

Niagara Regional Broadband Network Limited
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This Agreement made in duplicate this ____ day of _____, 20__.

BETWEEN:

“Customer Name” an entity pursuant to the laws of the Province of Ontario, having its offices at

(hereinafter referred to as “CUSTOMER”)

- and -

NIAGARA REGIONAL BROADBAND NETWORK LIMITED, a corporation incorporated pursuant to the laws of the Province of Ontario, having its offices at 4343 Morrison St., Niagara Falls, ON, L2E 6Z9.

(hereinafter referred to as "NRBN")

AND WHEREAS, the CUSTOMER acknowledges and agrees that it has read and accepts this Agreement, which includes and incorporates by reference the Schedules referred to herein (together, the “Agreement”).

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. Services

NRBN agrees to supply the Services described in service agreement (the “Services”) in accordance with the terms of this Agreement. CUSTOMER agrees to receive the Services from NRBN in accordance with the terms of this Agreement.

2. Term & Overholding

This Agreement shall commence on the date when the Services has been established and are available for use by the CUSTOMER and shall remain in effect for a period of __ **months** (the “Initial Term”) unless terminated by either party as permitted by this Agreement. This Agreement will automatically renew for successive terms of one (1) month (each, a “Renewal Term”) unless written notice of termination is provided by either party to the other at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term, as the case may be, in which case the Agreement will expire on the expiration date of the Initial Term or the then-current Renewal Term, as the case may be. The term “Term” wherever used in this Agreement shall mean the Initial Term or the then-current Renewal Term, as the case may be. If the CUSTOMER continues to use the Services after the end of the Term (or the Renewal Term as applicable), the CUSTOMER shall pay for the Services at a monthly fee, equivalent to monthly rates charged by NRBN to its customers for a one-year term service commitment. For all other purposes extension of the Term shall be regarded as part of the Term.

Compensation

2.1 All Services provided are invoiced monthly in advance. The first invoice will be issued by NRBN upon receipt of this Agreement signed by the CUSTOMER. NRBN shall invoice the CUSTOMER in advance, based on the rates indicated in service agreement of this Agreement, for the Services to be provided in that month and, except for payment of the first invoice, which must be paid by CUSTOMER to NRBN before commencement of the Term, the CUSTOMER shall pay all invoices within thirty (30) days after the date the invoice is issued. Unless otherwise designated by NRBN in writing, the CUSTOMER shall pay all invoices to NRBN Upon at least thirty (30) days written notice prior to the end of the Term, NRBN may change any fees payable under this

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Agreement. CUSTOMER is solely responsible for payment of any taxes (including without limitation sales, use, goods and services, capital, intangible and property taxes) resulting from the CUSTOMER's purchase or use of the Services ("Taxes"). For NRBN to not charge the CUSTOMER HST or any such other tax, the CUSTOMER must provide NRBN with an exemption certificate satisfactory to NRBN.

2.2 Invoices outstanding for more than thirty (30) days shall bear interest at a monthly rate of 1.5% per month (19.56% per annum) and such interest charges shall accrue from and after the due date of payment to the date that payment is received by NRBN.

2.3 The CUSTOMER must bring any invoice inquiries and disputes to the attention of NRBN in writing within sixty (60) days of the invoice date. After that time, the CUSTOMER will be deemed to have agreed on the contents of the invoice and will have no right to challenge any element of the invoice. Subject to Section 2.4, billing disputes will be settled in accordance with Section 30 and notwithstanding any invoice or billing dispute, the CUSTOMER shall pay the undisputed portion of an invoice and any subsequent invoices in accordance with this Agreement.

2.4 In the event of non-payment of an invoice, NRBN may, in addition to all other rights and remedies under this Agreement and at law and in equity, suspend the provision of any or all Services. Any such suspension of Services shall not constitute the termination of this Agreement. If NRBN is required to bring legal action for the recovery of any amounts due hereunder, the CUSTOMER agrees to be responsible for, and to reimburse NRBN for, the payment of reasonable legal fees and costs incurred by NRBN, on a substantial indemnity basis. In the case of late payment of an invoice, or if NRBN is concerned regarding the CUSTOMER's credit worthiness, NRBN reserves the right to require the CUSTOMER to enter into a pre-authorized payment plan to mitigate the potential of non-payment, and to secure a good faith deposit to be held against the event of future non-payment. In such circumstances, the CUSTOMER shall authorize the payment to NRBN from a Canadian bank, or similar institution acceptable to NRBN, of a fixed monthly amount that will not exceed the recurring or delayed charges included in the price payable each month during the Term.

2.5 In the event of a suspension of service as provided for in Section 2.4 above, the supply of Services pursuant to this Agreement shall resume upon payment by the CUSTOMER to NRBN of all outstanding invoices, any and all costs of NRBN to suspend and restore service and a \$500.00 reinstatement charge. If an invoice is unpaid sixty (60) days after its payment due date, NRBN may, in addition and without prejudice to all other rights and remedies under this Agreement and at law and in equity, terminate this Agreement by written notice to the CUSTOMER whereupon all payments not yet paid by the CUSTOMER to end of the Term provided for in this Agreement shall become immediately due and payable, and any good faith deposit paid shall be retained by NRBN as liquidated damages, and not as a penalty. If NRBN is required to bring legal action to recover any amount due to NRBN by the CUSTOMER under this Agreement, the CUSTOMER agrees to pay to NRBN, on a substantial indemnity basis, the amount of the reasonable legal fees and costs incurred by NRBN in such regards.

2.6 Notwithstanding anything to the contrary in any purchase order or similar document issued by the CUSTOMER to NRBN with respect to the Services, each such purchase order or similar document shall be deemed to be for the CUSTOMER's internal use only and the provisions thereof shall have no effect whatsoever upon the provisions of this Agreement.

3. Modifications and Changes

3.1 Subject to Section 3.2, at any time CUSTOMER or NRBN may request changes in the Services by submitting such requests in writing. Within a reasonable time, but in any event not more than thirty (30) days after receiving written notice of a CUSTOMER change request, NRBN will advise CUSTOMER whether the change can be made and the effect the change will have on the Agreement and the Services, including but not limited to increased rates, and the payment of any engineering and installation costs incurred by NRBN to facilitate the changes in the Services. Within a like period after receiving NRBN's request for change, CUSTOMER will notify NRBN whether it authorizes the implementation of the change under the revised terms or rejects the change proposed. Pending authorization to implement changes, NRBN shall proceed in accordance with the latest authorized terms of the Services.

