



CARRIER SERVICE AGREEMENT

This Carrier Service Agreement (the "Agreement") is made on this _____ day of _____ 201 by and between Comwave Networks Inc, an Ontario corporation ("Comwave"), and _____ ("Customer"), a _____ corporation, with respect to the following facts:

RECITALS

- A. Comwave is engaged in the business of providing telephony services (the "Services").
- B. Customer is a cable operator, internet service provider, reseller, rebiller, carrier, or wholesaler and desires to obtain Comwave Services for the purpose of reselling them to end consumers.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, **THE PARTIES HERETO AGREE AS FOLLOWS:**

1. Services

1.1. Services. Comwave agrees to provide Services to Customer as set forth in Schedule A and subsequent Service Orders with terms and conditions that will form part of Schedule A. The Services may include but are not limited to: i) Comwave Home Phone , ii) Comwave SIP PRI, iii) and Long Distance Termination "LD", iv) and or Web Portal, v) Conferencing Services, vi) Comwave VoIP Resell, vii) Hosted PBX viii) Operator & Directory Assistance Services. Comwave reserves the sole right to determine the methods of access and the optimum routing for traffic across the Comwave backbone or across other networks.

1.2. Term. The term of this Agreement will commence upon the initiation of the availability of the Services to Customer, and extend for a period three (3) years. Thereafter, this Agreement will be automatically renewed for consecutive one (1) year period unless either party provides the other party with written notification, at least sixty (60) days prior to the expiration of the then current term of this Agreement, of its intention not to renew this Agreement. Subject to Comwave's termination rights set forth in Section 5 of this Agreement, this Agreement will remain in effect with respect to any order for Services ("Service Order") entered into prior to the effective date of the termination of this Agreement for the term specified in such Service Order and the terms and conditions of this Agreement will continue to apply to the Services covered by such Service Order. Upon termination of this Agreement, Customer's right to order new Services will cease and Comwave will have no further obligation to furnish new Services to Customer. This agreement shall supersede any previous agreement.

1.3. Prohibited Uses of the Services. Customer will not use the Services or permit others to use the Services in any way that (i) violates any local, state or federal law or regulation; (ii) subjects Comwave, its subsidiaries, clients, or customers to criminal or civil liability, (iii) intentionally through the actions or inactions of Customer adversely affect the operation of Comwave's network or (iv) contravenes this Agreement. Comwave has no obligation to monitor the Services, but may do so and may disclose information regarding Customer's use of the Services to satisfy lawful governmental requests, to operate, maintain or improve the Services, or to protect Comwave, its subsidiaries, clients and customers against criminal and civil liability. The Services may be used for voice and facsimile, excluding broadcast facsimile, communications only and may not be used for data communications.

1.4. Policy Changes. Comwave will provide Customer with fifteen (15) days prior written notice of any and all changes in policy and technical issues that might affect Customer's compliance with this Agreement.

2. Fees



2.1. Monthly and Call Duration Charges. In consideration for the services provided by Comwave to Customer pursuant to Section 1 of this Agreement, Customer agrees to pay to Comwave the monthly charges, call duration charges, and related charges specified in the applicable schedules to this Agreement. Rates and billing terms for the Services are set forth in Schedules A and B and/or accompanying Appendices. Unless otherwise set forth in the applicable schedules, Comwave will provide Customer with a monthly bill for all amounts due to Comwave through the date of invoice in an electronic format. All amounts due and owing to Comwave will be payable on a Net 30 basis. All invoices not paid in full within thirty (30) days after the date of invoice will be considered past due ("Past Due") and subject to an interest charge at the lesser rate of 1.5% per month or the maximum rate allowable by applicable law. Comwave will have the unilateral right to discontinue services to the Customer if the account is Past Due.

2.2. Additional Charges. Except as specifically set forth in this Agreement, Customer is solely responsible for all charges incurred in relation to the receipt of the Services. Customer agrees to pay all sales and use taxes, duties or levies including 911 fees, directory listing fees, and operator service fees which may be required by law in connection with the provision of the Services to Customer. If Comwave discovers any such applicable charges for which Customer is unlikely to be aware, Comwave will notify Customer and provide a reconciliation of any amounts outstanding.

