



TERMS OF SERVICE - SMALL BUSINESS

These Terms of Service (as revised from time to time by Allstream upon written notice to the Customer) apply to Allstream's provision of and the Customer's use of the Services under the Agreement.

A current copy of Allstream's Terms of Service is available upon request or at www.allstream.com/smallbusiness.

1.0 DEFINITIONS

"Affiliate" of a party means any entity which controls, is under common control with, or is controlled by, that party.

"Agreement" means these Terms of Service, any applicable Service Schedule or any other written agreement between Allstream and the Customer regarding the Services and includes the DNS Terms of Service available upon request or at www.allstream.com/smallbusiness.

"Allstream" means MTS Allstream Inc., or any of its Affiliates that MTS Allstream Inc. authorises to offer any Service or part of any Service. For the purposes of Sections 9, 10 and 11, "Allstream" shall include MTS Allstream Inc., its Affiliates, and their respective employees, directors, officers, agents, representatives, subcontractors and suppliers.

"Charges" means the rates and charges for the applicable Service Schedule.

"Claims" means any claim, demand, liability, damage, loss, suit, action, investigation, proceeding or cause of action and all related costs and expenses (which shall include, without limitation, legal fees and expenses, including those fees and expenses of counsel incurred in connection with any claim, demand, liability, damage, loss, suit, action, investigation, proceeding or cause of action between Allstream and the Customer or Allstream and a third party or otherwise).

"Confidential Information" means either party's confidential technical and business information, including without limitation, information relating to inventions or software, research and development, future product specifications, engineering processes, network architecture, costs, profit or margin information, customer or prospective customer information, and marketing and business plans. "Confidential Information" does not include information which: (a) is or becomes publicly known otherwise than by reason of a breach of the Agreement; (b) has been independently developed outside the scope of the Agreement and without reference to or knowledge of the other party's Confidential Information; (c) is previously known to a party free of any obligation to keep it confidential; or (d) is required to be disclosed pursuant to subpoena, court order, or other governmental or legal process, whereupon the receiving party shall provide prompt written notice to the disclosing party prior to such disclosure, so that the disclosing party may seek a protective order or other available relief.

"Content" means information made available, displayed or transmitted in connection with a Service including, among other things, all trade-marks and domain names as well as the contents of any bulletin boards or chat forums, and all updates, upgrades, modifications and other versions of any of the foregoing. It also includes information made available by means of an HTML "hot link", a third party posting or similar means.

"Customer" means the company or other corporate entity or organisation whose name appears on the Agreement as the recipient of the Services. For the purposes of Sections 9, 10 and 11, "Customer" shall include the Customer, its Affiliates and their respective employees, directors, officers, agents and representatives.

"Customer Location" means the Customer's business address or location for the purposes of Service delivery.

"DNS Terms of Service" means Allstream's terms of service governing the provision by Allstream of Domain Name and Management Services ("DNS").

"Facilities" means any facilities, equipment, or software provided in connection with Allstream's delivery of the Services or the Customer's use of the Services.

"Force Majeure Event" means any event beyond the reasonable control of a party.

"Maintenance Activities" has the meaning set out in Section 6.5.

"Personal Information" is information about an identifiable individual that is recorded in any form, but does not include aggregated information that cannot be associated with a specific individual.

"Service Schedule" means Allstream's standard service schedule issued for each Service or Service bundle that the Customer asks Allstream to provide under the Agreement.

"Services" or **"Service"** means any product and/or service provided by Allstream to the Customer under the Agreement, and does not include the provision of any non-forborne or regulated services.

"Term" means each month during which the Customer obtains services under this Agreement, commencing on the day that Allstream accepts the Customer's initial order for Service(s).

"User" means any person the Customer permits to access or use the Services.

2.0 ORDERING

2.1 The Customer may request Services at any time by executing a Service Schedule, placing an online order, or placing a phone order ("Order"). Each Order will be effective only when accepted by Allstream in writing or provisioned by Allstream, and will be governed by these Terms of Service, the DNS Terms of Service and any other written agreement between the parties regarding the Order.