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3.2 The parties acknowledge that from time to time and at any time NRBN may make such unilateral changes and modifications as NRBN determines are necessary or advisable provided such changes do not adversely affect NRBN's ability to meet its obligations under the services levels provided for in Schedule "A". NRBN shall endeavour to provide at least fifteen (15) days' advance notice to CUSTOMER of any such unilateral changes and modifications which may affect CUSTOMER either directly or indirectly.

3.3 Should NRBN incur any additional costs or expenses resulting from any errors, omissions, defects or other problems contained in the information, materials and/or instructions provided to it by the CUSTOMER, NRBN shall be fully paid for said reasonable additional costs and expenses by the CUSTOMER over and above all payments due under this Agreement, within thirty (30) days of receipt by the CUSTOMER of a statement to that effect.

4. Termination

4.1 Upon giving sixty (60) days prior written notice to NRBN, the CUSTOMER may, during the Initial Term or any Renewal Term and without cause, terminate: (a) any one of the Services specified in this Agreement or (b) this Agreement; provided, however, that in either case, the CUSTOMER shall pay NRBN, upon written demand in one lump sum as liquidated damages and not as a penalty, 75% of the total monthly revenue for the terminated Services multiplied by the number of months and any portions thereof remaining in the Term. Both parties agree that such liquidated damages are a genuine pre-estimate of the damages NRBN would suffer as a result of the CUSTOMER terminating this Agreement at any time during the Initial Term or any Renewal Term, and the CUSTOMER shall not seek any set-off against such liquidated damages, or require an accounting thereof from NRBN.

4.2 In addition to provisions set forth in Section 4.1, in the event that NRBN has waived one-time build-out costs, as consideration for the CUSTOMER entering into a fixed term agreement for provision of the Services, such build-out costs shall be immediately repaid to NRBN upon written demand, in one lump sum, as liquidated damages and not as a penalty, in the event that the Customer terminates the Services prior to the end of the Term. NRBN in its sole judgement may reduce the lump-sum payment attributed to build-out costs, proportionate to the number of months remaining in the Term.

4.3 NRBN may terminate this Agreement upon written notice to the CUSTOMER if: (a) the CUSTOMER commits any act of bankruptcy within the meaning of the Bankruptcy and Insolvency Act (Canada), if any bankruptcy or insolvency proceeding is taken against the CUSTOMER, if the CUSTOMER makes any voluntary assignment for the benefit of its creditors, if a receiver takes possession of any of the CUSTOMER's property, or if the CUSTOMER ceases to carry on business in the normal course; or (b) the CUSTOMER fails to make full payment of any invoice within sixty (60) days after the date of the invoice; (c) the CUSTOMER fails to cure to NRBN's satisfaction, in its sole discretion, any default under this Agreement, within fifteen (15) calendar days of receiving written notice describing the nature of such default from NRBN; (d) the CUSTOMER violates any applicable municipal ordinance or provincial or federal law, governmental order, decision or regulation, or order of any court of competent jurisdiction, including without limitation, decisions and orders of the CRTC (each, an "Applicable Law"); (e) the CUSTOMER fails to obtain or maintain any required licence or regulatory approval; (f) the CUSTOMER transfers or assigns the use of the Services without the express written consent of NRBN; (g) NRBN is prohibited by any Applicable Law from providing the Services; or (h) if any licence, easement, right of way, permit or regulatory authorization or approval required by NRBN to provide the Services in accordance with this Agreement, cannot be obtained, maintained or renewed, without unreasonable expense to NRBN, or is terminated or revoked for any reason.

4.4 Upon termination of this Agreement the CUSTOMER will return to NRBN all property that is owned by NRBN and has been installed at the CUSTOMER location for the purpose of providing the Services. Upon termination of this Agreement the CUSTOMER shall allow NRBN to remove its equipment and other facilities from the CUSTOMER's property and premises.

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5. Credit Authorization

5.1 CUSTOMER hereby authorizes NRBN and gives consent to NRBN under applicable privacy laws for them or their designates to obtain credit information and bank and other financial references regarding CUSTOMER for the purposes of assessing CUSTOMER's credit worthiness, and CUSTOMER will promptly execute and deliver to NRBN such further documents and assurances and take such further actions as NRBN may from time to time reasonably request in order to carry out the intent and purpose of this Section.

6. Limit of Liability

6.1 NRBN is solely responsible for the provision of the Services pursuant to this Agreement. Under no circumstances shall NRBN, and their respective affiliates, successors, assigns, or their respective directors, officers, employees and agents (collectively, the "NRBN Parties"), be liable to the CUSTOMER or any third party for any indirect, incidental, special or consequential damages, expenses, costs (including lawyers and court costs), liability, loss or damage whatsoever, whether arising in negligence, tort, statute, equity, contract, common law or any other cause of action or legal theory. The CUSTOMER agrees, acknowledges and confirms that the CUSTOMER's exclusive remedy shall be limited to the proportionate charge to the CUSTOMER for the affected Services and that this limitation is fair and reasonable in the commercial circumstances of this Agreement and that NRBN would not have entered into this Agreement but for the CUSTOMER's agreement to limit the liability of the NRBN Parties in the manner, and the extent, provided for herein.

6.2 For greater certainty, none of the NRBN Parties shall be liable for any lost profits, anticipated revenue, loss of data, loss of use of any information system, lost business revenue, failure to realize expected savings or any other commercial or economic loss of any kind whatsoever arising out of or in connection with this Agreement or the provision of the Services, even if any of the NRBN Parties have been advised of the possibility of such loss.

6.3 None of the NRBN Parties shall have any liability to the CUSTOMER or any third party arising from the failure, for any reason, to activate the Services on the activation date requested by the CUSTOMER. None of the NRBN Parties are liable for any failure or delay in performance hereunder if such failure is due, in whole or in part, to any cause beyond NRBN's reasonable control.

6.4 NRBN shall not have any liability to the Customer or otherwise if the Services or any change in the Services cause the hardware or software of the Customer to become obsolete, require modification or attention or otherwise affects the performance thereof.

6.5 NRBN shall not be liable for any damages that result in damage to tangible property or for bodily damage or death unless and only to the extent that NRBN has been grossly negligent.

6.6 ANY WARRANTIES EXPRESSLY MADE BY NRBN IN THIS AGREEMENT ARE IN LIEU OF, AND NONE OF THE NRBN PARTIES SHALL BE LIABLE OR RESPONSIBLE FOR, AND ALL EXPRESSLY DISCLAIM, ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, SATISFACTORY QUALITY AND NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. NONE OF THE NRBN PARTIES OFFERS ANY OTHER ASSURANCES, GUARANTEES OR WARRANTIES THAT: (A) THE SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS; (B) THE SERVICES WILL BE ERROR-FREE, VIRUS-FREE, OR THAT SERVICES WILL BE PROVIDED ON AN UNINTERRUPTED OR CONTINUOUS BASIS; OR (C) ALL DEFICIENCIES IN THE SERVICES CAN BE FOUND OR CORRECTED.

6.7 None of the NRBN Parties will be liable for protection or privacy of electronic mail or other information transferred through the Services or any other network provider its CUSTOMER may utilize.

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6.8 None of the NRBN Parties will assume any liability arising from the use of the Services furnished by or on behalf of NRBN in combination with services, products or equipment or combination therein provided by CUSTOMER or any third parties.

6.9 The CUSTOMER shall have sole responsibility for the preparation of its programs and data. None of the NRBN Parties shall be responsible for any fault or error in the CUSTOMER's programs or data, or in any programs or data accessed through the Services or the Internet.

6.10 This Section 6 shall apply even in the event of a breach of condition, a breach of an essential or fundamental term or a fundamental breach of this Agreement.

7. Indemnity

7.1 The CUSTOMER shall indemnify and save each of the NRBN Parties (as defined in Section 6.1) harmless from and against all loss, liability or damages of any type and expense, including, without limitation, reasonable legal fees and disbursements on a substantial indemnity basis, arising from any and all claims by any third party, including, without limitation, end users and distributors (herein a "Third Party"), in connection with the use of the Services (and any related equipment or software, if any) by the CUSTOMER or any Third Party, or in connection with the CUSTOMER's failure to comply with its obligations under this Agreement, including, without limitation, Section 12, whether the failure is attributable to the CUSTOMER's or a Third Party's, use of the Services, with or without permission of the CUSTOMER.

7.2 The CUSTOMER shall indemnify each of the NRBN Parties from and against any claim by a Third Party for alleged infringement of any copyright, trademark or any other intellectual property rights which arises as a result of the storage or processing of any of the CUSTOMER's programs or data on or through the Services or the Internet.

7.3 CUSTOMER agrees to hold harmless the NRBN Parties from all claims and liability arising from CUSTOMER failure to report or pay Taxes (as defined in Section 3.1) in a timely fashion.

7.4 The CUSTOMER shall indemnify each of the NRBN Parties from and against damage to business or property, or injury to, or death of any person, occasioned by or in connection with any act or omission of the CUSTOMER or any person utilizing the CUSTOMER's services, equipment or facilities with or without the consent or knowledge of the CUSTOMER.

7.5 The indemnities contained within this Section 7 shall survive termination of this Agreement for the maximum time period permitted by law.

8. Customer Equipment and Infrastructure

NRBN will provide the Service through network access points in each case, connected at a point of demarcation, usually at a termination panel located in proximity to the electrical metering equipment and/or electrical service entrance equipment on the CUSTOMER's premises. CUSTOMER will comply with its obligation as set out in Schedule "C" hereto. Furthermore, any service extension construction beyond any such demarcation point, and all maintenance of equipment and facilities beyond the point of demarcation, will be the responsibility of the CUSTOMER or their agents. Conduit and/or fibre and/or other equipment installed by NRBN shall remain the property of NRBN following expiration or termination of the Agreement.

9. Permitted Service Suspension

9.1 The CUSTOMER agrees that it may be necessary for NRBN to temporarily suspend service for technical or maintenance reasons, (other than emergency maintenance), provided that the Customer be notified in advance. The parties may agree to regularly scheduled maintenance windows for this purpose. Such a suspension of service will not be considered Outage Time for the purposes of Schedule A hereto.

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9.2 Without incurring liability, NRBN may immediately and without notice: (i) discontinue or suspend the Services; (ii) cancel a request for the Services; or (iii) temporarily block service to a particular jurisdiction, sector, authorized code or other criteria, as NRBN determines, if NRBN deems such action is necessary, either to prevent improper use, as outlined in this Agreement, or to protect against fraud or the commission of suspected illegal activities, or to otherwise protect its personnel, agents, facilities or services.

10. Customer Obligations

Subject always to any other term of this Agreement, the CUSTOMER shall:

- a) at the CUSTOMER's sole cost and expense, provide NRBN and its employees, agents and representatives with access to conduit, cables, termination panels and any other equipment located on private property to which access is required or desirable to provide the Services.
- b) provide NRBN its employees and its designates with prompt and safe access, during and after business hours to the property and the premises of the CUSTOMER and any customer of the CUSTOMER as required to support the Service Level Agreement, as referenced in Schedule A, of this Agreement and specifically adhere to CUSTOMER's Equipment, Obligations and Access provisions specified at Sections 7 & 8 of Schedule A.; and
- c) be responsible to provide first line support personnel, as identified in Schedule C hereto, who will be the interface between NRBN and the CUSTOMER for all services performed as part of this Agreement.
- d) ensure that its computer, communications and other equipment and systems are sufficient to access and use the Services as provided by NRBN. From time to time, the equipment and/or systems required to access and use the Services may change and, as a consequence, the CUSTOMER's equipment may cease to be sufficient to access and use the Services and in such event NRBN shall have no liability to the CUSTOMER and it shall be the responsibility of the CUSTOMER to upgrade its equipment and systems in order to access and use the Services;
- e) be solely responsible for the provision and maintenance of all its equipment except as otherwise provided in this Agreement.
- f) provide all necessary infrastructure including, without limitation, electricity, electricity outlets.
- g) provide personnel who will be the interface between NRBN and the CUSTOMER for the purposes of this Agreement.
- h) will be solely responsible for obtaining the execution by any property and/or building owner, landlord and/or operator of any agreement allowing NRBN access to the premises, property and/or building of the CUSTOMER and any customer of the CUSTOMER; and will cause all underground facilities (including the components of storm and other sewers, lighting, communications and sprinkler systems) within the boundaries of any excavation on the CUSTOMER's site related to the installation of facilities needed by NRBN in order to provide the Services to the CUSTOMER to be clearly located for and advised to NRBN.