2.3. Deposit. Comwave has the right to check Customer's credit record prior to the initiation of the Services. Comwave may also require Customer to pay a deposit prior to the initiation of the Services. Comwave reserves the right to review Customer's monthly bills and payment history with Comwave on a weekly basis and, if deemed necessary, may increase the deposit. In addition to its termination rights under Section 5 of this Agreement, if Customer fails to comply with any security deposit request made by Comwave, Comwave may immediately and without notice suspend provision of the Services.

2.4 Amendments. During the term of this agreement, Comwave may at its sole discretion make amendments including additions or deletions to any section or schedule of this agreement without liability. Comwave must provide Customer with ninety (90) days written notice of any amendments.

3. Disputed Invoices

Requests for billing adjustments together with all supporting documentation must be received by Comwave within thirty (30) days from the date of the invoice in dispute or the right to a billing adjustment will be waived. All such requests must be in writing and must clearly identify the amount in dispute and the specific items in dispute. Requests for billing adjustments that do not provide adequate information for analysis by Comwave, as determined in Comwave's sole discretion, will be rejected and any outstanding amounts will be due according to the invoice which was the subject of the request. In the event of a billing dispute, Customer must timely pay any undisputed amounts.

4. Fraudulent Use of Services

Customer is solely responsible for all charges incurred with respect to the Services, even if such charges were incurred through or as a result of fraudulent or unauthorized use of the Services. Nothing in this Section 4, however, will be construed to obligate Comwave to detect or report fraudulent or unauthorized use of the Services.

5. Termination of Services

5.1. Nonpayment. Comwave may, upon seven (7) days prior written notice, discontinue the Services without incurring any liability, if any Customer invoice is Past Due.

5.2. Other Causes. After Comwave has sent written notice to Customer of a breach and Customer has been given seven (7) days to cure such breach. Comwave may, upon seven (7) days prior written notice, discontinue the Services in the event of a breach of this Agreement by Customer, fraudulent use of the Services by Customer, fraud or misrepresentation in any submission of information to Comwave by Customer, or violations of the prohibited uses set forth in section 1.3 of this Agreement.



5.3. Bankruptcy. Comwave may immediately discontinue or suspend delivery of the Services to Customer and contact the Customers' end users directly to sell them Comwave service only if; Customer files a bankruptcy or reorganization or Customer fails to discharge an involuntary petition within thirty (30) days after such filing, or if Customer otherwise becomes insolvent. Comwave at its sole discretion may immediately contact any end user of the Customer.

5.4 Minimum Monthly Commitments (MMC). Comwave shall set on a quarterly basis MMC's as listed in Schedule "C" of this agreement. Comwave at its sole discretion may modify the MMC in Schedule "C" from time-to-time. Some Comwave Services shall have a fixed MMC that will not change for the term of this agreement. Fixed MMC's will be designated as such in Schedule "C". Amendments to Schedule "C" shall be delivered to the Customer in writing at the beginning of each calendar quarter. Comwave may terminate this agreement without liability if Customer fails to meet MMC for two consecutive quarters.

5.5 Termination Charges. In the event that Customer terminates the Services in breach of the terms of this Agreement prior to the end of the agreed term, Comwave will be entitled to all remedies available to Comwave at law, in equity, or pursuant to this Agreement.

5.6. Rights and Obligations. Upon termination of this Agreement, all rights to the Services granted to Customer or its authorized users under this Agreement will immediately cease and terminate. Termination of this Agreement does not release Customer from the obligation to pay any and all accrued charges under this Agreement, unless otherwise expressly provided in this Agreement.

5.7 DID Numbers After Termination. All DID's (phone numbers) shall remain the property of Comwave. Upon termination and within ninety (90) days and provided none of the terms in this agreement and attached schedules have been breached by the Customer; Customer may make arrangement with an alternate carrier to LNP the DID's and Comwave shall not unreasonably withhold this LNP service. Customer agrees to pay Comwave to LNP the numbers to an alternate carrier.

