

SERVICE USER AGREEMENT

THIS AGREEMENT is made between Canadian Numbering Administration Consortium Inc./Consortium De Gestion De La Numérotation Canadienne Inc. (“**CNAC**”), COMsolve Inc. (the “**Service Provider**” or the “**CNA**”) and the person identified as the service user executing this Agreement (the “**Service User**”) on the date indicated on the execution page hereof.

RECITALS:

1. CNAC has been authorized by the Canadian Radio-television and Telecommunications Commission (“**CRTC**”) to administer Canadian numbering resources through the selection and supervision of an independent third party Canadian Numbering Administrator.
2. Service Provider has been selected by CNAC as the independent third party Canadian Numbering Administrator to administer Canadian numbering resources and the Service Provider and CNAC have entered into a services agreement (the “**CNA Agreement**”) wherein the Service Provider agreed to act as and provide the services of the Canadian Numbering Administrator.
3. The CRTC, through the Canadian Steering Committee on Numbering (“**CSCN**”) has determined, that the costs associated with the administration and assignment of numbering resources in Canada are to be recovered from individual Canadian entities, including Service User, (collectively, hereinafter referred to as the “**Service Users**”) which benefit from numbering resources in, through a funding formula to apportion the costs in respect of the administration and assignment of numbering resources in Canada and has authorized CNAC to select and engage a neutral third party (the “**B&C Agent**”) to implement and administer the funding formula approved by the CRTC, as may be amended and/or replaced from time to time, and to provide collection services in respect of each of the Service Users’ applicable share of such costs.
4. Service User hereby agrees to pay to CNAC its share of the costs related to the administration and assignment of numbering resources in Canada as invoiced by CNAC and/or the B&C Agent in accordance with the terms and conditions contained in this Agreement.
5. Service User requires Canadian numbering services.
6. As a precondition of Service User obtaining Canadian numbering services, this Agreement must be entered into.

In consideration of these premises and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 INTERPRETATION

- 1.1 **Definitions.** Schedule 1 sets out the defined terms used in this Agreement.
- 1.2 **Headings and Table of Contents.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.3 **Number and Gender.** Unless the context requires otherwise, words importing the singular include

the plural and vice versa and words importing gender include all genders.

1.4 Currency and Payment Obligations. Except as otherwise expressly provided in this Agreement:

- (1) all dollar amounts referred to in this Agreement are stated in Canadian Dollars; and
- (2) any payment contemplated by this Agreement shall be made by cash, certified cheque, electronic transfer or any other method that provides immediately available funds that is permitted by CNAC.

1.5 Section, Schedule and Exhibit References. Unless the context requires otherwise, references in this Agreement to Sections, Schedules or Exhibits are to Sections, Schedules or Exhibits of this Agreement. The Schedules to this Agreement are incorporated by reference into this Agreement and are deemed to be a part hereof. The Exhibits and Schedules to this Agreement are as follows:

Schedule 1	-	Definitions
Schedule 2		Services
Schedule 3	-	Funding Formula
Schedule 4	-	Additional Fees

**ARTICLE 2
SERVICES**

2.1 Provision of Services. During the Term, subject to the terms and conditions contained in this Agreement, the CNA hereby agrees to provide to Service User, the services relating to the administration and assignment of numbering resources in Canada as generally set out in Schedule 2 hereto (the “**Services**”) following a request for the provision of the Services by Service User to the CNA in accordance with the procedures established by the CNA and/or CNAC from time to time.

2.2 Eligibility for Services. In order to be eligible to obtain the Services, Service User shall:

- (1) be eligible to obtain and/or hold numbering resources pursuant to the Eligibility Requirements;
- (2) be in good standing with respect to all payments required to be made to CNAC and/or the B&C Agent; and
- (3) not be in default with respect to the provisions of this Agreement including but not limited to not being in default with respect to the payment of any amount required to be paid under this Agreement, the provision of any information or document required by CNAC, CNA and/or B&C Agent, or the completion and delivery of any forms required by CNAC, CNA and/or B&C Agent for the purposes as set out in this Agreement.

2.3 Performance of Services. The CNA shall exercise all reasonable skill, care and diligence in the performance of the Services and shall carry out all of its obligations hereunder in accordance with Applicable Law and Industry Guidelines and other recognized industry and regulatory standards, policies, guidelines and/or other performance standards established by CNAC from time to time.

2.4 Term. The term of this Agreement shall commence on the date indicated on the execution page hereof and shall continue until terminated in accordance with the terms of this Agreement (the “**Term**”).

ARTICLE 3 SERVICE USER CONTRIBUTION

3.1 CNA. Service User acknowledges and agrees that it benefits from the administration and assignment of numbering resources in Canada, and that it will benefit from the provisions of Services by the CNA. CNAC reserves the right to change the CNA at any time. In the event of such change, CNAC shall provide notice of such change to Service User following the selection of a new CNA.

3.2 Payment for Services. Service User further acknowledges that the CNA is paid directly by CNAC for the Services, on behalf of all Service Users. Service User hereby agrees to pay to CNAC Service User's share of the ongoing annual costs related to the administration and assignment of numbering resources in Canada (the "**User Fee**"). The calculation of the User Fee shall be in accordance with the funding mechanism as set out in Schedule 3 hereto. Service User shall be invoiced for the User Fee, which fees shall be due and payable to CNAC within thirty (30) days of the invoice date.

3.3 Additional Fees. In addition to the User Fee, Service User shall be required to pay to CNAC the fees as set out in Schedule 4 hereof upon the occurrence of any of the following:

- (1) Service User selects the Quarterly Payment Plan or Monthly Payment Plan;
- (2) Service User fails to submit the complete and correct Reporting Worksheet and/or the Supporting Document to the B&C Agent by the applicable due date;
- (3) Service User fails to pay the User Fee and/or Additional User Fee by its applicable due date including interest being charged on any such late payment amounts; and/or
- (4) the CNA has suspended providing Services to Service User pursuant to Section 9.1 hereof.

(The fees to be paid as per this Section 3.3 shall be collectively referred to as the "**Additional Fees**".)

Service User shall be invoiced separately for the applicable Additional Fees, which fees shall be due and payable to CNAC within thirty (30) days of the invoice date. Service User acknowledges and agrees that CNAC, at its discretion, may change, including increasing the same, any or all of the fees comprising the Additional Fees upon thirty (30) days' notice to Service User.

3.4 Payment Option. Subject to payment of any applicable Additional Fees, Service User shall have the option to pay the annual User Fee on the following basis:

- (1) annually (one lump sum payment) ("**Annual Payment Plan**");
- (2) monthly (twelve equal payments) ("**Monthly Payment Plan**"); and
- (3) quarterly (four equal payments) ("**Quarterly Payment Plan**").

Service User shall indicate its selection of its desired payment plan for the next period on the Reporting Worksheet to be delivered to the B&C Agent, as per Schedule 3. Service User shall be required to select its payment plan each year. If no indication of the selection of payment plan is received by the B&C Agent, Service User shall be deemed to have selected the Annual Payment Plan.

3.5 Payment Due Dates. The applicable due dates for the payment of the User Fee, Additional User Fee and Additional Fees shall be as follows:

- (a) if Service User selects the Annual Payment Plan, the User Fee for the applicable year is due to be paid on June 1 of that year;
- (b) if Service User selects the Monthly Payment Plan, then 1/12 of the User Fee for the applicable year is due on the first of each month commencing on June 1 of that year;
- (c) if Service User selects the Quarterly Payment Plan, then 1/4 of the User Fee for the applicable year shall be payable on each of June 1, September 1, December 1, and March 1;
- (d) if there are Additional Fees owing, such amounts are due within thirty (30) days of the date of the invoice on which the applicable Additional Fee first appeared; and
- (e) if there is an Additional User Fee and/or other amount invoiced by CCNAC and/or the B&C Agent owing, such amount is due within thirty (30) days of the date of the receipt of the applicable invoice.

3.6 Interest. In the event that any payment required to be made by Service User hereunder, including the Additional Fees, is not made on its applicable due date, interest shall be charged at a rate established by CNAC from time to time. Until amended by CNAC and upon notice to Service User, the interest to be charged on overdue accounts shall be at a rate of 18% per annum, calculated on the outstanding balance compounded monthly.

3.7 Billing and Collection Agent. In order to assist CNAC with the determination, billing and collection of the User Fee, Additional User Fee(s) and Additional Fees, CNAC may appoint a billing and collection agent. As of January 1, 2014, CNAC has appointed Welch LLP to act as the B&C Agent and Welch LLP shall remain B&C Agent until replaced by CNAC. Until Service User receives written notice to the contrary, all amounts required to be paid hereunder shall be paid directly to Welch LLP as the B&C Agent upon invoice.

3.8 Changes. Service User acknowledges and agrees that CNAC, at its discretion, may change: (i) any or all of the fees comprising the User Fees, Additional Fees and/or Additional User Fees, including increasing the same; (ii) the funding formula and/or methodology for determining fees; all upon thirty (30) days' notice to Service User (all such changes to be referred to as a "**Funding Change**"). Following receipt of the notice of a Funding Change, the terms of the Funding Change shall be automatically incorporated into this Agreement and be binding on Service User.

3.9 Notice of Default. If Service User fails to: (a) pay any amount due hereunder, including the User Fees and/or Additional Fees, within five (5) Business Days of its applicable due date; or (b) submit the Reporting Worksheet and/or Supporting Document to the B&C Agent by the applicable due date or if so submitted such forms are incomplete or incorrect; or (c) submit any additional information or reports requested by CNAC and/or B&C Agent by the indicated due date (the "**Additional Information**"), CNAC and/or the B&C Agent shall notify Service User in writing (the "**Default Notice**") of such default and demand the immediate rectification of such default. If the default has not been cured, or if CNAC has not received written notice ("**Dispute Notice**") from Service User, in good faith, that it disputes, on bona fide grounds, the default indicated by CNAC in the Default Notice, on or before five (5) Business Days of the date of receipt of the Default Notice, CNAC, at its discretion, may provide written notice to the CNA (the "**Service Suspension Notice**") that Service User is in default of its obligations hereunder. In the event that CNAC receives a Dispute Notice, it and Service User shall proceed without delay to resolve the dispute pursuant to the provisions of Article 7 hereof. If the dispute is in relation to amounts owed hereunder and CNAC is found to be entitled to the amount in dispute, or any part thereof, Service User shall be obligated to pay such

amount within fifteen (15) days of the resolution of such dispute, failing which CNAC and/or the B&C Agent shall be entitled to deliver a Service Suspension Notice to the CNA without further notice to Service User.

3.10 *Service Suspension.* Service User acknowledges that upon receipt of the Service Suspension Notice from CNAC and/or the B&C Agent, the CNA shall cease providing the Services to Service User until such time as the CNA receives a second written notice from CNAC and/or the B&C Agent that the default has been cured or otherwise dealt with and the Service user is again in good standing under this Agreement and that Services to Service User may be reinstated. Service User continues to be obligated to pay the User Fees and Additional Fees, as applicable, during any suspension period. Service User acknowledges and agrees that in the event that it fails to cure any default hereunder, CNAC and/or the CNA may take steps to reclaim numbering resources previously issued to Service User.

3.11 *Collection of Additional Fees.* Service User acknowledges and agrees that, in the event that any of the User Fees and/or the Additional Fees owing by it are in default, CNAC has the right to assign its cause of action against Service User to the B&C Agent. In such an event, the B&C Agent will have the authority to pursue any legal channels available to it to seek payment of the User Fees and/or Additional Fees directly from Service User.

ARTICLE 4 INTELLECTUAL PROPERTY RIGHTS

4.1 *Rights in Data.* The CNA acknowledges and agrees that all right, title and interest in and to any number resources, or in and to any materials, reports, forms and any reformatting, reproductions, copies, enhancements, abridgements, extracts, updates, derivative works or other modifications of or relating to Service User data or information, whether provided by Service User, CNAC, the B&C Agent or any other Person, and whether or not authorized by the terms of this Agreement or any other agreement, does not and shall not vest with or reside in the CNA and the CNA has no interest therein and will not claim any interest therein.

4.2 *Rights in Numbering Resources.* Service User acknowledges and agrees that all right, title and interest in and to any numbering resources, or in and to any materials, reports, forms and any reformatting, reproductions, copies, enhancements, abridgements, extracts, updates, derivative works or other modifications of or relating to any numbering resources or information, whether provided by CNAC, the CNA, the B&C Agent or any other party, and whether or not authorized by the terms of this Agreement or any other agreement, does not and shall not vest with or reside in Service User and Service User has no interest therein and will not claim any interest therein. For greater certainty, Service User acknowledges and agrees that the CNA obtains its numbering resources from third party sources and as such the CNA has no rights in or to those numbering resources, and any of those third parties may, in accordance with Telecommunications Industry Guidelines and subject to appropriate regulatory authority, recall any numbering resources assigned to Service User.

4.3 *Information and Data.* CNAC acknowledges that during the Term of this Agreement, the CNA and/or the B&C Agent may obtain information and data, such as the information and data contained in the Reporting Worksheet, which is proprietary to Service User. CNAC agrees to and agrees to cause each of the CNA and the B&C Agent to maintain all such information and data obtained from Service User in the provision of the Services and the collection services, as applicable, in strict confidence for Service User. For greater certainty, CNAC, the CNA and the B&C Agent shall only be entitled to disclose Service User's information and data as may be required to perform the Services and the collection services and for no other purpose unless required to do so by Applicable Law or by the CRTC.

4.4 *Proprietary Information.* The CNA acknowledges that during the Term it may obtain information and data which is proprietary to Service User. The CNA agrees to maintain all such information and data in strict confidence. For greater certainty, the CNA shall only be entitled to disclose such information and data to such other Persons (who have acknowledged and agreed to protect the confidentiality of such information and data) as may be required to perform the Services and for no other purpose unless required by Applicable Law.