11. Restrictions on Use of Services

11.1 The CUSTOMER shall not:

- a) resell or distribute any NRBN services without obtaining written consent from NRBN.

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- b) re-arrange, disconnect, remove or otherwise alter or tamper with NRBN's equipment or facilities. In the event that NRBN's equipment or facilities are tampered with, CUSTOMER shall bear the costs of an on-site service call as well as any remediation costs.
- c) allow the use of conduit, fibre or other facilities installed by NRBN, by any other party;
- d) install fibre or any other cabling within the conduit provided by NRBN.
- e) use the names of NRBN, or any of their respective agents for any marketing purposes whatsoever without prior written consent of NRBN.
- f) use the Services to:
 - i) invade another person's privacy.
 - ii) unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material.
 - iii) post, transmit, distribute or disseminate content, which is unlawful, threatening, harassing, abusive, libellous, slanderous, defamatory or otherwise offensive or objectionable.
 - iv) unlawfully promote or incite hatred; or
 - v) post, transmit or disseminate objectionable information, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order or regulation.
- g) use the Services to access any computer systems, software, data, or any confidential, copyright protected or patent protected material of any other person, without the knowledge and consent of such person, make unauthorized attempts to gain access to any account or computer resource not belonging to the CUSTOMER (i.e. engage in spoofing), or otherwise gain unauthorized access to, alter, or destroy any information of another person by any means or device;
- h) use the Services to upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material which is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder;
- i) disrupt NRBN backbone network nodes or network services, or directly or indirectly use the Services to restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the use of the Services or the Internet, including without limitation, posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, trojan horse or other harmful or debilitating feature;
- j) send unsolicited e-mail that causes complaints from the recipients of such unsolicited e-mail (i.e. engage in spamming), or send large quantities of

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unwanted or unsolicited e-mail to individual e-mail accounts (i.e. engage in mail bombing), including without limitation, commercial advertising and informational announcements.

- k) obtain or attempt to obtain Services by any means or device with intent to avoid payment.
- l) knowingly engage in any activities that will cause a denial of service to any NRBN customers or end-users, including without limitation, synchronized number sequence <SYN> attacks; or
- m) facilitate, aid or encourage any of the above activities, whether using NRBN's network or service by itself or via a third party's network or service.

11.2 If the CUSTOMER uses, or allows the use by its customers of the Services for the provision of Voice over Internet Protocol services ("VoIP Services"), then the CUSTOMER shall comply, and require its customers to comply with the decisions, directives and other requirements of the Canadian Radio-television and Telecommunications Commission (the "CRTC") relative to VoIP Services, including with respect to emergency services obligations, message relay services obligations and customer privacy safety obligations. CUSTOMER shall file all required customer and end-user notifications with the CRTC pertaining to the provision of E-911 emergency services and shall post such end-user notifications on CUSTOMER's website.

11.3 If the CUSTOMER resells the Services, then it shall comply with Telecom Regulatory Policy CRTC 2019-354 ("Review of the reseller obligation") and undertake all necessary regulatory registrations and filings.

11.4 As required by Broadcasting and Telecom Regulatory Policy 2016-102 and Telecom Regulatory Policy CRTC 2011-46 (the "Decisions") of the CRTC, if, within the meaning of the Decisions, the Customer (i) resells any of the Services provided by NRBN to the CUSTOMER; (ii) it is a Canadian carrier, and (iii) it had annual Canadian telecommunications service revenues exceeding ten million dollars in the previous fiscal year, then it is required, and it is a condition of NRBN providing the Services to the CUSTOMER that the CUSTOMER be a member of the Commissioner for Complaints for Telecommunications Services Inc. (the "Agency").

11.5 NRBN cannot guarantee privacy for Internet users. Messages on the Internet may be subject to third party interception and review. NRBN therefore recommends that the Services not be used for the transmission of confidential information.

11.6 NRBN has no obligation to monitor the Services. However, in order to protect itself, its suppliers and its customers, NRBN and its suppliers will be entitled to electronically or otherwise monitor the Services and to disclose any information obtained thereby which is required by law or court order. NRBN and its suppliers will not intentionally monitor or disclose any private e-mail message unless required by law or court order. NRBN and its suppliers will comply with all privacy and data protection laws when monitoring and disclosing information and agree that such laws supersede the provisions of this Agreement in the event of any conflict or uncertainty.

12. Compliance with Laws

12.1 The CUSTOMER agrees to comply with all applicable laws relating to the use of the Services. If the CUSTOMER is at any time in breach of the requirements of Section 12 or Section 12 hereof, NRBN may immediately and without notice, and in addition to all other rights and remedies under this Agreement and at law and in equity, suspend the supply of any or all Services to the CUSTOMER pursuant to this Agreement. Any such suspension of the supply of Services shall not constitute a termination of this Agreement and shall not excuse the CUSTOMER from liability to make the payments to NRBN required by this Agreement during the period that the provision of the Services to the CUSTOMER is suspended. The supply of Services pursuant to this

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Agreement shall resume upon the CUSTOMER no longer being in breach of the requirements of this Agreement and the payment by the CUSTOMER to NRBN of any and all costs of NRBN, including without limitation, legal fees, to suspend and restore service and a \$500.00 reinstatement charge. Continued breach of the requirements of this Agreement, including but not limited to this Section 12 may result in termination of this Agreement pursuant to the provisions of Section 4 of this Agreement.

13. Governing Law

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The CUSTOMER submits to the exclusive jurisdiction of the courts of the Province of Ontario. Each party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

14. Force Majeure

The parties hereto shall in no event be liable for any failure or delay in performance hereunder, if such failure is due, in whole or in part to Force Majeure, (other than the obligation of the party affected to pay fees to the other party). For purposes hereof Force Majeure means without restricting the foregoing any fire, flood, windstorm, ice or snow storm, natural disaster, or other act of God, strike, slowdown, lockout, picketing or other labour difficulty, the act of any governmental authority, regulatory or judicial authority and the failure of any telecommunications system of a third party upon which NRBN is reliant to provide the Services to the CUSTOMER, cyber-attack (including denial of service attack), fuel or energy shortage, unavailability of materials or equipment, or delays in transportation collectively and separately “Force Majeure”).

As a result of a Force Majeure event, a party shall be excused from such performance of its obligations to the extent of such interference to the extent that its obligations relate to the performance interfered with; provided that the party affected by the Force Majeure shall use all commercially reasonable efforts to remove the Force Majeure event causing such non-performance; and provides prompt notice of the Event of Force Majeure to the other Party. In no event shall an event of Force Majeure be excused if it exceeds one hundred and eighty (180) days unless it is due to a lack of availability of fibre optics cable and/or electronic equipment. At such point the non-defaulting Party may terminate the Agreement but have no additional rights for damages as a result of the event of Force Majeure.

15. Notice Every notice, approval, request, authorization, direction or other communication under this Agreement will be given in writing to the party at the address set out on the first page of this Agreement for such party and will be deemed to have been delivered and given for all purposes (i) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (ii) five business days after deposit at a post office for delivery by registered mail, with written verification of receipt; and (iii) upon completion of transmission, if sent via facsimile, with a confirmation of successful transmission.

16. Insurance

NRBN and the CUSTOMER shall each maintain reasonable insurance to cover itself and the other with respect to any activities that could possibly cause damage to the other.

17. Severability

The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or

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provision shall be severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

18. Time; Waiver; Invalid Provisions

Time is of the essence in respect of this Agreement. Any waiver with respect to one event is without prejudice and shall not constitute a waiver of any similar or other event. Failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any such provision or right. If any provision of this Agreement is determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

19. Assignment

The CUSTOMER shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of NRBN.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their representatives, successors, assigns and other legal representatives. NRBN, at its sole discretion, shall have the right to assign monies payable under this Agreement to a Financing Partner whether pursuant to a lease, a conditional sale, receivable sale or otherwise, (a) all or any part of the payments due under this Agreement; and (b) NRBN's rights under this Agreement to any Product provided for in this Agreement, in such case to secure its obligations in connection with the financing of and or provision of such Product. CUSTOMER shall make all payments under this Agreement to NRBN provided that NRBN is not in default ("Default") of an assignment agreement with a Financing Partner for all or part of the payments under this Agreement. In the event of a Default, the Financing Partner may notify CUSTOMER of the Default and direct CUSTOMER in writing to remit the payments under this Agreement directly to such Financing Partner. Upon receipt of and in accordance with such notice and direction, CUSTOMER agrees to make the payments under this Agreement directly to the Financing Partner. The CUSTOMER will be required to sign an acknowledgement with respect to their concurrence with said assignment and direction to make such payments directly to the assignee in the event of a default by NRBN.

20. Survival

All terms and conditions of this Agreement, which by their nature extend beyond the terms hereof or which are required to ensure that the parties hereto fully exercise their rights and perform their obligations hereunder, shall survive the completion or earlier termination of this Agreement.

21. Reservation of Rights

The parties hereto reserve all rights not specifically granted herein.

22. Inurement

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

23. Entire Agreement

This Agreement: (i) constitutes the entire understanding and agreement between the parties hereto with respect to the provision of the Services by NRBN to the CUSTOMER; and (ii) supersedes all prior agreements, contracts, quotations, purchase orders, correspondence and communications, whether written or oral, between the parties hereto with respect to the provision of the Services by NRBN to the CUSTOMER.

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24. Modification

This Agreement may not be altered, amended or modified, except in writing signed by both parties.

25. Relationship

The relationship of the parties hereto to one another will be that of an independent contractor, and none of the NRBN Parties will be deemed to be an agent, partner, joint venturer, or employee of the CUSTOMER.

26. Further Assurances

Each of the parties will promptly execute and deliver to the other at the cost of the other such further documents and assurances and take such further actions as the other may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights, interests and remedies intended to be created in favour of the other.

27. Liens and Encumbrances

The CUSTOMER (and its clients) will not have the power, authority or right to create and will not permit any lien or encumbrance, including without limitation, tax liens, mechanics' liens, builders liens or other license or encumbrances with respect to work performed, in connection with the Services .

28. Confidentiality

In the course of the performance of this Agreement, a party (the "Receiving Party") may obtain, receive or have access to information and materials of a confidential or proprietary nature, including without limitation trade secrets, customer and website visitor information, software and data residing on the CUSTOMER's equipment, business plans and other information of a strategic, financial or technical nature (collectively, "Confidential Information") of the other party (the "Disclosing Party"). The Receiving Party agrees that it shall treat the Disclosing Party's Confidential Information as strictly confidential and shall not disclose or permit the disclosure of such Confidential Information to any person without the Disclosing Party's prior written consent, except that NRBN may disclose Confidential Information to (i) another party involved in supplying the CUSTOMER with telecommunications, data or related services; or (ii) an agent retained by NRBN in the collection of the CUSTOMER's account. The Receiving Party agrees that it shall not use the Confidential Information of the Disclosing Party other than as required for the performance of this Agreement, and shall take all reasonable security measures to protect against unauthorized access, such measures to be of the same standard of care as the Receiving Party uses for its own Confidential Information and in any event no less than a commercially reasonable standard of care. Upon request, the Receiving Party shall return all tangible material concerning the Confidential Information of the Disclosing Party.

29. Proprietary Rights

No patent, copyright, trademark, trade secret or technological or proprietary right is licensed, granted or otherwise transferred to the CUSTOMER by this Agreement or otherwise, except for the right to benefit therefrom in the course of the use of the Services.

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30. Changes to Terms and Conditions.

NRBN may by notice to the Customer, change the provisions of any of the terms and conditions of this Agreement provided that the changes are reasonable and applicable generally to all customers of NRBN and do not change any provision that applies only to the CUSTOMER. The CUSTOMER agrees that notice of changes to the Acceptable Use Policy and privacy policies are posted on the website of NRBN and it shall be the responsibility of the CUSTOMER to regularly visit the website of NRBN to determine if there has been any change to the Acceptable Use Policy or privacy policies of NRBN.

31. Dispute Resolution

31.1 Subject to Section 31.4, any dispute between the parties shall be resolved in accordance with this Section 31.

31.2 Prior to initiating arbitration pursuant to Section 31.3, the parties shall first attempt to resolve any dispute informally and confidentially, in the following way:

- a) upon the written request of a party, the other party shall appoint a designated representative whose task it will be to meet for the purpose of attempting to resolve the dispute.
- b) the designated representatives shall meet as often as the parties reasonable deem necessary in order to gather from, and furnish to each other, all information with respect to the dispute which the parties believe to be appropriate and germane to its resolution. The designated representatives shall discuss the issue and negotiate in good faith in an effort to resolve the dispute without the necessity of any format proceeding.
- c) during the course of negotiations, the parties may request, and exchange non-privileged information reasonably related to this Agreement; and
- d) the specific format of the discussion shall be left to the discretion of the designated representatives but may include the preparation of agreed-upon statements of facts or written statements of position. In the case of a dispute with respect of billing, the CUSTOMER may require an in-depth review of the disputed amount. It is agreed that all communications between the parties, and by the parties pertaining to the dispute during the negotiations, shall be without prejudice to the party's rights regarding the dispute.

31.3 If a dispute cannot be resolved or settled informally, it shall be settled and determined by arbitration pursuant to the laws of the Province of Ontario, and the parties are deemed to submit to the *Arbitration Act, 1991* (Ontario) (the "Act"). The CUSTOMER hereby waives any right that it may have to submit a dispute to the Commissioner for Complaints for Telecommunications Services Inc. and shall be bound by the provisions of this Section 31. Either party may at any time give written notice to the other of its desire to submit the dispute to arbitration stating with reasonable particularity the subject matter of the dispute. Within five (5) days after receipt of such notice, the parties shall appoint a single arbitrator, the parties shall apply to a court of competent jurisdiction to appoint an arbitrator and the parties agree to be bound by such appointment. The arbitration shall take place in a location in the City of Toronto. The costs of the arbitration shall be paid as determined by the arbitrator. Notwithstanding anything to the contrary contained in the Act, the award of the arbitrator shall be final and binding upon the parties and all persons claiming through or under them. An award of the arbitrator shall be a condition precedent to the right of either party, or any person claiming through or under a party, to bring any suit, action or other proceeding in any court of law or equity against the other party, any person claiming through or under a party, or against the arbitrator, in respect of any matter to which this arbitration process applies. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, and execution or other legal process may issue upon such judgment. The parties and all persons claiming through or under them attorn to

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the jurisdiction of the arbitrator and to the jurisdiction of any court in which judgment may be entered. Arbitration may not be waived except upon delivery by all parties of a written notice to that effect.

31.4 The following disputes are not subject to the dispute resolution procedures set forth in Sections 31.1, 31.2 and 31.3, unless, in respect of any particular dispute, the parties otherwise mutually agree:

- (i) any dispute involving a request for a temporary restraining order or other form of injunctive relief.
- (ii) any dispute involving a claim by or against a third party (except with the express written consent of such third party to participate in arbitration on the basis set forth in this Agreement or in another mutually agreed upon form of alternative dispute resolution); and
- (iii) any dispute involving disagreements or disputes related to the fees and charges due under Section 2.

32. Future Regulation.

In the event that the provision of any of the Services or the Services should become subject to regulation or approval by any authority having lawful jurisdiction, then the CUSTIMER shall cooperate with NRBN to make reasonable amendments to this Agreement to obtain any required approvals with respect to the provision of the Services in order to comply with applicable regulatory requirements and to allow the continued supply of the Services by NRBN to the CUSTOMER under circumstances as close as practicable to those provided for in this Agreement.

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IN WITNESS WHEREOF the parties hereto have duly executed this Agreement effective as of the day and year first above written by an officer authorized in that behalf.

“Customer Name”

Name: _____

Title: _____

Signature: _____

I have authority to bind the Company

**NIAGARA REGIONAL BROADBAND
NETWORK LIMITED**

Name: _____

Title: _____

Signature: _____

SCHEDULE A

Services and Service Levels

1. Services Provided Seven Days a Week 24 Hours a Day

(a) Network Monitoring

The Supplier shall continuously perform on-line, in-band electronic monitoring of the Network seven days per week, 24 hours per day and 365 days per year to detect any Faults. This includes monitoring Network connectivity between all of the POPs and the status link of end equipment at each Demarcation Point and monitoring of the status of the Backbone and monitoring the utilization of the Backbone.

(b) Trouble Dispatch

The Supplier shall maintain a toll-free centralized telephone number for trouble dispatch through which all Faults can be reported. The NOC will act as a clearinghouse for all problems whether initiated by the Customer or detected by the Supplier.

2. Reporting Emergencies and Service Requests

In order to report an emergency or to request a service call in respect of all Faults, the Customer shall telephone the NOC at:

Telephone # 1-877-331-6726

3. Service Level Objectives

The Supplier's "Service Level Objectives" with respect to the Services are:

- (i) Availability: not less than 99.999%;
- (ii) Latency: a maximum one-way trip transmission delay of ten milliseconds between intra-regional points-of presence (POPs) of the Supplier;
- (iii) Packet Loss: 0.1% or less, generally, and is 0.001% or less for traffic marked with a DSCP of 40 through 47 for Customers that subscribe for Quality of Service; and
- (iv) Throughput: not less than 95% of the Customer's Bandwidth Profile identified in the Agreement.

and, while the Supplier will use commercially reasonable efforts to achieve the Supplier's Service Level Objectives, the Supplier shall not have any liability to the Customer should the Supplier fail to achieve any of the Service Level Objectives.

4. Additional Definitions

"Availability" is the percentage of the total time (the "Total Time") during a particular calendar month which the Services are available for use by the Customer, being the percentage that (i) the result obtained by subtracting Interruption Time from Total Time is of (ii) Total Time.

"Latency" is the one-way delay measured between when the first bit of a service frame enters the ingress UNI to when the last bit of the same service frame leaves the egress UNI. "Packet Loss" is the percentage of "in-profile" Service Frames not reliably delivered between UNIs over a calendar month.

"Throughput" is the amount of 256 byte Service Frames in both ingress and egress directions that Supplier's Network will deliver under normal operating conditions.

