



1. Definitions

In this agreement, the following capitalized words have the following meanings:

- a) **"Agreement"** means the agreement between 0997473 B.C. Ltd dba Edge Telecom Consultants and Customer which is composed of:
 - i) this document entitled "Master Services Agreement"; and
 - ii) any applicable Appendix (and Schedules to the Appendix);
 - and iii) 0997473 B.C. Ltd dba Edge Telecom Consultants Networks Inc.'s Acceptable Use Policy.
- b) **"Appendix"** means an appendix to this Master Services Agreement that sets out one or more Services to be provided by 0997473 B.C. Ltd dba Edge Telecom Consultants to Customer, and the amounts payable to 0997473 B.C. Ltd dba Edge Telecom Consultants by Customer for such Services.
- c) **"Associates"** means any third party that 0997473 B.C. Ltd dba Edge Telecom Consultants has an obligation to indemnify in connection with the provision of Services under this Agreement.
- d) **"Cross-Border Services"** means Services that originate in Canada and terminate in the USA and vice versa.
- e) **"Customer"** means the Party identified as the customer on the first page of this Master Services Agreement.
- f) **"Defaulting Party"** shall have the meaning set out in clause 10(a).
- g) **"Demarcation Point"** means the operational interface and location to which the Services are delivered, as more particularly described in the applicable Appendix.
- h) **"Deposit"** means the deposit in the amount of _____ payable by Customer to 0997473 B.C. Ltd dba Edge Telecom Consultants. The Deposit shall be payable to 0997473 B.C. Ltd dba Edge Telecom Consultants upon signature by Customer of the first page of this Master Services Agreement.
- i) **"Direct Services"** means those services provided by 0997473 B.C. Ltd dba Edge Telecom Consultants to Customer as set out in an applicable Appendix.
- j) **"Disclosing Party"** shall have the meaning set out in clause 12(l).
- k) **"Equipment"** means the cable, circuits, instruments, equipment and other facilities owned by 0997473 B.C. Ltd dba Edge Telecom Consultants and required in order to provide the Services.
- l) **"Incidental Services"** means those services provided by 0997473 B.C. Ltd dba Edge Telecom Consultants to Customer that are incidental to the provision of Direct Services, including but not limited to 0997473 B.C. Ltd dba Edge Telecom Consultants' set-up and maintenance services, including 0997473 B.C. Ltd dba Edge Telecom Consultants' acquisition of necessary Equipment and services from third party providers, 0997473 B.C. Ltd dba Edge Telecom Consultants' installation and maintenance of the Equipment, and any temporary services provided by 0997473 B.C. Ltd dba Edge Telecom Consultants to Customer while installation or maintenance is taking place.
- m) **"Inter-State Services"** or **"Interstate Services"** means Services provided solely within the territory of the United States of America (USA) that originate in one USA State and terminate in another, irrespective of the number of USA States or Canadian Provinces it traverses; or as may otherwise be defined by Federal Communications Commission (FCC) regulations.
- n) **"Intra-State Services"** or **"Intrastate Services"** means Services that originate and terminate within the same State of the USA; or as may otherwise be defined by FCC regulations.
- o) **"New Service"** has the meaning set out in clause 10(d).



