

PAGE 1

RevolutionIP Inc is an Ontario registered corporation operating under the following names:

*RevolutionIP Inc
KELCOM - RevolutionIP
KELCOM.net
KELCOM Internet Division*

*In this document, RevolutionIP Inc will be referred as KELCOM - RevolutionIP, or “we” or “us”.
Customer will be referred as “Customer”, “user” or “you”.*

PREAUTHORIZED PAYMENT AGREEMENT:

By providing your bank or credit card information, you agree for that account to be charged for any outstanding amounts owed on your account.

You also consent for us to use this information to process your payments

We agree to notify you in writing in case our payment terms change.

SHAW TV TERMS & CONDITIONS:

By ordering Shaw Direct Satellite TV services, you agree to abide by Shaw Direct Terms & Conditions of service as listed here (PDF FORMAT): <https://media.shawdirect.ca/uploadedfiles/terms-of-services.pdf>

KELCOM - REVOLUTIONIP TERMS & CONDITIONS OF SERVICE:

By activating your services with KELCOM – RevolutionIP you agree with following Terms & Conditions of Service

911 SERVICE NOTES (for your safety, please review these limitations). 911 - It's different!

We want to make sure that you are aware of the potential differences in the way 911 service operates with a VoIP phone when compared with traditional telephone service. Here is what you need to keep in mind:

Differences between traditional and VoIP 911 services

With traditional phone services, your 911 call is sent directly to the nearest emergency response centre. With VoIP phone service, your 911 call is forwarded to a third-party service provider that will automatically or manually route your call to the emergency response centre.

PAGE 2

Remember to verify your location

Because you can move your VoIP phone between locations and because, for technical reasons, the emergency operator may not have your name, location or contact information available, you must immediately inform the emergency operator of your location and contact particulars any time you call 911. Do not risk sending police or ambulance to the wrong location. Keep your location updated by calling us or visit our online portal at www.RevolutionIP.com.

Be prepared during any service interruption

VoIP phone service depends not only on your continued subscription (and payment) for the service, but also on Internet connectivity and power to function. In the event of power, network or Internet outages (including congestion), or if your service is disconnected or suspended due to non-payment, you may experience a failure, disruption or delay in your 911 service. We recommend that you keep an alternative phone service (such as cellular telephone) to increase reliability of your access to emergency services during any service interruption.

Do not disconnect

Until you are told to do so by an emergency dispatcher, do not disconnect your 911 call. If you are inadvertently disconnected, call back immediately.

Keep your service address up to date

KELCOM - RevolutionIP will attempt to provide the emergency operator with your service address, so please ensure that your information on file with us is always accurate and updated. If you do not do this (for example, if you are unable to speak during a 911 call), the emergency operator may assume that you are calling from the last registered address.

Inform other users

You must notify members of your household, and other potential users of your VoIP phone service, of the nature and limitations of 911 emergency calls. To make this easier, attach the included stickers in a visible location on your telephone sets.

Limitations of liability

KELCOM - RevolutionIP terms of service limit and disclaim liability related to VoIP 911 service, so please read these carefully.

GENERAL NOTES:

- Prices listed are subject to federal and provincial taxes where applicable
- KELCOM reserves the right to change the prices and conditions without notice.
- All services are subject to KELCOM Terms & Conditions of service.

PAGE 3

- Unlimited packages are subject to acceptable use policy and are based on 5 times the amount of usage compared to average users for the same period. We reserve the right to change the accounts to limited usage at any time, based on the market conditions and CRTC rulings
- There are no cancellation fees on KELCOM residential services unless otherwise noted.
- Business
- Preauthorized payment by credit card or via the chequing account is required for all monthly recurring RESIDENTIAL services.

PART I: REVOLUTION IP VOIP SERVICE TERMS & CONDITIONS

THERE ARE IMPORTANT 9-1-1 TERMS, CONDITIONS AND LIMITATIONS RELATED TO THE KELCOM - REVOLUTIONIP VOIP SERVICE SET FORTH IN SECTION 8 OF THIS AGREEMENT. BY SUBSCRIBING FOR THIS SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS SET FORTH IN THIS AGREEMENT INCLUDING THOSE RELATING TO 9-1-1.

This agreement ('Agreement') for Voice over Internet Protocol (VoIP) and related Services is between KELCOM - RevolutionIP ('we', 'us' or 'KELCOM - RevolutionIP') and the user ('you', 'user' or 'Customer') of KELCOM - RevolutionIP's Service.

1- Definitions

Device(s) - any device(s) including any of its components, such as analog telephone adapter, IP phone, Gateways, Soft-phone or any other IP connection device.

Service - includes a VoIP telephone connection that allows you to make or receive telephone calls over the Internet to or from the public switched telephone network (PSTN) when you subscribe to a KELCOM - RevolutionIP Service Plan. The Service also permits you to make or receive calls with other KELCOM - RevolutionIP subscribers entirely over the Internet. Without limiting the generality of the foregoing, the Service shall be provided to you with the features then indicated, and subject to the then current terms and rates of the KELCOM - RevolutionIP Service Plan to which you subscribe as set forth on the KELCOM - RevolutionIP web site (www.RevolutionIP.com) from time to time.

2- Preamble

You represent that you are, or lawfully represent, a legal person capable of entering into this Agreement. Furthermore, if you are an individual, you are of majority age.

This Agreement governs the terms and conditions of both the use of the Service provided, and the Devices used in conjunction with the Service. By activating the Service or by clicking 'I Accept', 'I Agree', 'Order' below or by verbal request for service, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement.

3- Term

PAGE 4

The Service is offered on a monthly basis for a term that begins on the earlier of the date you activate your account online or 10 days after the date your account was created (herein referred to as the 'Anniversary Date') and ends on the day before the same date in the following month. This Agreement will automatically renew on a monthly basis, at KELCOM - RevolutionIP's then current rates and terms, without further action by you unless you provide KELCOM - RevolutionIP with written notice of non-renewal not less than thirty [30] days prior to the end of the monthly term in which the notice is given, except in cases where longer term is agreed upon in writing, and except in cases where 30-days notice is not applicable due to rules and regulations issued by the CRTC. You agree that you are purchasing the Service for full monthly terms, meaning that if you terminate the Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including without limitation un-billed charges, plus a disconnect fee (where applicable), all of which will be immediately due and payable, except in cases where cancellation notice is not applicable due to rules and regulations issued by the CRTC. Upon expiry of the term or termination of the Service, you remain responsible for paying all unpaid and accrued charges due.

4- User Requirements

To use the Service, the user must have an existing high-speed Internet via cable, DSL or any other broadband Internet service. Typical bandwidth required for each simultaneous voice call is 14Kbps. However you may require up to 90Kbps in some circumstances. A Device which may be procured from KELCOM - RevolutionIP is also required. In the case of a KELCOM - RevolutionIP Soft-phone Device the user must also have a computer. Also you may elect to connect through a Router. You assume all responsibility regarding the suitability of the router, programming of the router, and connection to the Internet and its ability to carry the voice traffic.

5- Use Of Service

5.1- Conditions Applicable to Residential Service Plan Use: When you subscribe for a Residential Service Plan, that Plan is only for personal use. Use of a Residential Service Plan for business purposes is strictly prohibited.

5.2- Conditions Applicable to All Plans:

5.2.1- As-Is: The Service and Device are provided to you on an AS-IS basis.

5.2.2- Prohibition Against Resell, etc: You are not to resell, lease, license, sub-license, transfer or assign the Service or the Device to any other person for any purpose, or make any charge for the use of the Service, without express written permission from KELCOM - RevolutionIP in advance.

5.2.3- Current Terms: The features and terms associated with the Service offered by KELCOM - RevolutionIP from time to time shall be as then set forth on the KELCOM - RevolutionIP web site (www.RevolutionIP.com). It is your responsibility to consult the KELCOM - RevolutionIP web site from time to time to be informed of any new feature and terms, or changes to the features and terms, associated with the Service you have subscribed for.

PAGE 5

5.2.4- 411 Service: This service is available and will be billed to you at the then current rates for this service established by KELCOM - RevolutionIP as posted on the KELCOM - RevolutionIP web site (www.RevolutionIP.com). These rates can be changed from time to time without notice at KELCOM - RevolutionIP's sole discretion.

5.2.5- Other Users: You may allow other individuals in your household (when you subscribe for a Residential Service Plan), business or office (when you subscribe for a Corporate Service Plan) to use the Service. However you are fully responsible for their compliance with this Agreement and for payment of all charges relating to their use of the Service. Users may only make one simultaneous call per Residential Service Plan, Small Business Service Plan or per Enterprise VoicePath. You agree that your use of the Service to make more than one simultaneous call will obligate you to pay KELCOM - RevolutionIP for additional Residential Service Plan, Small Business Service Plan or Enterprise VoicePath on account of all periods, including past periods, in which you made simultaneous calls.

5.2.6- Pay-As-You-Go Service Plan: For users who have subscribed to KELCOM - RevolutionIP's Pay-As-You-Go Service Plan, you will be charged at the rates indicated on the KELCOM - RevolutionIP web site (www.RevolutionIP.com) for all calls including incoming calls, outgoing calls and calls to voicemail. Take note that the rates associated with each of the Residential Pay-As-You-Go Service Plan, the Small Business Pay-As-You-Go Service Plan and the Enterprise Pay-As-You-Go VoicePath may all be different from one another, so care must be taken to consult the rates applicable to your specific Service Plan.

5.2.7- 'Canadian-Village' Calls: Calls made using the Service to non-KELCOM - RevolutionIP subscribers will be a 'Canadian-Village' call if the telephone number being called is one of the cities included in KELCOM - RevolutionIP's 'Canadian Village' as listed on the KELCOM - RevolutionIP web site (www.RevolutionIP.com). All calls (other than calls to KELCOM - RevolutionIP Subscribers) will be considered long distance calls and will be charged to you at the applicable rates stipulated on the KELCOM - RevolutionIP web site. * NOTE: Regardless of the mention of certain cities on the KELCOM - RevolutionIP web site, calls made to telephone numbers that would be considered long-distance by a local phone carrier if dialed from within the called city, will still be considered long-distance by KELCOM - RevolutionIP.

5.2.8- Fair Use: KELCOM - RevolutionIP, in KELCOM - RevolutionIP's sole discretion, hereby reserves the right to terminate your Service (including your Service Plan) with 30 days advance written notice sent by email or regular mail, if User's calling patterns materially exceeds KELCOM - RevolutionIP's average subscriber calling pattern under a similar plan. KELCOM - RevolutionIP's decision in this regard shall be final. Without limiting the foregoing, use of any KELCOM - RevolutionIP Service Plan for or by call centres, or for or by any application with continuous or excessive calling patterns, is strictly prohibited. Furthermore, use of the Service for auto-dialling, call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax broadcasting or fax blasting, is strictly prohibited.

6- Use Policy And Prohibitions:

6.1- You agree to abide by the following policy concerning use, as may be modified from time to time and communicated to you via the KELCOM - RevolutionIP web site, by email or other manner determined by KELCOM - RevolutionIP in KELCOM - RevolutionIP's sole discretion. By using the Service you hereby agree to: (a) shall abide by all applicable laws, rules, and

PAGE 6

regulations relating to, without limitation, the electronic use, posting or transmission of content, software or other matter; and (b) shall not (nor allow any person to) (i) use the Service or the KELCOM - RevolutionIP Web site in any manner which is illegal, fraudulent or deceptive, harassing, threatening, harmful, libelous, defamatory, abusive, slanderous, hateful, sexually, racially or ethnically objectionable, vulgar, pornographic, obscene, or otherwise objectionable material of any kind including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, provincial, state, national or international law (including international treaty) or regulation; (ii) attempt to gain unauthorized access to the database or other network or computer systems of KELCOM - RevolutionIP or any other person; or (iii) interfere with another's use and enjoyment of the KELCOM - RevolutionIP Services. Furthermore, you may not, nor may you allow others, directly or indirectly, to attempt to or actually: (a) disrupt, disable, impair or interfere with, overburden, alter or modify the Service or restrict or inhibit in any way any other visitor or user from accessing or using the Service, including, without limitation, by means of 'hacking', 'cracking' or defacing any portion of the Service, the Device and/or any activities being conducted on or through the Service; (b) transmit any software, device, routine or other materials that contain any virus, worm, time bomb, 'Trojan horse', or other harmful, destructive or disruptive component; (c) use any robot, spider, site search/retrieval application, or other manual or automated device or process to retrieve, index, 'data mine' or in any way reproduce or circumvent the navigational structure or presentation of the Service; or (d) collect or harvest any information about other visitors or users of the Service and/or any of KELCOM - RevolutionIP's employees, officers, directors, partners, representatives, agents or content providers by any means including, but not limited to, those described in this Agreement. You may not, nor may you allow others, directly or indirectly, to obtain or attempt to obtain any materials or information through any means not made expressly available through the Service and as expressly permitted under this Agreement. Without limitation, KELCOM - RevolutionIP reserves the right to terminate your Service immediately, resulting in the immediate payment of all amounts due, without advance notice if you violate the above restriction. Further, you will be liable to KELCOM - RevolutionIP and other third parties that suffer prejudice from your unauthorized use, misuse or modification of the Service.

6.2- Unauthorized Use: You agree to immediately notify KELCOM - RevolutionIP of any unauthorized use of your account or any other breach of security known to you.

6.3- Use of Device: You agree that the Device is exclusively for use in connection with the Service. You agree not to tamper or modify with the Device in any manner, including, without limitation, change the electronic serial number or Device identifier, or to perform a factory reset, or otherwise alter the firmware. You agree to use the Device in the manner and for the purpose in which it was intended and solely as expressly permitted under this Agreement.

6.4- Stolen Device & Fraudulent Use: You must notify KELCOM - RevolutionIP immediately, in writing by email, and by calling the KELCOM - RevolutionIP customer support line, if a Device is stolen. When you call and write KELCOM - RevolutionIP you must provide your account number and a detailed description of the circumstances of the theft or fraudulent use of the Device.

6.5- Non-infringing & Reverse-Engineering: Any software made available to you by KELCOM - RevolutionIP is governed by these Terms of Service and the terms set forth in the applicable

PAGE 7

end user license agreement. You may not reverse engineer, decompile or otherwise attempt to discover any source code contained in the Device and the software available on the web site (as may be applicable). Furthermore, you may not copy, reproduce, distribute or relocate the Device or the software, or make any other use not expressly permitted under this Agreement or prohibited under the law.

6.6- Unauthorized Use or Patterns: You agree that you shall not use the Service in a manner that is not expressly permitted by this Agreement and the terms and conditions of the KELCOM - RevolutionIP web site (www.RevolutionIP.com).

6.7- Illegal Uses: Use of the Service or any of the Devices for an injurious, illegal or immoral use or purpose is strictly prohibited.

7- Service Limitations

7.1- Use of Service and Device by Customers outside the United States and Canada: KELCOM - RevolutionIP does not presently offer or support the Service to customers located outside the United States and Canada. If a Device is installed outside the United States and Canada and the Service is used, there is the risk that such activity violates laws in the country where you do so. You acknowledge and agree that you will be solely responsible for any violations of local laws and regulations resulting from such use. You are liable for any and all use of the Service and/or Device by any person making use of the Service or Device provided to you. You acknowledge and agree that KELCOM - RevolutionIP is not liable in this regard.

Further, KELCOM - RevolutionIP reserves the right, at its sole discretion, to limit or terminate your ability to access the Service from selected countries.

7.2- 900 and 976 numbers: KELCOM - RevolutionIP Services may not access certain special service phone numbers such as, without limitation, 900- and 976- numbers. KELCOM - RevolutionIP reserves the right to limit your ability to call any such numbers at its sole discretion.

7.3- Service Outage or deterioration due to third parties: You acknowledge and understand that the Service will not operate in the event of a power failure, or a failure of the Internet link. Excessive congestion of the Internet link may lead to deterioration in quality, which in turn can lead to Service failure. You acknowledge and agree that KELCOM - RevolutionIP is not liable in this regard.

7.4- Service Outage Due to Suspension of Account: You acknowledge and understand that should your account be terminated or suspended due to non-payment or other breaches of this Agreement, the Service will not function.

7.5- Not a traditional telephone service: You recognize, acknowledge and understand that the Service is not a traditional telephone service. Differences exist between traditional telephone service and the KELCOM - RevolutionIP Service including but not limited to the lack of traditional 911 services and privacy, as explained below in Section 8. The Service is subject to a different regulatory treatment than traditional phone services and may limit or affect your rights of redress before the CRTC.

PAGE 8

7.6- Privacy: KELCOM - RevolutionIP Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and agree that KELCOM - RevolutionIP is not liable for any lack of privacy, which may result by the use of the Service. Please refer to our Privacy Statement at the KELCOM - RevolutionIP web site (www.RevolutionIP.com) for additional information.

8- Emergency Services - 911 Dialling

8.1- KELCOM - RevolutionIP's Emergency Calling Service: 911

Nomadic VoIP Service

As a current customer of KELCOM - RevolutionIP (a division of Voice & Data Systems Inc.) 'KELCOM - RevolutionIP' or a future customer of KELCOM - RevolutionIP, you have subscribed or will subscribe to a Voice over Internet Protocol 'VoIP' telephone service offered by KELCOM - RevolutionIP according to KELCOM - RevolutionIP's terms and conditions of service 'VoIP Service'. The VoIP Service that we provide is known as a nomadic service. This means that KELCOM - RevolutionIP allows Customer to make calls from anywhere that you have access to a broadband internet service. As you know, you can simply bring your telephone devices with you and use the VoIP Service wherever you are located.

However, because of these nomadic capabilities, KELCOM - RevolutionIP is not currently able to automatically detect whether the Service is being used from the registered service address or from some other location. Consequently, when a subscriber relocates, KELCOM - RevolutionIP no longer has valid 9-1-1 contact information with which to process 9-1-1 calls from that Customer, unless the Customer updates his/her location information.

KELCOM - RevolutionIP's 911 Service

Following the directives made by the Canadian Radio-television and Telecommunication Commission 'CRTC' pursuant to Telecom Decision CRTC 2005-21, KELCOM - RevolutionIP has, in compliance with such directives, implemented an emergency calling service or 911 service (the '911 Service').

In order to use the 911 Service, you will need to activate your telephone line according to the instructions you are provided, and which can be found at www.RevolutionIP.com

Once the telephone line is activated, all calls by the Customer using the 911 Service will be connected to an intermediary (such as a third party call centre), which in turn will transfer the call to the proper PSAP or emergency services agency. Based on the information provided by the Customer, the intermediary will direct your call to the appropriate emergency services agency or a public safety answering point.

For a complete and full description of the 911 Service go to www.RevolutionIP.com/911/

8.2- Limitations To The 911 Service

PAGE 9

KELCOM - RevolutionIP is advising Customer of the following inherent limitations to the 911 Service due to the nomadic characteristics of VoIP Service.

The 911 Service will not be accessible or available in the following situations:

- ' You have not successfully activated the telephone line AND received an email from KELCOM - RevolutionIP confirming your successful activation;

- ' In case of Network Congestion; and

- ' a Service outage has occurred for any reason, including the following:

- ' Power failure or disruption;

- ' Internet connection outage/termination by your Internet service provider;

- ' KELCOM - RevolutionIP terminates, suspends or cancels your VoIP Service for any of the reasons specified in our Terms and Conditions of Use www.RevolutionIP.com/tos/.

The 911 emergency responders that are part of the 911 Service may be delayed if:

- ' You do not provide us with current and accurate location information (i.e., where you are);

- ' You do not advise us immediately of any changes that you make to the location information that you initially provided us;

- ' Verification of your location information is not completed. It can take up to 24 hours to complete the verification once we receive new location information.

- ' Misrouting of 911 calls occur for any reason including but not limited to your failure to follow correct activation procedures for the telephone line or your provision to us of incorrect or inaccurate or not current information in connection with the 911 Service.

In the event that an emergency call in progress is interrupted, 911 emergency personnel will be unable to call you at the phone from which you originated the call if:

- ' You have call-forwarding, do-not-disturb or other features programmed and in use at the time you dial a 911 call;

- ' Your telephone ringer is set to OFF;

In the interest of everyone's safety, you are obliged to inform all potential users (including your employees and officers of your business and visitors to your business, office or household) of your KELCOM - RevolutionIP line of these important limitations.

8.3- Limitation Of Liability

PAGE 10

Neither KELCOM - RevolutionIP, its affiliated or related companies, divisions, nor any of their respective officers, employees, directors, shareholders, content providers or service partners shall be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to the VoIP Service and/or the 911 Service, including, without limitation, your inability to dial 911 from your line or to access emergency service personnel unless it is proven that the act or omission causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of KELCOM - RevolutionIP.

You agree to defend, indemnify, and hold harmless KELCOM, its affiliated and related companies, divisions, and their respective officers, employees, directors, shareholders, affiliates and agents and any other third party service provider who furnishes services to you or to us in connection VoIP Service, from and against any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable legal fees and expenses) by, or on behalf of, you or any third party or user of your VoIP Service relating to the absence, failure or outage of the VoIP Service, including, without limitation, the 911 Service and/or the inability of Customer and/or any third person or party or user that gains access to or use of the VoIP Service with or without your express or implied authorization to be able to dial 911 or to access emergency service personnel, and any misrouting of 911 calls, including but not limited to your failure to follow correct activation procedures for 911 calling or your provision to us of incorrect or inaccurate or not current information in connection with the 911 Service.

8.4- Acceptance

Notwithstanding the Limitations that are discussed above, and having fully read and understood those Limitations as well as the limits of KELCOM - RevolutionIP's liability, you hereby fully acknowledge and accept, without limitation, the VoIP Service and the 911 Service as currently offered.

9- Copyright / Trademark / Unauthorized Usage Of Device, Firmware Or Software

The Service and all Service information, documents, software, Device, firmware, software, and materials on KELCOM - RevolutionIP's web site(s), as well as all of the following (whether registered or unregistered): names, logos, trademarks, trade names, service works, copyrights, patents and other intellectual property (the 'KELCOM - RevolutionIP Property') are the exclusive property of KELCOM - RevolutionIP or its licensors and are protected by intellectual property laws and international treaty provisions. You acknowledge that: (a) you will not contest the ownership of the KELCOM - RevolutionIP Property; (b) you are not given any license to use the firmware or software used to provide the Service or provided to the Customer in conjunction with providing the Service, or embedded in the Device, other than a non-transferable, non-assignable, automatically revocable license to use the KELCOM - RevolutionIP Property (without making any modification thereto) provided to the Customer or otherwise made accessible to the Customer strictly in accordance with the terms and conditions of this Agreement. If you decide to use the Service through an interface device not provided by KELCOM - RevolutionIP, which KELCOM - RevolutionIP reserves the right to prohibit in particular cases or generally at any time, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless VDS, KELCOM -

PAGE 11

RevolutionIP, the employees, officers, directors, shareholders, affiliates and third party service providers against any and all liability arising out of your use of such interface device with the Service. You furthermore agree that your use of an interface device may, in KELCOM - RevolutionIP's sole discretion, disqualify you from the benefits of KELCOM - RevolutionIP's offer of a Money-Back Guarantee and any other indemnification permitted to you under law or this Agreement.

10- Charges / Payments / Default / Taxes

10.1- Billing and Payment: KELCOM - RevolutionIP will bill all charges monthly to your credit card or chequing account. Monthly fees for Service, according to the plan for which you registered, Device rental charges, and feature charges where applicable, will be charged to your account monthly in advance. All charges for long distance, local minutes, directory assistance (411), etc. that are not included in, or exceed, the features of the selected package will be charged to your account monthly in arrears. However KELCOM - RevolutionIP reserves the right to bill at more frequent intervals if the amount due at any time exceeds \$50. Charges for activation fees, deactivation fees or plan change fees (where applicable), Device purchases (where applicable), and shipping and handling charges will be charged to your credit card at the time of your order.

You must provide a valid credit card account number when the Service is purchased. If the credit card expires, you close your account or your billing address changes, or the credit card is cancelled and replaced owing to loss or theft, or cancelled for any other reason, you must advise KELCOM - RevolutionIP within 10 days.

Your acceptance of this Agreement by activating your services (or online by clicking 'I Accept') authorizes KELCOM - RevolutionIP to charge the credit card account on file with KELCOM - RevolutionIP, including any modified information given to KELCOM - RevolutionIP if the credit card expires or is replaced, for all charges as described herein. This authorization will remain valid until 30 days after KELCOM - RevolutionIP receives your written notice terminating KELCOM - RevolutionIP's authority to charge your credit card or until all accrued charges to your accounts are paid whichever is later.

If the packaging containing any Device is visibly damaged upon receipt, please note the damage on the carrier's freight bill or receipt and keep a copy. Keep the original packaging, all packing materials and parts intact and contact KELCOM - RevolutionIP's customer care department immediately. Warranty coverage varies depending on the type of Device that you choose and KELCOM - RevolutionIP's determination of the reasons for damage. Please refer to the appropriate KELCOM - RevolutionIP device warranty on the KELCOM - RevolutionIP web site (www.RevolutionIP.com). If KELCOM - RevolutionIP's Customer Care service department determines, in KELCOM - RevolutionIP's sole discretion, that the aforementioned damage was caused by you or a third party, then you agree that KELCOM - RevolutionIP shall not be liable for such damages. You acknowledge and agree that KELCOM - RevolutionIP's decision in this regard shall be final and binding.

10.2- Toll Charges: Long Distance Charges for calls through the Service will be billed to you at rates established by KELCOM - RevolutionIP and posted on the KELCOM - RevolutionIP web site (www.RevolutionIP.com). These rates may be changed from time to time at KELCOM - RevolutionIP's sole discretion and will be posted on the KELCOM - RevolutionIP web site.

PAGE 12

Currently there are no charges between KELCOM - RevolutionIP users; however charges can be levied at the sole discretion of KELCOM - RevolutionIP and will be posted on the KELCOM - RevolutionIP web site. Call times for each call are rounded up and billed in six (6) second increments. Per-call charges are rounded up to the next whole penny. All calls for which we receive answer supervision and last for at least six (6) seconds, as explained below, shall incur a minimum thirty (30) second charge. KELCOM - RevolutionIP relies on answer supervision to determine whether and when a call has been answered. Answer supervision is a signal sent by the carrier connecting the call to indicate the start of call. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and inter-exchange switching equipment. Where no answer supervision is received, we will commence billing forty (40) seconds following dial time unless the caller has terminated the call.

10.3- Taxes: The Customer is responsible for, and shall pay applicable federal and provincial taxes or any additional telecommunication or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Service or purchase or rental of a Device. Such amounts are in addition to payment for the Service and will be billed to your account.

10.4- Billing Disputes: You must notify KELCOM - RevolutionIP in writing within seven (7) days after your monthly statement is posted in your account section on the KELCOM - RevolutionIP Web site or is sent to your email address if you dispute any KELCOM - RevolutionIP charges on that statement or you agree that such dispute will be deemed waived. Billing disputes must be sent by mail or email to the following address:

Customer Care Billing Department
KELCOM - RevolutionIP
8605 Twin Oaks Drive
Windsor - Ontario
Canada N8N 5B8
or
billing@RevolutionIP.com

11- Termination/Discontinuance Of Service

11.1- By Customer: Cancellation of Service by Customer: You may cancel the Service by sending your request to support@ RevolutionIP.com and returning KELCOM - RevolutionIP hardware if applicable.

11.2- By KELCOM - RevolutionIP: Suspension or Termination of Service by KELCOM - RevolutionIP: KELCOM - RevolutionIP may suspend or terminate your Service at any time in KELCOM - RevolutionIP's sole discretion (and you acknowledge and agree that KELCOM - RevolutionIP's decision in this regard shall be final and binding) if:

(a) any charge to your credit card or chequing account on file with KELCOM - RevolutionIP is declined or reversed or in case of any other non-payment of account charges. You agree that termination of Service for declined card, reversed charges or non-payment leaves you FULLY LIABLE to KELCOM - RevolutionIP for ALL CHARGES ACCRUED BEFORE AND THROUGH THE DATE OF TERMINATION and for charges incurred by KELCOM - RevolutionIP owing to

PAGE 13

your non-payment, such as (but not limited to) collection costs and attorney's fees; A processing fee of up to \$45 applies to all declined, delayed or rejected charges on your Credit Card or Chequing account.

(b) Customer is violating or has violated KELCOM - RevolutionIP's fair use policy, or Customer is engaging in or has engaged in fraudulent, abusive, injurious, illegal or immoral use or a use which violates this Agreement;

(c) upon Customer's death, if Customer is an individual;

(d) upon the insolvency, voluntary or involuntary bankruptcy, of Customer or where Customer enters into voluntary or involuntary receivership, or (if the Customer is not an individual) voluntarily or involuntarily surrenders its charter or articles of organization or undergoes a merger, or any other like circumstance; or

(e) for any reason whatsoever.

11.3- If KELCOM - RevolutionIP terminates your Service at its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated for any stated reason, including without limitation violation of this Agreement or the law, or because of any improper use of the Service or Device (such as, but not limited to, your attempts to transfer, hack, crack, disrupt, or misuse the Service), you will be responsible for the full month's charges to the end of the current term, including without limitation un-billed charges, plus a disconnect fee, if applicable and as stipulated below, all of which immediately become due and payable. The remedies available to KELCOM - RevolutionIP as stated herein do not exclude KELCOM - RevolutionIP's other rights, recourses and remedies against you.

11.4- Disconnect Fee: If you have rented a Device (other than a Softphone) from KELCOM - RevolutionIP, you will be charged a disconnect for each Device upon termination of Service for any reason. The disconnect fee becomes due and payable immediately upon termination and will be billed directly to your credit card. The disconnect fee amount is based on the value of the devices in your possession with minimum charge being \$149.95 per device.

The disconnect fee will be fully reimbursed upon return of the rented Device(s) if returned within fourteen (14) days of termination under the following conditions:

* The Device must be undamaged and in original condition.

* All documentation and packaging materials are returned.

11.5- No Liability: You acknowledge and agree that KELCOM - RevolutionIP shall not be liable whatsoever for any decision KELCOM - RevolutionIP makes concerning the suspension, modification, termination or cancellation of your Service. In the event that KELCOM - RevolutionIP determines to terminate or cancel your Service, then all amounts owing to KELCOM - RevolutionIP, whether current, arrears or accrued, shall become immediately due and payable to KELCOM - RevolutionIP and the Customer's liability for all such amounts shall survive the termination of this Agreement and the Service until paid in full. Furthermore, the license KELCOM - RevolutionIP has granted you in connection with the Service and the KELCOM - RevolutionIP Property shall at the same time be automatically revoked and this Agreement automatically terminated (subject to the provisions of this Agreement which are

PAGE 14

deemed to survive such termination). The Customer will be required, at the Customer's expense, to return to KELCOM - RevolutionIP Property in the Customer's possession or under the Customer's control. All of the KELCOM - RevolutionIP Property shall be returned in its original condition.

All returned Devices must be in original condition and packed in the original packaging with the UPC or bar code intact. All components, manuals and registration card(s) must be included. User is responsible for the cost and risk of return shipping of all Devices. The customer is subject to a charge of \$149+HST per device that is unreturned. Accounts will be subject to a charge of \$39+HST for Gateway power cord that is unreturned. They are required to return the equipment within 30-days of the final bill for a full refund of the equipment charge.

12- Warranty, Limitations Of Liability And Indemnification

12.1- Warranties: KELCOM - RevolutionIP and its affiliates, directors, employees and agents provide the Service 'AS IS' and make no warranties of any kind, express or implied, including but not limited to, (i) any implied warranties of merchantability or fitness for a particular purpose of the Service or the Device, (ii) warrant that the Service will operate error-free or without failure, delay, interruption, degradation of voice quality or loss of content, data or information. Neither KELCOM - RevolutionIP nor its officers, employees, directors, shareholders, affiliates, licensors, agents, partners, suppliers, content provider, suppliers, or any other service provider or vendor who furnishes services or products to the Customer in connection with this Agreement or the Service will be liable for unauthorized access to KELCOM - RevolutionIP's or the Customer's transmission facilities or premises equipment or for unauthorized access to, or alteration, theft or destruction of, the Customer's data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of KELCOM - RevolutionIP's or its service provider's or vendors' negligence. Statements and descriptions concerning the Service or Device, if any, by KELCOM - RevolutionIP or KELCOM - RevolutionIP's agents or installers are informational and are not given as a warranty or representation of any kind.

12.2- Limitation of Liability: The parties agree that under no circumstances shall KELCOM - RevolutionIP, its officers, employees, directors, shareholders, affiliates, licensors, agents, partners, content provider, suppliers or any other service provider who furnishes services or products to the Customer in connection with this Agreement or the Service be liable to you or any other person, for any actual direct, indirect, consequential, special, incidental, punitive or exemplary damages or for any other damages whatsoever, including but not limited to loss of data, loss of revenue or profits of any kind or nature, regardless of the foreseeability thereof arising out of the provision of the Service or in any way arising out of this Agreement whether resulting from (i) the Customer's use of Service (ii) mistakes, omissions, interruptions, loss, theft or deletions of files, errors, defects, delays in operation or transmission, or (iii) any failure of performance or otherwise in connection with the Service or this Agreement or arising out of or in connection with the use or inability to use the Service, including inability to dial 911 or to access emergency service personnel through the Service; degradation of quality of Service, failure of Device, mistakes, omissions, interruptions, or defects in equipment, force majeure events such as (but not limited to) acts of god, strikes; fire, war, riot, government actions, that is caused by any reason. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, products liability, extra-contractual liability and any and all other

PAGE 15

theories of liability and apply whether or not KELCOM - RevolutionIP was informed of the likelihood of any particular type of damages.

