



Agreement Number: \_\_\_\_\_

## **MASTER SERVICES AGREEMENT**

**THIS AGREEMENT** is made between:

**NIAGARA REGIONAL BROADBAND NETWORK LIMITED**  
**("NRBN")**

- and -

The party identified as "the Customer" on the  
execution page of this Agreement  
**("the Customer")**

**WHEREAS NRBN** owns and operates telecommunications facilities and is a provider of telecommunication transmission and related services; and

**WHEREAS** the Customer wishes to purchase telecommunication and related services from **NRBN**, and **NRBN** wishes to provide such services to the Customer, in each case in accordance with the terms and conditions of this Agreement; and

**NOW THEREFORE**, in consideration of the premises hereto and the covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged by each of **NRBN** and the Customer to the other, **NRBN** and the Customer covenant and agree as follows:

### **Composition of Agreement**

**1.1 Composition of this Agreement: "This Agreement"** comprises:

- (i)** this Master Services Agreement;
- (ii)** General Commercial Terms and Conditions;
- (iii)** Network Services Agreement/Quotation;
- (iv)** Service Terms and Conditions;
- (v)** Other Provisions, if any are attached

The Customer acknowledges receipt of a complete copy of this Master Services Agreement, including the General Commercial Terms and Conditions, Network Services Agreement/Quotation, Service Terms and Conditions, and Other Provisions (if any are attached).

1.2 Acceptable Use Policy: NRBN's Acceptable Use Policy may be accessed on NRBN's website at [www.nrbn.ca](http://www.nrbn.ca). The use of the services provided by NRBN to the Customer is subject to compliance by the Customer with NRBN's Acceptable Use Policy. NRBN may change its Acceptable Use Policy from time to time. It is the responsibility of the Customer to access and inform itself, from time to time, as to the provisions of NRBN's Acceptable Use Policy. The Customer acknowledges having read and accepted NRBN's Acceptable Use Policy prior to executing this Agreement.

1.3 Interpretation of this Agreement: The body of this Agreement and the Terms, Forms, Policies and Other Provisions incorporated into this Agreement (the "Schedules") constitute one and the entire agreement between NRBN and the Customer and, accordingly, the body of this Agreement and all Schedules shall be interpreted and enforced as though the provisions of the Schedules were set forth in the body of this Agreement prior to the execution page hereof and without giving paramountcy to the provisions of the body of this Agreement or any of the Schedules over the provisions of the other. This Agreement replaces all prior oral or written communications and agreements relative to the subject matter of this Agreement.

1.4 Composition of a Service Agreement: A "Service Agreement" comprises:

- (i) a Services Agreement Form;
- (ii) the Service Description and Terms and Conditions (collectively, the "Service Description") for each Service identified in the Services Agreement Form; and
- (iii) this Agreement.

1.5 Interpretation of Service Agreement: In the event of a conflict or inconsistency between the terms in any documents constituting a Service Agreement, the following order of precedence shall prevail (from highest priority to lowest): (i) the Service Agreement; (ii) as regards any Service, the Service Description relating to such Service; and (iii) this Agreement. In the event of a conflict between the Other Provisions and any other terms of this Agreement, the Other Provisions shall prevail and govern. A Service Agreement replaces all prior oral or written communications and agreements relative to each Service to which the Service Agreement relates. The order of precedence provided for in this Section applies notwithstanding the chronological order of execution of the particular documents.

1.6 Services Descriptions: A Service Description sets forth and contains all of the terms and conditions relative to the particular Service to which it relates.

1.7 Independent Agreement: This Agreement is independent of, and does not replace or supercede, any other agreement between NRBN and the Customer except those, if any, expressly provided herein to be replaced or superceded by this Agreement.

## **Term of Agreement and Service Agreements**

**2.1 Term of Agreement:** This Agreement shall be effective upon signing by both the Customer and **NRBN** (the "**Effective Date**") and, unless terminated earlier in accordance with the provisions of this Agreement, shall continue in effect for a period of sixty (60) months after the Effective Date (the "**Initial Term**") and thereafter on a month-to-month basis (each such month being a "**Term Extension**") until either the Customer or **NRBN** provides the other with written notice of termination of this Agreement not less than sixty (60) days prior to the end of the Initial Term or not less than twenty (20) days prior to the end of a Term Extension. The Initial Term and all Term Extensions collectively comprise the "**MSA Agreement Term**".

**2.2 Term of Service Agreements:** A Service Agreement shall be in effect and have the "Term" (the "**Service Agreement Term**") provided for in the Service Agreement.

**2.3 Extension of Agreement Application:** If a Service Agreement Term extends past the end of the MSA Agreement Term then, notwithstanding the provisions of Section 2.1 hereof, this Agreement shall remain in effect as regards, but only as regards, the particular Service Agreement until the expiry of the Service Agreement Term of the particular Service Agreement.

## **Ordering Services**

**3.1 Procedure:** The Customer may at any time, and from time to time, order any of the telecommunication and related services offered for sale by **NRBN** at the particular time pursuant to the following procedure:

- The Customer initiates the Service order process by contacting **NRBN**, either verbally or in writing (including by e-mail or fax), requesting the Service(s) required by the Customer (the "**Services**").
- Upon receipt of a request for the Services from the Customer, **NRBN** shall assemble and provide (including by e-mail or fax) the Customer with a "**Quote**" in the form of an unsigned Service Agreement Form which will include Service Descriptions for each of the Services requested by the Customer.
- If, upon receipt of the Quote from **NRBN**, the Customer finds the Quote acceptable, the Customer shall execute the Quote (in the manner provided in the Quote) and return the Quote to **NRBN**. A Quote may be accepted by the Customer only within the time allowed therefor in the Quote.
- A Quote shall become a Service Agreement binding upon **NRBN** and the Customer upon execution of the Quote by **NRBN**.
- **NRBN** shall provide the Customer with a copy of the completely executed Service Agreement.
- If, upon receipt of a Quote, the Customer finds the Quote not acceptable, the Customer does not sign the Quote and the Customer contacts **NRBN** and re-initiates the order process pursuant to this Section.



"The Customer":

"NRBN":

[Name of the Customer]

NIAGARA REGIONAL BROADBAND NETWORK LIMITED

By:

By:

Name:

Name:

Title:

Title:

I have the authority to, and do hereby, bind the Customer.

I have the authority to, and do hereby, bind NRBN.

Place of incorporation: \_\_\_\_\_

Place of formation: Ontario

Address for Notices:

Address for Notices:  
#5 - 623 South Service Road  
Grimsby, Ontario  
L3M 4E8  
Attention: General Manager

Attention: \_\_\_\_\_

E-mail address: