

# MASTER SERVICES AGREEMENT



## DSM Telecom General Terms of Service

### 1. Services

#### 1.1 Services

DSM Telecom agrees to provide Services to the Customer as set forth in the Schedule of Services. DSM Telecom reserves the sole right to determine the methods of access and the optimum routing for traffic across the DSM Telecom backbone or across other networks.

#### 1.2 Term

The term of this Agreement will commence upon the initiation of the availability of the Services to the customer and extend for the term set forth in the Schedule of Services. Thereafter, this Agreement will be automatically renewed for consecutive one (1) year periods unless either party provides the other party with written notification, at least sixty (60) days prior to the expiration of the then current term of this Agreement, of its intention not to renew this Agreement. Subject to DSM Telecom's termination rights set forth in Section 5 of this Agreement, this Agreement will remain in effect with respect to any order for Services ("Service Order") entered into prior to the effective date of the termination of this Agreement for the term specified in such Service Order and the terms and conditions of this Agreement will continue to apply to the Services covered by such Service Order. Upon termination of this Agreement, the Customer's right to order new Services will cease and DSM Telecom will have no further obligation to furnish new Services to the Customer.

#### 1.3. Prohibited Uses of the Services

The Customer will not use the Services or permit others to use the Services in any way that (i) violates any local, provincial or federal law or regulation; (ii) subjects DSM Telecom, its subsidiaries, clients, or the Customer to criminal or civil liability, (iii) intentionally through the actions or inactions of the Customer adversely affect the operation of DSM Telecom's network or that of its suppliers or (iv) contravenes this Agreement. DSM Telecom has no obligation to monitor the Services, but may do so and may disclose information regarding DSM Telecom's use of the Services to satisfy lawful governmental requests, to operate, maintain or improve the Services, or to protect DSM Telecom, its subsidiaries, clients and the Customer against criminal and civil liability. The Services may be used for voice and facsimile, excluding broadcast facsimile, communications only and may not be used for data communications.

#### 1.4 Policy Changes

DSM Telecom will provide the Customer with fifteen (15) days prior written notice of any and all changes in policy and technical issues that might affect the Customers compliance with this Agreement.

### 2. Fees

#### 2.1. Monthly and Call Duration Charges

In consideration for the services provided by DSM Telecom to the Customer pursuant to Master Service Agreement & Schedule of Services, the Customer agrees to pay to DSM Telecom the monthly charges, call duration charges, and related charges specified in the applicable schedules to this Agreement. Rates and billing terms for the Services are set forth in the Schedules of Services. The billing increments for Long Distance will be unless otherwise set forth in the applicable schedules, DSM Telecom will provide the Customer with a monthly bill for all amounts due to DSM Telecom through the date of invoice in an electronic format. Unless otherwise stated all amounts due and owing to DSM Telecom will be payable by either pre-authorized debit or credit card. If invoicing is accepted by DSM Telecom it will be on a Net 30 basis. All invoices not paid in full within thirty (30) days after the date of invoice will be considered past due ("Past Due") and subject to an interest charge at the lesser rate of 2.1% per month or the maximum rate allowable by applicable law. DSM Telecom will have the unilateral right to discontinue services to the Customer if the account is past due. 911 fees will also be charged where applicable.

#### 2.2. Billing Increments

Long Distance: The billing increments for this Service shall be a 6 second minimum per call and 6 second increments thereafter.

Toll Free: The billing increments for this service shall be a 30 second minimum per call and 6 second increments thereafter.

International: The billing increment for all International Calls unless specified otherwise shall be a 30 second minimum per call and 6 second increments thereafter. The billing increment for Mexico is 60 second minimum per call and 60 second increments thereafter.

#### 2.3. Additional Charges

Except as specifically set forth in this Agreement, the Customer is solely responsible for all charges incurred in relation to the receipt of the Services. The Customer agrees to pay all sales and use taxes, duties or levies including 911 fees, directory listing fees, and operator service fees which may be required by law in connection with the provision of the Services to the Customer. If DSM Telecom discovers any such applicable charges for which the Customer is unlikely to be aware, DSM Telecom will notify the Customer and provide a reconciliation of any amounts outstanding.

DSM Telecom Reserves the right to charge a per call surcharge of \$0.32 CDN to each call originated from a Canadian payphone. Canadian Payphone surcharges will be charged on a per-call basis on the automated invoice where DSM Telecom receives the payphone indicator. In areas where DSM Telecom doesn't receive the payphone indicator from the LEC, DSM Telecom will bill these manually on the invoice created by SA group.

DSM Telecom reserves the right to charge a surcharge of \$0.75 CDN per call for calls originated from US payphones.

#### 2.4 Amendments

During the term of this agreement, DSM Telecom may at its sole discretion make amendments including additions or deletions to any section or schedule of this agreement without liability. DSM Telecom must provide the Customer with ninety (90) days written notice of any amendments.

### 3. Disputed Invoices

Requests for billing adjustments together with all supporting documentation must be received by DSM Telecom within thirty (30) days from the date of the invoice in dispute or the right to a billing adjustment will be waived. All such requests must be in writing and must clearly identify the amount in dispute and the specific items in dispute. Requests for billing adjustments that do not provide adequate information for analysis by DSM Telecom, as determined in DSM Telecom's sole discretion, will be rejected and any outstanding amounts will be due according to the invoice which was the subject of the request. In the event of a billing dispute the Customer must timely pay any undisputed amounts.

# MASTER SERVICES AGREEMENT



## 4. Fraudulent Use of Services

The Customer is solely responsible for all charges incurred with respect to the Services, even if such charges were incurred through or as a result of fraudulent or unauthorized use of the Services. Nothing in this Section 4, however, will be construed to obligate DSM Telecom to detect or report fraudulent or unauthorized use of the Services.

## 5. Termination of Services

### 5.1. Nonpayment

DSM Telecom may, upon seven (7) days prior written notice, discontinue the Services without incurring any liability, if any DSM Telecom invoice is Past Due.

### 5.2. Other Causes

After DSM Telecom has sent written notice to the Customer of a breach and the Customer has been given seven (7) days to cure such breach, DSM Telecom may, upon seven (7) days prior written notice, discontinue the Services in the event of a breach of this Agreement by the Customer, fraudulent use of the Services by the Customer, fraud or misrepresentation in any submission of information to DSM Telecom by the Customer, or violations of the prohibited uses set forth in section 1.3 of this Agreement.

### 5.3. Bankruptcy

DSM Telecom may immediately discontinue or suspend delivery of the Services to the Customer if the Customer files a bankruptcy or reorganization or the Customer fails to discharge an involuntary petition within thirty (30) days after such filing, or if the Customer otherwise becomes insolvent.

### 5.4 Minimum Monthly Commitments (MMC)

The Customer will be responsible for a minimum monthly commitment of seventy five percent of the Fixed services outlined in the Schedule of Services. MMC's are defined as the Fixed services outlined in the Schedule of Services and consider any amendments to the Schedule of Service made under the Master Services Agreement for the contracted term. DSM Telecom may terminate this agreement without liability if the Customer fails to meet MMC for two consecutive quarters. DSM Telecom at its sole discretion may modify the MMC in the Schedule of Service from time-to-time and will advise the Customer of such changes in writing. DSM Telecom requires 30 days written notice to reduce the MMC outlined in the Schedule of Services. Cloud contact center clients are required to provide 60 days written notice to turn down licenses or to terminate services in full.

### 5.5 Termination Charges

If the Customer terminates the Services in breach of the terms of this Agreement prior to the end of the agreed term, DSM Telecom shall be entitled to 100% of the outstanding total contract balance. The monthly charges pretax multiplied by the number of months left on the term of the contract. DSM Telecom will provide written notice of the amount owing from the early cancellation upon seven (7) days prior written notice, discontinue the Services without incurring any liability if payment arrangements have not been arranged to be paid.

### 5.6. Rights and Obligations

Upon termination of this Agreement, all rights to the Services granted to the Customer or its authorized users under this Agreement will immediately cease and terminate. Termination of this Agreement does not release the Customer from the obligation to pay any and all accrued charges under this Agreement, unless otherwise expressly provided in this Agreement.

### 5.7 DID Numbers After Termination

All DIDs (phone numbers) shall remain the property of DSM Telecom while being utilized on the DSM Telecom platform. Upon termination and within ninety (90) days and provided none of the terms in this agreement and attached schedules have been breached by the Customer; the Customer may make arrangement with an alternate carrier to LNP the DIDs and DSM Telecom shall not unreasonably withhold this LNP service.