- p) **"0997473 B.C. Ltd dba Edge Telecom Consultants"** means 0997473 B.C. Ltd dba Edge Telecom Consultants Networks Inc., a corporation formed under the laws of British Columbia.
- q) **"Off-Net Location"** means any location where 0997473 B.C. Ltd dba Edge Telecom Consultants uses a third-party carrier to provide local access circuits to the 0997473 B.C. Ltd dba Edge Telecom Consultants Backbone Network or where 0997473 B.C. Ltd dba Edge Telecom Consultants is required to do a fibre build to the location.
- r) **"On-Net Location"** means any location where 0997473 B.C. Ltd dba Edge Telecom Consultants owns local access circuits which are directly connected to the 0997473 B.C. Ltd dba Edge Telecom Consultants Backbone Network s)
- s) **"Parties"** means 0997473 B.C. Ltd dba Edge Telecom Consultants and Customer and "Party" means either one of them.
- t) **"Receiving Party"** shall have the meaning set out in clause 12(l).
- u) **"Service Location"** means the building or premises at which the Demarcation Point is located, as more particularly described in the applicable Appendix.
- v) **"Services"** means any and all services provided by 0997473 B.C. Ltd dba Edge Telecom Consultants to Customer and includes both Incidental Services and Direct Services.
- w) **"Taxes"** means all taxes, levies, fees, imposts, duties, charges, surcharges, assessments or withholdings of any kind or nature levied or imposed upon 0997473 B.C. Ltd dba Edge Telecom Consultants, its network, Equipment, facilities, or arising from or relating to the provision by 0997473 B.C. Ltd dba Edge Telecom Consultants of the Services or use thereof by Customer (including, without limitation, Universal Service Fund, sales and excise taxes, real property, gross receipts, and license fees), together with any penalties, fines or interest thereon by any Canadian or U.S. federal, state, provincial or local government, public authority, including its agencies, commissions and tribunals, having jurisdiction.
- x) **"Term"** shall have the meaning set out in clause 5(a).
- y) **"Terminating Party"** shall have the meaning set out in clause 10(a).

2. Services

- a) 0997473 B.C. Ltd dba Edge Telecom Consultants shall provide Customer with Services as set out in this Agreement.

3. Charges and Payments

- a) Customer shall pay 0997473 B.C. Ltd dba Edge Telecom Consultants the amounts invoiced by 0997473 B.C. Ltd dba Edge Telecom Consultants for Services in accordance with this Agreement. Unless otherwise specified in an applicable Appendix, all amounts due for Services shall be billed in Canadian dollars.
- b) Incidental Services shall commence, and Customer shall become responsible for payment for Incidental Services, upon signature by Customer of the first page of this Master Services Agreement.
- c) Customer shall be responsible for payment of all applicable Taxes which are related to the Services. If Customer is entitled to an exemption from any applicable Taxes, Customer must present 0997473 B.C. Ltd dba Edge Telecom Consultants with a valid exemption certificate (in a form reasonably acceptable to 0997473 B.C. Ltd dba Edge Telecom Consultants). 0997473 B.C. Ltd dba Edge Telecom Consultants will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent that it applies to any Service billed by 0997473 B.C. Ltd dba Edge Telecom Consultants to Customer following 0997473 B.C. Ltd dba Edge Telecom Consultants' receipt of such exemption certificate.
- d) 0997473 B.C. Ltd dba Edge Telecom Consultants shall invoice Customer for the Services monthly in advance, monthly in arrears or a combination of both, as described in the applicable Appendix, and payments shall be due and payable by Customer to 0997473 B.C. Ltd dba Edge Telecom Consultants within thirty (30) days after the date of 0997473 B.C. Ltd dba Edge Telecom Consultants' invoice to Customer.



- e) Customer shall pay 0997473 B.C. Ltd dba Edge Telecom Consultants an interest charge of 26.82% per annum on all amounts still outstanding after the due date for payment as set forth on 0997473 B.C. Ltd dba Edge Telecom Consultants' invoice and such interest charges shall accrue from and after the due date of payment to the date that the payment is made to 0997473 B.C. Ltd dba Edge Telecom Consultants.
- f) Customer shall have thirty (30) days following receipt of 0997473 B.C. Ltd dba Edge Telecom Consultants' invoice within which to dispute any amounts appearing in that invoice; failure on the part of Customer to do so shall be deemed a waiver of Customer's right to dispute such amounts and Customer shall be deemed to have irrevocably accepted all amounts contained in that invoice.