6. Customer Obligations and Responsibilities

6.1. Compliance with Law. In the event any provisions of this Agreement are found to be in violation of local, provincial, state or federal law, Customer must still abide by the provisions of the Agreement that are not in violation of such law. Customer will not be relieved of any duty, obligation or responsibility hereunder due to the fact that the Services are ultimately provided to end users. Customer represents and warrants that it will comply with all applicable laws and applicable rules and regulations promulgated by federal, provincial, municipal, regional and state regulatory agencies, including, but not limited to, those concerning interexchange carrier selection.

6.2. Monthly Minimum Commitment (MMC) Compliance. Maintain the commitment levels listed in Schedule "C" of this agreement.

7. Network Maintenance

Comwave shall on a regular basis maintain the network for optimum performance. Comwave maintenance windows shall be performed by Comwave without further notification to the customer at low usage times which are typically between 2am and 5am twice per week. Major maintenance windows where service impairment may last longer than ten minutes will be scheduled and a notification will be sent to the Customer.

8. Technical Support Services & Comwave Web Portal



8.1 Web Portal. Comwave shall utilize the Comwave online web portal for all communications and service ticketing related to Services herein. Customer acknowledges the requirement to use the web portal and undertakes to check the portal regularly for information and bulletins from Comwave.

8.2. Service Tickets. There is no charge for opening a Service Ticket with Comwave however Comwave shall charge \$150/hour for resolutions to Service Tickets whereby the problem is deemed caused by a Customer equipment or configuration issue.

9. Use of Names and Marks

This Agreement confers no right to use the name, service marks, trademarks, copyrights or patents of either party except as expressly provided herein. Neither party will take any action which would compromise the registered copyrights or service marks of the other party.

10. Liability

The liability of Comwave for damages arising out of the furnishing of the Services, including but not limited to mistakes, omissions, interruptions, delays, tortious conduct, errors or other defects, representations, uses of the Services, or arising out of the failure to furnish the Services, whether caused by acts of commission or omission, is limited to the amount of fees already paid by Customer to Comwave during the two (2) months immediately preceding the event out of which the liability arose. This amount is the sole remedy of Customer and the sole liability of Comwave. Neither party will be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to damages for lost profits or lost revenues, whether or not caused by the acts or omissions or negligence of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages.

11. Disclaimer of Warranties

THE SERVICES WILL BE MADE AVAILABLE ON A COMMERCIALY REASONABLE BASIS AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN THE SCHEDULES HERETO, COMWAVE MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY OR QUALITY OF THE SERVICES OR ANY SPECIFIC FEATURES OF THE SERVICES. COMWAVE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. Notice

Notice will be deemed to be given by one party to the other parties of this Agreement upon personal delivery by messenger, air courier, certified registered mail, facsimile or email, addressed to the parties as follows, or to any other address or facsimile numbers provided to the parties in writing in accordance with this Agreement by the party making the change:

If to Comwave:

Comwave
Attn.: Carrier Services
cc.: Legal Department
61 Wildcat Rd
Toronto On
M3J 2P5
Fax 416-736-3161
legal@comwave.net



If to Customer:

13. Indemnification

Indemnification by Customer. Customer will indemnify, defend, and hold Comwave harmless from all claims, loss, damage, expense, including attorney's fees and court costs, or liability arising from (i) any claims made against Comwave by any end user in connection with the delivery or consumption of the Services, (ii) use of facilities furnished by Comwave in a manner inconsistent with the terms hereof or in a manner that Comwave did not contemplate and over which Comwave exercises no control, (iii) any breach of this Agreement by Customer, and (iv) all other claims, loss, damage, expense, including attorney's fees and court costs, or liability arising out of any commission of an act or omission to an act by Customer in connection with the Services.

14. General Provisions

14.1. Relationship of Parties. Neither this Agreement nor the provision of Services may be construed to constitute or create an association, joint venture, partnership or other form of legal entity or business enterprise between Customer and Comwave, its agents, employees and/or affiliates. Comwave is an independent contractor with respect to Customer. Customer is the service provider with respect to end users. Comwave is merely a supplier to Customer with no relationship to end users.

14.2. Additional Products. From time to time Comwave may offer Customer new products and services developed by Comwave or obtained by Comwave from others for use with the Services. Any new products or services which Customer elects to purchase from Comwave will be considered to form part of the Services and will be provided upon the terms and conditions of this Agreement, together with such additional terms and conditions which are generally applicable to the provision of those new products and services.

