

TERMS OF SERVICE (RETAIL BUSINESS SERVICES)

1.0 DEFINITIONS

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

"PSS" means Primary Support System Inc., its Affiliates, successors and assigns, and their respective employees, directors, and officers.

"Annual Contract Value" means the aggregate dollar value of the Service(s) set out in the MSA that the Customer has committed to for each year of the Initial Term and any renewal term.

"Charges" means the fees, rates and charges for the Services set out in the applicable Service Schedule or as otherwise invoiced by PSS in accordance with the MSA and which may include Third Party charges incurred by PSS.

"Claims" means any claim, demand, liability, damage, loss, suit, action, investigation, proceeding or cause of action between PSS and the Customer or between either party and a Third Party, and all related costs and expenses, including without limitation, legal fees and expenses.

"Confidential Information" means either party's confidential technical and business information, including without limitation, information relating to inventions, software, research and development, future product specifications, engineering processes, network architecture, costs, profit or margin information, customer or prospective customer 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 MSA; (b) has been independently developed outside the scope of the MSA 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.

"Content" means information made available, displayed or transmitted in connection with a Service including, without limitation, all trade-marks and domain names as well as the contents of any bulletin boards or chat forums, all updates, upgrades, modifications and other versions of any of the foregoing, and information made available by means of an HTML "hot link," a Third Party posting or similar means.

"Customer" means the company or other corporate entity or organization as the recipient of the Services, and includes the Customer's Affiliates, Users, and each of their respective employees, directors, and officers.

"Customer Location" means the Customer's business address or location for the purposes of Service delivery, as set out in the applicable Service Schedule or otherwise agreed to by the parties in writing.

"Facilities" means any network facilities, fibre, conduit, equipment, hardware or software provided in connection with PSS'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.

"Maintenance Activities" has the meaning set out in Section 5.6.

"MSA" means the Master Services Agreement between PSS and the Customer, which includes these Terms of Service, all Service Schedule(s), and all other subsequent written, or verbal agreements or amendments between PSS and the Customer regarding the Services.

"Service(s)" means collectively any product(s) and service(s) provided by PSS to the Customer including, but not limited to, any product(s) and service(s) provided, but does not include the

provision of any non-forborne or regulated services.

"Terms of Service" means the provisions set out in Sections 1 to 11 herein. PSS may amend these Terms of Service, by posting the change on www.pssnet.com. Customer's continued access to and use of the Services after the change has come into effect constitutes Customer's acceptance of the change and Customer expressly agrees that (a) Customer will be deemed to have accepted the change, with no written agreement or express acknowledgement required; and (b) Customer will continue to be responsible for all Charges.

"Third Party" means a party other than PSS Inc. or Customer (including PSS's Affiliates).

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

"Web Portal" means a secure facility maintained on PSS's servers, which is available to Customers to facilitate the Customers' management of the Services.

2.0 SERVICE RESPONSIBILITIES (PSS)

2.1 PSS shall provide the Services to the Customer in a professional and workmanlike manner in accordance with the MSA during the Initial Term (and any applicable renewal term), provided however that PSS continues to use the requisite technology for such Services, the Services continue to be a PSS supported service, and PSS is permitted by law to provide the Services.

2.2 Certain of the Services or components of the Services may be provided by PSS's Affiliates or suppliers. All Services provided through an Affiliate or supplier shall be subject to and governed by the terms and conditions of the MSA as if such Services were provided directly by PSS.

3.0 SERVICE RESPONSIBILITIES (CUSTOMER)

3.1 General

3.1.1 Unless otherwise expressly provided in the MSA, the Customer shall not resell the Services or otherwise make the Services available to Third Parties for value. If Customer resells the Services contrary to the MSA, then effective the date of resale, Customer will be subject to the then prevailing terms and conditions as applicable to Resellers of PSS and PSS may at its sole discretion terminate the MSA, affected Service immediately without notice.

3.1.2 The Customer shall co-operate with PSS to provide and maintain the Services. This includes, among other things, providing and maintaining the Customer Locations (including supplying power and other utilities) and Customer-provided Facilities in accordance with any specifications that may be provided by PSS to the Customer.

3.1.3 The Customer shall be responsible for Customer's use of the Services and Content. The Customer shall use the Services and

Content in compliance with the MSA, all applicable laws, regulations and written and electronic instructions for use, and shall not interfere with any PSS Facilities or PSS's ability to provide the Services to the Customer or others.

3.1.4 Unless otherwise required by law or regulatory authority, if Customer's use of the Services interferes with any PSS Facilities or PSS's ability to provide the Services to the Customer or others, or if PSS suspects or receives notice (followed by reasonable investigation) that the Customer's use of the Services or Content may violate any laws or regulations, PSS may, at its sole discretion: (a) suspend the affected Service without notice if such use interferes with any PSS Facilities or PSS's ability to provide the Services to others; or (b) if the interference or violation is not remedied or capable of remedy within twenty-four (24) hours of PSS's notice to the Customer, (i) terminate the MSA, the

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affected Service or Service Schedule; or (ii) suspend the affected Service and remove or require the Customer to remove the Customer's Content from the affected Service. PSS's actions or inaction under this Section 3.1.4 shall not constitute review or approval of the Customer's use of the Services or Content. PSS shall use reasonable efforts to provide notice to the Customer before taking action under (b) contemplated in this Section 3.1.4.

3.1.5 The Customer shall ensure that Customer complies with the terms and conditions of the MSA. The Customer shall be responsible for Customer's failure to comply with the terms and conditions of the MSA, Customer's use of the Services and Customer's Content. Customer shall be jointly and severally liable for the obligations of any Affiliate who orders Services from PSS under the MSA.

3.2 Web Portal

3.2.1 Access to and use of the Web Portal by the Customer is authorised only through a User ID and password(s) issued by PSS. The Customer is responsible for maintaining the confidentiality of the User ID and password(s) and for all activities that occur under such User ID and password(s). The Customer shall contact PSS immediately if the Customer has any reason to believe that the User ID or password(s) have been compromised.

3.2.2 The Customer acknowledges and agrees that any change made through the Web Portal to the type of Services purchased by the Customer from PSS will be as effective as if it had been made through a written agreement between the parties. Notwithstanding the foregoing, the Web Portal cannot be used to change any terms and conditions relating to the Services and no cancellation of a Service through the Web Portal shall be considered effective unless such cancellation is made in accordance with this MSA and confirmed in writing by PSS.

3.2.3 While PSS uses reasonable efforts to include accurate, up-to-date information on the Web Portal, PSS makes no warranties, representations or guarantees as to its accuracy and assumes no liability for any errors or omissions in the information available through the Web Portal. PSS reserves the right (at any time, in its sole discretion and without prior notice to the Customer) to: (a) change, remove or terminate the functions associated with PSS's Web Portal; or (b) deny access to and use of the Web Portal.

4.0 CHARGES AND BILLING

4.1 Unless otherwise agreed to by the parties in writing, Charges for each Service shall begin to accrue upon the date such Service is provisioned by PSS. The Customer shall pay to PSS the Charges for the Services in accordance with the invoicing issued. In the event that PSS, with Customer's approval, incurs unusual expense in the provision of a Service, for example and without limitation, for securing rights of way or for special construction, Customer will pay for such expenses in accordance with this Section 4. The Charges shall remain in effect during the Initial Term. Notwithstanding the foregoing, Charges for the Services are subject to change at any time if Third Party charges in connection with a Service are increased or newly charged to PSS. Such Third Party charges may include, but are not limited to, Charges for services, changes, connections, disconnections or terminations of a Service or any component of a Service, including individual circuits, lines or features.

4.2 The Customer shall pay all recurring Charges in advance and all other Charges in arrears. All Charges shall be payable Fifteen (15) days from the invoice date, 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 shall pay all Taxes that apply to the Services.

4.3 The Customer shall commit to an Annual Contract Value,

which amount may be revised by mutual written agreement of the parties. The Customer shall pay PSS not less than 100% 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.

4.4 If the Customer is late in making any payment, or if the Customer's bank returns any payment, the Customer shall reimburse PSS for any reasonable collection costs PSS incurs. The Customer shall pay interest on any late payments at the lower of 3.5% per month or the maximum rate allowed by applicable law, and an additional thirty five dollar (\$35) processing fee.

4.5 The Customer shall pay for any reasonable costs that PSS incurs to conduct an on-site service call or restore a suspended Service, if the services call or suspension results from faulty Customer-provided Facilities or Customer's failure to comply with the MSA.

4.6 In the event that the Customer requests provision of the Services at a Customer location to which PSS does not have existing facilities and a fibre 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 PSS the actual cost of the Special Build (by way of a lump sum payment).

4.7 The Customer shall be responsible for paying a previously unbilled or underbilled Charge, provided that the maximum period of the payment adjustment shall be six (6) months (even if the Customer's use of the Service exceeds such six (6) month period). In the event there has been deception by the Customer regarding a Charge, Customer shall be responsible for paying a previously unbilled or underbilled Charge for the entire period of such deception.

4.8 In the event that there is an adverse change in the Customer's financial position, business prospects or payment history under the MSA, PSS may require that the Customer provide PSS 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 MSA. In the event that the Customer does not comply with PSS's requirements, PSS reserves the right to suspend any or all Services under the MSA without further notice until PSS's requirements are met. The Customer acknowledges and agrees that PSS may conduct any credit enquiries necessary to review the Customer's payment history.

4.9 The Customer is responsible and liable for payment of all calls originating from or passing through the Facilities (including telephones), whether charged to Customer's account or not, including all applicable Service and usage Charges associated with such calls, regardless of who made the calls, who accepted the Charges, or how the Facilities were intercepted. PSS, if it so elects, may collect all or part of the Charges referred to in the preceding sentence, from the person placing the call or from any person who may otherwise be responsible for the Charges incurred.

4.10 In the event the Customer wishes to unilaterally change the location where all or portion of the Services is provided, Customer acknowledges that such migration may result in an increase to the applicable Charges and/or to the Annual Contract Value. In such circumstances, Customer and PSS must enter into discussions to negotiate a mutually agreeable addendum to the applicable Service, failing which the parties may terminate the Service, subject to the payment of any applicable Termination Charge by the Customer in accordance with Section 6.4.

5.0 FACILITIES

5.1 PSS will continue to own its respective Facilities on customer's site whether or may not create any liens or encumbrances on any PSS facilities.

5.2 PSS: (a) is the owner of all right, title and interest in all Facilities supplied, built or otherwise provided by PSS, whether or not the

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Customer has paid any costs towards the purchase and supply of such Facilities (including, without limitation, any Special Build) (the "PSS Facilities"); or (b) has obtained the right to make the PSS Facilities available for use by the Customer from a Third Party. The Customer shall have no rights in the PSS Facilities.

5.3 The Customer shall not make any change or repair to PSS's Facilities, connect any of the Customer-provided Facilities to PSS's Facilities, or allow access to PSS's Facilities without PSS's prior written consent. PSS may, without notice to the Customer, migrate the Services to PSS's Facilities, or to a new technology, provided the Services are not impaired. If required, the Customer shall provide reasonable cooperation to PSS with respect to any such migration.

5.4 The Customer shall be responsible for the security of and any loss or damage to PSS Facilities located on the Customer's premises, reasonable wear and tear excepted.

5.5 PSS grants the Customer a personal, non-transferable and non-exclusive licence to use, in object code form, any software provided by PSS under the MSA, provided: (a) the Customer uses the software solely in connection with the Services and in accordance with the applicable written and electronic documentation ("Documentation"); (b) the Customer does not reverse engineer the software to derive its source code; (c) the Customer does not copy or download the software, except as permitted in the Documentation; and (d) the Customer complies with any additional terms and conditions that are provided with any Third-Party software.

5.6 PSS may make any routine or unscheduled maintenance, inspections, tests, repairs and adjustments ("Maintenance Activities") necessary to investigate, modify, repair or maintain the installation or operation of PSS's Facilities or the Customer-provided Facilities managed by PSS and located on PSS's premises. PSS may give the Customer reasonable notice of any such Maintenance Activities that may impact Service, except in cases of emergency (in which case, PSS may notify the Customer as soon as reasonably possible thereafter).

5.7 Upon reasonable notice to the Customer, the Customer shall provide timely access to PSS to any of the Customer-provided Facilities located on the Customer's premises that PSS may need for PSS's Maintenance Activities. PSS shall not be liable for any resulting Service problem in the event that the Customer does not provide such timely access.

5.8 Upon the expiration or termination of the MSA or any Service, the Customer shall provide PSS with access to the Customer-provided Facilities to enable the removal of PSS's Facilities.

6.0 TERM & TERMINATION

6.1 Term

6.1.1 Unless otherwise specified in the Service Schedule, the Initial Term of each Service (and the associated Service(s)) shall begin on the "Acceptance Date" set out in the "Invoice Date". The Initial Term shall automatically renew for successive one (1) year periods 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.

6.1.2 Upon expiry of the Initial Term and any time thereafter, PSS has the right to increase the Charges for some or all of the Services provided that Customer is given no less than fifteen (15) days' written notice of this change. Should the Customer not be in agreement with the proposed increased Charges, Customer may terminate the applicable Service by providing thirty (30) days' written notice of termination no later than ninety (90) days of the date of the first invoice reflecting the increase, the whole without penalty, except for the obligation of Customer to pay for all Charges incurred up to the effective date of termination.

6.2. Termination for Cause

6.2.1 PSS may terminate the MSA, a Service or Service Schedule in accordance with Section 3.1.4.

6.3 Termination Notice

6.3.1 Where a party can terminate the MSA, a Service or Service Schedule and unless otherwise stated in the MSA, each party shall provide the other party with sixty (60) days prior written notice of the termination of the MSA, a Service or Service Schedule

6.4 Termination Charge

6.4.1 Unless otherwise expressly provided in the applicable Service Schedule, if the Customer terminates the MSA, a Service or Service Schedule without cause, or if PSS terminates the MSA, a Service or Service Schedule with cause, the Customer shall pay PSS an amount equal to 100% of the remaining balance of the initial term or 100% of the renewal terms applicable.

6.4.2 If the Customer delays a request for any Service after the Invoice Date but before the Service is provisioned, the Customer shall pay a one-time installation charge ("Installation Charge") to cover any additional costs PSS incurs that are attributable to such delay including, but not limited to, ordering Facilities, installing and provisioning such Service, and Third Party charges or costs incurred by PSS for Special Builds.

6.4.3 If the Customer cancels a request for any Service after the Invoice Date but before the Service is provisioned, the Customer shall pay an Installation Charge to cover PSS's reasonable costs that PSS incurs that are attributable to such cancellation, including, but not limited to, ordering Facilities, installing and provisioning such Service, and Third Party charges or costs incurred by PSS for Special Builds. For clarity, in the event Customer is subject to an Installation Charge pursuant to a cancelled Service under this paragraph, Customer shall not be subject to a Termination Charge as described in Section 6.4.1, or any Special Termination Charge described in the Service Schedule for the cancelled Service.

6.4.4 The Customer acknowledges that any Termination Charge or Installation Charge payable under this Section 6 is a realistic pre-estimate of the damages that PSS shall suffer for the delay, cancellation or termination of the Service.

6.4.5 The Customer shall pay all Charges incurred up to the effective date of termination of the MSA, a Service or Service Schedule, including without limitation, any amounts owing for a Special Build(s).

6.4.6 If payment is not received within ten (10) days of the due date on any recurring service, or does not keep a valid account number on file with PSS, PSS may immediately terminate all service and retrieve all leased equipment. Customer must provide access to all PSS equipment and facilities at any time.

7.0 CONFIDENTIAL INFORMATION

7.1 Each party shall keep confidential for three years after disclosure the disclosing party's Confidential Information (except software shall be kept confidential for an indefinite period), using at least the same precautions the receiving party uses to safeguard its own confidential or proprietary information.

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

7.3 Neither party shall disclose the disclosing party's Confidential Information, except to: (a) Affiliates, employees, directors, officers, and

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agents on a need-to-know basis, provided that such Affiliates and agents are not direct competitors of the disclosing party and agree in writing to use disclosure restrictions that are as restrictive as those contained in this Section 7; or (b) to the extent required by law.

7.4 In order to fulfil its obligations under the MSA, PSS may, without Customer's consent, disclose Customer's name, address, listed telephone number, domain name or 'IP' number to:

- (a) the Customer;
- (b) a person who, in the reasonable judgment of PSS, is seeking the information as an agent of the Customer;
- (c) another telephone company or ISP, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
- (d) a company involved in supplying the Customer with telephone or telephone directory or data and ISP related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or
- (e) an agent retained by PSS in the collection of Customer's account, provided the information is required for and is to be used only for that purpose.

Unless otherwise stated in this Section 7, PSS may only disclose Customer's Confidential Information with Customer's express consent. Express consent may be taken by PSS to be given by Customer where the Customer provides:

- (a) written consent;
- (b) oral confirmation verified by an independent Third Party; electronic confirmation through the use of a toll-free number;
- (c) electronic confirmation via the Internet;
- (d) oral consent, where an audio recording of the consent is retained by PSS; or
- (e) consent through other methods, as long as an objective documented record of Customer consent is created by the Customer or by an independent Third Party.

7.5 PSS shall only use personal information that PSS collects in accordance with PSS's privacy code.

7.6 Notwithstanding any other provisions of the MSA, these Terms of Service or any applicable Service Schedule, PSS may, at its sole discretion and without seeking the prior consent of the Customer, make public by way of the issuance of a news release, all or a portion of the following information with respect to the sale of Services: (a) name of Customer; (b) type of Services sold to Customer; (c) the total value of the Services sold to Customer; and (d) the term of this MSA and/or any Service Schedule issued thereunder.

8.0 LIMITATIONS OF LIABILITY & INDEMNITY

8.1 The parties shall be liable for and shall indemnify each other ("Liability") for any Claims arising in connection with the MSA in accordance with the following:

- (a) for:
 - (i) breach of Confidential Information obligations or software license obligations;
 - (ii) bodily injury or death to any person or damage to any real or tangible property caused by negligence or wilful misconduct;
 - (iii) unlawful use of the Services, PSS's Facilities or the Customer-provided Facilities; or
 - (iv) damage caused by the Customer's Content,

the Liability of each party shall be limited to proven direct damages;

- (b) for errors and omissions of a party with respect to directory listings, the Liability of that party shall be limited to a refund or credit of any charges associated with such listings for the period

during which the error or omission occurred; and

- (c) for damages other than those described in Sections 8.1(a) and 8.1(b), the Liability of each party shall be limited to proven direct damages of the other party, not to exceed per claim (or in the aggregate during any twelve (12) month period) an amount equal to the amount paid by the Customer for the affected Service during the three (3) months preceding the month in which the damage occurred.

Nothing in this Section 8.1 shall limit the Customer's responsibility for the payment of all properly due Charges for the Services under the MSA.

8.2 Notwithstanding any other provision in the MSA:

- (a) neither party shall be liable for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind, or increased cost of operations;

- (b) neither party shall be liable for a Force Majeure Event except that Customer's obligation to pay for all Charges incurred for Services received will not be excused; and

- (c) PSS shall not be liable for any damages arising out of or relating to:

- (i) Facilities or Content provided by the Customer or Third Parties;
- (ii) delays with respect to the installation of Service(s) or the transfer of existing Service(s);
- (iii) Service interruptions, degradation, errors, delays or defects in transmission;
- (iv) unauthorized access to or theft, alteration, loss or destruction of the Customer's or Third Parties' applications, content, data, programs, information, network or systems by any means, including without limitation, viruses; or
- (v) any act or omission of the Customer or Third Parties.
- (vi) bandwidth representation has not been met. Customer agrees no accurate measure can be given as to the speed of such services outside of a general guideline.

8.3 The limitations of Liability in the MSA shall apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, and whether or not the damages were foreseeable.

8.4 For the purpose of this Section 8, the indemnified party shall include the indemnified party's employees, officers, directors, agents and suppliers.

