

SCHEDULE "A"

TERMS OF SERVICE

These Terms of Service (as revised from time to time by Global One upon written notice to the Customer) apply to Global One's provision of and the Customer's use of the Services under the Agreement. A current copy of Global One's Terms of Service is available upon request or at www.Globalone.ca

"Affiliate" of a party means any entity which controls, is under common control with, or is controlled by, that party.

"Agreement" means these Terms of Service, any applicable Service Schedule or any other written agreement between Global One and the Customer regarding the Services.

"Annual Contract Value" means the aggregate dollar value of the Services (as set out in the applicable Service Schedules) that the Customer has committed to for each year of the Initial Term or any renewal term.

"Charges" means the rates and charges in the applicable Service Schedule.

"Claims" means any claim, demand, liability, damage, loss, suit, action, investigation, proceeding or cause of action and all related costs and expenses (which shall include, without limitation, reasonable legal fees and expenses, including those fees and expenses of counsel incurred in connection with any claim, demand, liability, damage, loss, suit, action, investigation, proceeding or cause of action between Global One and the Customer or Global One and a third party or otherwise).

"Confidential Information" means either party's technical and business information, including without limitation, information relating to inventions or software, research and development, future product specifications, engineering processes, network architecture, costs, profit or margin information, employee information, customer or prospective customer information, product information and marketing and business plans. "Confidential Information" does not include information which:

(a) is or becomes publicly known otherwise than by reason of a breach of the Agreement;

(b) has been independently developed outside the scope of the Agreement and without reference to or knowledge of the other party's Confidential Information;

(c) is previously known to a party free of any obligation to keep it confidential; or (d) is required to be disclosed pursuant to subpoena, court order, or other governmental or legal process, whereupon the receiving party shall provide prompt written notice to the disclosing party prior to such disclosure, so that the disclosing party may seek a protective order or other available relief.

means of an HTML hot link, a third party posting or similar means.

"Customer" means the company or other corporate entity or organization whose name appears on the Agreement as the recipient of the services. For the purposes of Sections 9, 10 and 11, "Customer" shall include the Customer, its Affiliates and their respective employees, directors, officers, agents and representatives.

"Customer Location" means the Customer's business address or location for the purposes of Service delivery.

"Facilities" means any facilities, equipment, or software provided in connection with Global One's delivery of the Services or the Customer's use of the Services.

"Force Majeure Event" means any event beyond the reasonable control of a party.

"Global One" means Global One, or any of its Affiliates that Global One authorizes to offer any services or part of any service for the purposes of Sections 8, 9 and 10. "Global One" shall include Global One, its Affiliates and their respective employees, directors, officers, agents, representatives, subcontractors and suppliers.

"Initial Term" means the initial term of a Service Schedule specified in the applicable Service Schedule.

"Minimum Charge" has the meaning set out in Section 5.3

"Personal Information" is information about an identifiable individual that is recorded in any form, but does not include aggregated information that cannot be associated with a specific individual.

"Service Schedule" means Global One's standard service schedule issued for each Service or Service bundle that the Customer asks Global One to provide under the Agreement.

"Services" or "Service" means any product and/or service provided by Global One to the Customer under the Agreement, and does not include the provision of any non-forborne or regulated services.

"Term" means the Initial Term and any renewal term(s).

"User" means any person the Customer permits to access or use the Services.

2.0 ORDERING

"Content" means information made available, displayed or transmitted in connection with a Service including, among other things, all trade-marks and domain names as well as the contents of any bulletin boards or chat forums, and all updates, upgrades, modifications and other versions of any of the foregoing. It also includes information made available by

2.1 The Customer may request Services during the Term by executing a Service Schedule, placing an online order, or placing a phone order ("Order"). Each Order will be effective only when accepted by Global One in writing or provisioned by Global One, and will be governed by these Terms of Service and any other written agreement between the parties regarding the order.