3.0 ALLSTREAM RESPONSIBILITIES

3.1 Allstream will provide the Services to the Customer in a professional and workmanlike manner, consistent with industry standards applicable to such Services, and in accordance with the applicable Service Schedule: (a) where applicable services and technology exist; (b) where the Services continue to be an Allstream supported service; and (c) where Allstream is permitted by law to provide the Services.

4.0 CUSTOMER RESPONSIBILITIES

4.1 Unless otherwise expressly provided in the Agreement, the Customer will not resell the Services (or otherwise make the Services available to third parties for value).

4.2 The Customer and Users will co-operate with Allstream to provide and maintain the Services. This includes, among other things, providing and maintaining the Customer Locations (including supplying power and other utilities) and Customer Facilities in accordance with any specifications that may be provided by Allstream to the Customer.

4.3 The Customer shall be responsible for Customer's and User's use of the Services and Content. The Customer's and Users' use of the Services and Content will comply with the Agreement, all applicable laws, regulations and written and electronic instructions for use, including Allstream's Internet Usage Policy and the terms applicable to DNS available at www.allstream.com/smallbusiness, and will not interfere with any Allstream Facilities or Allstream's ability to provide the Services to the Customer or others. Unless otherwise required

by law or regulatory authority, if Customer's or User's use of the Services interferes with any Allstream Facilities or Allstream's ability to provide the Services to the Customer or others, or if Allstream suspects or receives notice (followed by reasonable investigation) that the Customer's or Users' use of the Services or Content may violate any laws or regulations, Allstream may: (a) suspend the affected Service if such use interferes with any Allstream Facilities or Allstream's ability to provide the Services to others; or (b) (if the interference or violation is not remedied or capable of remedy within 24 hours of Allstream's notice to the Customer) terminate the Agreement or the affected Service or Service Schedule, suspend the affected Service, and/or remove or require the Customer to remove the Customer's or Users' Content from the Services. Allstream's actions or inaction under this section will not constitute review or approval of the Customer's or Users' use of the Services or Content. Allstream will use reasonable efforts to provide notice to the Customer before taking action under this section.

5.0 CHARGES AND BILLING

5.1 Unless otherwise agreed to by the parties in writing, Charges for each Service will begin to accrue upon the provision of such Service. The Charges will remain in effect for each month that the Service is provided to the Customer unless Allstream provides written notice to the Customer that the Charges will be amended. Notwithstanding the foregoing, third party charges incurred by Allstream in connection with the Services are subject to change and Allstream reserves the right to pass on these charges to the Customer.

5.2 The Customer will pay all monthly recurring Charges in advance and all other Charges monthly in arrears. All Charges shall be payable when due as shown on the applicable invoice, and shall be exclusive of any value added tax, goods and services tax, or other transaction or indirect tax, fee or surcharge (collectively, the "Taxes") that may apply, including any related interest, penalty or similar charge. The Customer will pay any and all Taxes that apply to the Services.

5.3 If the Customer is late in making any payment, or if the Customer's bank returns any payment, the Customer will reimburse Allstream for any reasonable collection costs Allstream incurs. The Customer will pay interest on any late payments of 18% per annum or such other rate generally charged by Allstream to its customers who are delinquent in their payments.

5.4 The Customer will pay for any reasonable costs that Allstream incurs to restore a suspended Service, if the suspension results from the Customer's failure to comply with the Agreement.

5.5 In the event that the Customer requests provision of the Services at a Customer location to which Allstream does not have existing facilities and a special build, lease of third party facilities or other special arrangement is required in order to accommodate the request (a "Special Build"), the Customer shall pay Allstream the actual cost of the Special Build. Prior to commencing a Special Build, Allstream shall provide an estimate of the cost of the Special Build and obtain the Customer's written approval of the Special Build.

5.6 The Customer will review the Customer's invoices and inform Allstream promptly in writing of any errors, omissions or irregularities. The Customer will promptly pay the undisputed portion of any invoice. If the Customer disputes a portion of an invoice, the Customer will give Allstream written notice within six (6) months of the invoice date, otherwise the Customer will be considered to have accepted the accuracy and validity of the invoice.

5.7 Unless there has been deception by the Customer regarding a Charge, the Customer will only be responsible for paying a previously unbilled or underbilled Charge where it is correctly billed within a period of six (6) months from the date it was incurred.

5.8 If at any time during the Term of the Agreement there is an adverse change in the Customer's financial position, business prospects or payment history, Allstream may require that the Customer provide Allstream with a security deposit or increase the amount of a security deposit, as the case may be, as security for the full and faithful performance of the Customer of the terms, conditions and covenants of the Agreement. In the event that the Customer does not comply with Allstream's requirements, Allstream reserves the right to suspend Services without further notice until Allstream's requirements are met. The Customer agrees and acknowledges that Allstream may conduct any credit enquiries necessary to review the Customer's payment history.

6.0 FACILITIES

6.1 Each party will continue to own its respective Facilities. Neither the Customer nor Allstream will create any liens or encumbrances on the other party's Facilities.

6.2 The Customer will not make any change or repair to Allstream's Facilities, connect any of the Customer's Facilities to Allstream's Facilities, or allow access to Allstream's Facilities without Allstream's prior written permission. As long as the provision of the Services are not impaired, Allstream can, without notice to the Customer, move the Services to Allstream's Facilities, or to a new technology.

6.3 The Customer shall be responsible for the security of and any loss or damage to Allstream Facilities located on the Customer's (or Users) premises, reasonable wear and tear excepted.

6.4 Allstream grants the Customer a personal, non-transferable and non-exclusive licence to use, in object code form, any software provided by Allstream under the Agreement, but only if: (a) the Customer uses the software solely in connection with the Services and in accordance with the applicable written and electronic documentation ("Documentation"); (b) the Customer does not reverse engineer the software to derive its source code; (c) the Customer does not copy or download the software, except as permitted in the Documentation; and (d) the Customer complies with any additional terms and conditions that are provided with any third-party software.

6.5 Allstream can make any routine or unscheduled maintenance, inspections, tests, repairs and adjustments ("Maintenance Activities") necessary to investigate, modify, repair or maintain the installation or operation of Allstream's Facilities or the Customer's Facilities managed by Allstream and located on Allstream's premises. Allstream will give the Customer reasonable notice of any such Maintenance Activities that may impact Service, except in cases of emergency.

6.6 Upon reasonable notice to the Customer, the Customer will provide timely access to Allstream to any of the Customer's Facilities located on the Customer's (or Users) premises that Allstream may need for Allstream's Maintenance Activities. Allstream shall not be liable for any resulting Service problem in the event that the Customer does not provide such timely access.

6.7 Upon the expiration or termination of the Agreement, the Customer will provide Allstream with access to the Customer's Facilities to allow removal of Allstream's Facilities.

7.0 TERM & TERMINATION

7.1 Term

7.1.1 Unless otherwise stated in the Agreement, the first day of each monthly Term for each Service Schedule will begin on the date the Service Schedule is signed or otherwise accepted by Allstream. The Services will be provided pursuant to this Agreement and the terms set out in the applicable Service Schedule(s).

7.1.2. As this is a month-to-month agreement, it will auto-renew for successive periods equal to one month unless either party gives the other party 30 days prior written notice of termination.

7.2 Termination for Cause

7.2.1 Allstream may terminate the Agreement or the applicable Service in accordance with Section 4.3.

7.2.2 If either party breaches any material term or condition of the Agreement and the breach cannot be remedied within 30 days after receipt of written notice, the other party may terminate the Agreement or the affected Service or Service Schedule for cause. Either party can terminate the Agreement immediately if: (a) the other party breaches its obligations under Section 8 (Confidential Information) or Section 13.2 (publicity and trade-marks); (b) any proceeding under bankruptcy, creditor protection or similar law is commenced against the other party; or (c) a receiver is appointed for the other party.