14.3. Force Majeure. Comwave is not liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment or fiber links, or any consequence thereof, arising from any cause not within Comwave's reasonable control (including but not limited to acts of God, fire, flood, or other catastrophes; any law, order, regulation, direction, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections riots, or wars; unavailability of power, rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties). In the event of force majeure circumstances affecting Comwave, Comwave may at its option (i) cancel this Agreement or (ii) modify the Services for any period necessary during which time this Agreement will remain in full force and effect.

14.4. Waivers. If any party at any time waives any rights hereunder resulting from any breach by the other party of any of the provisions of this Agreement, such waiver is not to be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. Resort to any remedies referred to herein will not be construed as a waiver of any other rights and remedies to which such party is entitled under this Agreement or otherwise.

14.5. Successors and Assigns. Each covenant and representation of this Agreement will inure to the benefit of and be binding upon each of the parties, their personal representatives, assigns and other successors in interest.

14.6. Attorney's Fees. In the event that any party must resort to legal action in order to enforce the provisions of this Agreement or to defend such action, the prevailing party will be entitled to receive reimbursement from the



non-prevailing party for all reasonable attorney's fees and all other costs incurred in commencing or defending such action, or in enforcing this Agreement, including but not limited to post judgment costs.

14.7. Entire and Sole Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and undertakings, whether oral or written, with respect to the subject matter of this Agreement.

14.8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario. The venue for any legal proceedings under this Agreement will be in the appropriate forum in the City of Toronto.

14.9. Rights Cumulative. All rights and remedies under this Agreement are cumulative, and none is intended to be exclusive of another. No delay or omission in insisting upon the strict observance of performance of any provision of this Agreement, or in exercising any right or remedy, will be construed as a waiver or relinquishment of such provision, nor will it impair such right or remedy. Every right and remedy may be exercised from time to time and as often as deemed expedient.

14.10. Captions. The paragraph and other headings contained in this Agreement are for reference purposes only, and do not limit or otherwise affect the meaning hereof.

14.11. Legal Holidays. In the case where the date on which any action required to be taken, document required to be delivered or payment required to be made is not a business day in Toronto Ontario, such action, delivery or payment need not be made on that date, but may be made on the next succeeding business day.

14.12. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which counterparts will be deemed to be an original, and such counterparts will constitute but one and the same instrument.

14.13. Parties. This Agreement will inure solely to the benefit of and will be binding upon the parties hereto and their respective successors, legal representatives and assigns, and no other person will have or be construed to have any equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provision contained herein.

14.14. Severable Provisions. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or for any reason unenforceable, in whole or in part, the remaining provisions (and any partially unenforceable provisions to the extent they are enforceable) will nevertheless be binding and enforceable.

14.15. Interpretation. If there should be any conflict between the terms and conditions above and those in Schedule A, the terms and conditions in Schedule A shall control.

14.16. Authority. Each signatory to this Agreement does hereby represent and warrant that he has the authority to execute this Agreement on behalf of the party to this Agreement for whom he is executing this Agreement.



CUSTOMER:

By: _____

Date _____

Print Name

Title

Street Address

City, State and Zip Code

Telephone Number

Facsimile Number

COMWAVE:

By: _____

Date: _____

Print Name

Title



SCHEDULE A
Products and Pricing



SCHEDULE B

VOICE TERMINATION SERVICES

Comwave will charge the Customer for all per minute long distance termination charges. Comwave will provide the Customer with Long Distance services at rates specified by Comwave from time-to-time. Comwave may change the per-minute rates by giving the customer five days notice. Rate changes can affect unlimited long distance packages. Comwave shall provide the Customer with an invoice and a CDR (Call Detail Records) for all Long Distance calls on a monthly basis.

Customer assumes all liability for calls terminated by Comwave. Customer must utilize best practices to monitor and prevent fraudulent call activity.



SCHEDULE C

Monthly Minimum Commitments (MMC)

VoIP telephone service:

Long Distance: \$ (Fixed)

Comwave PRI Access \$ (Fixed)