

COLOCATION SERVICES SCHEDULE

This COLOCATION SERVICES SCHEDULE (this “Schedule”) is made between GOLD LINE TELEMAGEMENT INC. (hereinafter “GL”), located at 300 Allstate Parkway, Markham, Ontario L3R 0P2 and located at (“Customer”) as of this day of , 20 (the “Effective Date”), and incorporates and is governed by the terms and conditions of the Master Services Agreement (the “MSA”) entered into by the parties. Any terms used herein and not defined herein shall have the meaning given to such terms in the MSA.

1. Grant of License. GL grants to Customer the right and non-exclusive license to occupy the colocation space identified in the Customer quote or proposal (the “Service Order”) during the term identified in the Service Order, solely for the Permitted Uses (as defined below). Notwithstanding the foregoing, Customer acknowledges that it does not have, has not been granted and will not hold any real property interest in the Customer Space or the facility and that Customer is a licensee and not a tenant or lessee of the Customer Space.

2. Term. This Colocation Service Schedule shall be in effect for a period of () year(s) from the Effective Date hereof, and shall automatically renew for additional one (1) year terms unless either party give the other notice of its intention to terminate the agreement at least sixty (60) days prior to the end of the then current term.

3. Trial Period. During the first thirty (30) days from the Effective Date hereof (“Trial Period”), GL shall provide to Customer the opportunity to try the service and test the connectivity quality at the colocation site, to ensure that it suits the Customer’s requirements. Within this thirty (30) day period, if the customer is not satisfied with the results of their testing, the Trial Period shall end without any further liability or obligation. After the thirty (30) day Trial Period, if GL does not receive any cancellation notice from the Customer, GL will proceed with Services ordered during the Trial Period and standard Terms and Conditions will apply. For sake of clarity, if the Service is terminated by the Customer within the Trial Period, the Customer shall have no payment obligation vis-à-vis the Trial Period; if, however, the Customer chooses to continue with the Service after the Trial Period, Customer shall be responsible to pay the regular applicable fees for the first thirty (30) days of Service.

4. Use of Customer Space.

a. Customer shall use the Customer Space (as defined in the Service Order) solely for the purpose of (i) installing his/her equipment in the Customer Space, (ii) maintaining the equipment, (iii) operating the equipment and (iv) removing the equipment (collectively, the “Permitted Uses”). In connection with the foregoing, Customer shall maintain the Customer Space in an orderly and safe condition, in accordance with nationally published CCOHS standards and other similar, applicable standards, as well as any GL data centre access policies and shall return the Customer Space to GL in the same condition (reasonable wear and tear excepted) as when such colocation space was delivered to Customer. Customer shall perform the Permitted Uses at its sole cost and expense.

b. Customer will ensure that its officers, employees, technicians, agents, representatives, contractors and visitors who are involved in the installation, operation, maintenance and removal of the equipment, or who are granted access to the Customer Space, comply with all applicable regulations, and any GL policies and procedures and provided to Customer from time to time (hereinafter “Policies and Procedures”).

5. GL Maintenance. GL shall perform janitorial services, environmental systems maintenance, fire system maintenance and other actions as are reasonably required to maintain the Customer Space in a condition that is suitable for the placement of communications and networking equipment.

6. Equipment Cabinets, Racks, Cages and Private Suites. GL will provide equipment cabinets, racks, cages and/or private suites as specified in each Service Order.

7. Power

a. Total Customer Space size is determined in part by the deployed power density of the facility and the amount of power purchased by Customer.

b. GL shall exclusively provide any AC or DC power circuits for the Customer Space in accordance with the Service Order. It shall be Customer’s responsibility to manage the power draw on each circuit and each fuse, and GL shall not be liable for any outage or damage to Customer’s equipment or applications should Customer exceed the circuit or fuse rating. Customer shall use only electric outlets from GL-provided power strips. Customer-provided power strips used for remote control or other additional functionality must be approved for use in advance by GL.

c. In the event that the rates charged to GL for power increase, then GL may increase the monthly recurring charges it charges Customer in connection with Customer’s power usage by delivering written notice of such increase to Customer.