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5. Mean Time To Restore Services

The objectives of the Supplier is to have a mean time to restore (“MTTR”) an interruption of the Services: (i) related to the Supplier’s electronics and systems, of four hours; and, (ii) related to other equipment and physical cable plant of the Supplier, of eight hours. While the Supplier will use commercially reasonable efforts to achieve such objectives, the Supplier shall not have any liability for failing to achieve such objectives except for the provision of SLA Credits in applicable circumstances in accordance with other provisions of these Service Provisions.

6. Service Level Agreement & SLA Credits

SLA credits are sub divided into two categories. Interruption credits and degraded credits.

(a) Interruption Credits

In the event, and in each event, that Interruption Time in relation to the Services exceeds forty-five (45) minutes then, if and only if requested in writing by the Customer within ten days of the end of the calendar month in which the Interruption occurred, on the next invoice by the Supplier to the Customer, the Customer shall be credited with an “SLA Credit” equal to one thirtieth (1/30th) of the Monthly Recurring Charge for the Services: (i) for the initial forty-five (45) minutes of Interruption Time; and (ii) for each full one hour of Interruption Time following the initial forty-five (45) minutes of Interruption Time.

(b) Degraded Credits

Degraded services are defined as metrics of a service that impact a customer’s ability to utilize a circuit but does not completely interrupt the connection. The SLA for network metrics is defined below:

- (i) Latency: a maximum one-way trip transmission delay of fifty milliseconds between intra-regional points-of presence (POPs) of the Supplier;
- (ii) Packet Loss: 1% or less
- (iii) Throughput: not less than 80% of the Customer’s Bandwidth Profile identified in the Agreement.

In the case of degraded services where the network metrics daily average exceeds the value allowed in the SLA metrics (Section 6, subsection b, i,ii,iii), if and only if requested in writing by the Customer within ten days of the end of the calendar month in which the degraded service occurred, on the next invoice by the Supplier to the Customer, the Customer shall be credited with an “SLA Credit” equal to one thirtieth (1/30th) of the Monthly Recurring Charge for the Services for each day of degraded service. The max payment per month for degraded services is not to exceed 20% of the total monthly charge associated with that service.

Degraded services SLA credit calculation will begin at the time the customer reports the issue to the suppliers NOC and a ticket is generated. The supplier shall investigate and conduct an analysis to confirm whether such SLA has not been met. This may involve, but not be limited to the following: releasing the circuit to supplier for testing and repair, providing access to supplier staff to facilities for end to end tests and repair, and input from customer staff to augment supplier testing. Any period during which the customer fails to afford supplier any of the above items will exclude SLA credits from accumulating during that period.

7. Interruption Time

“Interruption Time” is the time that the Services are not available for use by the Customer, or are degraded below the metrics set forth at Section 6 b) above, at the Demarcation Point of a Location.

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Interruption Time begins when the Supplier opens a “Service Ticket” in response to an interruption in the provision of the Services reported to the Supplier by the Customer and the Customer releases the affected circuit(s) to the Supplier for testing and repair and ends upon the earlier of: (i) when the Service Ticket indicates the Services are no longer interrupted; and (ii) the return of the affected circuit(s) for use by the Customer.

8. Exclusions From Interruption Time

Interruption Time does not include time when the Services are not available to the Customer due to: (i) interruptions for the purposes of allowing the Supplier to maintain, repair, implement a request from the Customer in relation to, upgrade or change Supplier’s Network, a Local Loop or the Customer’s Services; (ii) interruptions not reported to the Supplier; (iii) interruptions due to Force Majeure; (iv) interruptions and delays caused by the Customer (including delays in the Customer providing the Supplier access to facilities to investigate or correct interruption of service or resulting from breaches or non-compliance by the Customer of its obligations under the Service Agreement); (v) interruptions and delays caused by third parties; (vi) the failure of equipment, systems or services not controlled by the Supplier; and (vii) transient service degradation of short duration which clears before any repair action is taken.

9. Limit On SLA Credits

In no event shall the total of all SLA Credits relative to the Services provided to a Location during a calendar month credited to the invoice to the Customer relative to the particular Location and calendar month exceed the amount of the Monthly Recurring Charge for the Services provided to the particular Location for the particular calendar month to which the invoice relates. There shall be no carry-forward or carry-back of any SLA Credits to a calendar month other than the calendar month in which occurred the Interruption Time to which the SLA Credits relate. There shall be no carryover of any SLA Credits to apply against the charges by the Supplier to the Customer for any other service provided by the Supplier to the Customer. The Customer shall not be entitled to any credits or other compensation from the Supplier with respect to the provision of the Services except those expressly provided therefor herein.

10. SLA Credits Apply Only With Respect To Supplier’s Network

Supplier will provide SLA Credits only in relation to traffic over Supplier’s Network. In the event that a Location of the Customer is provisioned through a network not owned or operated by the Supplier then no SLA Credits will be provided in relation to traffic between such Location and another location of the Customer and, instead, the Supplier shall pass along to the Customer the credits, if any, that the Supplier may become entitled to from the third party provider.

11. Site Specific Performance.

Should at any time during the duration of the Term of this Agreement, the Network fail to meet the service specifications set forth in Schedule C, section 6, subsection (a), for a period of fifteen-days following the report of a Priority 1 Service outage to the Supplier, then the Customer may terminate the affected Service(s) at the affected site(s) without penalty, upon provision of written notice of termination of the identified site(s) to the Supplier.

Should at any time during the duration of the Term of this Agreement, the Network fail to meet the service specifications set forth in Schedule C subsection 6, subsection (b) for a period of thirty-days following the report of a Priority 1 or Priority 2 Service outage to the Supplier, then the Customer may terminate the affected Service(s) at the affected site(s) without penalty, upon provision of written notice of termination of the identified site(s) to the Supplier.

SCHEDULE B
GENERAL TERMS AND CONDITIONS

1. Provision of Services

NRBN shall use commercially reasonable efforts to provide to the CUSTOMER those Services identified in this Agreement, subject to and in accordance with the terms and conditions of this Agreement. Subject to contrary provision in this Agreement, NRBN does not provide the Services to destinations outside NRBN's service area. Subject to the provisions in this Agreement relative to the levels at which the Services will be provided, NRBN does not guarantee error-free or uninterrupted operation of the Services.

2. Service Connection

The dates in this Agreement for the completion of installation of the facilities of NRBN and for the commencement of the provision of the Services to the CUSTOMER are estimates only and, while NRBN will use commercially reasonable efforts to meet such dates, NRBN shall not have any liability for failing to meet such dates. NRBN will keep the CUSTOMER informed as to the dates foreseen for such completion and commencement.

3. Point of Demarcation

If the Services include access to NRBN's Network, NRBN will provide such access via a single mode optical fibre or wireless connection, connected at a "point of demarcation" provided in this Agreement or, if there is no such provision in the Agreement, at a termination panel located in proximity to the electrical metering equipment in, and/or the electrical service entrance to, the CUSTOMER's premises. The connection from the point of demarcation to the CUSTOMER's communication network is the responsibility and cost of the CUSTOMER.

4. Wireless Access Component

Where any of the Services are provided to the CUSTOMER, in whole or in part, through a wireless connection over the public spectrum, NRBN shall not be in breach of its obligations to the CUSTOMER and shall not have any liability to the CUSTOMER in the event that the Services are not delivered to the CUSTOMER by virtue of a failure of, or interrupted or interfered access to, the public spectrum service for the delivery of the Services and any such interruption or interference and the period thereof shall not:

- (a) constitute Outage Time in the calculation of Availability; and
- (b) constitute error seconds in the calculation of Performance.

5. Network Management Services

NRBN shall provide network surveillance and fault management services to the CUSTOMER in accordance with the provisions of this Agreement on a 7 days a week, 24 hours a day basis. NRBN shall provide management of names and addresses during NRBN's normal business hours, Monday through Friday.

6. Faults

If there is a fault with respect to the provision of the Services and the CUSTOMER requests, NRBN will perform basic diagnostic checks to identify the location of the fault. If the fault is not with NRBN's equipment or connection or within NRBN's service area, the CUSTOMER shall be billed for all testing and other work done, with a minimum charge of \$500.00

7. Maintenance and Repair

All requests by a CUSTOMER for maintenance and repair service shall be made to NRBN's Network Operation Centre. The objective of NRBN is to have a mean time to repair and restore service of four (4) hours and while NRBN will use commercially reasonable efforts to achieve such objective, NRBN shall not have (subject to Force Majeure and scheduled routine maintenance) any liability for failing to achieve such.

SCHEDULE D

NRBN Customer Support and Escalation Procedure

1. Overview

The purpose of this document is to identify the support process for NRBN Customers. Customers must assign a severity to all Service Requests submitted to NRBN. It also provides the process and guidelines to follow in the event of a support request requiring escalation.

2. Procedure to Report Service Requests

Priority 1 Service Request

A Priority 1 Service Request should be used when a Customer is unable to access LAN, WAN, Internet, or Voice services. If there is impact to mission critical Services this type of request should be used.: i.e. LAN, WAN, Internet, or Voice services are severely degraded or significant aspects of Customer's business operations are negatively impacted.

All Priority 1 Service Requests are to be communicated to the NRBN call center at 1-877-338-6726, option 2. Please provide the following information and a NRBN technical representative will return your call.

- Company
- Contact name and number
- Site address
- Type of service
- Type of service issue experienced
- Time of service issue
- Ticket number provided, if escalating

NRBN support will respond to all Customer Priority 1 Service Requests within thirty (30) minutes.

In all but exceptional circumstances, NRBN will commit all necessary resources on 24 X 7 basis to resolve Priority 1 Service Requests.

Priority 2 Service Request

A Priority 2 Service Request should be used when the operational performance of the LAN, WAN, Internet, or Voice services have been impaired with minimal impact to the Customer's business operations.

All Priority 2 Service Requests are to be communicated to NRBN via support@nrbn.ca. Please provide the following information and an NRBN technical representative will respond via call or email, depending on the information provided. Please indicate "P2 – Customer Name" in the subject line of the email as well as including the following in the body:

- Company

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- Contact name and number
- Site address
- Type of service
- Type of service issue experienced
- Time of service issue
- Ticket number provided, if escalating

NRBN support will respond to all Priority 2 Service Requests within two (2) hours during a regular business day. NRBN will provide resources during the regular business hours to resolve Priority 2 Service Requests.

Priority 3 Service Request

A Priority 3 Service Request includes customer requests for information or assistance on NRBN’s network infrastructure. Inquiries regarding installation, configuration Services, or to request Moves, Adds or Changes should also be submitted as Priority 3 Service Requests.

All Customer Priority 3 Service Requests should be directed to support@nrbn.ca. Please provide the following information and an NRBN technical representative will respond via email. Please indicate “P3 – Customer Name” in the subject line of the email as well as including the following in the body:

- Company
- Contact name and number
- Site address
- Type of service
- Type of service issue experienced
- Time of service issue
- Ticket number provided if escalating

NRBN support will respond to all Customer Priority 3 Service Requests within two (2) business days.

3. Escalation by NRBN Customer

Escalation Levels	Escalation Roles
1st Level	Network Support Specialist
2nd Level	Network Architect
3rd Level	Manager of Network Operations
4th Level	NRBN President

Initial Escalation

In the event that a Priority 1 Service Request made by an NRBN Customer is not responded to by an NRBN NOC member within thirty (30) minutes, or the NRBN Customer is not satisfied with the response, the Customer may request escalation to Level 2 Support by calling 1-877-338-6726 option 2.

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In the event that a Priority 2 Service Request made by a NRBN Customer is not responded to by an NRBN NOC member within two (2) hours, or the NRBN Customer is not satisfied with the response, the Customer may request escalation to Level 2 Support by calling 1-877-338-6726 option 2.

In the event that a Priority 3 Service Request made by an NRBN Customer is not responded to by an NRBN NOC member within two (2) business days, or the NRBN Customer is not satisfied with the response, the Customer may escalate to the Level 2 Support by calling 1-877-338-6726 option 2.

Subsequent Escalations

Subsequent escalations of Priority 1 Service Requests should follow the same process as indicated above in thirty (30) minute intervals.

Subsequent escalations of Priority 2 Service Requests should follow the same process in sixty (60) minute intervals.

Subsequent escalations of Priority 3 Service Requests should follow the same process in two (2) hour intervals.