

NETWORK ACCESS AND SERVICES AGREEMENT

This Agreement is made in duplicate as of [DATE] between:

CUSTOMER

Legal Address
Mailing City, Province, Postal Code

(Customer)

COLUMBIA BASIN BROADBAND CORPORATION

Suite 300, 445 13 Avenue
Castlegar, BC V1N 1G1

(CBBC)

Whereas CBBC is the owner and operator of a broadband network located within the Columbia Basin to which it provides access to Customers on a non-exclusive basis;

And whereas the Customer wishes to acquire access to CBBC's Network in accordance with the provisions of this Agreement;

Now therefore in consideration of the mutual promises and covenants contained in this Agreement and the schedules outlined below, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Agreement Composition.

This Agreement is comprised of this Network Access and Services Agreement and the following schedules:

- A. [General Terms and Conditions](#)
- B. [Service Order Form\(s\)](#)
- C. [Definitions](#)
- D. [Additional Terms and Conditions](#)
- E. [Acceptable Use Policy](#)
- F. [Service Level Objectives](#)
- G. [Co-location Terms and Conditions](#)
- H. [Tower License Terms and Conditions](#)

The foregoing constitutes the entire agreement (this Agreement) between the Parties and replaces any prior oral or written communications, and any associated agreements. All defined terms, as indicated by capitalization, have the meanings set out in the Definitions (schedule C). Except for the Acceptable Use Policy (AUP) which is changeable at CBBC's sole discretion, all changes to the Agreement shall be agreed to in writing by the Parties.

2. Term.

The term of this Agreement commences on [Month] [XX], [Year] (the **Effective Date**) and, unless otherwise terminated (see General Terms and Conditions) or extended in accordance with the provisions of this Agreement, shall expire on [Month] [XX], [Year] (the **Initial Term**), or the last day of a Renewal Term (collectively the **Expiration Date**). Where new Services have been added to the Agreement through the execution of a Service Order Form between the Parties, the Expiration Date for such new Service(s) shall become the Expiration Date irrespective of the Service Effective Date of such new Service(s).

2.1 Renewal.

Unless terminated by either Party in accordance with Section 9, 10 or 11 of the General Terms and Conditions, on the day after the Expiration Date, this Agreement will automatically renew for one or more additional twelve (12) month term(s) (the subsequent twelve (12) month period being a Renewal Term) on such terms (including revised pricing) as CBBC and the Customer may agree upon before the Expiration Date. CBBC will endeavor to provide any proposed revisions to this Agreement and the Service Order Form at least sixty (60) days before the Expiration Date.

3. Services, Monthly Recurring Charges and Other Costs.

From the Activation Date to the Expiration Date, CBBC will provide to the Customer the Services identified in the Service Order Form(s), and the Customer shall pay to CBBC all Monthly Recurring Charges as well as any One-time Charges that may become due and payable by the Customer from time to time in accordance with this Agreement.

CBBC may proportionately increase its Monthly Recurring Charges from time to time in alignment with the percentage increase (aggregated for the twelve months prior) of the annually published Consumer Price Index (CPI) for British Columbia. CBBC will endeavour to provide at least thirty (30) days' notice to the Customer regarding any increases in Monthly Recurring Charges.

4. Notices.

Unless otherwise provided herein, all notices to be given under this Agreement must be provided in writing and couriered to the physical address or emailed to the email address as set forth in this Agreement.

A notice that is delivered by courier or email will be deemed to have been received on the next Business Day following the date of such delivery. For the purpose of notifying the Customer of an Activation Date, CBBC may also e-mail such information to the Customer to the e-mail address provided herein.

To: Customer
Address
City, BC Postal Code
Phone:
Email:

To: Columbia Basin Broadband Corporation
Suite 300, 445 – 13th Avenue
Castlegar, BC V1N 1G1
Phone: 1-250-365-6633
Email: cbbc@ourtrust.org

Either Party may at any time change its address for notice by giving notice to the other Parties in accordance with this section.

5. Execution of this Agreement.

Each of the Parties hereto has caused this Agreement to be signed by their respective authorized representatives.

Customer

Signed by:

Name: _____

Title: _____

Date: _____

Columbia Basin Broadband Corporation

Signed by:

Name: _____

Title: _____

Date: _____

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SCHEDULE A

GENERAL TERMS AND CONDITIONS

1. Services.

Commencing on the Activation Date CBBC will provide, or cause its Affiliates to provide, the Services to the Customer on a non-exclusive basis in accordance with the provisions of the Agreement. The Customer acknowledges that if some or all of the Services are at any time provided by an Affiliate of CBBC that the Agreement will be read as though such Affiliate were a party to the Agreement in place of CBBC such that all of the benefits and obligations of CBBC pursuant to the Agreement, as related to the Service provided by such Affiliate will, instead, be the benefits and obligations of the Affiliate and, to that extent, CBBC will be released and discharged from performing the Services to be performed by the Affiliate.

The Customer may allow its End-users to use the Services but is prohibited from reselling, allowing or enabling any other access to the Services to any other entity or person other than the Customer's End-user, unless otherwise agreed to in writing by the Parties. The Customer is solely responsible for password protecting any and all of its equipment that is used to distribute the Services to the End-users and shall ensure that only the Customer and the End-users have access to the Services.

The Customer shall ensure that their End-users do not resell access to the Services to any other entity or person. Notwithstanding the above, CBBC may allow the Customer to provide its End-users, from time to time, to sell or allow access to individuals other than the Customer or the Customer's End-user on a temporary basis such as in the case of hotels, restaurants, etc. upon written confirmation from CBBC.

2. Subcontractors.

CBBC may engage subcontractors to assist CBBC in providing some or all of the Services provided that CBBC is and remains responsible and liable to the Customer for CBBC's performance obligations under the Agreement.

3. Payment.

CBBC will invoice the Customer for, and the Customer will pay to CBBC all amounts specified in the Agreement. Payment of invoices for Monthly Recurring Charges are due on the recurring billing date specified by CBBC for each month and this billing day will reflect advance payment for the Services to be provided in the following month. Payment of invoices for One-time Charges are due on the date specified on that invoice. All payments must be made by pre-authorized debit, electronic funds transfer or cheque as directed by CBBC. The Customer is responsible for keeping its contact and billing information (including properly functioning and reachable e-mail and facsimile number and all information and authorization necessary for CBBC to receive payment by pre-authorized debit) current and accurate.

3.1 Overdue Accounts.

If any payments are not made as required the Customer will be subject to CBBC's then current charges for non-sufficient funds and CBBC may apply interest at a rate equal to 1% per month on any amount overdue by more than thirty (30) days.

3.2 Suspension.

CBBC may suspend some or all of the Services if the Customer fails to maintain its Site License Agreement with the Licensor in good standing or pay any charges or amounts due under the Agreement and fails to remedy such non-payment within ten (10) days of the date of written notice thereof from CBBC. CBBC may continue suspension of the Services until such time as the Customer has paid in full all charges or amounts then due, including any non-sufficient funds and interest charges as specified herein. Following such payment, CBBC will reinstate the Services within ten (10) Business Days. The Customer will also pay to CBBC all reasonable Costs and expenses incurred by CBBC in recommencing the Services.

3.3 Taxes and Other Charges.

The Customer will pay all sales, use, goods and services, provincial and/or other similar taxes, duties or levies imposed by any government authority in connection with the Services provided under the Agreement. The Customer is solely responsible for collecting such taxes, duties and levies from End-users as may be imposed by any governmental authority. If the Customer requests that CBBC provide to the Customer any goods or services that are not included in the Services, then such goods and/or services will be billed to the Customer at CBBC's then current time and materials rates for the same.

3.4 Currency.

All payments to be made under the Agreement will be made in Canadian dollars.

4. Customer's Responsibilities and Interconnection.

The Customer will comply with and will ensure that each of its End-users complies with, any restrictions regarding the use of the Service set forth in the Agreement and with any acceptable use policies or instructions communicated to the Customer by CBBC. The Customer will not, nor will it authorize, assist or permit any End-user to: (a) tamper with or change the Services, CBBC's Network and/or any CBBC Components; (b) abuse the Services or use them in a manner that may result in or results in damage to or interference with any CBBC Components and/or CBBC's Network, or permit use of CBBC services by other persons; (c) use the Services in a manner that avoids the payment of any charges; or (d) use the Services, or display or transmit content in a manner that violates any Applicable Law or regulation.

4.1 Approvals.

The Customer will obtain and continue in effect all approvals, consents, licenses, waivers, registrations or other permissions necessary to perform its obligations hereunder and the Customer will notify CBBC in immediately writing of any termination, suspension or revocation of the same. If the Customer fails to obtain or maintain the appropriate approvals, CBBC will not be liable for any delay or failure to provide the Services.

4.2 Licenses and Permits.

The Customer will, at its sole cost and expense: (a) obtain all necessary licenses, permits or other registrations as may be required to permit CBBC to install and maintain any applicable CBBC Components from the legal boundary of each Customer facility or site (the **Customer's Site**), or from the Point of Presence at which CBBC agrees to provide the Services to the Demarcation Point, including all required rights-of-way, permissions and/or third party consents; (b) satisfy all requirements imposed by a building's design or by building management as it applies to the installation of the Services or CBBC Components, including payment of any additional fees, conduit installation, design submissions and installation approvals; (c) prepare each Customer Site for the installation of the Services, including any CBBC Components, in accordance with CBBC's

reasonable instructions.

4.3 Potential Damage.

The Customer will notify CBBC of any existing technical or other facilities (including water, gas, electrical and communications) that could be damaged during the installation of CBBC Components at the Customer's Site. The Customer will cause to be identified, monitored, removed and disposed of any dangerous objects, hazardous materials and substances present at the Customer's Site prior to any work being performed by CBBC at such site. The Customer will advise CBBC in writing of all health and safety at work rules and regulations and any other reasonable security requirements applicable at each Customer's Site. The Customer will be responsible for any additional Costs incurred by CBBC as a result of the Customer's failure to comply with such instructions or the foregoing obligations. Changes in the environment or location of any CBBC Components at the Customer's Site will require the prior written consent of CBBC. The Customer will be responsible for the care and protection of (but not the support and maintenance of), and will be liable to CBBC for all loss or damage, other than ordinary wear and tear, to any CBBC Components situated within the Customer's Site.

4.4 Access.

The Customer will grant CBBC access to or ensure that CBBC has access to each Customer Site in order to install, maintain and remove the Services and CBBC Components. CBBC will not be responsible for any delays, interruptions in Services, damages or costs that may result if CBBC is unable to access the Customer's Site. CBBC will be entitled to invoice the Customer for any verifiable Costs or expenses that CBBC, its Affiliates or sub-contractors, may incur in connection with a delay in the installation of a Service or CBBC Components caused by an act or omission of the Customer including the Customer's failure to grant or ensure that CBBC has access to the Customer's Site in order to install the Services and CBBC Components as set forth herein.

The Customer will notify CBBC's NOC (Network Operations Centre) via email when entering and exiting a POP (cbbcnoc@ourtrust.org).

4.5 Interconnection.

CBBC may interconnect CBBC Components or systems at the Demarcation Point in order to provide the Services to the Customer and similar services to third parties. Any related interconnection will be carried out in accordance with any applicable technical, operating or performance standards set forth herein or that are otherwise agreed to by the Parties in writing. CBBC is not responsible for the quality of transmission beyond the Demarcation Point. The Service is furnished subject to any and all operational and systems constraints in the Customer's facilities and systems. Neither Party will access respective Electronic Equipment without written approval.

4.6 Insurance.

During the term of the Agreement, the Customer shall obtain and maintain commercial general liability Insurance in the amount of at least five (5) million dollars; and shall name CBBC and the Licensor as an additional insured on the insurance policy and furnish CBBC with a certificate of insurance.

5. Acceptable Use Policy or AUP.

The Customer will comply with and ensure that all of its End-users are aware of and agree to be bound by and comply with CBBC's AUP as appended to the Agreement and as may be amended

by CBBC from time to time.

6. Proprietary Rights.

Title to, ownership of and all intellectual property rights in any equipment, software, systems, processes, internet protocol addresses (**IP addresses**) and documentation used to provide the Services (**CBBC Components**) will be and remains with CBBC, or its suppliers and Licensors. Unless expressly provided for elsewhere in the Agreement, the Agreement does not grant to the Customer any intellectual property or other rights or licenses in or to any CBBC Components. Neither Party will use any trade-mark, brand name, copyright, patent or other intellectual property of the other Party, or its Affiliates, without the other Party's prior written consent which consent may be withheld without reason.

CBBC's name and the names of its Affiliates are proprietary and nothing herein constitutes a license authorizing their use. The Customer agrees to only permit End-users the right to use the Services under the Customer's own name, identity or trade-mark. In addition, the Customer will not state to End-users, or prospective End-users that: (a) the End-user will be a CBBC customer or that the End-user will be obtaining CBBC Services from the Customer; or (b) that the Customer has any relationship with CBBC other than an agreement to purchase Services. The Customer will have sole responsibility for interacting with its End-users in all matters pertaining to the Services. CBBC will incur no obligation, nor will it be deemed to have any obligation to interact with the Customer's End-users for any reason or purpose. The Customer will cooperate with CBBC, as necessary, to address and resolve any service related issues and problems and will impose upon its End-users an obligation to cooperate with the Customer in addressing and resolving service related issues and problems.

7. Confidentiality.

Neither Party will disclose to any third party any Confidential Information (including the terms and conditions of the Agreement, including pricing). All Confidential Information disclosed by a Party is and will remain the property of the Party that disclosed the Confidential Information. Each Party will hold the Confidential Information exchanged under the Agreement in confidence and will only use the same for the sole purpose of performing its obligations hereunder. Neither Party will disclose any Confidential Information to anyone except to those employees or contractors to whom such disclosure is required for the purposes authorized herein. If such Confidential Information is disclosed to a third party by either Party for the purpose of performing the Agreement the disclosing Party will, prior to such disclosure, obtain from the third party a written agreement regarding confidentiality of the Confidential Information, the terms of which will be substantially the same as those contained herein.

Notwithstanding the foregoing, a Party may disclose Confidential Information: (a) to its professional advisors without the written consent of the disclosing Party where the advice of its professional advisors is necessary to accomplish the objectives of the Agreement; and (b) as may be required by law, including any governmental authority having jurisdiction over it, or its Affiliates, for the purpose of obtaining applicable regulatory approvals as may be required hereunder. If a Party is involved in court proceedings and is subject to a legally enforceable demand for discovery of Confidential Information, that Party will give written notice to the owner of the Confidential Information prior to disclosing the Confidential Information and will cooperate in seeking such reasonable protective arrangements as may be requested by the owner. Nothing in this section will affect the right of either Party to take such action as it may deem advisable to protect its Confidential Information.

8. Suspension without notice.

CBBC may immediately suspend the Services without notice to the Customer: (a) to prevent or protect against fraud, to protect CBBC personnel or non-CBBC personnel from injury or death, or to prevent damages to or interference with CBBC's, or its Affiliates equipment, facilities, CBBC Components, network of the Services; (b) to comply with any law, regulation, court order or other government request or order; (c) for a violation of any provisions of the Agreement, including CBBC's AUP, relating to the use or misuse of the Service by the Customer or any of its End-users; (d) for a violation of any policies or instructions communicated to the Customer in writing by CBBC; (e) to prevent the display or transmission of content in a manner that violates any Applicable Law or regulation; (f) to protect CBBC from legal liability or from other acts or omissions of the Customer or any of its End-users, or intermediate provider(s) that is deemed, in CBBC's sole discretion, to be illegal or fraudulent. If the Services are suspended pursuant to this section, the Customer will pay all reasonable Costs and expenses incurred by CBBC in recommencing the Services. Suspension or termination of the Services by CBBC, as set forth herein, will not affect the Customer's obligation to pay for the Services rendered prior to the suspension or termination. CBBC will not be liable for any loss, damage or inconvenience suffered by the Customer as a result of any suspension or termination of Services in accordance with the Agreement.

9. Termination for Material Default.

Either Party may terminate the Agreement by giving notice to the other if the other Party is in material default of any provision of the Agreement and does not remedy that default within sixty (60) days of the issued date of the default notice. Notwithstanding the foregoing, CBBC may terminate the Agreement by giving written notice to the Customer if the Customer fails to maintain its Site License Agreement in good standing with the Licensor or is in default of any of its payment obligations and fails to make payment in full within five (5) Business Days after the date that written notice is deemed to have been received by the Customer.

10. Termination for Convenience by Customer.

The Customer may terminate the Agreement, in whole or in part, at any time, for any reason by giving at least sixty (60) days written notice to CBBC provided that if the Customer elects to terminate the Agreement in this manner, the Customer shall pay to CBBC 50% of the Monthly Recurring Charges related to the terminated service from the termination date to the Expiration Date (the **50% MRCs**), One-Time Charges and any other charges that are payable up to the date the service is terminated, all costs incurred by CBBC for the provision of Services that have not been recovered by CBBC by the termination date, and all disconnection fees as then determined by CBBC, including all third party cancellation and/or termination charges or other fees or other charges incurred by CBBC as a result of the termination by CBBC of any third party services or agreements (the **Total Remaining Charges**). The Total Remaining Charges are a genuine pre-estimate of the liquidated damages suffered by CBBC as a result of the early termination of the Agreement by the Customer and are not a penalty.

11. Termination for Convenience by CBBC.

CBBC may terminate the Agreement, in whole or in part, at any time, for any reason by giving at least sixty (60) days written notice to the Customer.

12. Consequences of Termination.

In the event that the Agreement is terminated for any reason whatsoever, CBBC may take such action as it determines, in its sole discretion, to be necessary to cure any default by the Customer, including the right to access and connect or disconnect the Customer's Electronic

Equipment from the CBBC Network and, for this purpose, the Customer appoints the CBBC as its duly authorized agent to act with full power on its behalf.

13. Disclaimer of Warranties.

CBBC does not guarantee error-free or uninterrupted operation of the Services and the Services are provided in accordance with CBBC's SLOs as amended from time to time. Except as expressly provided for herein, CBBC makes no warranties, representations or conditions of any nature whatsoever, either express or implied, and all warranties, representations and conditions are, to the extent permitted by applicable law, excluded. CBBC assumes no responsibility for Customer and/or End-user use of the internet in connection with any Services provided hereunder, and the Customer and its End-users access the same at their own respective risk. CBBC exercises no control over and has no responsibility whatsoever for any content that is accessible, or actions taken on the internet, or provide through the Services provided through the Agreement.

14. LIMITATION OF LIABILITY.

14.1 No Liability for Certain Damages.

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT (INCLUDING LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM), WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

14.2 Liability for Damages and Cap.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, CBBC PARTIES' TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY, CLAIMS OR LOSSES (COLLECTIVELY, **DAMAGES**) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF CBBC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF THE MONTHLY RECURRING CHARGES PAID TO CBBC FOR THE SERVICES UNDER THE AGREEMENT DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE DAY ON WHICH SUCH LIABILITY AROSE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

15. INDEMNITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS CBBC PARTIES AND THEIR SUCCESSORS AND ASSIGNS AND DEFEND ANY ACTION BROUGHT AGAINST SAME WITH RESPECT TO ANY CLAIM, DEMAND, CAUSE OF ACTION, DEBT OR LIABILITY, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE EXTENT THAT SUCH ACTION IS BASED UPON A CLAIM THAT: (I) IF TRUE, WOULD CONSTITUTE A BREACH OF ANY OF CUSTOMER'S REPRESENTATIONS, WARRANTIES, OR AGREEMENTS HEREUNDER; (II) ARISES OUT OF

THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CUSTOMER; (III) IS BROUGHT AGAINST CBBC PARTIES BY A THIRD PARTY IN CONNECTION WITH THE SERVICES OR OTHER MATTERS RELATED TO THE AGREEMENT; OR (IV) ARISES FROM PERSONAL INJURY, INCLUDING DEATH, TO AN AGENT OF CUSTOMER OR A THIRD PARTY ENGAGED BY CUSTOMER IN ANY CAPACITY IN RELATION TO THE SERVICES OR THE AGREEMENT.

16. Force Majeure.

Neither Party will be liable or responsible for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including government legislation, regulations or restrictions (including the denial or cancellation of any export of other necessary license), wars, insurrections, labour disruptions, natural disasters or catastrophes, fires, accidents, failure of networks of other companies, and/or any other cause beyond the reasonable control of the Party whose performance is affected (a Force Majeure Event). However, the Customer will have the right to immediately terminate the Agreement if any Force Majeure Event results in CBBC's inability to reasonably provide the Services for sixty (60) consecutive days.

17. Governing Law.

The Agreement shall be interpreted in accordance with and be governed by the laws of the Province of British Columbia and the laws of Canada and the Parties hereto attorn to the exclusive jurisdiction of the courts of British Columbia.

18. Dispute Resolution.

The Parties will use commercially reasonable efforts to resolve any dispute that arises relating to the validity, construction, meaning, performance or effect of the Agreement; or the rights and liabilities of the Parties; or any other matter arising out of or in connection with the Agreement (each a dispute), promptly and in an amicable manner by negotiation. Upon written request of either Party, a senior executive representative of each of the Parties will meet to endeavour to resolve a dispute. The representative will meet as soon as is reasonably practical after a dispute is referred to them, giving due regard to the nature and impact of the issue under consideration but in no event more than ten (10) Business Days after the dispute has been referred to them. If the representatives cannot resolve a dispute within fifteen (15) Business Days, then the dispute may, upon mutual consent of the Parties, be referred to arbitration in accordance with the *Commercial Arbitration Act* (British Columbia). The arbitration will be held in Castlegar, British Columbia, or such other location as may be selected by mutual agreement of the Parties. All such arbitrations will be carried out by a single arbitrator and, if the Parties cannot agree upon a single arbitrator, by a panel of three arbitrators, one of which is chosen by each Party and the third which is chosen by the two arbitrators so appointed. The arbitrator(s) will not have the power to award any damages in excess of the limits set forth in or excluded under the limitation of liability provisions of the Agreement. The decision of the arbitrator(s) shall be in writing, stating the reasons for the award, and will be final and binding on the Parties. No appeal from the decision shall be taken unless such decision results in a determination that is patently unreasonable. Nothing in this section will prevent either Party from applying for or obtaining any interim, interlocutory or preliminary injunction or declaratory relief, or from bringing any claim for contribution or indemnity in the same court in which a suit against a Party has been brought by a third party.

19. General.

19.1 Injunctive Relief.

Each Party acknowledges and agrees that a breach of Sections 6 and/or 7 may cause the other Party harm which will not be compensable by monetary damages alone and, accordingly, each Party

will, in addition to any other available legal or equitable remedies, be entitled to seek an immediate injunction restraining the other Party for committing or continuing to commit such breach. A Party need not show or prove any actual damage sustained by it and may avail itself of injunctive relief in addition to and without prejudice to any other remedies available to it.

19.2 Interpretation.

The headings in the Agreement will not affect the interpretation of any provision of the Agreement. The words “including” and “includes” means “including without limitation” and “includes without limitation”.

19.3 Assignment.

Neither Party may assign all or any part of the Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party which consent will not be unreasonably withheld or delayed. Notwithstanding the forgoing, CBBC may assign the Agreement, without the prior written consent of the Customer (i) to any Affiliate; or (ii) if necessary to be in compliance with the rules and/or regulations of any regulatory agency, governmental agency, legislative body or court of competent jurisdiction, provided that in all such cases the assignee has the capacity to fulfill the requirements of the Agreement. Any attempted assignment in violation hereof will be null and void and deemed to be a material breach of the Agreement.

19.4 Relationship.

The Agreement does not create or imply any agency, partnership or other relationship between the Parties and does not authorize either Party to bind or obligate the other in any way.

19.5 No Waiver.

The failure of either Party to exercise any right under the Agreement, or to insist upon the strict or full performance of the obligations under the Agreement will not constitute a waiver or relinquishment of any provision of the Agreement. In order to be binding upon a Party, any such waiver must be expressed in writing and signed by both Parties. The rights of the Parties under the Agreement are cumulative and not alternative.

19.6 Survival.

Any terms of the Agreement which, expressly or by their nature, extend beyond the termination or expiration of the Agreement (including but not limited to Sections 3, 3.1, 3.3, 3.4, 6, 7, 13, 14, 15, 16, 17, 18, 19.1, 19.2, 19.6, 19.7 and 19.8) shall survive any expiration or termination of the Agreement.

19.7 Regulatory Requirements.

CBBC and the Customer will comply with the Applicable Laws relating to the exercise of their respective rights and performance of their obligations under the Agreement. Nothing in the Agreement is to be construed as being in contravention of any Applicable Laws. If any part of the Agreement is found to be in contravention of the Applicable Laws prevailing at that time then: (a) that part will be deemed amended to the extent necessary to comply with the Applicable Laws; (b) if such Applicable Laws are later amended or eliminated then, as of the time of such amendment or elimination, the previously contravening part of the Agreement will be construed as if the Applicable Laws were not applicable to it and any amendment deemed to have been previously made will automatically be deemed to have not been made; and (c) the Parties will adapt the

provision of the Agreement and make such adjustments as may be practicable so as to give effect to the Agreement in a manner that complies with all Applicable Laws and to the original intentions of the Parties.

19.8 Severability.

If any term, covenant or condition contained herein shall, to any extent, be adjudged by a court of competent jurisdiction to be invalid or unenforceable in any respect the same shall be severed from this Agreement, and the remainder of this Agreement shall not be affected thereby. The Parties will engage in good faith negotiations to replace any provision that is declared invalid or unenforceable with a valid and enforceable provision, the economic effect of which comes as close as possible to that of the invalid or unenforceable provision that it replaces.

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SCHEDULE B

SERVICE ORDER FORM

This Service Order Form and the Service(s) provided hereunder are effective when activated, at a date to be determined by the Parties.

This Service Order Form provides for a Service or Services to be provided to the Customer by CBBC in accordance with the Agreement. The Customer may, from time to time, request a new Service or new Services from CBBC by providing the following information required to provision the Service or Services:

- Service requested/changed/terminated.
- Location(s) of service.
- # of IP addresses requested (if applicable).
- A Requested Activation/Deactivation date.
- Any other information that may be relevant with respect to the provision of a new Service.

The Parties may agree to enter into more than one Service Order Form concurrently provided that each executed Service Order Form applies to a distinct Service or Services. A new Service Order Form affecting an existing Service or existing Services shall be treated as an amendment to the original Service Order Form relating to that Service or those Services.

Provision of the new Service(s) shall be subject to the Customer's ongoing credit-worthiness and availability of the requested service.

The requested Service or Services will terminate on the Expiration Date of this Agreement regardless of the Service Effective Date, unless otherwise specified in this Service Order Form.

1. Monthly Recurring Charges and Initial One-time Charge:

In respect to the provision of the Services identified on the following page of this Service Order Form, the Customer hereby agrees to pay to CBBC the corresponding Monthly Recurring Charges and One-time Charges that will be due and payable by the Customer when and as invoiced by CBBC pursuant to this Agreement.

The Customer shall be responsible to pay directly or reimburse CBBC, as requested by CBBC, for all amounts due hereunder that are required to be paid under this Agreement. CBBC shall invoice the Customer for all amounts owed by the Customer to CBBC in a timely manner. The Customer shall pay such invoices within thirty (30) days of issuance of any invoice issued by CBBC.

All payments made by the Customer under this Agreement shall be made without any deduction or withholding for or on account of any present or future Impositions.

2. One-time Charges

CBBC may be required to perform certain work before providing network Services. CBBC will calculate and provide an estimate of the One-time Charges that the Customer will be required to pay in order to obtain the services identified on the following page.

Description of Services, Monthly Recurring Charges & One-Time Charges

Circuit ID	Bandwidth	Service	Primary Location A	Secondary Location Z	Proposed Activation Date	MRC	One-Time Charge	Notes
Total MRC						\$		
Total One-Time Charge						\$		

Additional Terms:

- For further clarity, if applicable, build costs shall be agreed upon and approved prior to service activation.
- The Customer will continue to have the ability to add a new connection at any time during the contract term.

SCHEDULE C

DEFINITIONS

For the purposes of the Agreement, the following terms shall be defined as follows:

50% MRCs: ascribed to that term in Section 10 of the General Terms and Conditions.

Acceptable Use Policy (AUP): The AUP may be amended by CBBC from time to time, at its sole discretion. CBBC will notify the Customer of any amendments to the AUP.

Activation Date: the date the Service is active and available to the Customer for use.

Additional Terms and Conditions: are those terms and conditions identified in schedule D.

Affiliate: an affiliated body corporate as defined in the Canada Business Corporations Act and, in the case of a CBBC Affiliate, means an affiliated body corporate of CBBC or any partnership or other unincorporated association in which CBBC or any of its affiliated bodies corporate has a controlling interest.

Agreement: has the meaning of the Network Access and Services Agreement between the Parties and all of the following components, if applicable: the General Terms and Conditions, the Additional Terms and Conditions, the Acceptable Use Policy, the Service Level Objectives, the Co-location Terms and Conditions, the Tower License Terms and Conditions and all applicable Service Order Forms.

Applicable Laws: all applicable federal, provincial, regional, municipal and other governmental laws, statutes, regulations, rules, ordinances, by-laws, guidelines and codes and all orders, rulings, decisions and other requirements of every governmental and other authority having jurisdiction.

ARIN: American Registry for Internet Numbers; a nonprofit, member-based organization that administers IP addresses & ASNs in support of the operation and growth of the internet.

Authorized Representatives: ascribed to that term in the Co-location Terms and Conditions.

Business Days: all days other than Saturdays, Sundays and statutory holidays in British Columbia.

Business Hours: between 8:30 AM and 4:30 PM Pacific Standard Time or Pacific Daylight Savings Time when applicable, on a Business Day.

CBBC Parties: means CBBC and its affiliates as well as their respective directors, officers, employees, representatives, agents, properly authorized contractors and subcontractors.

CBBC Components: ascribed to that term in Section 6 of the General Terms and Conditions.

CBBC's Network: every aspect of CBBC's fibre optical network, including CBBC Components that are used to provide the Services.

Co-location Terms and Conditions: are those terms and conditions identified in schedule G.

Columbia Basin Broadband Corporation (CBBC): is a registered non-dominant carrier that operates pursuant to the provisions of the *Telecommunications Act* and, accordingly, has all of the rights, duties, privileges and obligations imposed on such carriers in accordance with the Applicable Laws.

Committed Usage: a level of Sustained Usage up to which no Overage Rate applies.

Confidential Information: any data or information, tangible or intangible, which is of value to the disclosing Party and that is not generally known in the industry, to the public or to competitors of the disclosing Party. Confidential Information will include: (a) tangible information, marked by the disclosing Party with the word "Confidential", or that is otherwise identified by an appropriate stamp or legend

indicating its confidential nature; (b) information that is disclosed, orally or visually, and is identified by the disclosing Party as confidential when disclosed; and (c) all other information that, notwithstanding the absence of markings or designations, would be understood by the Parties, exercising reasonable business judgement, to be confidential. Confidential Information will not include information: (a) previously known to a Party free of any obligation to keep it confidential; (b) that has been or is subsequently made public by a Party that owns that information or by a third party who is under no obligation of confidence to any Party; (c) that is independently developed by a Party or an Affiliate without reference to or knowledge of the other Party's Confidential Information; or (d) that is disclosed with the prior approval of the owner of the information. Any combination of Confidential Information regarding, for example, products or features of technology will not be deemed to be within the foregoing exception merely because individual portions of such combination are disclosed or separately known in the public domain or known by the receiving Party.

Costs: actual, direct costs paid or payable in accordance with the established reasonable accounting procedures generally used by CBBC and which it utilizes in billing third parties for reimbursable projects, which costs will include reasonable direct costs and out-of-pocket expenses on a pass-through basis including, without limitation, equipment, materials, supplies and contracted services.

Customer: the individual or entity that wishes to acquire access to CBBC's Network as described in the Agreement.

Customer's Cabling: for the purposes of the Agreement is the cabling, jumper cables, conduits and connecting hardware that are used by the Customer to connect the Customer's Electronic Equipment to CBBC's Network at the Demarcation Point.

Customer's Electronic Equipment: includes but is not limited to all electronic, optronic, optical, radio equipment or wireless devices, including any similar devices that the Customer uses to provide services to End Users.

Customer Parties: Customer and its affiliates as well as their respective employees, and properly authorized contractors and subcontractors.

Customer Premise Equipment or CPE: any equipment, hardware, software, systems, cabling and facilities that may be provided by CBBC and used in conjunction with CBBC Components so that CBBC can provide the Services.

Customer's Site: ascribed to that term in Section 4.2 of the General Terms and Conditions.

Customer Support: ascribed to that term in the Service Level Objectives.

Demarcation Point: physical point where the CBBC's Network connects to the Customer's Cabling at the location or locations identified in the Agreement.

Distribution Network: the fibre optical cable and/or Electronic Equipment, whether owned or operated by CBBC, the Customer, or a third party, that connects to the CBBC Network at the Demarcation Point and that is used by CBBC, the Customer or a third party; as the case and context of the Agreement so requires, to provide Internet Services to End-users.

Effective Date: ascribed to that term in Section 2 of the Agreement.

Electronic Equipment: includes but is not limited to all electronic, optronic, optical, radio equipment or wireless devices, or any similar devices that are used to provide Internet Services to End-users.

End-user(s): the user(s) of the Services.

Expiration Date: ascribed to that term in Section 2 of the Agreement.

Facilities: ascribed to that term in Section 1.1 of the Tower License Terms and Conditions.

Force Majeure Event: ascribed to that term in Section 16 of the General Terms and Conditions.

Impositions: means all taxes, fees, levies, imposts, duties, charges or withholdings of any nature (including license, permit and Underlying Rights fees) arising out of the transactions contemplated by the Agreement, or directly imposed upon or with respect to the Services by any federal, provincial or local government or other taxing authority (including, without limitation, a First Nation acting in the capacity of a taxing authority), but does not in any event include taxes, fees, levies, imposts, duties, charges or withholdings generally attributable to the business of a Party, such as income taxes, property taxes, franchise fees and similar types of levies.

Initial Term: ascribed to that term in Section 2 of the Agreement.

Internet Services: are services that are provided by the Customer to the Customer's End-users by utilizing the Services described in a Service Order Form(s).

IP address: means internet protocol; a unique address that identifies a device on the internet or a local network.

License: ascribed to that term in Schedule H, Section 2.

License Compensation: means any Monthly Recurring Charges and/or One-time Charges that are payable by the Customer in accordance with the Service Order Form(s).

Licensed Space: ascribed to that term in Section 1.1 of the Tower License Terms and Conditions.

Licensor: is an entity that allows CBBC, and/or the Customer, access to its building and/or lands pursuant to a Site License Agreement, License of Occupation, or a Statutory Right of Way as between the Licensor and CBBC and/or between the Licensor and the Customer.

Load Damages: ascribed to that term in the Co-location Terms and Conditions.

Monthly Recurring Charge or MRC: the fee or fees payable by the Customer to CBBC for each calendar month that the Services and/or the License identified in the Agreement are provided to the Customer by CBBC.

One-time Charge(s): a charge or charges to the Customer that the Customer must pay to CBBC upon execution of the Agreement in order for CBBC to provision the Services and/or the License.

Overage Rate: a charge per Mbps or per GB that applies to Sustained Usage that is in excess of Committed Usage.

Outage: ascribed to that term in the Service Level Objectives.

Party: either CBBC or the Customer as the case and context of the Agreement so requires.

Parties: both CBBC and the Customer as the case and context of the Agreement so requires.

Point of Presence or POP: is a physical location, whether owned by CBBC or owned by a Licensor, where the CBBC Components are located and where the Licensor or CBBC, as the case and context of the Agreement so requires, authorizes the Customer to install the Customer's Electronic Equipment and the Customer's Cabling subject to the terms of the Agreement.

Premises: ascribed to that term in the Tower License Terms and Conditions.

Renewal Term: as identified in Section 2.1 of the Agreement.

Services: the Services that are more particularly described in the Service Order Form(s).

Service Effective Date: as identified in the Service Order Form(s).

Service Level Objective or SLO: those objectives that are identified in schedule F.

Service Order Form: a Service Order Form provides for a Service or Services to be provided to the Customer by CBBC in accordance with the Agreement. The Service Order Form(s) are part of the Agreement.

Site License Agreement: an agreement that governs the terms and conditions for allowing CBBC and/or the Customer access to a building and/or lands owned by the Licensor.

Subcontractor: a contractor, vendor, agent or consultant selected and retained by CBBC or the Customer to perform any task that may be performed by a subcontractor in performance of the Agreement.

Sustained Usage or Usage: the measurement – expressed in megabits-per-second (Mbps) or gigabytes (GB) – of the amount of data transferred over CBBC's Network over a defined period.

TSP: telecommunications service provider.

Total Remaining Charges: ascribed to that term in Section 10 of the General Terms and Conditions.

Tower License Terms and Conditions: are those terms and conditions identified in schedule H.

SCHEDULE D

ADDITIONAL TERMS AND CONDITIONS

In addition to, but not in substitution thereof, the following Additional Terms and Conditions will apply to the Agreement.

1. The Customer must designate, as a single service point of contact, one person to act as its primary technical representative as well as its primary administrative and support point-of contact with CBBC. The Customer may also designate a second person as an alternate contact.
2. The Customer must ensure that its primary technical representative has:
 - a. IP connectivity to the internet;
 - b. a web browser for interface to CBBC web pages; and
 - c. an e-mail client address for general interaction with CBBC customer support organizations.
3. The Customer is responsible for its own user/access security and network access. CBBC will provide no user access security with respect to any CPE or other facilities. If CBBC assists in network security breach detection or identification, it will not be liable for any errors, omissions, mistakes or failures in doing so.
4. The Customer is responsible for obtaining, installing, testing, operating and maintaining all equipment, hardware, software, systems, cabling, facilities and communications services that are necessary for connecting the Customer's Electronic Equipment to CBBC's Network at the Demarcation Point, provided however that CBBC, or its sub-contractor shall be responsible for effecting such connection.
5. Where the Customer is providing Internet Services to End-users, the Customer will be solely responsible for communicating with its End-users in all matter pertaining to such internet access or in respect to the Services including installation, operation, maintenance, support and termination of any such End-users access to the internet.
6. The Customer will also be solely responsible for managing any End-user complaints as well as any business, technical or other agreements as between the Customer and the End-user. CBBC is under no obligation, nor will it be deemed to have any obligation, and will not communicate with any End-user.
7. Prior to utilizing Customer Support as described in Section 2 of the Service Level Objectives, the Customer must confirm that a service issue or outage is related to the Services provided by CBBC. If, upon providing Customer Support, CBBC determines that the service issue or outage was related to the Customer's Distribution Network, the Customer will reimburse CBBC for all costs incurred by CBBC in order to provide the Customer Support.
8. The Customer is responsible for management of their End-user IP addresses. Management expectations include but are not limited to:
 - providing rationale around the intended use for any additional IP address requested over and above the one (1) provided per service connection. There will be a monthly cost for each additional IP address;
 - performing an annual audit of IP address usage. CBBC requires a minimum of 90% usage of allocated IP addresses. If the Customer's usage is less than 90%, CBBC will request that the Customer release unused, allocated IP addresses; and
 - updating contact information for registered IP address ranges with ARIN.

SCHEDULE E

ACCEPTABLE USE POLICY

This Acceptable Use Policy (AUP) outlines unacceptable use of CBBC services which interact with or access, the Internet. This AUP is in addition to any other terms and conditions under which CBBC provides the Services to the Customer.

CBBC may make modifications to this AUP from time to time at its sole discretion. Revisions are effective immediately upon provision of notice from CBBC to the Customer by email. Continued use of the Services after such notice will constitute the Customer's acceptance of such change. If you do not agree to any modification to this AUP, you must stop using the Services.

Reports of violations of this AUP should be directed to CBBC.

If you or your End-users engage in any of the activities or breach any of the obligations described in this AUP, CBBC may, at its sole discretion and without notice to the Customer or the Customer's End-users, immediately:

- a) restrict, suspend or terminate use of the Services, without liability or compensation to the Customer and/or the Customer's End-users;
- b) block, filter or delete the content, data or materials;
- c) apply complaint processing fees, disconnection fees and additional service charges to the Customer's account;
- d) involve law enforcement agencies.

Such activities may also result in civil or criminal liability. The foregoing applies notwithstanding anything to the contrary in any agreement between CBBC and the Customer.

If the Customer knows or suspects that its equipment has been compromised in any way, the Customer must immediately notify CBBC and further provide information, assistance or access deemed reasonable and necessary to promptly secure the breach. If CBBC believes that the Customer's and/or its End-user's equipment has been compromised, CBBC will promptly notify the Customer of the same.

The Customer is responsible for the use of the Services by any third party who directly or indirectly uses the Services provided by CBBC to the Customer, whether or not the Customer has permitted such use, and will ensure that all such third parties comply with this AUP.

The Customer will not engage in or assist others to engage in, facilitate, or attempt any activity that, in CBBC's sole discretion:

- a) violates applicable policies, rules or guidelines of CBBC or other on-line customers;
- b) disrupts or threatens the integrity, operation or security of any service or any computer or Internet system;
- c) elicits complaints from other users or customers;
- d) is tortious or contrary to any applicable law or regulation; or
- e) is otherwise objectionable. Examples of such activities include engaging in or assisting others to engage in, facilitate or attempt any of the following:
 - any criminal offence including communicating hate, pyramid selling, unauthorized use of a computer, mischief in relation to data, fraud, defamation, libel, obscenity, child pornography, harassment, uttering threats and/or advocating violence;

- any activity that gives rise to civil liability or otherwise violates the rights of CBBC or any third party, including infringement of any intellectual property rights (such as copyright, right of publicity, patent, trademark, service mark, trade name or trade secret rights) or deleting or altering author attributions, copyright notices, or trademark notices, unless expressly permitted in writing by the owner;
- obtaining unauthorized access to any system, network, service, or account;
- interfering with service to any user, site, account, system, or network by use of any program, script, command, or otherwise;
- introducing or activating any viruses, worms, Trojan horses or any other harmful or disruptive component;
- sending or posting unsolicited messages or e-mail, whether commercial or not:
 - to any recipients who have requested that messages not be sent to them; or
 - to a large number of recipients, including users, newsgroups, or bulletin boards, at one time;
- evading spam filters or sending or posting a message or e-mail with deceptive, absent, or forged header or sender identification information;
- propagating chain letters, whether or not the recipient wishes to receive such mailings;
- scanning or probing another computer system;
- obstructing or bypassing computer identification or security procedures;
- maintaining a relay service open to the general public;
- engaging in denial of service attacks;
- exporting equipment, software, or data outside of Canada or the U.S. in contravention of applicable export control legislation;
- falsifying address information, modifying message headers to conceal the Customer's identity or impersonating others, for the purpose of circumventing this AUP;
- posting, uploading, reproducing, distributing, otherwise transmitting, or collecting responses from unauthorized or unsolicited duplicative e-mail messages, junk or bulk e-mail messages, chain letters, newsgroup postings or other "spam" (CBBC reserves the right to determine, in its sole discretion, whether a message constitutes "spam");
- engaging in any conduct that directly or indirectly encourages, facilitates, promotes, relies upon or permits the foregoing prohibited activities.

The foregoing examples are not exhaustive and may be modified from time to time at the sole discretion of CBBC.

Nothing in this AUP will be interpreted to limit CBBC's rights or remedies in any way with respect to any of the foregoing activities (including CBBC's rights or remedies under any agreement between CBBC and the Customer) and CBBC reserves all rights and remedies available to it with respect to such activities at law or in equity. CBBC does not assume liability to the Customer or any other party for failure to enforce the terms of this AUP.

SCHEDULE F

SERVICE LEVEL OBJECTIVES

This Service Level Objective (SLO) applies only to network services provided by CBBC on the CBBC Network up to the Demarcation Point and includes the CBBC servers and licensed data facilities.

The scope of this SLO does not include, under any circumstances, any portion of the public Internet. The SLO is an objective only and under no circumstances will CBBC be obligated to compensate the Customer in any manner whatsoever should CBBC fail in any way to meet its stated SLO.

1. Service Levels

CBBC Services are provided on a commercially reasonable basis between Customer- facing interfaces on the CBBC network.

The CBBC Service Level Objective is to provide customers with 99.99% service availability. Availability is defined as the state of connectivity between Customer-facing interfaces on the CBBC Network. This translates into approximately the following:

Availability	Downtime per year	Downtime per month	Downtime per week
99.99%	52.56 minutes	4.32 minutes	1.01 minutes

Outage is defined as an interruption to services provided by CBBC by fault of CBBC that ceases transmission of data. Outage time does not include scheduled and utilized maintenance windows, third party network access failures or interruptions, acts or omissions by the Customer or its employees, agents, contractors or end users (including configuration, misuse, non-performance or failure of their equipment, software, facilities or services), any damage to CBBC's distribution and transport systems caused by third parties, or any default in the agreements CBBC has with its customers.

CBBC's Service Level Objective for latency is to have latency less than 15 milliseconds on its own local networks. The objective for the overall network is to have latency less than 85 milliseconds, as CBBC uses third party providers on some circuits.

If an Outage occurs, CBBC will use commercially reasonable efforts to restore the service.

2. Customer Support

CBBC has tiered levels of support available 24/7 to assist its Customers in the event of a service issue or Outage. Tier one support is provided by a call centre tasked with determining root cause of the issue through remote diagnostics and continuing to keep the Customer updated on the status of resolving the issue. Tier two support is provided by CBBC's network management team that perform a more rigorous technical assessment of the issue. Tier three support is provided by third parties that repair physical damage to network facilities or fibre.

SCHEDULE G

CO-LOCATION TERMS AND CONDITIONS

Customer's Connection at a POP

In some cases the Demarcation Point is located in a secured location that houses some of CBBC's Electronic Equipment within a POP or POPs owned and/or operated by a Licensor.

If the Demarcation Point is situated on private property to which CBBC has secured a Site License Agreement with a Licensor, the Customer is responsible for negotiating/securing its own access arrangements with the Licensor to the POP and will advise CBBC in writing as to the mode of access that has been obtained. Where a Licensor has agreed to provide CBBC with access to a POP pursuant to a Site License Agreement; and the Licensor has agreed to allow CBBC to provide the Customer with access to the same POP, CBBC will provide the Customer with a copy of the Site License Agreement and the Customer will be responsible for abiding by all terms and conditions identified within the Site License Agreement. Where the Customer requires access to a POP that is owned or controlled by CBBC, CBBC will provide to the Customer such access devices as may be required by the Customer to access the POP.

Subject to the terms and conditions herein, during the term and any Renewal Term(s) of the Agreement, and so long as the Customer is not otherwise in default of its obligations under the Agreement and/or the Site License Agreement, the Customer is permitted to install and co-locate the Customer's Electronic Equipment and connect the Customer's Cabling to CBBC's Network at the POP(s).

CBBC reserves the right, in its sole and absolute discretion, to designate a different Demarcation Point from time to time in which event the Customer will be responsible for connecting the Customer's Cabling (and relocating the Customer's Electronic Equipment if necessary) to the alternate Demarcation Point at the Customer's sole cost and expense.

In addition to any applicable provisions of the Site License Agreement between CBBC and the Licensor, the Customer shall at all times comply with the following rules and procedures any breach of which by the Customer may constitute a material default of the Agreement.

CBBC reserves the right to update security and access procedures as needed. Violation of or refusal to comply with any of the following rules and procedures may result in disconnection of the Customer's Distribution Network at the Demarcation Point and termination of the agreement.

Rules and Procedures

1. Customers, or their authorized agents, servants or employees (**Authorized Representatives**) accessing the POP(s) are required to notify the CBBC Network Operations Center (NOC) at all times by phone and email. The email address is cbbcnoc@ourtrust.org and phone number is 250-341-6118 Ext 324. An outline where entrance is required, who is entering, what time and why access is required will be requested.
2. The Customer and its Authorized Representatives shall adhere to and abide by all security and safety measures established from time to time by CBBC and the Site License Agreement. In the event of a conflict between the Agreement and the Site License Agreement, the more restrictive provision shall apply.

3. The Customer, and its Authorized Representatives, shall conduct themselves within the facility in a professional manner at all times.
4. No unregistered individuals are allowed. It is the Customer's responsibility to notify CBBC of any change in their authorized contacts. CBBC relies on the most current authorized access list in deciding who shall gain access.

Entrance to the POP(s)

5. The Customer will always close doors securely behind them. Blocking any door or latching mechanism, either in the open or shut position, is strictly forbidden.
6. The Customer shall not block access to any exits, fire alarm boxes, and fire-extinguishing equipment.
7. The Customer shall keep the area free at all times of debris, paper, cardboard, packaging materials, and other refuse by placing such items in the containers provided or in a designated area for removal. Other Customer equipment is not permitted to be stored in the POP(s).
8. Customer shall not utilize its own security equipment, including, but not limited to locks, card readers, and/or cameras without the prior written consent of CBBC.
9. Shipping items directly to the POP(s) is not permitted.
10. No combustible materials, food, drink or any liquids inside the POP(s).
11. No smoking is permitted in the POP(s).
12. No open-toed shoes are permitted in the POP(s).
13. No persons under 18 are permitted in the POP(s).
14. No animals other than human-assist companions are permitted in the POP(s).
15. No contact with racks other than the Customer's own, unless explicitly permitted by CBBC.
16. No contact with power, cooling, or fire suppression (except handheld extinguishers).
17. No climbing, reaching, access or use of the top level of rack.
18. No removal of doors or side panels from the racks.
19. No weapons, explosives, hazardous or combustible materials, alcohol, illegal drugs, and other intoxicants, electro-magnetic devices that could interfere with computer and telecommunications equipment, or radioactive materials are permitted in the facility.

Inside the rack and/or the POP(s)

20. The Licensor will specify in the Site License Agreement the terms of access to the POP and the general location as to where the Customer will be authorized to install the Customer's Electronic Equipment and the Customer's Cabling.
21. CBBC will specify all technical requirements regarding the installation of the Customer's Electronic Equipment within the rack and connection of the Customer's Cabling to the Demarcation Point.
22. Notwithstanding anything otherwise expressly or implicitly provided for in the Site License Agreement, the Customer shall not, under any circumstance, handle, use, inspect or examine any equipment other than the Customer's Cabling and the Customer's Electronic Equipment.

23. The Customer shall not misuse or abuse any third party equipment or property located within the POP(s).
24. All peripheral devices must be approved by CBBC.
25. Any attached device, or Electronic Equipment, may not extend beyond the 19" width or standard rack depth. (28" maximum depth)
26. Peripheral devices may not hang vertically or occupy space outside the designated U space assigned to the Customer.
27. Peripheral devices may not hinder access by other clients to their collocated gear or create safety concerns.
28. Peripheral devices may only be attached using non-conductive materials such as plastic zip ties. No metal.
29. Peripheral devices are not to be tied or hung to the back of server(s) or to CBBC property.
30. All CBBC provided connections to and from Customer's Electronic Equipment and the Customer's Cabling will be clearly labeled by CBBC personnel using the CBBC labeling code. It is imperative that these labels remain intact so that CBBC personnel can easily identify and troubleshoot any of the services it provides to a customer.
31. Periodically, CBBC will conduct routine, non-emergency scheduled maintenance of its network operations and services. Except in emergent circumstances, CBBC will advise Customers a minimum of two (2) Business Days in advance of said maintenance window. Customers shall cooperate with CBBC during the scheduled maintenance so that CBBC minimizes Customer impact.
32. CBBC may require emergency maintenance windows on rare occasions and will provide as much notification as possible.
33. Any and all equipment, including the Customer's Electronic Equipment must be configured and operate at all times in compliance with the applicable manufacturer's specifications, including, without limitation, any specifications as to power consumption and/or clearance requirements.
34. All power and power distribution must be provided and installed by CBBC personnel.
35. Customer shall only plug the Customer's Electronic Equipment into electrical and bandwidth circuits assigned to Customer and under no circumstances shall Customer access junction boxes or power gutters. Customer shall not make any electrical connection other than to the CBBC-assigned power strips. Customers shall run all circuitry in accordance with Canadian Electric Code standards (CSA Standards).
36. The Customer must ensure that the Customer's Electronic Equipment does not cause an overload constituting 80% - 90% of CSA Standards. The Customer shall be liable for all damages relating to an overload, including but not limited to damages relating to CBBC Components, the CBBC Network, Outages, and/or persons resulting in injury or death (Load Damages). If notified by CBBC of a load condition constituting 80% - 90% of CSA Standards, Customer shall promptly decrease the load to below 80% of CSA Standards within seven (7) days from receipt of such notice. If contacted by CBBC regarding a load condition in excess of 90% of CSA Standards, Customer shall promptly correct such overload condition and in no event later than three (3) days from receipt of such notice. The Customer is liable for all Load Damages irrespective if they received or did not receive any associated notice.

37. At the conclusion of any work in the POP(s), the Customer shall ensure all cables are routed and dressed neatly in cabinets and all doors are closed and locked and the equipment or area is left in a closed, orderly, and secure manner.
38. CBBC reserves the right, at all times, to inspect the Customer's Electronic Equipment and the Customer's Cabling and to temporarily disconnect the same, with or without notice to the Customer and at CBBC's sole and absolute discretion, should any of the Customer's Electronic Equipment and/or Customer's Cabling cause any interference with CBBC's Network or should the Customer, in CBBC's opinion, be in material breach of any term of the Agreement.

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SCHEDULE H

TOWER LICENSE TERMS AND CONDITIONS

1. License to Occupy and Permissible Use.

1.1 Approval of Facilities.

Customer must obtain CBBC's prior written approval for the installation or modification of all equipment (Facilities) upon the CBBC approved location (Premises) and Customer may only install or modify Facilities within the Premises on the tower(s)/mast(s) approved by CBBC (Licensed Space) which is a portion of the Premises. CBBC's prior written approval shall be conditional on Customer producing satisfactory plans, drawings, reports and analysis depicting the specific Facilities that shall be installed or modified, construction plans, proposed structural changes to the Premises and any other relevant details that CBBC may require. CBBC may issue a quote to Customer for additional construction charges, in addition to the License Compensation described in Section 2 below, associated with Customer's proposed use of Licensed Space, including, without limitation, for any reinforcement or structural re-engineering of the Premises as a result of Customer's proposed use of the Licensed Space. CBBC may reject Customer's proposal to install or modify Customer Facilities if Customer does not, as applicable, pay for additional construction charges or if CBBC determines, in its sole discretion, that the proposal could negatively affect CBBC's Network or operations. If CBBC denies a Customer's proposal, it will attempt to recommend a reasonable alternative that is acceptable to CBBC, provided that CBBC has sole discretion in determining if such a reasonable alternative exists.

1.2 Permissible Use for Facilities.

Customer shall use Facilities and the Licensed Space solely to provide communications services to or for its own benefit and that of its End-users.

1.3 Ownership of Facilities.

Except as otherwise provided in the Agreement, Customer's Facilities shall remain personal property of Customer although they may be affixed or attached to the Premises, and shall, until the Expiration Date, belong to and be removable by Customer.

1.4 Availability of Suitable Facilities; First Come, First Served.

Availability and choice of Premises and Licensed Space is subject to the availability of suitable facilities and offered to CBBC's customers on a first-come, first-served basis.

2. Compensation for License.

In exchange for the provisions of this Schedule H (Collectively "License") and until the Expiration Date, Customer shall provide CBBC with compensation set out in the Service Order Form (**License Compensation**). License Compensation shall cover all rents, leases, utilities, charges and fees associated with CBBC's granting of License to Customer.

3. Access to Licensed Space and Premises.

3.1 Access During and Outside of Business Hours.

Parties may have reasonable access to the Premises and Licensed Space with three (3) hours advance notice to CBBC. Access to the Licensed Space and Premises, unless otherwise agreed upon in writing by the Parties, will only be granted for the purposes of installing, configuring, maintaining, operating, improving, modifying, repairing, replacing or removing the Facilities. Pursuant to this Section 3, CBBC grants ingress and egress rights to the Premises, including all Licensed Spaces, for Customer Parties.

3.2 Emergency Access.

Customer Parties may have reasonable access to the Premises and Licensed Space outside of Business Hours in the event of an emergency so assessed by Customer Parties. Unless the nature of the emergency renders advance notice impracticable, Customer Parties shall give to CBBC as much advance notice as reasonably possible of their intent to access the outside and / or inside of the Premises for the purpose of accessing Facilities to resolve the emergency situation. Within ten (10) Business Days following the entry, Customer shall provide to CBBC a written report detailing the nature of such emergency.

4. Spectrum Coordination.

4.1 Use of Unlicensed Spectrum.

CBBC will coordinate any use of unlicensed spectrum between Customer and other TSPs that have placed or intend to place Facilities on the Premises. CBBC will consult each party that requires or is affected by spectrum coordination before issuing a spectrum coordination plan (Spectrum Plan), which CBBC may amend from time to time. Customer must comply with the Spectrum Plan at all times.

4.2 Non-compliance with Spectrum Plan.

Failure by Customer to adhere to the Spectrum Plan or to comply with any governmental or regulatory reporting or other requirements relating its sharing of the Premises through the use of the Licensed Space or otherwise, shall be considered a material breach of a material provision of the Agreement.

5. Utilities.

5.1 Utilities Forecast.

Prior to the grant of the License and on each subsequent anniversary, Customer shall provide CBBC with detailed forecasts of utility requirements associated with Facilities over a twelve (12) month period.

5.2 Adjustments to License Compensation.

CBBC reserves the right to adjust License Compensation with thirty (30) days' advance written notice to Customer due to: (1) increased utility consumption forecasts submitted by Customer; or (2) increases in the cost of utilities supplying Customer's Facilities. Increases to License Compensation pursuant to this Section 5.2 shall be reasonably proportionate to, as applicable: (1) the increase in Customer's utility consumption forecasts; or (2) increases in the cost of utilities supplying Customer's Facilities.

5.3 Planned Utility Outages.

If possible, CBBC shall provide Customer with thirty (30) days' notice of planned utility outages affecting Facilities. If CBBC is unable to provide such advance notice, CBBC shall nonetheless provide as much advance notice of a planned outage as CBBC determines, in its sole discretion, to be practical in the circumstances. CBBC shall not provide any refunds of License Compensation for planned outages.

5.4 Unplanned Outages.

CBBC shall endeavor to work with utility companies to resolve any unplanned utility outages in a timely manner. CBBC shall not provide any refunds of License Compensation for unplanned outages.

6. Covenants.

6.1 Customer's Covenants.

Customer covenants as follows:

- a) Customer agrees that installation and construction of Facilities shall be performed:

- i) In accordance with applicable industry standards;
 - ii) Strictly consistent with such reasonable requirements as shall be specified by the CBBC and communicated in advance to Customer in writing; and
 - iii) In accordance with all Applicable Laws.
- b) Customer shall obtain, at its sole cost and expense, prior to construction and installation work, any necessary permits, licenses and approvals, copies of which will be delivered to CBBC prior to commencement of any such work. Customer's Facilities shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over Customer's operations;
 - c) Customer shall be liable for the full costs of repairs plus an administrative charge of 15% for all damage to the Premises, Licensed Spaces, and any other property owned by CBBC or by any lessee or other licensee of CBBC or by any other occupant of the Premises where such damage is caused by Customer Parties. All such repairs shall be performed by CBBC;
 - d) Customer shall not interfere with the use and enjoyment of the Premises by CBBC or by lessees, licensees, tenants or occupants of the Premises. If such interference occurs, CBBC may give Customer written notice thereof and Customer shall correct same forthwith;
 - e) Customer Parties will strictly comply with all occupational health and safety legislation, Workers' Compensation legislation, other governmental requirements and all other Applicable Laws relating to performance of work and adherence to safety standards, as applicable, and for additional certainty, Customer must supply proof, to CBBC's satisfaction, of (i) coverage of current and adequate Workers' Compensation Insurance as required by applicable legislation; and (ii) all training certifications required by Applicable Laws for conducting work on Premises.
 - f) Prior to obtaining access to the Premises and at CBBC's request, Customer shall provide CBBC with a safety plan (Safety Plan) or updates to a Safety Plan for work conducted by Customer Parties on Premises. The Safety Plan shall detail: (i) a list of personal protective equipment used by Customer Parties, including eyewear, gloves, safety boots, hard hats; (ii) the daily safety inspection checklist applied by Customer Parties for climbing equipment including but not limited to harnesses, lanyards and anchors; (iii) policies relating to safety meetings (e.g. the frequency of meetings, the location of meetings (e.g. on-site and off-site locations), and matters generally addressed during such meetings); (iv) first aid and CPR training for on-site workers; (v) the location and contents of on-site rescue kits; (vi) emergency safety protocols including thunder and lightning and working from heights; (vii) the names and contact coordinates for site managers; (viii) communication equipment (e.g. radios) used on-site; (ix) night climbing safety measures, if applicable; (x) proof of fall arrest safety training certification; and (xi) any other relevant safety information relating to work conducted on Premises. At any time, CBBC may require that Customer supplement the Safety Plan with additional information. Notwithstanding the contents of the Safety Plan and CBBC's acceptance of the same, Customer is solely responsible for all work conducted on Premises and must ensure that such work is carried out in accordance with Applicable Laws;
 - g) Customer Parties shall not work on the Premises when weather conditions are likely to be hazardous to health or safety, except when the work is required to remove a hazard to rescue an individual at the site;
 - h) Customer Parties shall not work on the Premises if the physical condition of the Premises is likely to be hazardous to health or safety; and
 - i) Customer shall not sublicense, lease, rent, resell or allow the use of Facilities or Licensed Space, in whole or in part, by any third party who is not an authorized agent, contractor, sub-contractor or employee of Customer, without CBBC's prior written consent.

6.2 CBBC's Covenants.

CBBC covenants as follows:

- a) To operate, repair and maintain the Premises including utilities and systems within or upon the Licensed Space in a safe and proper operating condition and in accordance with accepted building industry standards;
- b) If the operation of other equipment or the activities of third parties in or in respect of the Premises interferes with the operation of Customer's Facilities, CBBC shall, upon being provided by Customer with written notice and reasonable particulars concerning the nature of the interference, assist Customer in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference. This covenant does not apply to interference or activities relating to unlicensed spectrum coordination, which are governed solely by Section 4 of these Tower License Terms and Conditions.

7. Contracting with Other TSPs.

7.1 Other TSPs on the Premises.

CBBC may grant licenses to other TSPs for the purpose of installing facilities on the Premises.

7.2 Interference with Customer's Rights.

CBBC will not knowingly enter into any agreement that would interfere with Customer's rights under the Agreement. However, as contemplated in Sections 4 and 7.1, CBBC shall grant licenses to other TSPs for the purpose of installing facilities on the Premises and CBBC shall coordinate spectrum usage as between all licensees with a presence on the Premises. Any spectrum coordination requirement imposed by CBBC will not constitute interference for the purpose of this Section 7.2.

8. Choice of Contractor for Facilities Work.

8.1 Customer May Choose a Contractor.

Customer may choose a contractor to perform all work relating to Facilities located on or in the Premises and Licensed Space, including, without limitation, installing, configuring, maintaining, operating, improving, modifying, repairing, replacing or removing the Facilities, provided that the contractor engaged for such purposes is contractually bound by Customer to comply with the terms of the Agreement.

8.2 CBBC Contractor Quotes.

At Customer's request, CBBC will obtain a quote for a contractor to perform work relating to Facilities located on or in the Premises and Licensed Space, including, without limitation, installing, configuring, maintaining, operating, improving, modifying, repairing, replacing or removing the Facilities.

9. LIMITATION OF LIABILITY.

IN ADDITION TO LIMITATIONS OF LIABILITY SET OUT ELSEWHERE IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, CBBC'S LIABILITY TO CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, AGGRAVATED, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER FORESEEABLE OR UNFORESEEABLE LOSS, HOWEVER CAUSED) RESULTING OR RELATING DIRECTLY OR INDIRECTLY FROM CUSTOMER'S ACCESS TO THE PREMISES AND / OR OCCUPANCY AND / OR USE OF THE LICENSED SPACE, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF THE MONTHLY RECURRING CHARGES PAID TO CBBC FOR THE SERVICES UNDER THIS AGREEMENT DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE DAY ON

WHICH SUCH LIABILITY AROSE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

10. INDEMNIFICATION.

To the maximum extent permitted by Applicable Laws, Customer shall be responsible and shall indemnify and save harmless CBBC and its Affiliates from any and all claims, actions, judgments, costs, damages, expenses, losses or liabilities (including those arising from damage to tangible property, personal bodily injury, death and including reasonable legal fees and court costs) asserted by Customer or a third party arising out of or relating in any way to the use of the Premises and / or the Licensed Space.

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