12.3- Indemnification: The Customer agrees to defend, indemnify, and hold harmless KELCOM - RevolutionIP, its officers, employees, directors, shareholders, affiliates, licensors, content providers, suppliers, partners and agents and any other service provider who furnishes services or products to the Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, the Customer or any third party or user of Customer's Service (whether or not such use of the Service was expressly or impliedly permitted by the Customer), relating to this Agreement or by violation of this Agreement, the Services including but not limited to 911 dialling or the Device. This paragraph shall survive termination of this Agreement and of the Service.

12.4- No Third Party Beneficiaries: No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

12.5- Content You are liable for any and all content transmitted by or to you or users of the Services. You shall assure that your or user's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use.

12.6- Maximum Liability: Notwithstanding anything to the contrary in this Agreement, KELCOM - RevolutionIP's maximum and sole liability for damages to you for any cause whatsoever regardless of form of action, including negligence, shall not exceed an amount equal to the Service charges paid by you for the Service during the one (1) month period preceding the event which caused the damages or injury.

13- Governing Law / Resolution Of Disputes

13.1- Governing Law: This agreement and performance hereunder shall be governed by and construed solely in accordance with the laws in force in the province of Ontario, Canada, and only the courts therein shall be competent to hear any dispute.

If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement alleged by the Customer must be filed by the Customer (or the Customer's attorneys) within one (1) year after such claim or cause of action arose or the Customer shall be forever barred with respect to such claim or cause of action.

13.2- Non-Transferable: This Agreement is not transferable in any way and may not be assigned to any third party. This includes, without limitation, that neither you nor any other person may: (a) resell, rent, lease, timeshare, sublicense, or otherwise transfer all or any portion of the Services to any other party; nor (b) make commercial use of the Services except for Small Business or Enterprise VoicePath users as expressly permitted by KELCOM - RevolutionIP.

PAGE 16

13.3- No Waiver: The delay, waiver or failure of KELCOM - RevolutionIP to exercise or enforce, in any respect, any right provided for herein shall not be deemed a delay, waiver or failure by KELCOM - RevolutionIP with respect to any additional, prior or subsequent right or remedy under this Agreement or the law.

13.4- Entire Agreement: The user acknowledges that he/she/it has read this Agreement together with Schedule A and the rates posted on the KELCOM - RevolutionIP web site, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and cancels all prior proposals, understandings and all other agreements, oral, electronic and written, between the parties relating to this Agreement. KELCOM - RevolutionIP reserves the right to change the terms and conditions of this Agreement from time to time, including but not limited to rate changes, enhance, add to, delete from, modify, or discontinue all or any portion of the Service or any function or feature thereof in any manner at its sole discretion, with or without notice to, or obligation or liability of any kind to you or to any other person. Schedule A and the then- current terms and conditions for use of the Service and the selected Plan(s) as set forth on the KELCOM - RevolutionIP web site (www.RevolutionIP.com) from time to time, are an integral part of this Agreement and are incorporated into this Agreement by this reference to them.

13.5- Notice of any changes to the 'Terms of Use' shall be considered given to and received by the Customer and effective on the date posted on the KELCOM - RevolutionIP web site. Such changes shall be binding on the Customer. No amendments to this Agreement or to the terms and conditions on the KELCOM - RevolutionIP web site shall be considered valid if made unilaterally by the Customer.

13.6- Severability: If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

13.7- Authorized Representative: The person or party who authorizes the subscription to the Service or use of the Device or the Service or use of the KELCOM - RevolutionIP web site or has clicked ' I Accept' at the bottom of this Agreement shall be deemed to be a lawful representative of the Customer with requisite authority sufficient to bind the Customer.

13.8- Successors: This Agreement shall bind and endure in favour of the Customer and KELCOM - RevolutionIP as well as each of their respective heirs, successors, assigns, executors and legal representatives.

13.9- Click Agreement: If you agree with and accept each and every aforementioned term and condition click ' I Accept' below which will indicate your binding commitment to respect this Agreement and to subscribe for the Service inclusive of the selected Plan you have identified above. Your use of the Service shall be in lieu of you clicking ' I Accept'.

PART II: KELCOM.NET INTERNET SERVICES TERMS AND CONDITIONS

PAGE 17

For the purpose of this agreement:

“Affiliate” means a corporation controlled by or under common control with KELCOM.NET - REVOLUTIONIP INC.

“Customer” means a Person who has:

1. Requested or been furnished with the Service or other communications services from or by KELCOM.NET - REVOLUTIONIP INC, an Affiliate or their respective employees, agents or dealers;
2. Obtained installation, of any other form of service or equipment from KELCOM.NET - REVOLUTIONIP INC, an affiliate or their respective employees, agents, dealers subcontractors or suppliers, and includes a User who has signed the preceding page of this form.

“Person” includes a partnership, firm, body corporate or politic, government or department or agency thereof and the legal representatives of such person.

“Service” means data transmission and communication service furnished by KELCOM.NET - REVOLUTIONIP INC.

“User” means a Person who uses the service or other communications services furnished by KELCOM.NET - REVOLUTIONIP INC or their respective employees, agents, dealers, subcontractors or suppliers whether or not that Person is a Customer.

SUBSCRIPTION

1. Upon acceptance of this agreement by KELCOM.NET - REVOLUTIONIP INC, this agreement shall constitute a subscription by the Customer for the Service.
2. The Customer warrants and agrees that it is and will be the end user of the Service.

RULES AND REGULATIONS

The Customer agrees to abide by all the rules and regulations governing the use of the Service that may be issued or adopted by KELCOM.NET - REVOLUTIONIP INC from time to time and furnished to the Customer relating to the provision of the Service.

We do not allow unapproved bots, auto diallers, scripts executables and bulk E-mailing or soliciting. Accounts are not considered active until the user logs on the first time. If the user logs on and activates the account, the account becomes non-refundable for the duration of the term.

Internet service includes unlimited connectivity and bandwidth usage. However, KELCOM reserves the right of temporary or permanent suspension of any account suspected to be used for file sharing, unattended server hosting, spamming or data attacks, whether knowingly or unknowingly. KELCOM also reserves the right to suspend any account causing the damage to our network infrastructure.

PAGE 18

RATE AND CHARGES

4.(A) The Customer agrees to pay KELCOM.NET - REVOLUTIONIP INC for the use of the Service at the time and in the amount specified herein.

(B) The Customer agrees to pay KELCOM.NET - REVOLUTIONIP INC for any message toll charges or other network service charges incurred by the Customer in using the Service to make long distance calls or to access the services of other communications or telecommunications carriers, bulletin board services or other information providers who change a tariff for their products and or services.

(C) All repurchased usage and setup fees are non-refundable.

(D) Unused connection time during any monthly period cannot be transferred to any other months.

(F) Accounts found to be 30 days overdue will be charged 3% late payment processing fee every 30 days until account is paid to date.

CHANGES IN RATES AND OTHER TERMS

5. In the case of a Term Plan, KELCOM.NET - REVOLUTIONIP INC may, upon notice to the Customer directed to the address on the previous page herein, change or modify any rates, charges or other fees in connection with the Service including the rates for connection time and monthly service charges. In the case of any other KELCOM.NET - REVOLUTIONIP INC Price Plan, KELCOM.NET - REVOLUTIONIP INC reserves the right to, upon notice to the Customer directed to the address on the previous page herein, change or modify any of its rates, charges or other fees and any other terms and conditions applicable in connection with the Service. Such changes or modified terms and conditions shall be deemed to be contained herein.

LIMITATION OF LIABILITY

6. (A) KELCOM.NET - REVOLUTIONIP INC DOES NOT WARRANT:

(I) UNINTERRUPTED WORKING OF THE SERVICE OR OTHER COMMUNICATIONS TRANSMISSIONS SERVICES, EQUIPMENT OR SOFTWARE PROVIDED, RENTED OR SOLD BY KELCOM.NET - REVOLUTIONIP INC, ANY OF ITS AFFILIATES OR ITS OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR DEALERS;

(II) UNINTERRUPTED WORKING OF THE TRANSMISSION SERVICES OR EQUIPMENT OF ANY OTHER COMMUNICATIONS OR TELEPHONE COMPANY, CARRIER OR SYSTEM WHOSE SERVICES OR EQUIPMENT ARE UTILIZED BY KELCOM.NET - REVOLUTIONIP INC, ANY OF ITS AFFILIATES OR BY ANY CUSTOMER OR USER IN CONNECTION WITH THE SERVICE; OR

(III) THE PRIVACY OF ANY COMMUNICATIONS RELYING IN WHOLE OR IN PART ON THE SERVICE OR OTHER COMMUNICATIONS TRANSMISSIONS SERVICE OR EQUIPMENT PROVIDED, RENTED OR SOLD BY KELCOM.NET - REVOLUTIONIP INC ANY OF ITS

PAGE 19

AFFILIATES OR ITS OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR DEALERS, OR ON THE TRANSMISSION SERVICES OR EQUIPMENT OF ANY OTHER TELECOMMUNICATIONS OR TELEPHONE COMPANY. CARRIER OR SYSTEM WHOSE SERVICES OR EQUIPMENT ARE UTILIZED BY KELCOM.NET - REVOLUTIONIP INC, ANY OF ITS AFFILIATES OR BY ANY CUSTOMER OR USER IN CONNECTION WITH THE SERVICE; AND NO SUCH WARRANTY OR CONDITION, WHETHER EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, SHALL FORM A TERM OR CONDITION UPON AND UNDER WHICH KELCOM.NET - REVOLUTIONIP INC, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR DEALERS OFFER SUCH TRANSMISSION SERVICE OR EQUIPMENT TO ANY OTHER PERSON.

(B) KELCOM.NET - REVOLUTIONIP INC ITS AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DEALERS AND SUBCONTRACTORS (IT BEING ACKNOWLEDGED BY EACH OF THE PARTIES THAT FOR THE PURPOSES OF THIS PARAGRAPH 6 AND PARAGRAPH 14 BELOW ONLY KELCOM.NET - REVOLUTIONIP INC IS CONTRACTING ON ITS OWN BEHALF AND AS AGENT ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DEALERS AND SUBCONTRACTORS) SHALL NOT BE LIABLE TO ANY CUSTOMER, USER OR ANY OTHER PERSON FOR ANY DAMAGES OR LOSS WHATSOEVER (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF EARNINGS, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF FINANCIAL SUPPORT, LOSS OF FAMILY, PERSONAL INJURY, MENTAL SUFFERING OR LOSS OF LIFE), HOWSOEVER ARISING OR RESULTING OUT OF THE PROVISION OR THE USE OF OR IN CONNECTION WITH THE SERVICE OR TELECOMMUNICATIONS TRANSMISSION SERVICE OR OUT OF THE USE OR INSTALLATION OF EQUIPMENT OR SOFTWARE PROVIDED, RENTED, SOLD OR INSTALLED BY KELCOM.NET - REVOLUTIONIP INC, ANY OF ITS AFFILIATES OR ITS OR THEIR RESPECTIVE EMPLOYEES, AGENTS, DEALERS OR SUBCONTRACTORS INCLUDING, WITHOUT LIMITATION FROM: DEFECTS, MALFUNCTIONS OR COMPLETE BREAKDOWNS IN TRANSMISSION EQUIPMENT OR FACILITIES: ELECTRICAL SHOCKS, BURNS, FIRES OR EXPLOSIONS CAUSED BY MALFUNCTION TRANSMISSION EQUIPMENT OR FACILITIES; MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS, OR COMPLETE BREAKDOWN IN TRANSMISSION; INCORRECT INSTALLATION OR OPERATION OF TRANSMISSION EQUIPMENT OR FACILITIES; OR FROM NEGLIGENT, TORTUOUS OR DELICTUAL CONDUCT OF KELCOM.NET - REVOLUTIONIP INC, ANY OF ITS AFFILIATES OR ITS OR THEIR RESPECTIVE EMPLOYEES, AGENTS, DEALERS, SUBCONTRACTORS, SUPPLIERS OR MANUFACTURES, OR ANY OTHER ACT OR OMISSION WHICH MIGHT GIVE RISE TO A CIVIL CAUSE OF ACTION.

(C) IF AN INTERRUPTION OR COMPLETE FAILURE OF KELCOM.NET - REVOLUTIONIP INC OR AN AFFILIATES TRANSMISSION SERVICES SHALL OCCUR THAT RESULTS IN AN INTERRUPTION OR COMPLETE FAILURE OF THE SERVICE OR OTHER TELECOMMUNICATIONS TRANSMISSION SERVICE THAT KELCOM.NET - REVOLUTIONIP INC OR AN AFFILIATE PROVIDES TO THE CUSTOMER, KELCOM.NET - REVOLUTIONIP INC (OR ITS AFFILIATE) SHALL:

(I) IN THE CASE OF SUCH AN INTERRUPTION TO OR FAILURE OF TRANSMISSION SERVICES LASTING 24 HOURS OR MORE FROM THE TIME KELCOM.NET - REVOLUTIONIP INC IS ADVISED OF THE INTERRUPTION OR FAILURE, MAKE A REFUND OF CHARGES PROPORTIONATE TO THE LENGTH OF THE INTERRUPTION OR FAILURE OF SERVICE; AND

PAGE 20

(II) IN THE CASE OF INTERRUPTION TO OR FAILURE OF MESSAGE SERVICE. MAKE A REFUND OF CHARGES, COMPUTED FROM THE TIME THAT KELCOM.NET - REVOLUTIONIP INC IS ADVISED OF THE INTERRUPTION OR FAILURE; PROVIDED HOWEVER THERE UNDERTAKINGS REPRESENT THE SOLE EXTENT OF LIABILITY OF KELCOM.NET - REVOLUTIONIP INC, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DEALERS AND SUBCONTRACTORS.