3.0 GLOBAL ONE RESPONSIBILITIES

3.1 Global One will provide the Services to the Customer in a professional and workmanlike manner, consistent with industry standards applicable to such Services, and in accordance with the applicable Service Schedule: (a) where applicable services and technology exist; (b) where the Services continue to be a Global One supported service; and (c) where Global One is permitted by law to provide the Services.

4.0 CUSTOMER RESPONSIBILITIES

4.1 Unless otherwise expressly provided in the Agreement, the Customer will not resell the Services (or otherwise make the Services available to third parties for value).

4.2 The Customer and Users will co-operate with Global One to provide and maintain the Services. This includes, among other things, provisioning and maintaining the Customer Locations (including supplying power and other utilities) and Customer Facilities in accordance with any written specifications that may be provided by Global One to the Customer.

4.3 The Customer shall be responsible for Customer's and User's use of the Services and Content. The Customer's and User's use of the Services and Content will comply with the Agreement, all applicable laws, regulations and written and electronic instructions for use, and will not interfere with any Global One Facility's or Global One's ability to provide the Services to the Customer or others. Unless otherwise required by law or regulatory authority, if Customer's or User's use of the Services materially interferes with any Global One Facilities or Global One's ability to provide the Services to the Customer or others, or if Global One reasonably suspects or receives notice (followed by reasonable investigation) that the Customer's or Users' use of the Services or Content may violate any laws or regulations, Global One may:

(a) suspend the affected Service if such use materially interferes with any Global One Facilities or Global One's ability to provide the Services to others: or

(b) (if the interference or violation is not remedied or capable of remedy within 24 hours of Global One's notice to the Customer) terminate the Agreement or the affected Service or Service Schedule, suspend the affected Service, and or remove or require the Customer to remove the Customer's or Users' Content from the Services. Global One's actions or inaction under this section will not constitute review or approval of the Customer's or User's use of the Services or

Content. Global One will use reasonable efforts to provide advance notice to the Customer before taking action under this section.

5.0 CHARGES AND BILLING

5.1 Unless otherwise agreed to by the parties in writing, Charges for each Service will begin to accrue upon the provision of such Service. The Customer will pay Global One the Charges for the Services in accordance with the applicable Service Schedule, subject to the Minimum Charge. The Charges will remain in effect during the Initial Term and any renewal term of the Agreement, unless Global One provides written notice to the Customer, at least 30 days prior to the end of the Initial Term or renewal term (as applicable) that the Charges will be amended with effect from the first day of the next renewal term. Notwithstanding the foregoing, third party charges incurred by Global One in connection with the Services are subject to change and Global One reserves the right to pass on these charges to the Customer.

5.2 The Customer will pay all monthly recurring Charges in advance and all other Charges monthly in arrears. All Charges shall be payable 30 days from Customer's receipt of the correct applicable invoice, and shall be exclusive of any value added tax, goods and services tax, or other transaction or Indirect tax, fee or surcharge (collectively, the "Taxes") that may apply, including any related interest, penalty or similar charge. The Customer will pay any and all Taxes that apply to the Services.

5.3 The customer shall commit to an Annual Contract Value, which amount may be revised by mutual written consent of the parties. The customer will not pay Global One less than 85% of the Annual Contract Value in any year (the "Minimum Charge"), even if the Customer's invoiced amount for the services for such year (before taxes and after applicable discounts) is less than the Minimum Charge.

5.4 If the Customer is late in making any payment, or if the Customer's bank returns any payment, the Customer will reimburse Global One for any reasonable collection costs Global One incurs. The Customer will pay interest on any late payments at the lower of 51.10% per annum (3.5% per month) or the maximum rate allowed by applicable law.

5.5 The Customer will pay for any reasonable costs that Global One incurs to restore a suspended Service, if the suspension results solely from the Customer's failure to comply with the Agreement.

5.6 In the event that the Customer requests provision of the Services at a Customer location to which Global One does not have existing facilities and a special build, lease of third party facilities or other special arrangement is required in order to accommodate the request (a "Special Build"), the Customer shall pay Global One the actual cost of the Special Build. Prior to commencing a Special Build, Global One shall provide an estimate of the cost of the Special Build and obtain the Customer's written approval of the Special Build.