4. Creditworthiness

- a) Customer agrees that 0997473 B.C. Ltd dba Edge Telecom Consultants may check Customer's credit rating from time to time. Customer consents to 0997473 B.C. Ltd dba Edge Telecom Consultants' providing and receiving Customer's account information to and from credit grantors, credit bureaus and suppliers of services.
- b) 0997473 B.C. Ltd dba Edge Telecom Consultants may require Customer to provide a deposit in an amount not to exceed three (3) months recurring monthly charges for the Services set out in any Appendix prior to the installation of a Service if Customer: (i) has no credit history with 0997473 B.C. Ltd dba Edge Telecom Consultants; (ii) a credit check shows an unsatisfactory credit rating as determined at 0997473 B.C. Ltd dba Edge Telecom Consultants' sole discretion; or (iii) in the sole discretion of 0997473 B.C. Ltd dba Edge Telecom Consultants, due to payment practices in the previous two (2) years regarding services provided by 0997473 B.C. Ltd dba Edge Telecom Consultants or its Affiliates, 0997473 B.C. Ltd dba Edge Telecom Consultants find that Customer presents an abnormal risk of loss to 0997473 B.C. Ltd dba Edge Telecom Consultants.
- c) The Deposit will be held by 0997473 B.C. Ltd dba Edge Telecom Consultants as security for payment of any amounts owing to 0997473 B.C. Ltd dba Edge Telecom Consultants by Customer. When the Services provided to Customer are terminated, the amount of the Deposit will be credited to Customer's account and any remaining credit balance will be refunded to Customer within sixty (60) days of such termination. Any amount owed to 0997473 B.C. Ltd dba Edge Telecom Consultants more than the amount of the Deposit shall immediately be due and payable to 0997473 B.C. Ltd dba Edge Telecom Consultants by Customer pursuant to the terms herein.

5. Effective Date and Term

- a) The Agreement shall be effective upon signature by Customer of page one (1) of this Master Services Agreement and shall remain in effect until the expiration or termination of the last Appendix hereunder. Services will be provided for the period set out therefore in the applicable Appendix (the "Term").

6. Access and Equipment

- a) Customer shall provide 0997473 B.C. Ltd dba Edge Telecom Consultants and its employees, agents, contractors and subcontractors, with access to the Service Location, including the Demarcation Point, for providing the Services as well as providing such electrical power and outlets at the Service Location as 0997473 B.C. Ltd dba Edge Telecom Consultants shall reasonably require for the provision of the Services. Customer is solely responsible for the payment of all electrical charges associated with the Services and access charges at the Service Location.
- b) The location of any parts of the Equipment to be installed at the Service Location shall be determined by 0997473 B.C. Ltd dba Edge Telecom Consultants in consultation with Customer. Customer shall take all steps reasonably required to protect the Equipment located at the Service Location from trespass or damage by Customer or other persons.
- c) Customer shall be responsible for and shall pay for all cable wiring and equipment required to interconnect the Equipment from the Demarcation Point to Customer's equipment or to Customer's customer equipment, if applicable, to permit Customer to use the Services. Customer shall be responsible for the Customer's equipment beyond the Demarcation Point.
- d) If the Equipment is damaged or destroyed by the negligence or wilful acts or omissions of Customer, its employees, agents or contractors, then Customer shall reimburse 0997473 B.C. Ltd dba Edge Telecom Consultants for the costs of repairing or replacing such Equipment within ten (10) days from the date of such damage or destruction.
- e) Customer shall not permit any of the Equipment to be re-arranged, disconnected, removed, repaired or otherwise interfered with, except with 0997473 B.C. Ltd dba Edge Telecom Consultants' prior written approval and then only as agreed by 0997473 B.C. Ltd dba Edge Telecom Consultants.



7. Use of Services

- a) Customer acknowledges that for any Services provided in the USA, the Services shall be used by Customer for Inter-State Services and/or Cross Border Services only. Customer shall ensure that at no time will the Services be used in such a way as to be deemed as Intra-State Services by any applicable governmental authority. For any Service provided in the USA, Customer understands that the Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations, and represents and warrants that during the Term, more than ten percent (10%) of its usage will be Interstate Service usage.
- b) Customer shall not use the Services, nor permit them to be used, for any purpose contrary to law.
- c) In the event Customer should require any changes to the Services after installation, Customer shall request such change by following the guidelines in the Change Management Policy, as may be amended from time to time.
- d) Customer shall always ensure that the Services are used by it and its customers and end-users in accordance with 0997473 B.C. Ltd dba Edge Telecom Consultants' Acceptable Use Policy(AUP) as published or posted on www.edgetelecom.ca . Website, as may be amended from time to time. The current AUP is posted on website at <http://www.edgetelecom.ca>.
- e) Use of the Services is deemed acceptance of the terms of this Agreement. Except for certain commitments in this Agreement by 0997473 B.C. Ltd dba Edge Telecom Consultants, use of the Services is at the Customer's own risk to the maximum extent permitted by the laws of the Province of British Columbia.

