TELECOM within five (5) days from the date of the Customer's receipt of the Adjustment Notice. If the Customer does not provide any such notice to ISP TELECOM within five (5) days from the date of the Customer's receipt of the Adjustment Notice, the Customer is deemed to have accepted the adjustment to the charges as specified in the Adjustment Notice.
- (ii) If the Adjustment Notice pertains to the rates for Valid International Traffic, and will result (on a going forward basis) in an aggregate increase of more than 10% for all Switched Minutes Services provided hereunder, based on the Customer's traffic pattern between the Service

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Commencement Date and the date of the Adjustment Notice (a "Significant Increase"), the Customer shall have the right to terminate this Schedule, without incurring any Termination Charge, by providing written notice to ISP TELECOM within five (5) days from the date of the Customer's receipt of the Adjustment Notice. If the Customer does not provide any such notice to ISP TELECOM within five (5) days from the date of the Customer's receipt of the Adjustment Notice, or if the Adjustment Notice will not result in a Significant Increase, the Customer is deemed to have accepted the adjustment to the charges as specified in the Adjustment Notice.

- (iii) If the Adjustment Notice pertains to the rates for Valid International MOBILE Traffic, and will result (on a going forward basis) in an aggregate increase of more than 10% for all Switched Minutes Services provided hereunder, based on the Customer's traffic pattern between the Service Commencement Date and the date of the Adjustment Notice (a "Significant Increase"), the Customer shall have the right to terminate this Schedule, without incurring any Termination Charge, by providing written notice to ISP TELECOM within one (1) days from the date of the Customer's receipt of the Adjustment Notice. If the Customer does not provide any such notice to ISP TELECOM within one (1) days from the date of the Customer's receipt of the Adjustment Notice, or if the Adjustment Notice will not result in a Significant Increase, the Customer is deemed to have accepted the adjustment to the charges as specified in the Adjustment Notice.

4 Time Zones

Calls are rated using Greenwich Mean Time or British Standard Time, as applicable.

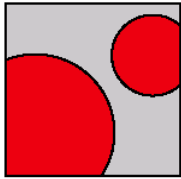
5 Mix of Traffic Obligations

Canada: Customer agrees that the codes listed in Table 1 of APPENDIX (1) shall be the only calls rated as per the prices agreed to in this document. Any other call presented for termination shall be treated as an Independent Telephone Company ("ITC") call. **Valid Call Types**

For purposes of this Schedule:

- (a) "Valid Canadian Traffic" and "Valid U.S. Traffic" shall consist only of direct dialed (1+) calls terminating in Canadian and USA NPAs, and local calls not terminating to an ILEC. For greater certainty, (i) calls to NXXs 555 and 976, (ii) calls to NPAs 900, 800, 877, 866 and other toll-free numbers, and (iii) billed calling card calls, reverse billed collect calls, reverse billed calls, billed to third party calls, and operator handled calls, are not Valid Canadian Traffic or Valid U.S. Traffic, and any such calls shall be routed to vacant numbers and shall receive an overflow (fast busy) tone. For greater certainty, calls to non-ILECs within a local calling area of an Extended Area will be charged as "Valid Canadian Traffic" and charged at Long Distance rates.

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(b) "Valid International Traffic" shall consist only of direct dialed (011+) calls terminating outside of Canada and the United States. For greater certainty, billed calling card calls, reverse billed collect calls, reverse billed calls, billed to third party calls, and operator handled calls, are not Valid International Traffic, and any such calls shall be routed to vacant numbers and shall receive an overflow (fast busy) tone.

6 Credit Deposit

The Customer will remit a credit deposit to ISP TELECOM in advance of any services being provisioned or delivered:

The credit deposit will be made to:

Bank of Montreal
Université & René-Lévesque
630, boul. René-Lévesque Ouest
Montréal QC H3B 1S6
Tel: 514-877-7146

Bank: 001
Branch: 02301
Account: 1219-259 CAD

SWIFT: BOFMCAM2

And amount maybe enhanced to make sure that, it covers the payables for the weekends. Please note that ISP Telecom reserves rights to terminate the services as soon as the balance is not sufficient to cover the ensuing days traffic as per ISP Telecom estimates.

7 Billing Period

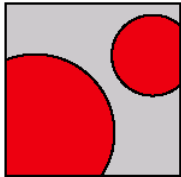
The billing period shall be as set out below. Each Customer bill shall include all traffic delivered by ISP TELECOM to Customer, for purposes of terminating such traffic, from the first day of the billing period to the last day of the billing period, inclusive.

Billing Term: One Day

Payment Term: Same Day

ISP Telecom reserves all rights to terminate any route for which there is a zero or negative balance showing on the net Long Distance account statement.

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Early Contract Termination Charge

Where this Agreement is terminated by the Customer prior to the end of the Term, or by ISP TELECOM for cause as described in this Agreement, the Customer agrees to pay ISP TELECOM, in a single payment as liquidated damages for early termination and not as a penalty, an amount equal to the entire outstanding balance of the customer's account(s) at time of termination.

8 Connection Site

The Customer shall provide all traffic to ISP TELECOM under this Agreement to the following address:

A designated ISP TELECOM POP in:

Montreal ___

Toronto ___

Interconnection Format:

TDM ___ (IX, Local Access, or Cross Connect Charges may apply)

SIP ___

In both cases, Customer is responsible for contracting and provisioning local circuits capable of supporting the Pre-Paid Long Distance Services.

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