5.7 The Customer will review the Customer's invoices and inform Global One promptly in writing of any errors, omissions or irregularities. The Customer will pay the undisputed portion of any invoice as required above. If the Customer disputes a portion of an invoice the Customer will give Global One written notice within six (6) months of the invoice date, otherwise the Customer will be considered to have accepted the accuracy and validity of the invoice.

5.8 Unless there has been deception by the Customer regarding a Charge, the Customer will only be responsible for paying a previously unbilled or under billed Charge where it is correctly billed within a period of six (6) months from the date it was incurred.

5.9 If at any time during the Term of the Agreement there is an adverse change in the Customer's payment history, Global One may require that the Customer provide Global One with a security deposit or increase the amount of a security deposit, as the case may be, as security for the full and faithful performance of the Customer of the terms, conditions and covenants of the Agreement. In the event that the Customer does not comply with Global One's requirements, Global One reserves the right to suspend Services without further notice until Global One's requirements are met. The Customer agrees and acknowledges that Global One may conduct any credit enquiries necessary to review the Customer's payment history.

6.0 TERM & TERMINATION

6.1 Term

6.1.1 Unless otherwise stated in the Agreement, the Initial Term of each Service Schedule will begin on the date the Service Schedule is signed by Global One. The Services will be provided for the period and pursuant to the terms set out in the applicable Service Schedule(s).

6.1.2 The Initial Term will auto renew for successive periods equal to the Initial Term unless either party gives the other party prior written notice of termination at least sixty (60) days prior to the end of the Initial Term or renewal term (as applicable).

6.2 Termination for Cause

6.2.1 Global One may terminate the Agreement or the applicable Service in accordance with Section 4.3.

6.2.2 If either party breaches any material term or condition of the Agreement and the breach cannot be remedied within 30 days after receipt of written notice, the other party may terminate the Agreement or the affected Service or Service Schedule for cause. Either party can terminate the Agreement immediately if (a) the other party breaches its obligations under Section 7 (Confidential Information) or Section 13.2 (publicity and trade-marks); (b) any proceeding under bankruptcy, creditor protection or similar law is commenced against the other party; or (c) a receiver is appointed for the other party.

6.2.3 Global One may terminate the agreement and suspend service if:

1. a) the customer fails to pay an account that is past due, provided it has been past due for more than two months.
2. b) fails to comply with a deferred payment agreement.
3. c) Contravenes any term or condition of the agreement.

6.3 Termination Charge

6.3.1 If the Customer cancels or delays a request for any Service after installation work has started, but before such Service is provisioned the Customer will pay a one-time installation charge ("Installation Charge") to cover Global One's reasonable costs (including without limitation, third party costs or costs incurred by Global One for Special Builds) of installing and or provisioning such Service .

6.3.2 The Customer acknowledges that any termination charges payable under this section if any are a realistic pre-estimate of the damages that Global One will suffer for the termination. Termination charges shall be equal to 85% of remaining contract term. For example, if the Customer wishes to terminate the Agreement five (5) months before the expiration of Term, the Customer would pay the following: monthly Charges x 5 x 85%. In the case of long distance and toll free service, the monthly charge will be calculated from the average monthly charge from the prior six (6) months Billings.

6.3.3 The Customer will pay all undisputed Charges incurred up to the effective date of termination of any Service or the Agreement (including, without limitation, any amounts owing for Special Builds).

7.0 CONFIDENTIAL INFORMATION

7.1 Confidentiality obligations stated in this Agreement shall survive termination of the Agreement and all Service Schedules. The receiving party shall protect the disclosing party's confidential information using at least the same precautions the receiving party uses to safeguard its own confidential or proprietary information.