8. Customer's Responsibilities

- a) The Customer is responsible for, and shall indemnify and save harmless 0997473 B.C. Ltd dba Edge Telecom Consultants from all losses, liability, claims, damages, judgments, expenses and costs, of any kind whatsoever, including reasonable legal fees and disbursements, suffered or incurred by 0997473 B.C. Ltd dba Edge Telecom Consultants arising from claims of Customer and/or any third party (including Customer's customers and end-users) on any legal basis whatsoever and arising from or in connection with any event, including but not limited to:
 - i) use of the Services by Customer or its customers or end-users or by any third party authorized by Customer;
 - ii) the Customer's (or its customer's or end-user's) data, equipment, computer network and other facilities;
 - iii) breach of any covenant, term, representation or warranty of this Agreement by Customer or by any third party authorized by Customer;
 - iv) the negligence or wilful misconduct of Customer, its customers, end-users or any third party authorized by Customer in connection with use of the Services; claims made by Customer against any third party who in turn claims contribution or indemnity from 0997473 B.C. Ltd dba Edge Telecom Consultants; claims by any third party for libel, slander, passing off or infringement of copyright, trademark or patent, illegal, improper or unauthorized use of the Services arising from the content of the video, voice or data carried by Customer, or its customers or end-users; and any claims arising out of or in any way connected to an Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, S.C. 2010, c.23, as amended ("CASL").

9. Limitation of Liability

- a) Customer acknowledges and agrees that 0997473 B.C. Ltd dba Edge Telecom Consultants, its partners and Associates, shall not be liable for any Service delivered in the territory of USA.
- b) Except with respect to loss or damage caused as a result of 0997473 B.C. Ltd dba Edge Telecom Consultants' gross negligence or wilful misconduct, Customer agrees that 0997473 B.C. Ltd dba Edge Telecom Consultants will not be liable to Customer for: i) any act or omission of any carrier or other person other than 0997473 B.C. Ltd dba Edge Telecom Consultants; ii) any act or omission of the Customer or its customers or end-users; iii) any claims of defamation, copyright or trademark infringement, violation of CASL, or the violation of any third party rights arising from use of the Services; iv) infringement of patents arising from combining or using Customer-provided facilities with the Services or the Equipment where the Services or the Equipment would pose no infringement in the absence of such combination or use; or v) any unauthorized use of the Services.
- c) 0997473 B.C. Ltd dba Edge Telecom Consultants' total cumulative liability, if any, to Customer for damages related to this Agreement (including fundamental breach or otherwise), negligence, any act or omission by 0997473 B.C. Ltd dba Edge Telecom Consultants or its representatives, or under any other theory of law or equity will be limited to those damages actually proven as directly attributable to 0997473 B.C. Ltd dba Edge Telecom Consultants



and will in no event exceed the aggregate of three (3) months' of fees and charges paid by Customer to 0997473 B.C. Ltd dba Edge Telecom Consultants for the affected Services under this Agreement.

- d) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, IN NO EVENT WILL 0997473 B.C. Ltd dba Edge Telecom Consultants BE LIABLE TO CUSTOMER FOR PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- e) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, 0997473 B.C. Ltd dba Edge Telecom Consultants PROVIDES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AND, WITHOUT LIMITATION ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PURPOSE, OR THAT ALL REQUIREMENTS OF CUSTOMER WILL BE MET WITH RESPECT TO ANY SERVICES PROVIDED BY 0997473 B.C. Ltd dba Edge Telecom Consultants HEREUNDER, ARE HEREBY DISCLAIMED BY 0997473 B.C. Ltd dba Edge Telecom Consultants AND EXCLUDED FROM THIS AGREEMENT.

10. Termination and Suspension of Services

- a) Either Party may terminate this Agreement (the "**Terminating Party**"), and accordingly all Services, on written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party has filed a petition in or has been assigned into bankruptcy or become an insolvent person within the meaning of any applicable bankruptcy or insolvency legislation, or makes any assignment for the benefit of creditors or makes any arrangements or otherwise becomes subject to any proceedings under applicable bankruptcy laws or insolvency laws with a trustee, or receiver appointed in respect of a substantial portion of the property of the Defaulting Party, or in the event the Defaulting Party liquidates or winds up its daily operations for any reason whatsoever.
- b) 0997473 B.C. Ltd dba Edge Telecom Consultants may suspend delivery of the Services, terminate any or all Services, or terminate this Agreement, at its option and without liability if Customer breaches this Agreement by:
 - i) failing, within the time set forth in any written notification to Customer by 0997473 B.C. Ltd dba Edge Telecom Consultants, to make full payment of any invoice that remains unpaid in accordance with the terms of payment set out in this Agreement (other than charges which are being disputed by Customer in good faith); or
 - ii) failing within five (5) days following written notification to Customer by 0997473 B.C. Ltd dba Edge Telecom Consultants to remedy any breach of a material term or condition of this Agreement to be performed or fulfilled by Customer.
- c) Customer may terminate the Services set out in an Appendix upon thirty (30) days written notice to 0997473 B.C. Ltd dba Edge Telecom Consultants, if Customer pays 0997473 B.C. Ltd dba Edge Telecom Consultants, upon demand, an early termination fee in one lump sum in an amount equal to either:
 - i) fifty percent (50%) of the monthly service charges for the Services connecting Customer's On-Net Location which would otherwise have been payable by Customer to 0997473 B.C. Ltd dba Edge Telecom Consultants had the Services been provided as contemplated in the Agreement for the balance of the applicable Term, plus one hundred percent (100%) of all construction costs 0997473 B.C. Ltd dba Edge Telecom Consultants has incurred and amortized about providing Services to Customer; or
 - ii) one hundred percent (100%) of the total monthly service charges for the Services connecting Customer's Off-Net Location which would otherwise have been payable by Customer to 0997473 B.C. Ltd dba Edge Telecom Consultants had the Services been provided as contemplated in the Agreement for the balance of the applicable Term, plus one hundred percent (100%) of all construction costs 0997473 B.C. Ltd dba Edge Telecom Consultants has incurred and amortized in connection with providing Services to Customer, as applicable. Customer acknowledges and agrees that 0997473 B.C. Ltd dba Edge Telecom Consultants' ability to offer the prices in the applicable Appendix is dependent upon Customer completing a full Term and that without the early termination fee set out herein 0997473 B.C. Ltd dba Edge Telecom Consultants would suffer losses because of Customer's early termination. Therefore, Customer specifically acknowledges and agrees that the early termination fee set out herein is not a penalty but rather a mutually agreed upon premium for allowing the Customer to terminate Services prior to the expiration of the full Term.
- d) Notwithstanding the foregoing, Customer shall be permitted to terminate a Service prior to the end of the applicable Term without incurring any fees or early termination charges pursuant to this Agreement provided that: (i) Customer elects to receive another Service as a replacement service to the terminated Service (the "**New Service**"); (ii) the New Service has a monthly recurring charge equal to or greater than the monthly recurring charge of the Service being terminated; (iii) the New Service is "On-Net" and the New Service is available; (iv) Customer commits to a Term for the New Service which is equal to or greater than the remaining Term for the terminated Service; (v) Customer agrees to pay all provisioning or other installation fees associated with the New Service and all cancellation charges from third party providers associated with the Service being terminated; (vi) the requested delivery date for the New



Service is no later than thirty days from the termination date of the terminated Service, and (vii) Customer's account is in good standing and Customer is not otherwise in breach of its obligations under the Agreement.

11. Dispute Resolution

- a) If a dispute arises with respect to this Agreement that cannot be resolved between the parties within seven (7) days of receipt of notice of dispute, the dispute shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, pursuant to its Rules.
- b) In the absence of any written agreement otherwise, the place of arbitration shall be Vancouver, British Columbia.
- c) The decision of the arbitrator shall be binding and may be entered in Court having jurisdiction to do so.

12. Miscellaneous

- a) **Governing Law.** This agreement shall be governed by, and construed in accordance with, the laws in force in the Province of British Columbia, and the laws of Canada applicable therein. The Parties attorn to the jurisdiction of the Courts of British Columbia, and agree that any action or proceeding brought by either party to enforce this Agreement shall be commenced in British Columbia
- b) **Ownership of Equipment.** Unless the applicable Appendix specifically indicates that the Equipment is being sold to Customer, all Equipment provided by 0997473 B.C. Ltd dba Edge Telecom Consultants about the provision of the Services at or to the Service Location shall remain the property of 0997473 B.C. Ltd dba Edge Telecom Consultants and shall not because of the attachment, installation or connection of any part thereof to any realty become or be deemed a fixture appurtenant to such realty. 0997473 B.C. Ltd dba Edge Telecom Consultants shall remove the Equipment from the Service Location upon termination or expiry of the Term of any Services requiring such Equipment.
- c) **Successors and Assigns.** This Agreement may not be assigned by any Party without the prior written consent of the other Party, such consent not to be unreasonably withheld; provided that 0997473 B.C. Ltd dba Edge Telecom Consultants may, without consent, assign this Agreement in connection with a corporate reorganization or merger or to any entity that controls, is controlled by or is under common control with 0997473 B.C. Ltd dba Edge Telecom Consultants or to a purchaser of all or substantially all of its assets or business, and in any such event, 0997473 B.C. Ltd dba Edge Telecom Consultants shall be released from its obligations hereunder to the extent they are assumed by the assignee.
- d) **Force Majeure.** Any delay or failure of either party to perform its obligations under this Agreement shall be excused, to the extent that the delay or failure is caused by an event or occurrence beyond the reasonable control of the Party and without its fault or negligence, such as by way of example and not by way of limitation, acts of God, action by any governmental authority, fires, floods, war, acts of terrorism, insurrection, revolution, nuclear reaction, windstorms, explosions, riots, natural disasters, inability to obtain power, material, labour, equipment or transportation, or court injunction provided that, written notice of the delay shall be given by the affected Party to the other Party within ten (10) days.
- e) **Purchase Orders.** Notwithstanding any contrary language in any purchase order or similar document issued by the Customer to 0997473 B.C. Ltd dba Edge Telecom Consultants with respect to the Services, any such purchase order or similar document shall be deemed for the Customer's internal use only and the provisions thereof shall have no effect whatsoever upon the provisions of the Services Agreement.
- f) **Severability.** Each provision of this Agreement shall be severable. If any provision of this Agreement or any one or more Services is found to be illegal or invalid, the illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- g) **Rights Arising from Agreement.** Nothing herein expressed or implied is intended nor shall be construed to confer on or to give any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies under or because of this Agreement.
- h) **Changes to Agreement.** 0997473 B.C. Ltd dba Edge Telecom Consultants may make changes to the terms of an Appendix or this Master Services Agreement from time to time by providing Customer with written notice at least 30 days prior to the change. **If Customer disputes such changes, Customer must initiate the dispute resolution process set out in clause 11(a) within fourteen (14) days of receipt of notice of the revised terms from 0997473 B.C. Ltd dba Edge Telecom Consultants.** If Customer does not initiate the dispute resolution process within fourteen (14) days of receipt of notice, Customer agrees to be bound by such revised terms.

- i) **Agency Limitations.** This Agreement does not constitute any Party a partner, employee, agent or legal representative or joint venture with the other, and no Party may act on behalf of the other in any manner nor assume or create any obligation of any kind express or implied, on behalf of the other Party nor bind the other Party in any respect whatsoever, except in accordance with this Agreement.
- j) **Waiver and Indulgence.** Waiver by any Party of any violation or breach of this Agreement in any instance shall not be taken or held to be a waiver of any subsequent violation or breach or as a waiver of the provision itself that is breached, nor shall any delay or omission on the part of any Party to exercise any right arising from such violation or breach alter or impair that Party's right as to the same or any future violation or breach. Similarly, no indulgence or goodwill of any kind by a Party not contemplated in this Agreement shall be taken or construed as a right that can be enforced against such Party by the other.
- k) **Notices.** Any notice or other written communication provided or permitted hereunder shall be in writing and given by personal delivery (against receipt), or sent by registered mail (against receipt) postage prepaid, or transmitted by facsimile, addressed to the other Party as set out on the first page of this Master Services Agreement. Any notice so given shall be deemed to have been received on the date on which it was delivered in person, or, if transmitted by facsimile during the regular business hours of the party receiving the notice, on the date it was transmitted, or if transmitted after business hours, on the next business day, or if sent by registered mail on the fifth business day thereafter.
- l) **Confidentiality.** Each Party agrees to protect the confidentiality of any information disclosed to it (the "**Receiving Party**") by the other Party (the "**Disclosing Party**") and shall not disclose, copy or use any such confidential information except as contemplated by this Agreement, except for information: i) The Receiving Party deems necessary to share with its professional advisors about this Agreement; ii) that is or becomes publicly known otherwise than because of a breach of this Agreement by the Receiving Party; iii) that has been independently developed outside the scope of this Agreement; iv) that is required to be disclosed by law.

The Receiving Party acknowledges that damages would not be an adequate remedy for a breach of this clause and agrees that the Disclosing Party shall be entitled to the granting of equitable relief (including injunctive relief) with respect to any threatened or actual breach of this clause.
- m) **Regulatory Approval.** If this Agreement, or any of the terms hereof, become subject to regulatory approval by various local, state or federal agencies in Canada and/or the USA, as applicable, the Parties shall cooperate, to the extent reasonable and lawful, in providing such information as is necessary to complete any required filing or in obtaining any required regulatory approval.
- n) **Counterparts.** This Master Services Agreement may be executed in one or more counterparts and sent by facsimile or PDF, each of which will be deemed an original, but all of which shall constitute one and the same instrument. Notwithstanding the above and as soon as reasonably possible, the Parties shall ensure that originally signed Master Services Agreement reflecting the signatures of all the Parties on the same document, shall be delivered to each by courier.
- o) **Survival.** Those clauses that by their natural or implied meaning or intent impose an obligation on either Party after termination or expiration of the Agreement, or that by their natural or implied meaning or intent are intended to survive the termination or expiration of the Agreement, shall survive the termination or expiration of the Agreement.
- p) **Publicity.** 0997473 B.C. Ltd dba Edge Telecom Consultants shall have the right to display Customer's name and fact that Customer is a customer on 0997473 B.C. Ltd dba Edge Telecom Consultants' website and in 0997473 B.C. Ltd dba Edge Telecom Consultants' promotional materials for the duration of this Agreement.
- q) **Legality.** Nothing contained in this Agreement shall be construed to require the commission of any act or the payment of any compensation which is contrary to law, whether Canadian and/or USA law, as applicable, which may, from time to time, be in effect and by its terms controlling of this Agreement. If there is any conflict between any provision of this Agreement and any such applicable law the latter shall prevail and the provisions of this Agreement affected shall be modified to the extent (but only to the extent) necessary to remove such conflict and permit such compliance with the law.
- r) **Execution of Further Documents.** The Parties further agree to perform all acts and to execute, verify, acknowledge, and deliver any documents that any Party shall deem necessary or advisable to give effect to the obligations in terms of this Agreement.
- s) **Cumulative Remedies.** No remedy conferred upon or reserved in favour of a Party shall exclude any other remedy herein or existing in law or in equity or by statute, but each shall be cumulative and in addition to every other remedy given hereunder or now hereafter existing.



- t) **Headings.** The headings contained in this Agreement are for reference purposes only and shall not be used in the interpretation of this Agreement. Words importing any one gender includes the other gender, the singular includes the plural and vice versa, and natural persons include created legal entities (corporate or unincorporated, including partnerships) and vice versa.
- u) **Order of Precedence.** In the event of a conflict or inconsistency between the terms of any documents making up this Agreement, the following order of precedence shall apply: (i) the Master Services Agreement; (ii) the 0997473 B.C. Ltd dba Edge Telecom Consultants Networks Inc. Acceptable Use Policy then in effect; and (iii) the applicable Appendix.
- v) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all other agreements, whether written or oral. There are no other promises, conditions, understandings or other agreements, whether written or oral, relating to the subject matter of this Agreement.