ARTICLE 5 CONFIDENTIALITY

5.1 *Confidentiality.* Subject to Section 4.3 above, each party (including any of its Affiliates and their respective directors, officers, employees, agents and other representatives and advisers (“**Representatives**”)) hereby agrees that it will not, except with the prior written consent of the other party, whether during or at any time after the termination of this Agreement, use for itself or others, divulge or convey to others, any Confidential Information of the other party or its Affiliates in any way obtained by it during the Term other than published material already properly in the public domain.

5.2 *Copies.* Each party shall not make, or permit to be made, whether by photocopy or otherwise, any copies, abstracts or summaries of any Confidential Information belonging to the other party except in strict pursuance of its obligations under this Agreement.

5.3 *No Rights.* Each party acknowledges that no licence is hereby granted, directly or indirectly, under any patent, trade secret, trademark or copyright now held by, or which may be obtained by or which is or may be licensable by the other party with respect to Confidential Information. Unless expressly provided herein, this Agreement shall not be construed as granting or conferring any rights by licence or otherwise, express or implied, for any invention, discovery or improvement made, conceived or acquired prior to or after the date of this Agreement.

5.4 *Return of Confidential Information.* Each party agrees to promptly return to the other party, upon its request, or certify as destroyed, all Confidential Information of the other party and its Affiliates in whatever form, including all electronic or magnetic or other copies and notes thereof, regardless of which party furnished, made or compiled such Confidential Information.

5.5 *Service User Customers.* Notwithstanding anything herein to the contrary, unless required by Applicable Law, the CNA and CNAC each hereby agree to maintain as Confidential Information and to cause its Representatives to do likewise, all information concerning or in any way related to any of Service User’s customers and all databases and updates thereto provided by Service User, regardless of whether same was disclosed to CNAC, CNA, B&C Agent or any third party by Service User or directly by any customer, in confidence in accordance with the obligations set out in Sections 4.2 and 4.3 above, even if, *a priori*, an exception contained in the definition of Confidential Information would apply.

5.6 *Irreparable Harm.* Each party acknowledges and agrees that the breach by it of any of the provisions of this Article 5 would cause serious and irreparable harm which could not be adequately compensated for in damages and, in the event of a breach or threatened breach of any such provisions, each party hereby consents to an interim injunction being issued against it restraining it from any further breach of such provisions, but such action shall not be construed so as to be in derogation of any other remedy which each party may have in the event of such a breach.

ARTICLE 6
REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 *Representations, Warranties and Covenants of Service User.* Service User hereby represents, warrants and covenants to CNAC and the CNA as follows:

- (1) **Due Authorization.** Service User has all necessary power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement and to carry out its obligations under this Agreement and such other agreements and instruments and that this Agreement and such other agreements and instruments have been duly authorized by all necessary action on the part of Service User.
- (2) **Eligibility to Obtain Services.** Service User does on execution, and during the Term will, meet the Eligibility Requirements and is entitled to obtain the Services in accordance with Applicable Law.
- (3) **User Fees.** Service User has paid and will continue to pay, throughout the Term, all amounts required to be paid by it to CNAC and/or the B&C Agent in relation to its share of the costs to administer number resources in Canada, including the Services.
- (4) **Compliance.** Service User shall:
 - (a) comply with the terms and conditions set forth in this Agreement;
 - (b) comply with all laws, regulations, industry standards and trade practices, including the Telecommunications Industry Guidelines and relevant orders, policies and directives issued by the CRTC from time to time, applicable to it hereunder; and
 - (c) comply with policies, procedures, requirements and rules established by CNAC from time to time applicable to it hereunder.

6.2 *Representations, Warranties and Covenants of the CNA.* The CNA hereby represents, warrants and covenants to CNAC and Service User as follows:

- (1) **Good Standing.** The CNA is now and will remain, during the Term, in good standing and not in default under the CNA Agreement.
- (2) **Compliance.** The CNA shall, during the Term, comply with, and provide the Services in compliance with, all Applicable Laws, regulations, industry standards and trade practices, including the Industry Guidelines and relevant orders, policies and directives issued by the CRTC from time to time, applicable to the CNA and to the Services.

ARTICLE 7
DISPUTE RESOLUTION

7.1 *Dispute Resolution.* At any time during the Term of this Agreement, should any dispute or question arise between the parties concerning the obligations of either party under the terms of this Agreement, the parties agree to utilize and abide by any industry numbering resource guideline and dispute resolution process developed by the CSCN or CISC, regulatory decisions made by the CRTC, policy statements issued by Industry Canada or such other guidelines, decisions, directives or policy statements of any other Governmental Entity as may be applicable to this Agreement.

7.2 Co-operation. Each party hereby agrees to co-operate fully with any applicable body or Person charged with dealing with disputes under consideration and to abide by the decisions rendered by such bodies or Persons regarding disputes that will fall within the scope of this Article 7.

7.3 Other. In the event that the dispute at issue between the parties is not one that is properly dealt with by any of the bodies or processes as stated in Section 7.1 hereof, the parties shall use all reasonable efforts to resolve the dispute themselves. If the parties are unable to resolve the dispute within (30) days of receipt of written notice of the dispute, the parties shall be entitled to seek redress by judicial means.

7.4 Co-operation. The CNA agrees to co-operate fully with any applicable body or Person charged with dealing with disputes under consideration. The CNA agrees to abide by the decisions rendered by such bodies or Persons regarding disputes that will fall within the scope of this Article 7.

7.5 Assistance of the CNA in Other Disputes. In the event Service User has a dispute in connection with the Services (which includes being denied a Service or the type of Service requested by Service User is not available) before the CSCN, CISC or other Governmental Entity, the CNA shall provide such information as may be required by Applicable Law to the CSCN, CISC, or other Governmental Entity, as the case may be, for the purposes of assisting with the resolution such dispute. For greater certainty, the CNA acknowledges and agrees that it shall in no way act in any manner as an advocate for Service User and shall provide any information required to be provided in accordance with this Section 7.5 in an impartial manner.

ARTICLE 8 INDEMNIFICATION

8.1 Indemnity.

- (1) Each party hereby agrees to indemnify and save harmless the other and its Representatives, of and from any claim, demand, action, cause of action, damage, loss, cost, liability or expense whatsoever, arising out of, under or pursuant to, any loss suffered by the other party or its Representatives, directly or indirectly, as a result of, in respect of, or arising out of:
 - (a) any negligent act or omission by it or its Representatives in the performance of its obligations hereunder;
 - (b) any incorrectness in, or breach of, any representation or warranty of such party contained in this Agreement or under any other agreement, certificate or instrument executed and delivered pursuant to this Agreement;
 - (c) any breach of or any non-fulfillment of any covenant or agreement on its part under this Agreement or under any other agreement, certificate or instrument executed and delivered pursuant to this Agreement; or
 - (d) its failure to comply with Applicable Law.
- (2) In no event shall any of the parties be liable to the others or their Representatives for any special, indirect, incidental, consequential or economic damages (including lost profits and lost business opportunity) regardless of the legal theory under which such damages are sought and even if the parties have been advised of the possibility of such damages.