## 6. Customer Responsibilities

### 6.1. Compliance with Law

In the event any provisions of this Agreement are found to be in violation of local, provincial, state or federal law, the Customer must still abide by the provisions of the Agreement that are not in violation of such law. The Customer will not be relieved of any duty, obligation or responsibility hereunder due to the fact that the Services are ultimately provided to its end users. The Customer represents and warrants that it will comply with all applicable laws and applicable rules and regulations promulgated by federal, provincial, municipal, regional and state regulatory agencies, including, but not limited to, those concerning interexchange carrier selection.

## 7. Network Maintenance

DSM Telecom and its suppliers shall on a regular basis maintain the network for optimum performance. DSM Telecom maintenance windows shall be performed by DSM Telecom and its suppliers without further notification to the DSMTel at low usage times which are typically between 2am and 5am once per week. Major maintenance windows where service impairment may last longer than ten minutes will be scheduled, and a notification will be sent to the Customer.

## 8. Technical Support Services

DSM Telecom shall charge \$95 per hour for trouble shooting the Customer's equipment. This fee is also charged for resolutions to Service Tickets whereby the problem is deemed caused by the Customer's equipment or configuration issue.

## 9. Liability

The liability of DSM Telecom for damages arising out of the furnishing of the Services, including but not limited to mistakes, omissions, interruptions, delays, tortious conduct, errors or other defects, representations, uses of the Services, or arising out of the failure to furnish the Services, whether caused by acts of commission or omission, is limited to the amount of fees already paid by the Customer to DSM Telecom during the two (2) months immediately preceding the event out of which the liability arose. This amount is the sole remedy of the Customer and the sole liability of DSM Telecom. Neither party will be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to damages for lost profits or lost revenues, whether caused by the acts or omissions or negligence of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages.

DSM Telecom Digital Phones service is designed to work over a dedicated private connection between a client's site and DSM core. This is to ensure security, quality, and manageability of the DSM Digital Phone service. Use of a public Internet connection to access DSM Digital Phone service via stationary 'desk-phone' or 'soft-phone' limits the control DSM Telecom has over voice quality and managements of the Digital Phone service and therefore will be treated as 'best effort.' In this case DSM Telecom will make reasonable efforts to diagnose any service impacting issues but does not guarantee any resolution. DSM Telecom reserves the right within the first 30 days to rectify any issues that may arise on the client's premise without liability to the terms of the clients' terms. If a resolution is deemed not viable, the client and DSM Representatives will discuss an agreement to void such terms if the responsible party cannot come to a resolution.

# MASTER SERVICES AGREEMENT



## 10. Disclaimer of Warranties

*The services will be made available on a commercially reasonable basis and, except as otherwise expressly provided in this agreement or in the Schedules hereto DSM Telecom makes no guarantees or warranties of any kind, express or implied, as to the availability or quality of the services or any specific features of the services. DSM Telecom disclaims and warranty of merchantability or fitness for a particular purpose.*

## 11. Notice

*Notice will be deemed to be given by one party to the other parties of this Agreement upon personal delivery by messenger, air courier, certified registered mail, facsimile or email, addressed to the parties as follows, or to any other address or facsimile numbers provided to the parties in writing in accordance with this agreement by the party making the change:*

Customer Name:  
Street Address:  
City & Province:  
Postal Code:  
Phone Number: (902)  
Fax Number: (902)  
e-Mail Address:

## 12. Indemnification

**12.1. Indemnification by the Customer.** *The Customer will indemnify, defend, and hold DSM Telecom harmless from all claims, loss, damage, expense, including attorney's fees and court costs, or liability arising from (i) any claims made against DSM Telecom by any end user in connection with the delivery or consumption of the Services, (ii) use of facilities furnished by DSM Telecom or its suppliers in a manner inconsistent with the terms hereof or in a manner that DSM Telecom did not contemplate and over which DSM Telecom or its suppliers exercises no control, (iii) any breach of this Agreement by the Customer, and (iv) all other claims, loss, damage, expense, including attorney's fees and court costs, or liability arising out of any commission of an act or omission to an act by the Customer in connection with the Services.*

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