7.2 Each party will use the disclosing party's Confidential Information solely to fulfill its obligations under the Agreement. In the case of Global One, this includes the ability to monitor and record the Customer's transmissions in order to detect fraud, check quality, confirm compliance with the Agreement, and to operate, maintain and repair the Services.

7.3 Neither party will disclose the disclosing party's Confidential Information, except to: (a) employees, agents, contractors and Affiliates on a need-to-know basis, provided that such agents, contractors and Affiliates are not direct competitors of the disclosing party, and agree in writing to use and disclosure restrictions as restrictive as those contained in this section or alternatively,

have been instructed to maintain the confidentiality of the Confidential Information and are required to do so; or (b) to the extent required by law, with prior advance written notice.

7.4 Unless the Customer consents in writing or disclosure is made pursuant to a legal requirement, all information held by Global One regarding the Customer, other than the Customer's name, address, listed telephone number, domain name or "IP" number, may not be disclosed to anyone other than (a) a person who (in Global One's reasonable judgment) is seeking the information at Customer's direction as the Customer's agent, (b) another telecommunications service provider for the purpose of the efficient and cost-effective provision of telecommunications services, (c) a company involved in supplying the Customer with telephone or telephone directory related services, or Internet or Internet directory related services, or (d) an agent retained by Global One in the collection of the Customer's account, provided disclosure is made on a confidential basis and the information is required for, and is to be used only for, the stated purpose.

7.5 Global One will only use Personal Information that Global One collects in accordance with the principles in Global One's Privacy Policy, a current copy of which is available at www.globalone.ca or upon request.

7.6 Global One has executed and shall be bound by the terms of the attached Confidentiality Addendum and Global One shall ensure that each employee or consultant shall agree to be bound by the confidentiality provisions set forth in the Confidentiality Addendum.

The obligations set forth in the Confidentiality Addendum shall survive the termination of this Agreement.

8.0 LIMITATIONS OF LIABILITY

8.1 For the purposes of all exclusive remedies, indemnities and limitations of liability in the Agreement: (a) "Global One" will include and its Affiliates, and their respective employees, directors, officers, agents, representatives, subcontractors, interconnection service providers and suppliers; and (b) "Customer" will include the Customer, the Customer's Affiliates and Users, and their respective employees, directors, officers, agents, and representatives.

8.2 THE ENTIRE LIABILITY THAT EITHER PARTY WILL HAVE TO THE OTHER PARTY, AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, FOR THE FOLLOWING SHALL BE:

(A) FOR ERRORS AND OMISSIONS IN DIRECTORY LISTINGS. A REFUND OR CREDIT OF ANY CHARGES ASSOCIATED WITH SUCH LISTINGS FOR THE PERIOD DURING WHICH THE ERROR OR OMISSION OCCURRED.

8.3 NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, NONSEQUENTIAL, PUNITIVE; RELIANCE OR SPECIAL DAMAGES,

INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS.

8.4 GLOBAL ONE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: (A) FACILITIES, EQUIPMENT, SOFTWARE, APPLICATIONS, SERVICES, OR CONTENT PROVIDED BY THE CUSTOMER. IT'S USERS OR THIRD PARTIES NOT PROVIDING THE FOREGOING AT THE DIRECTION OF GLOBAL ONE (B) SERVICE INTERRUPTIONS. DEGRADATION, ERRORS, DELAYS OR DEFECTS IN TRANSMISSION. (C) UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF THE CUSTOMER'S, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS BY ANY MEANS (INCLUDING WITHOUT LIMITATION VIRUSES) EXCEPT TO THE EXTENT RESULTING SOLELY FROM GLOBAL ONE'S FAILURE TO FULFILL ITS OBLIGATIONS UNDER THE AGREEMENT OR THE ACTIONS OR INACTIONS OF GLOBAL ONE : OR (D) ANY ACT OR OMISSION OF THE CUSTOMER, USERS OR THIRD PARTIES.

8.5 NEITHER PARTY WILL BE LIABLE FOR A FORCE MAJEURE EVENT, EXCEPT THAT THE CUSTOMER'S OBLIGATION TO PAY FOR CHARGES INCURRED FOR SERVICES RECEIVED BY THE CUSTOMER SHALL NOT BE EXCUSED.

9.0 WARRANTIES

9.1 UNLESS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, GLOBAL ONE MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES REGARDING ANY SERVICE. PRODUCT OR FACILITIES PROVIDED BY GLOBAL ONE TO THE CUSTOMER (INCLUDING WITHOUT LIMITATION, THOSE RELATING TO: (A) NETWORK TRANSMISSION CAPACITY; (B) WHETHER DATA WILL BE TRANSMITTED IN AN UNCORRUPTED FORM; (C) THE SECURITY OF ANY TRANSMISSION OR NETWORK; (D) THE FAULT TOLERANCE OF THE SERVICE; OR (E) THE RELIABILITY OR COMPATIBILITY OF THE FACILITIES, EQUIPMENT OR SOFTWARE OF THIRD PARTIES WHICH MAY BE UTILIZED BY GLOBAL ONE IN PROVIDING, OR BY THE CUSTOMER IN USING, THE SERVICE) WHETHER EXPRESS OR IMPLIED IN LAW OR IN FACT.

10.0 INDEMNITY

10.1 The Customer will indemnify and hold Global One harmless against any and all Claims relating to; (a) the Customer's (or Users') unlawful use of the Services. Global One's Facilities or the Customer's Facilities; (b) property damage, personal injury or death Claims to the extent

caused by the gross negligence or willful conduct of the Customer (or Users); (c) breach of the Customer's (or Users') obligations hereunder; and (d) the Customer's (or Users') Content.

10.2 CUSTOMER, IT'S AFFILIATES AND THEIR EMPLOYEES AND INDEPENDENT CONTRACTORS SHALL NOT BE LIABLE TO GLOBAL ONE OR TO ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES, AGENTS, OR TO ANY OTHER PERSON WHOMSOEVER, FOR ANY DEATH, INJURY TO PERSON OR DAMAGE TO PROPERTY (INCLUDING CONSEQUENTIAL LOSS CAUSED BY THE NEGLIGENCE OR MISCONDUCT OF GLOBAL ONE, ITS SUBCONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES. GLOBAL ONE AGREES TO IMDEMINGY, DEFEND AND HOLD CUSTOMER HARMLESS FROM AND AGAINST ALL LIABILITY, LOSS, COST, CLAIM OR EXPENSE INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES AND EXPENSES, COURT COSTS AND COSTS OF INVESTIGATION ARISING OUT OF, OR ALLEGED TO HAVE ARISEN OUT OF ANY SUCH DEATH, DAMAGES OR INJURY,EVEN IF SUCH LIABILITY, LOSS, COST, CLAIM OR EXPENSE ARISES FROM OR IS ATRIBUTABLE TO CONCURRENT NEGLIGENCE OF THE CUSTOMER.

GLOBAL ONE SHALL INDEMNIFY, DEFEND AND HOLD CUSTOMER HARMLESS FROM AND AGAINST ANY EXPENSE OR LIABILITY THAT MAY RESULT BY REASON OF ANY INFRINGEMENT OR CLAIM OF INFRINGEMENT OF ANY UNITED STATES PATENT, COPYRIGHT OR TRADEMARK BASED UPON THE USE BY CUSTOMER OF THE SERVICES, PROGRAMS OR MATERIALS PROVIDED BY GLOBAL ONE HEREUNDER.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11.0 INSURANCE

GLOBAL ONE agrees to provide the following insurance coverage's for the duration of the Agreement

Commercial General Liability Insurance including contractual liability, products, and completed operations, in an amount of not less the \$1,000,000 for any one occurrence and an aggregate of at least \$5,000,000. Such insurance shall insure against any and all claims for bodily injury including death resulting there from, and damage to or destruction of property of any kind whatsoever and to whomever belonging and arising from Global One's operations under the Agreement whether such operations are performed by Global One, it's subcontractors, or by any one directly or indirectly employed by any of them.

Property insurance on all of Global One's supplied property for performance of the Agreement.

12.0 REGULATORY REQUIREMENT

12.1 If the Federal Communications Commission, the Canadian Radio- television and Telecommunications Commission ("CRTC"), a foreign or state regulatory body. or a court of competent jurisdiction, issues a rule, regulation, law *or* order which has the effect of materially increasing the cost to provide the Services cancelling, changing, or superseding any material term or provision of the Agreement (collectively "Regulatory Requirement"), then the Agreement shall be deemed modified in such a way as the parties mutually agree is consistent with the form, intent and purpose of the Agreement and is necessary to comply with such Regulatory Requirement. In the event that any Service becomes subject to a tariff imposed by the CRTC, the parties agree to adjust the Charges in order to meet the tariff rate. In addition, the parties acknowledge and agree that the terms and conditions contained or incorporated by reference in such tariff will, to the extent of any conflict or inconsistency, prevail over any provision of the Agreement.

13.0 GENERAL PROVISIONS

13.1 The Customer acknowledges and agrees that the Service Schedule and Terms of Service will apply to any other Customer

location(s) where Global One provides Service. The Customer also acknowledges that pricing of Service may not be the same at each location.

13.2 The Customer is not entitled to property rights in dial numbers, and in some cases, "IP" numbers or, domain names assigned to the Customer. Global One may change any numbers or domain names assigned to the Customer. if Global One is required to do so by any legal or regulatory authority or other service provider.

13.3 No public statements or announcements can be made about the Agreement or the relationship between the parties without each party's prior mutual written consent. Neither party will use the other party's trade names, logos, or trademarks (collectively "Marks") without the other party's prior written consent. This written consent can be revoked at any time.

13.4 Unless otherwise expressly provided in the Agreement, any change to the Agreement **must** be in writing and signed by representatives of each party. Any waiver will not operate as a waiver of any other breach of the Agreement.

13.5 Neither party may assign the Agreement without the other party's prior written consent, which consent will not be unreasonably withheld or delayed.

13.6 If any portion of the Agreement is found to be invalid *or* unenforceable, the remaining provisions shall remain in effect.

13.7 Any notices to the other party will be in writing and either mailed by certified or registered mail, sent by express courier or hand delivered and addressed to each party at the address set out in the Agreement, or such other address that a party indicates in writing. Unless otherwise provided in the Agreement, all notices to Global One shall be directed to: 4 Kern Road, Suite 201, Toronto, Ontario, M3B 1T1: Attention: President.

13.8 The laws in effect in Ontario will apply to the Agreement. The parties agree that jurisdiction and venue in the courts of Ontario is appropriate, and that all legal proceedings will be brought only in Ontario.

13.9 All dollar amounts referred to in this Agreement are in lawful money of Canada unless expressly indicated otherwise.

13.10 The parties' obligations, which by their nature would continue beyond the termination or expiration of the Agreement or any Service schedule, including but not limited to, obligations regarding confidentiality, publicity and trade-marks, indemnifications and limitations of liability, will survive such termination or expiration

13.11 There shall be no third party beneficiaries to this Agreement, provided, however, that the various parties specifically included as parties that **may** be indemnified or compensated herein may seek such indemnification or compensation, as appropriate.

13.12 THE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES. THE AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL WITH RESPECT TO THE SERVICES.

13.13 In the event of a conflict or any inconsistency between the terms of these Terms of Service and any Service Schedule, the terms of these Terms of Service shall prevail unless the Service Schedule expressly states that it is amending these Terms of Service.

13.14 The parties confirm that it is their wish that the Agreement, as well as all other documents relating thereto, including all notices, be drawn up in the English language only. If there is any conflict, the English version of this contract shall prevail.

Customer:
Name:
I have the authority to bind the Corporation

Global One Telecom:
Name:
I have the authority to bind the Corporation