ARTICLE 9 TERMINATION

9.1 Termination by CNAC. CNAC shall have the right to terminate this Agreement by written notice, if Service User shall at any time:

- (a) subject to Section 9.4 hereof, (a) fail to make any payments required to be paid by it to CNAC in relation to its share of the costs to administer number resources in Canada, including the Services or any other payment owing hereunder when due; or (b) fail to submit the Reporting Worksheet, Supporting Document, and/or Additional Information to CNAC or the B&C Agent, as applicable, by the applicable due date or if so submitted such documents are incomplete or incorrect; and for each such case such default continues uncured for a period of fifteen (15) Business Days after written notice of such failure is sent to Service User by CNAC, the B&C Agent or such other party as may be designated by CNAC; or
- (b) cease to meet the Eligibility Requirements; or
- (c) any default in the performance or observance of any of its obligations and covenants under this Agreement and such default continues for a period of thirty (30) days following notice to Service User of such default; or
- (d) have any proceeding in bankruptcy, receivership, liquidation or insolvency, instituted or commenced by or against it or its property to adjudicate it as bankrupt or insolvent, or to petition it into bankruptcy, or to seek liquidation, winding-up, reorganization or arrangement, or relief from its debts, under any applicable legislation now or in the future, and such proceeding is not being contested by it diligently and in good faith; or
- (e) make any assignment for the benefit of its creditors, become insolvent, commit any act of bankruptcy, cease to do business as a going concern, or seek any arrangement or compromise with its creditors under any statute or otherwise; or
- (f) cease to carry on business.

9.2 Termination by Service User. Service User shall have the right to terminate this Agreement on thirty (30) days written notice if it ceases to meet the Eligibility Requirements.

9.3 Termination by Any Party.

- (1) If either party shall at any time:
 - (a) have any proceeding in bankruptcy, receivership, liquidation or insolvency, instituted or commenced by or against it or its property to adjudicate it as bankrupt or insolvent, or to petition it into bankruptcy, or to seek liquidation, winding-up, reorganization or arrangement, or relief from its debts, under any applicable legislation now or in the future, and such proceeding is not being contested by it diligently and in good faith;

- (b) make any assignment for the benefit of its creditors, become insolvent, commit any act of bankruptcy, cease to do business as a going concern, or seek any arrangement or compromise with its creditors under any statute or otherwise; or
- (c) cease to carry on business,

then the other party shall have the right to terminate this Agreement immediately by written notice, so long as such written notice is given while such act of default continues.

- (2) Any party may immediately terminate this Agreement in accordance with Section 10.2.

9.4 Action on Termination. In the event that this Agreement is terminated for any reason, the following shall occur:

- (1) **Return of Confidential Information.** Each party shall, within ten (10) days of such termination, deliver or cause to be delivered to the other party, or to its direction, all Confidential Information belonging to the other party, that is in its possession or in the case of CNAC, Confidential Information of Service User in its possession or in the possession of the B&C Agent.
- (2) **Payment of Fees.** Subject to the terms of this Agreement, notwithstanding the termination of this Agreement, Service User shall be responsible for the immediate payment of all outstanding amounts under this Agreement up to and including the effective date of termination.
- (3) **Numbering Resources.** Service User shall cease using any numbering resource obtained from the CNA and/or CNAC and Service User will provide all assistance necessary in order to allow for an orderly reclamation of the numbering resources granted to it. Or bear all costs associated to CNAC/CNA for reclamation of numbering resources incurred during the reclamation process till finalized.

9.5 Continuation During Dispute. In the event that Service User is subject to a Default Notice and Service User has delivered a Dispute Notice and such notice is based on a bona fide dispute made in good faith by Service User and such dispute falls within the provisions of Article 7 hereof, the right of CNAC to terminate this Agreement pursuant to Subsections 9.1(a),(b) or (c) shall be suspended until such time as the dispute has been resolved in accordance with the provisions of Article 7. If the default, which is the subject of the Dispute Notice is in relation to the non-payment of amounts under this Agreement and CNAC is found to be entitled to the amount in dispute, or any part thereof, Service User shall be obligated to pay such amount within fifteen (15) days of the resolution of such dispute failing which this Agreement may be terminated by CNAC in accordance with the provisions of Article 7 without any further cure provisions permitted.

9.6 Remedies. Termination of this Agreement pursuant to this Article 9 shall not deprive any party, of any of its rights, remedies or actions against the other in law or in equity, or as otherwise provided under this Agreement except as otherwise limited elsewhere in this Agreement.

ARTICLE 10 AMENDMENTS

10.1 CNAC Approval. The parties acknowledge and agree that this Agreement is derived from a standard form of agreement negotiated and agreed to by CNAC and CNA to serve as an industry-wide agreement. No amendments may be made to the terms of this Agreement unless the prior written consent is obtained

from CNAC. The parties agree that the terms of this Agreement may change from time to time in the event that (i) CNAC makes a unilateral change; (ii) CNAC and CNA mutually agree to amend the standard form agreement; or (iii) it is amended by other means under the CNA Agreement and that such amendments shall be incorporated by reference into this Agreement to be effective upon receipt by Service User and CNA of written notice of such amendments. Upon receipt of such written notice, the parties agree to abide by the terms of such amendments.

10.2 *Regulatory Approval.* The parties acknowledge and agree that this Agreement may be subject to the approval of the CRTC, or the approval of other Governmental Entities prior to it becoming, or for it to remain, effective. In the event that such approval is denied or revoked, any party may immediately terminate this Agreement by providing written notice to the other parties.

ARTICLE 11 GENERAL

11.1 *Force Majeure.* Except for the payment of money and unless dealt with elsewhere in this Agreement, neither party shall be liable to the other for any delays or failure to perform resulting directly from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labour dispute, war or other violence, or similar event. Where applicable, performance time shall be considered extended for a period of time equivalent to the time lost because of any such delay.

11.2 *Further Assurances.* Each of the parties, from time to time, at the request and expense of the other party and without further consideration, shall execute and deliver such other documents and take such further action as the other party may require to more effectively complete any matter provided for herein.

11.3 *Time of the Essence.* Time shall be of the essence in this Agreement.

11.4 *Governing Law.* This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

11.5 *Waiver.* A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

11.6 *Survival.* The provisions of Articles 4, 5, 8 and 9 shall survive the termination of this Agreement for a period of ten (10) years thereafter.

11.7 *Severability.* Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

11.8 *Notices.* Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (1) delivered personally; or (2) sent by fax or other similar means of electronic

communication, in each case to the applicable address set out on the execution page of this Agreement or to such other address as the parties may supply to each other from time to time. Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any party may change any particulars of its address for notice by notice to the other in the manner aforesaid.

11.9 Successors and Assigns. This Agreement shall enure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns. Service User may only assign this Agreement and its obligations hereunder to an Affiliate provided such Affiliate meets the Eligibility Requirements to obtain the Services and first enters into an agreement in the form of this Agreement. The CNA may not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement without the prior written consent of CNAC. Notwithstanding the foregoing, in the event that the Service Provider's (or its successor) engagement by CNAC (or its successor) as Canadian Numbering Administrator, terminates for any reason, then upon CNAC (or its successor) or a Person selected by CNAC (or its successor) to perform the duties as Canadian Numbering Administrator (the "**Replacement Canadian Numbering Administrator**") commencing the performance of the Services, this Agreement shall be automatically assigned by the then Canadian Numbering Administrator to the Replacement Canadian Numbering Administrator and the Replacement Canadian Numbering Administrator shall take over the rights and obligations of the CNA hereunder and any reference to the CNA hereunder shall be considered a reference to the Replacement Canadian Numbering Administrator. In such case, the then Canadian Numbering Administrator shall deliver to the Replacement Canadian Numbering Administrator all Confidential Information of Service User in its possession or control or in the possession or control of any of its approved subcontractors or delegates. Each party shall, at the request of CNAC, assist and co-operate in the transition of the duties of the CNA in connection with performing the Services to the Replacement Canadian Numbering Administrator.

11.10 Counterparts and Facsimile. This Agreement may be executed by the parties in any number of separate counterparts each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Counterparts may be executed either in original, faxed or PDF form and the parties adopt any signatures received by a receiving fax machine or by PDF as original signatures of the parties, provided, however that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed or provided by PDF.

[Signature page immediately follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day set forth below.

Date: _____

**CANADIAN NUMBERING
ADMINISTRATION CONSORTIUM INC.
/ CONSORTIUM DE GESTION DE LA
NUMEROTATION CANADIENNE INC.**

COMSOLVE Inc.

Per: _____

Per: _____

Name:

Name:

Title:

Title:

SERVICE USER

**Name of
Service
User:** _____

Per: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

SCHEDULE 1

DEFINITIONS

In the Agreement, the following terms shall have the meanings set out below unless the context requires otherwise:

- (1) **“Additional Fees”** shall have the meaning ascribed thereto in Section 3.2 hereof.
- (2) **“Additional Information”** shall have the meaning ascribed thereto in Section 3.9 hereof.
- (3) **“Additional User Fee”** shall have the meaning ascribed thereto in Schedule 3 hereof.
- (4) **“Affiliate”** means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate.
- (5) **“Agreement”** means this Agreement, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions **“hereof”**, **“herein”**, **“hereto”**, **“hereunder”**, **“hereby”** and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.
- (6) **“Annual Payment Plan”** shall have the meaning ascribed thereto in Section 3.(1).
- (7) **“Applicable Law”** means, with respect to any Person, property, transaction, event or other matter, any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law (collectively the **“Law”**) relating or applicable to such Person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any interpretation of the Law (or any part) by any Person having jurisdiction over it or charged with its administration or interpretation.
- (8) **“B&C Agent”** has the meaning ascribed thereto in Section 3.7 hereof.
- (9) **“Business Day”** means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Ottawa, Ontario.
- (10) **“CISC”** means the CRTC Interconnection Steering Committee.
- (11) **“Confidential Information”** of a party at any time means all information (and all documents and other tangible items which record information, whether on paper, in computer readable format or otherwise) relating to such party’s business or affairs (including, without limitation, any information required to be exchanged between Service User and the CNA, the B&C Agent and CNAC hereunder, forecasts related to demand for numbering services and operational and block of line number requests) or intellectual property (including, without limitation, copyrights, trade secrets and know-how), or including customers of Service User which,
 - (a) at the time is of a confidential nature (whether or not specifically identified as confidential) and is known or should be known by the recipient of the information or its Representatives as being confidential; and

- (b) has been or is from time to time made known to or is otherwise learned by the recipient of the information or any of its Representatives as a result of the matters provided for in this Agreement,

but not including any information that at such time:

- (c) has become generally available to the public other than as a result of a disclosure by the recipient of the information or any of its Representatives; or
 - (d) was available to the recipient of the information or its Representatives on a non-confidential basis before the date of this Agreement; or
 - (e) becomes available to the recipient of the information or its Representatives on a non-confidential basis from a Person other than the disclosing party or any of its Representatives who is not, to the knowledge of the recipient of the information or its Representatives, otherwise bound by confidentiality obligations to the disclosing party in respect of such information or otherwise prohibited from transmitting the information to the recipient of the information or its Representatives.
- (12) **“CRTC”** means the Canadian Radio-television and Telecommunications Commission or any successor thereof.
 - (13) **“Default Notice”** shall have the meaning ascribed thereto in Section 3.9 hereof.
 - (14) **“Dispute Notice”** shall have the meaning ascribed thereto in Section 3.9 hereof.
 - (15) **“Eligibility Requirements”** means the guidelines and/or other documentation established and/or adopted by CNAC, CSCN, CRTC or other Governmental Entities, copies of which may be obtained by Service User from the Service Provider on demand, for determining whether Service User is eligible to receive the Services.
 - (16) **“Governmental Entity”** means any (a) multi-national, federal, provincial, state, municipal, local or other governmental or public department, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (b) subdivision, agent, commission, board, or authority of any of the foregoing; or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.
 - (17) **“Gross Telecommunications Service Revenues”** shall have the meaning ascribed thereto in Schedule 3 hereto.
 - (18) **“Industry Guidelines”** means those number administration guidelines, policies, regulations, and directions implemented by the CRTC or other Canadian Governmental Entity, from time to time, and those number administration guidelines and documents developed by the CSCN and those developed by other bodies, such as the North American Industry Numbering Committee (INC), as amended from time to time, which are adopted by the CSCN or the CRTC or other Governmental Entity for use in Canada, or otherwise required to be used in Canada, and implemented by CNAC from time to time, in its sole discretion, generally in relation to the administration and assignment of the numbering resources to be used by the CNA in the performance of the Services.
 - (19) **“Late Payment Fee”** means the amount, as set out in Schedule 4 hereto.

- (20) **“Late Reporting Fee”** means the amount, as set out in Schedule 4 hereto.
- (21) **“Monthly Payment Plan Fee”** means the amount, as set out in Schedule 4 hereto.
- (22) **“Monthly Payment Plan”** shall have the meaning ascribed thereto in Section 3.4(2).
- (23) **“NANPA”** means the North American Numbering Plan Administrator.
- (24) **“Numbering Resources”** means the numbering resources administered by the CNA.
- (25) **“party”** means a party to this Agreement and any references to a party includes its successors and permitted assigns; and **“parties”** means every party.
- (26) **“Person”** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.
- (27) **“PSTN”** means the world-wide voice telecommunications network, or any portion thereof, which utilizes the International Telecommunications Union (ITU) Recommendation E. 164 numbering plan, or as amended, of which the NANP is an integral part, and which is composed of all transmission, signaling and switching facilities supplied and operated by all telecommunications common carriers, including wireless and wireline carriers, for use by the public.
- (28) **“Quarterly Payment Plan Fee”** means the amount, as set out in Schedule 4 hereto.
- (29) **“Quarterly Payment Plan”** shall have the meaning ascribed thereto in Section 3.4(3).
- (30) **“Replacement Canadian Numbering Administrator”** has the meaning ascribed thereto in Section 10.9.
- (31) **“Reporting Deadline”** has the meaning ascribed thereto in Schedule 3 hereto.
- (32) **“Reporting Worksheet”** means the standardized form of worksheet from time to time developed by CNAC, and approved by the CRTC if required, for use by Service User in reporting its Gross Telecommunications Service Revenue and related information (which includes, company name, address, contact name, telephone number, facsimile number and e-mail address) for the purposes of calculating the User Fees.
- (33) **“Representatives”** with respect to any party means its Affiliates and its or their respective directors, officers, employees, agents and other representatives and advisors.
- (34) **“Services”** has the meaning ascribed thereto in Section 2.1 hereof.
- (35) **“Service Suspension Notice”** has the meaning ascribed thereto in Section 3.9 hereof.
- (36) **“Supporting Document”** has the meaning ascribed thereto in Schedule 3 hereof.
- (37) **“Telecommunications Industry Guidelines”** means those number administration guidelines, policies, regulations, and directions implemented by the CRTC or other Canadian Governmental Entity, from time to time, and those number administration guidelines and documents developed by the CSCN and those developed by other bodies, such as the North American Industry Numbering

Committee (INC), as amended from time to time, which are adopted by the CSCN or the CRTC or other Governmental Entity for use in Canada, or otherwise required to be used in Canada, and implemented by CNAC from time to time, in its sole discretion, generally in relation to the administration and assignment of the numbering resources to be used by the CNA in the performance of the Services.

- (38) **“Telecommunications Services”** means services which are provided over the PSTN by Eligible Persons and which utilize Numbering Resources including, for greater certainty and without limitation, local exchange services, long distance services, wireless telephony services, and international long distance services; but shall exclude enhanced services (e.g. call answer, speed dialing, three-way calling), the sale or lease of terminal equipment (e.g. telephone sets, PBX's, key systems, answer-record machines, computers), the sale or lease of private lines, other private line and private network services, internet services, and paging services.
- (39) **“Term”** shall have the meaning ascribed thereto in Section 2.4 hereof.
- (40) **“User Fee”** shall have the meaning ascribed thereto in Section 3.2 hereof and includes any Additional User Fees levied from time to time.

SCHEDULE 2

SERVICES

The functions to be performed by the CNA to Service User for the administration and assignment of numbering resources in Canada is as set out in the Industry Guidelines and in the CNA Agreement. The following list is provided for illustrative purposes only and the CNA shall, in addition to the following, provide the functions and services set out in the Industry Guidelines and the CNA Agreement.

1 CSCN Secretary

The CNA shall perform the duties of the CSCN Secretary in accordance with the CSCN Administrative Guidelines, as may be amended from time to time. Such duties include but are not limited to:

- (1) Attend all meetings of the CSCN;
- (2) Assign a number to each CSCN “TIF” (short for “Task Information Form”, the means by which work is managed and performance tracked) upon acceptance of the TIF by the CSCN, and confirm that number when the TIF has been accepted by the CISC;
- (3) Assign a number to each TIF Report (a report prepared on the completion of a task) approved by the CSCN;
- (4) Maintain a centralized file of the following documents:
 - a) Numbering administration guidelines applicable in Canada,
 - b) TIFs, TIF-related documents and TIF Reports,
 - c) Other documents requested by the CSCN (e.g., incoming and outgoing correspondence, CNA Reports).
- (5) Record the minutes of all CSCN meetings, including attendance, and distribute them in “draft” form to the CSCN preferably within 5, but no later than 10, business days after the meeting. If any concerns are raised within 10 business days of the date that the CNA distributes the draft minutes to the CSCN, the CSCN Chair will attempt to resolve the concern with the assistance of the CSCN Secretary and the parties involved. If necessary, the CSCN Chair shall convene a CSCN conference call to resolve any concerns about the minutes. The CNA shall submit the approved minutes to the CRTC for posting on the CRTC CISC website. The minutes of CSCN meetings shall include:
 - a) List of participants,
 - b) List of Agenda items (e.g., TIFs) discussed,
 - c) Brief summary of discussion of each Agenda item,
 - d) Points Noted at the request of participant(s) including attribution if requested,
 - e) Agreements Reached (e.g., meeting agenda(s), acceptance of new TIFs, change in status or deletion of TIFs, TIF Reports, meeting/conference call dates and locations, outgoing CSCN correspondence, etc.),

- f) Action Items including clear statements of what is to be done, who will do it, and when it is to be accomplished.
- (6) Establish and maintain a CSCN Participant List and an associated CSCN E-mail Address List on the CNA web site, including any special lists requested by the CSCN (e.g., CSCN ENUM participants list). The CNA shall notify the CSCN participants via e-mail when the Participant and E-mail Address lists are modified on the CNA website;
- (7) Maintain and edit draft documents (e.g., numbering administration guidelines, correspondence) at CSCN meetings, upon request;
- (8) Submit electronic copies of all CSCN meeting minutes and documentation to the CRTC at procedure@crtc.gc.ca for publication on the CRTC website at www.crtc.gc.ca; and,
- (9) Perform such other duties as may be prescribed from time to time by the CSCN.

2 CSCN Chair

While the CNA is required to act as the CSCN Chair, the Service Provider shall perform the duties as set out below of the CSCN Chair. The CSCN Chair is appointed by the CRTC Interconnection Steering Committee (CISC). The CSCN Chair shall chair the meetings of the CSCN in accordance with the CRTC Interconnection Steering Committee (CISC) Administrative Guidelines and the CSCN Adjunct to the CRTC Interconnection Steering Committee (CISC) Administrative Guidelines. The role of the CSCN Chair includes but is not limited to:

- (1) Afford all parties the right to be heard on CISC-related matters by providing notice in a timely fashion and by operating in an open manner.
- (2) Conduct activities in a fair and unbiased manner.
- (3) Support the evaluation and acceptance of issues and development of resolutions based on their merit.
- (4) Reach resolution of issues in a timely, efficient and effective manner and continuously seek to improve on CISC process and/or organizational structure.
- (5) Recognize that broad and consistent achievement of a consensus resolution is a fundamental expectation and the reason for the existence of the CISC.
- (6) Establishing and maintaining a CSCN distribution list;
- (7) Developing and maintaining a CSCN Meeting Schedule identifying all future conference calls and face-to-face meetings, including host, location and Agenda Items;
- (8) Circulating each meeting agenda to the CSCN distribution list;
- (9) Presiding at CSCN meetings;
- (10) Timely identification of disputes;
- (11) Maintaining meeting minutes;
- (12) Assigning file names and numbers to various documents;

- (13) Transmitting documents to the CRTC;
- (14) Providing reports including status reports of tasks, new tasks, etc. as required by the CISC; and
- (15) Attending CISC meetings.

3 *The CNA Role in NANPA-Administered Resources*

The CNA shall perform the following tasks with respect to the NANP number resources administered by the NANPA:

- (1) receive, validate and forward applications from Canadian entities to the NANPA for assignment of:
 - a) NPA 900 NXX codes;
 - b) Carrier Identifications Codes (CICs).
- (2) maintain records for N11 Service Codes in accordance with CSCN directives;
- (3) initiate reclamation of numbering resources when required in accordance with numbering guidelines.

4 *Central Office Code Administration Including NPA Relief Planning*

The CNA shall perform the following tasks with respect to CO Code and NPA Relief Planning activities:

- (1) The CNA shall administer Central Office codes (CO Codes) within Canadian geographic Numbering Plan Areas (NPAs) in accordance with the Canadian Central Office Code (NXX) Assignment Guidelines (including reclamations and other administration tasks where necessary).
- (2) The CNA shall perform NPA relief planning functions in accordance with the CNA Roles and Responsibilities specified in the Canadian NPA Relief Planning Guidelines and the NPA Allocation Plan and Assignment Guidelines.
- (3) The CNA shall conduct Canadian Numbering Resource Utilization Forecasts (C-NRUFs) and other C-NRUF tasks in accordance with the Canadian Numbering Resource Utilization Forecasts (C-NRUF) Guideline.

5 *Administration of Canadian Numbering Resources*

The CNA shall perform the following administrative tasks in relation to Canadian numbering resources:

- (1) receive, validate and process requests and maintain records for NPA 600 NXX Codes (including reclamations and other administrative tasks where necessary);
- (2) receive, validate and process requests and maintain records for Canadian Non-Geographic NPA NXX Codes (including reclamations and other administrative tasks where necessary);
- (3) receive, validate and process requests and maintain records for Emergency Service Routing Digit Blocks (ESRD Blocks) (including reclamations and other administrative tasks where necessary);
- (4) administer International Mobile Subscriber Identity codes (IMSI) (including reclamations and other administrative tasks where necessary);

- (5) administer System Identification Number (SID) codes (including reclamations and other administrative tasks where necessary);
- (6) receive, validate and process requests and maintain records for MIN Block Identifier (MBI) Codes (including reclamations and other administrative tasks where necessary);
- (7) maintain and publish the assignment information for Canadian numbering resources including approved applications of N11 codes in Canada;
- (8) prepare and publish a CNA annual report on the status of Canadian numbering resources (see past annual reports at www.cnac.ca);
- (9) seek clarification of industry guidelines from the CSCN, as necessary (e.g., to assist the CNA in applying the guidelines where guidelines are not clear);
- (10) provide reports to CSCN on various numbering topics upon request;
- (11) identify to interested parties which numbering resource guidelines are applicable in Canada and provide clarification with respect to the application of any such guidelines;
- (12) participate in the CNA performance review process;
- (13) investigate number assignment and administration issues as requested by the CSCN and CNAC;
- (14) seek resolution, as necessary, from CSCN and/or the CRTC of number assignment and administration issues including interpretation of industry guidelines of concern to the CNA;
- (15) participate in and provide informational support to the CSCN and any special CSCN task forces on request;
- (16) liaise and coordinate the CNA's activities with the NANPA to ensure effective and efficient use of NANP resources in Canada;
- (17) establish and maintain continuing relationships with TSPs, NANPA, iconectiv, the CRTC, and other relevant entities on numbering administration matters;
- (18) develop and maintain knowledge of numbering activities at the Industry Numbering Committee (INC) and provide a written report to the CSCN after each INC meeting, identifying issues and assessing the potential impacts of any INC activities on Canadian numbering and on the CNA functions;
- (19) respond to requests from Canadian TSPs, Innovation, Science and Economic Development Canada, the CRTC and the media with respect to Canadian numbering resources and their administration;
- (20) be the primary repository for numbering information for the Canadian telecommunications industry;
- (21) be able to communicate, both orally and in writing, in the two Canadian official languages, English and French;
- (22) communicate with the media (e.g., newspapers, radio, television, etc.) as directed in various guidelines in a cost-effective manner to provide basic factual information on numbering administration matters such as NPA relief planning and implementation; and

2024 - 01

(23) monitor and track SS7 assignments to Canadian entities.

SCHEDULE 3

FUNDING FORMULA

(1) *Acknowledgement.* Service User is required to pay its share of all costs incurred by CNAC, on its and the Canadian telecommunications industry’s behalf, related to the administration and assignment of numbering resources in Canada. The formula presented below was developed and approved by the CSCN and is subject to change during the Term by CNAC, the CSCN and/or the CRTC. Any amended formula shall be incorporated by reference into this Agreement at the time of its adoption by CNAC, the CSCN and/or the CRTC without the further consent or agreement of Service User.

(2) *Calculation.* The annual User Fee to be paid by Service User shall be Service User’s proportionate share of the estimated costs for the administration, assignment and supervision of the numbering resources in Canada to be incurred by CNAC based upon Service User’s previous year’s Gross Telecommunications Service Revenue plus an annual base-line fee based on Service User’s previous year’s Gross Telecommunications Service Revenue, as determined by the following formula:

$$\text{User Fee} = S/T * C + ABF$$

*Where the **User Fee** is the amount of the User Fees to be paid by Service User for CNAC’s current fiscal year (July 1 to June 30);*

***S** is Service User’s Gross Telecommunications Service Revenues for the previous calendar year (Jan. 1 to Dec. 31);*

***T** is the Gross Telecommunications Service Revenues of all Service Users who have submitted, or are required to submit, Reporting Worksheets for the previous calendar year (Jan. 1 to Dec. 31);*

***C** is the costs associated with the establishment, funding, maintaining and supervising of the administration and assignment of numbering resources in Canada, including the costs of the B&C Agent, in CNAC’s current fiscal year (July 1 to June 30) as estimated by CNAC;*

***ABF** is the annual base-line fee as set out in the table in Section (3) below that corresponds with Service User’s Gross Telecommunications Service Revenues for the previous calendar year (Jan. 1 to Dec. 31).*

(3) *Minimum User Fee.* The annual User Fee to be paid by Service User hereunder shall be the greater of: (i) the amount calculated in (2) above; and (ii) the minimum annual charge as determined using the following table:

Annual Gross Telecommunications Services Revenue of Service User as Reported on Reporting Worksheet	Minimum Annual Fee (A)	Annual Base-line Fee (B)	Minimum Annual Charge (A + B)
Less than \$5,000,000	\$50	\$50	\$100
Equal to or more than \$5,000,000	\$1,250	\$1,250	\$2,500

(4) *Calculation of User Fees.* Service User shall complete and deliver to the B&C Agent on or before April 1 of each year during the Term (or on such other date as CNAC may determine from time to time) (the “**Reporting Deadline**”), a Reporting Worksheet, certified by an officer of Service User, in such form as determined by CNAC from time to time. Along with the completed Reporting Worksheet, Service User shall also complete or have completed and deliver to the B&C Agent by the Reporting Deadline the following (the “**Supporting Document**”): an affidavit sworn by the following 2 persons: (i) the Chief Financial Officer (CFO) of Service User and (ii) one other senior officer of Service User, in such form as determined by CNAC from time to time, attesting to the accuracy of the information on the Reporting Worksheet.

(5) *Verification of Revenue Data.* Service User acknowledges that the B&C Agent will be the sole recipient of confidential Gross Telecommunications Service Revenue data as presented in the Reporting Worksheet collected from Service Users. Service User also acknowledges that the B&C Agent is responsible to ensure that the revenues reported on a Service User’s Reporting Worksheet are reasonable based upon the B&C Agent’s knowledge of the Canadian telecommunications industry. In the event the B&C Agent determines that the information and/or data presented by a Service User in its Reporting Worksheet is not reasonable, the B&C Agent shall advise such Service User of its concerns and ask for further clarification and/or proof as to the amounts presented in the particular Reporting Worksheet within ten (10) days from such notice. If the B&C Agent is not satisfied with the response from such Service User to its request for further clarification, then the B&C Agent shall notify CNAC of its concerns and seek further instructions as to how to proceed. In such instance, notwithstanding that CNAC or its shareholders, directors, or officers, shall not be entitled to review the Reporting Worksheet, or Service User revenue data, CNAC shall, at its sole discretion, be entitled to request that Service User engage, or engage itself, a Third Party auditor to audit, at Service User’s expense, the information presented on the Reporting Worksheet. In the event that the audit results in the information on the Reporting Worksheet being amended, the B&C Agent shall use the information on the Reporting Worksheet as amended by the audit to determine Service User’s applicable User Fee.

(6) *Incomplete or Missing Data.* In the event that Service User fails to deliver the Reporting Worksheet within fifteen (15) days of the Reporting Deadline, or if the Reporting Worksheet is missing data necessary to allow the B&C Agent to calculate the User Fee, the B&C Agent may make a reasonable estimate of the information required by Service User which it is missing in order to calculate the User Fee. Where Service User has filed a Reporting Worksheet previously found to be acceptable by the B&C Agent for a prior period, the B&C Agent shall base its estimation on that Reporting Worksheet.

(7) *Deficit and Surplus.* In the event that the estimate by CNAC of the costs (C in (2) above) to administer the numbering resources in Canada is incorrect and CNAC overestimated the costs for the year, CNAC shall not be required to return any portion of the User Fee but shall apply any surplus to reduce the costs required to be funded in the next year. In the case where CNAC underestimated the costs for the year, CNAC shall have the right to levy a special charge on Service Users for the deficit amount (“**Additional User Fee**”) based upon the same proportionate share related to Service User used to calculate the last User Fee if funds are required for the continued operation of CNAC, however, CNAC will only utilize its right to levy an Additional User Fee only when it deems it necessary, and where appropriate such deficit amount will be added to costs to be recovered from Service Users during the next year. Any Additional User Fee invoiced to Service User is due within thirty (30) days of the invoice date no matter what payment plan Service User has selected.

(8) *Gross Telecommunications Services Revenue.* For the purpose of this Schedule 3 and the Reporting Worksheet, the term “**Gross Telecommunications Services Revenue**” shall mean the revenue (without any deductions) derived by Service User from services which are provided over the PSTN and which utilize Canadian numbering resources including, for greater certainty and without limitation, local exchange services, long distance services, wireless telephony services, and international long distance services; but

shall exclude enhanced services (ie. call answer, speed dialling, three-way calling), the sale or lease of terminal equipment (ie. telephone sets, PBX's, key systems, answer-record machines, computers), the sale or lease of private lines, other private line and private network services, Internet services, and paging services.

(9) *Refiling of Reporting Worksheets.* Service User may only refile its Reporting Worksheets for the then current reporting year and for the immediately previous year only in the event an error is discovered by Service User in the information filed. Reporting Worksheets for all other reporting periods are deemed to be final and no changes will be permitted. Reporting Worksheets are to be refiled pursuant to the process set out in the most recent Reporting Worksheet sent to the Service User. CNAC reserves the right to request clarification and/or additional information from Service User as it deems necessary, including certification from an independent third-party accountant (at Service User's cost). Once satisfied with the information refiled, CNAC will either issue a refund if there was an overpayment of fees or issue an invoice for any fee that was underpaid, in each case based on the revised revenue numbers filed.

(10) *Other Rules and Conditions.* CNAC may amend the rules and conditions regarding the funding mechanism process through changes indicated in the Reporting Worksheets from time to time and all such changes shall be unilaterally included by reference into this Agreement, and be binding on the Service User, upon delivery of the Reporting Worksheet containing such changes to the Service User.

SCHEDULE 4
ADDITIONAL FEES

Service User agrees that CNAC may upon thirty (30) days written notice change the amount or term of the fees listed below, which new amount or amounts shall be incorporated by reference into this Agreement. Until amended by CNAC, the Additional Fees shall be as follows:

Late Payment Fee ⁽¹⁾	\$370
Late Reporting Fee ⁽²⁾	\$490
Monthly Payment Plan Fee ⁽³⁾	\$115
Quarterly Payment Plan Fee ⁽⁴⁾	\$115
Suspension Fee ⁽⁵⁾	\$600 plus \$100 per month suspended

1. The Late Payment Fee is levied on a Service User for each instance that Service User fails to make any payments to CNAC and/or the B&C Agent on the due date as provided for in this Agreement or on the due date as indicated on the invoice related to the original amount due.
2. The Late Reporting Fee is levied on a Service User for each instance that Service User fails to file a Reporting Worksheet and/or Supporting Document by April 1 of each year; and/or if the Reporting Worksheet and Supporting Document are filed by such due date, the Reporting Worksheet and/or Supporting Document is incomplete or incorrect.
3. The Monthly Payment Plan Fee is the amount to be paid with each monthly payment of the User Fee by a Service User selecting the Monthly Payment Plan. For greater certainty, the total annual amount to be paid by Service User, in addition to the User Fee, for selecting the Monthly Payment Plan shall be \$1,380.
4. The Quarterly Payment Plan Fee is the amount to be paid with each quarterly payment of the User Fee by a Service User selecting the Quarterly Payment Plan. For greater certainty, the total annual amount to be paid by Service User, in addition to the User Fee, for selecting the Quarterly Payment Plan shall be \$460.
5. The Suspension Fee is equal to \$600 plus an additional \$100 for each month that Service User remains suspended. The Suspension Fee and all other applicable fees are required to be paid in full prior to suspension being lifted.