7. The limitations of liability set forth in paragraph 6 hereof apply equally to data, voice and other telecommunications transmission services provided to the Customer by any other Internet service operator pursuant to any agreement entered into by KELCOM.NET - REVOLUTIONIP INC and such other Internet communications service operator. In this regard, paragraph 6 is to be read as if every reference to “KELCOM.NET - REVOLUTIONIP INC” includes a reference to such other data communications service operator (it being acknowledged by each of the parties that for the purpose of this paragraph only KELCOM.NET - REVOLUTIONIP INC is contracting as agent on behalf of such other Internet service operator(s)).

RENEWAL AND TERMINATION OF PRICE PLANS OTHER THAN TERM PLANS

8. If the KELCOM.NET - REVOLUTIONIP INC Price Plan selected by the Customer is not a Term Plan:

(A) This agreement shall automatically renew for successive monthly terms on the expiry of the initial and each successive monthly term; unless the Customer or KELCOM.NET - REVOLUTIONIP INC gives the other notice in writing of termination as hereinafter provided.

(B) If the Customer should fail to pay for the use of the Service or fail to pay any other amount owed to KELCOM.NET - REVOLUTIONIP INC at the times and the amounts specified. KELCOM.NET - REVOLUTIONIP INC may terminate provision of the Service (or any portion thereof) to the Customer without notice to the Customer.

(C) This agreement may be terminated by either party hereto upon 30 days notice in writing except in cases where longer term is agreed upon in writing, or in cases where such notice is not permissible due to rules and regulations issued by the CRTC. In the case of the Customer, notice shall be directed to the address on the previous page herein.

(D) Notwithstanding the termination hereof, the Customer agrees to pay all charges to KELCOM.NET - REVOLUTIONIP INC at the date of termination on accordance with this agreement.

TERMINATION OF TERM PLAN

9. (A) If an event of default (as defined below) occurs under a Term Plan, KELCOM.NET - REVOLUTIONIP INC, in its absolute discretion, may terminate provision of the Service to the Customer and this agreement. If the Guide requires the Customer to pay KELCOM.NET - REVOLUTIONIP INC a specified amount as a genuine pre-estimate of liquidated damages in the event of early termination of this agreement by KELCOM.NET - REVOLUTIONIP INC as a result of the occurrence of an event of default, or by the Customer for any reason, the

PAGE 21

Customer shall pay such amount to KELCOM.NET - REVOLUTIONIP INC within 21 days of written notice to the Customer requiring it to do so, directed to the address on the previous page herein. The Customer shall pay any costs incurred by KELCOM.NET - REVOLUTIONIP INC to recover such amount and any other amounts due hereunder, including legal fees.

(B) For the purpose of Term Plan, the occurrence of any one of the following shall constitute an event of default:

(i) failure by the Customer to pay all required charges and taxes to KELCOM.NET - REVOLUTIONIP INC within 5 days of the due date thereof as specified in KELCOM.NET - REVOLUTIONIP INC's monthly statement to the customer;

(ii) failure to the Customer to remain a KELCOM.NET - REVOLUTIONIP INC subscriber for any reason;

(iii) breach of this agreement by the Customer;

(iv) the Customer having recourse or being subject to any statute respecting bankruptcy, insolvency or winding up.

SURVIVAL

10. The limitations on liability in paragraph 6, 7 and 14 hereof and the Customers obligations in subparagraph 8(D) and 9(A) shall survive the expiry or other termination of this agreement.

COMPLETE AGREEMENT

12. The Customer acknowledges that there are no other terms and conditions of this agreement except as are expressly contained or deemed to be contained herein or expressly incorporated herein by reference.

GOVERNING LAW

13. The agreement shall be governed by and construed in accordance with the laws applicable in the province in which the Customer's designated billing address is situate, as identified on the previous page herein.

LANGUAGE (APPLICABLE ONLY TO THE PROVINCE OF QUEBEC)

14 The parties hereto have required that this agreement and all transactions, documents or notices resulting there from or ancillary thereto be drawn up in the English language. Les parties aux presentes ont demande que ce contrat et tous les documents, transactions ou avis en resultant ou y etant assujettis soient rediges en langue anglaise.

EQUIPMENT

PAGE 22

15. The Customer acknowledges and agrees that the only warranty applicable to any equipment being purchased pursuant to this agreement is that written limited warranty supplied by the manufacturer or as specified between the Customer and a specified insurance carrier via separate agreement. THERE IS NO WARRANTY OR CONDITION, WHETHER EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, PROVIDED BY KELCOM.NET - REVOLUTIONIP INC OR ITS AFFILIATES TO THE CUSTOMER WITH RESPECT TO ANY EQUIPMENT PURCHASED PURSUANT TO THIS AGREEMENT.

CHANGE

16. The Customer may, subject to KELCOM.NET - REVOLUTIONIP INC's approval, change to another KELCOM.NET - REVOLUTIONIP INC Price Plan.

CRTC

17. KELCOM.NET - REVOLUTIONIP INC's rates and charges are subject to approval from time to time by the Canadian Radio-television and Telecommunications Commission (the "CRTC"). Notwithstanding anything to the contrary herein contained, KELCOM.NET - REVOLUTIONIP INC may also terminate provision of Service to the Customer and this agreement without notice to the Customer if the performance of this agreement would result in non-compliance with any applicable statute or regulation or the regulations or requirements of the CRTC or other regulatory authority having jurisdiction.

MISCELLANEOUS

18. Time is of the essence with respect to this agreement and no waiver by KELCOM.NET - REVOLUTIONIP INC of any default shall constitute a waiver of any other default by the Customer or waiver of KELCOM.NET - REVOLUTIONIP INC's rights. Except as provided herein, this agreement may not be amended except as writing and shall be binding upon and ensure to benefit of the parties hereto, their permitted successors and assigns. Any provision of this agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition of enforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The Customer acknowledges and agrees that clerical errors shall not affect the validity of this agreement and KELCOM.NET - REVOLUTIONIP INC shall be entitled to unilaterally correct the same.