8. Access and Security.

a. GL will provide physical access by Customer to GL’s facility 24 hours a day, 7 days a week, pursuant to its Policies and Procedures.

b. Unless otherwise agreed in writing by the parties, GL retains the right to access the Customer Space at any time and for any reason, including, without limitation, to perform maintenance and repairs, to inspect equipment, to measure power draw and to perform the contracted Service(s).

c. GL will provide and maintain in working condition security devices, as described in the Policies and Procedures.

9. 24x7 Customer Support. GL provides for the coordination and resolution of problems associated with the Service(s) on a 24x7 basis. Support is limited to the product features included in the Service(s) purchased

10. Onsite Technical-Support Services.

a. Upon Customer request, GL technicians are available to perform various “Remote Hands” technical tasks on Customer’s equipment. Typical activities provided by the Remote Hands services include, without limitation, rebooting or power-cycling Customer equipment, testing or swapping defective cables, visual reporting on status indicators, reseating or replacement of modular equipment and modem connections for remote access.

b. Remote Hands services may be purchased in monthly blocks of time or ad hoc.

c. Although GL technicians are skilled in troubleshooting and repairing a variety of equipment, prior knowledge of, or training on, a particular system utilized by Customer cannot be guaranteed. GL shall not be liable for any losses or damages due to any failure of the equipment or for any loss of data or damages resulting from Remote Hands service.

11. Colocation Service-Level Agreement.

a. GL shall maintain 100% Service availability for redundant power Services (the “SLA”).

b. For any billing month in which GL fails to meet the foregoing SLA with respect to power, Customer will, subject to the “Excluded Outages” (as defined below), receive, as its sole and exclusive remedy and GL’s sole obligation for such failure, in the event of evidence of actual damages, a one month credit to its account for the applicable calendar month. GL’s maintenance logs and trouble-ticketing systems will be used for reviewing any incidents.

c. To request a credit, Customer must deliver a written request to GL within thirty (30) days of the end of the month for which a credit is requested, along with clear evidence of damages.

d. If at any time Customer is in default under the Agreement, Customer will not be entitled to any credit. Credit will not be issued under this Service Order for any outage that, as determined by GL in its reasonable judgment, results from any of the following: (i) Customer-initiated changes, whether implemented by Customer or GL on behalf of Customer; (ii) a violation of the Policies and Procedures in existence as of the date of such circumstances giving rise to such credit; (iii) any other event or condition not wholly within the control of GL; (iv) viruses; (v) any GL scheduled maintenance announced at least forty-eight (48) hours in advance, up to an accumulated total of eight (8) hours per month; (vi) any emergency maintenance announced at least sixty (60) minutes in advance, up to an accumulated total of two (2) hours per month; or (vii) any failures that cannot be corrected because Customer is inaccessible (clauses (i) through (vii) above, collectively, the “Excluded Outages”).

12. Changes. GL reserves the right to relocate, change or otherwise substitute replacement space for the Customer Space, at any time during the term hereof, provided

that the replacement space is substantially similar in size and configuration to the original Customer Space. Any related direct out-of-pocket costs shall be at GL's sole expense

13. Termination of Use. GL shall have the right to terminate Customer's use of the Customer Space or the Service(s) delivered therein in the event that: (a) GL's rights to use the facility in which the Customer Space is located terminates or expires for any reason; (b) Customer is in default hereunder; (c) Customer makes any material alterations to the Customer Space without first obtaining the prior written consent of GL; or (d) Customer violates the Policies and Procedures. With respect to (b), (c), and (d) above, unless, in GL's sole opinion, Customer's actions interfere or have the potential to interfere with other GL customers or present significant operational risks, GL shall provide Customer with notice and a thirty (30) day opportunity to cure before terminating Customer's right to the Customer Space.

IN WITNESS WHEREOF, the parties have executed this Schedule by their duly authorized representatives.

GOLD LINE TELEMAGEMENT INC.	CUSTOMER:
Date:	Date:
Name:	Name:
Title:	Title:
Signature:	Signature: