



**APPENDIX I**  
**MASTER BUSINESS COMMUNICATIONS AGREEMENT**  
**EFFECTIVE AS OF SEPTEMBER 14, 2010**

The following terms with the first letters capitalized have the following meanings:

- (a) **Affiliate** means any entity which controls, is under common control with, or is controlled by another entity;
- (b) **Agreement** means this Master Business Communications Agreement;
- (c) **Applicable Law** means any law, regulation, decision, policy, tariff, subpoena, interception order or other lawful process or rule issued by a competent authority having jurisdiction over this Agreement and a Purchase Agreement or the Equipment, products or Services provided for pursuant to this Agreement and a Purchase Agreement;
- (d) **CDR** means Call Detail Record.
- (e) **Confidential Information** means all information disclosed orally or in writing by one party to this Agreement or its Affiliates, directors, officers, employees or agents to the other party to this Agreement or its Affiliates, directors, officers, employees or agents of a confidential or proprietary nature, including the terms and conditions of this Agreement and a Purchase Agreement, customer lists, customer information, rates, costs, facilities information, traffic volumes and distribution and business plans but excludes:
  - (i) information that becomes generally available to the public other than as a result of unauthorized disclosure;
  - (ii) information which has been released without restriction by the disclosing party to another person or entity; and
  - (iii) information which was received by the recipient party on a non-confidential basis from a third party lawfully possessing and entitled to disclose such information prior to receipt from the other party;
- (f) **Content** means all content, including all data, links, articles, search results, graphic or video messages, all information, text, software, music, sound, graphics or other materials made available or accessible through the products, Equipment or Services provided pursuant to this Agreement and a Purchase Agreement whether publicly available or privately transmitted;
- (g) **Customer Pre-Paid Account** means funds deposited by the Customer and held by Netcelerate in an account against which any charges or payment owing by the Customer to Netcelerate can be withdrawn pursuant to this Agreement and a Purchase Agreement;

(h) **Equipment** means any chattels, equipment, wiring, containers holding equipment and/or wiring set out or referred to in this Agreement and/or in a Purchase Agreement;

(i) **Facilities** means any facilities, equipment or software provided by Netcelerate in connection with providing Services to the Customer pursuant to this Agreement and a Purchase Agreement;

(j) **force majeure** means an event outside the control of Netcelerate and includes a fire; rain; flood; epidemic; earthquake; snowstorm; ice build-up; quarantine; embargo; or other act of God; explosion; damage or destruction of Netcelerate equipment or facilities; strike; lockout; work-to-rule or other material dispute with workers; riots; civil disputes; war (whether declared or not); armed conflict; insurrection; any federal, provincial or municipal law or ordinance, governmental order or regulation or order of any court or regulatory body requiring Netcelerate to cease providing the Equipment or Services; the inability to obtain or any material delay in obtaining local access for any reason whatsoever; any other event which renders continued provision of the Equipment or Services pursuant to this Agreement or a Purchase Agreement impossible, impracticable or illegal.

(k) **IP** means internet protocol.

(l) **PBX** means a private branch exchange and is a telephone exchange that serves a particular business or office, as opposed to a telephone exchange that a common carrier or telephone company operates for many businesses, many locations or for the general public;

(m) **PSAP** means public safety answering point;

(n) **Purchase Agreement** means one or more documents that reference this Agreement and are entitled "Purchase Agreement";

(o) **Services** means all telecommunication services, including voice services, data and internet services, professional services, remote data access services or other communication services set out or referred to in this Agreement and a Purchase Agreement and encompasses Data and Internet Services, Voice Services including 911 Services; and Professional Services;

(p) **Term of this Agreement** means the term of this Agreement as provided for in paragraph 2 of this Agreement;

(q) Term of a Purchase Agreement means the term of a Purchase Agreement as expressed in a Purchase Agreement; and

(r) **Termination Charges** are those charges provided for in paragraph 22 of this Agreement.