9.0 WARRANTIES

9.1 Unless otherwise expressly provided in the MSA, PSS 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 or Facilities provided by PSS to the Customer, whether express or implied in law or in fact, including without limitation, those relating to: (a) network transmission capacity; (b) whether data shall be transmitted in an uncorrupted form; (c) the security of any transmission or network; (d) the fault tolerance of the Service; and (e) the reliability or compatibility of Third Party Facilities which may be utilized by PSS in providing, or by the Customer in using, the Service.

10.0 REGULATORY REQUIREMENT

10.1 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 increasing the cost to provide the Services or cancelling, changing, or superseding any material term or provision of the MSA (collectively "Regulatory Requirement"), then the MSA shall be deemed modified in such a way as 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

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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 shall, to the extent of any conflict or inconsistency, prevail over any provision of the MSA. The customer fully agrees to any back charges for increase in Tariffs applied by the CRTC as of the date applied and may be subject to back charges as the case may be.

11.0 GENERAL PROVISIONS

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

11.2 Neither party shall use the other party's trade names, logos, or trademarks (collectively "Marks") without the other party's prior written consent. This written consent may be revoked at any time.

11.3 Except as expressly provided in the MSA, no amendment or waiver of the MSA shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of the MSA shall constitute a waiver of any other provision nor shall any waiver of any provision of the MSA constitute a continuing waiver or operate as a waiver of, or estoppel with respect to any subsequent failure to comply.

11.4 The Customer may not assign the MSA without PSS's prior written consent, which consent shall not be unreasonably withheld. PSS may assign the MSA without Customer's consent; for clarity, failure to notify the Customer of an assignment will not impact the validity and enforceability of the MSA.

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

11.6 Unless otherwise specified in the MSA, any legal action arising in connection with the MSA must be brought within two (2) years after the cause of action arises.

11.7 Any notices to the other party shall be in writing and either sent or delivered by regular, certified or registered mail, sent by express courier, e-mail or hand delivery and addressed to each party at the address set out in the MSA, or such other address that a party indicates in writing. Unless otherwise provided in the MSA, all notices to PSS shall be directed to: 5-300 Supertest Road, North York, Ontario, M3J 2M2.

11.8 The laws in effect in the Province of Ontario shall apply to the MSA. The parties agree that jurisdiction and venue in the courts of the Province of Ontario is appropriate, and that any legal proceedings shall be brought only in the Province of Ontario.

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

11.10 The parties' obligations, which by their nature would continue beyond the termination or expiration of the MSA or any Service Schedule, including without limitation, obligations regarding confidentiality, trade-marks, and limitations of liability, shall survive such termination or expiration.

11.11 The MSA, as may be amended by the parties in writing from time to time, constitutes the entire agreement between the parties with respect to the Services. The MSA supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral with respect to the Services. Any purchase order submitted by the Customer to PSS shall be used only for invoice processing and order purposes.

11.12 In the event of any conflict or inconsistency between these Terms of Service, any Service Schedule or any other written agreement between the parties, such documents shall be interpreted

in accordance with the following order of priority: (a) the Service; (b) these Terms of Service.

11.13 Any domains and related intellectual property transferred into the name of Primary Support Systems Inc. for management, hosting and/or maintenance, will remain the property of PSS until such time as the service is cancelled, payments are made in full and whereby a full and final release has been issued. In the event of bankruptcy and/or insolvency of Customer, the domains and such incidental intellectual property will remain the property of PSS. PSS reserves the right to register a PPSA on any and all intellectual property managed and or maintained by PSS for the duration of any contractual period, renewal or automatic renewal period thereafter.

11.14 Client understands system maintenance may be performed with or without notice to enhance and/or resolve technical issues at any time. Where possible notification will be provided.

11.15 PSS reserves the right to temporarily stop services where viruses and/or attacks from client systems affect network performance until such time as rectified by client at clients expense. Regular billing will apply during this outage time.

11.16 In the event of receivership or bankruptcy filing, it is understood that any and all equipment belonging to PSS being used by the Customer will remain the property of PSS and shall not be withheld or denied access to such property. PSS shall not be denied access to the property in order to remove any such equipment.

11.17 The parties confirm that it is their wish that the MSA, as well as all other documents relating thereto, including all notices, be drawn up in the English language only. Les parties aux présentes confirment leur volonté, que la présente convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.

® Primary Support System Inc.