7.3 Termination Charge

7.3.1 Unless otherwise expressly provided in the applicable Service Schedule, if the Customer terminates the Agreement without cause and without providing a minimum 30 days notice, or if Allstream terminates the Agreement with cause, the Customer will pay Allstream an amount equal to the aggregate dollar value of the Services that the Customer has ordered from Allstream for one month, plus any amounts due for Services provided to the date of termination.

7.3.2 If the Customer cancels or delays a request for any Service after installation work has started, but before such Service is provisioned the Customer will pay a one-time installation charge ("Installation Charge") to cover Allstream's reasonable costs (including without limitation, third party costs or costs incurred by Allstream for Special Builds) of installing and/or provisioning such Service.

7.3.3 The Customer acknowledges that any termination charges payable under this section are a realistic pre-estimate of the damages that Allstream will suffer for the termination.

7.3.4 The Customer will pay all undisputed Charges incurred up to the effective date of termination of any Service or the Agreement (including, without limitation, any amounts owing for Special Builds).

7.3.5 Unless otherwise stated in the Agreement, each party will provide the other party with thirty (30) days prior written notice of termination of any Service or the Agreement failing which the termination provisions set out in Section 7.3.1 shall apply.

8.0 CONFIDENTIAL INFORMATION

8.1 Each party will keep confidential for three years after disclosure the disclosing party's Confidential Information (except software will be kept confidential for an indefinite period), using at least the same precautions the receiving party uses to safeguard its own confidential or proprietary information.

8.2 Each party will use the disclosing party's Confidential Information solely to fulfil its obligations under the Agreement. In the case of Allstream, this includes the ability to monitor and record the Customer's transmissions in order to detect fraud, check quality, confirm compliance with the Agreement, and to operate, maintain and repair the Services.

8.3 Neither party will disclose the disclosing party's Confidential Information, except to: (a) employees, agents, contractors and Affiliates on a need-to-know basis, provided that such agents, contractors and Affiliates are not direct competitors of the disclosing party and agree in writing to use and disclosure restrictions as restrictive as those contained in this section; or (b) to the extent required by law, with prior advance written notice.

8.4 Unless the Customer consents in writing or disclosure is made pursuant to a legal requirement, all information held by Allstream regarding the Customer, other than the Customer's name, address, listed telephone number, domain name or "IP" number, may not be disclosed to anyone other than (a) a person who (in Allstream's reasonable judgement) is seeking the information as the Customer's agent, (b) another telecommunications service provider for the purpose of the efficient and cost-effective provision of telecommunications services, (c) a company involved in supplying the Customer with telephone or telephone directory related services, or Internet or Internet directory related services, or (d) an agent retained by Allstream in the collection of the Customer's account, provided disclosure is made on a confidential basis and the information is required for, and is to be used only for, the stated purpose.

8.5 Allstream will only use Personal Information that Allstream collects in accordance with the principles in Allstream's Privacy Policy, a current copy of which is available at www.allstream.com or upon request.

9.0 LIMITATIONS OF LIABILITY

9.1 For the purposes of all exclusive remedies, indemnities and limitations of liability in the Agreement: (a) "Allstream" will include MTS Allstream Inc. and its Affiliates, and their respective employees, directors, officers, agents, representatives, subcontractors, interconnection service providers and suppliers; and (b) "Customer" will include the Customer, the Customer's Affiliates and Users, and their respective employees, directors, officers, agents, and representatives.

9.2 THE ENTIRE LIABILITY THAT EITHER PARTY WILL HAVE TO THE OTHER PARTY, AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, FOR ANY CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR OBLIGATIONS UNDER THE AGREEMENT SHALL BE:

9.2.1 FOR BREACH OF CONFIDENTIAL INFORMATION OBLIGATIONS OR SOFTWARE LICENSE OBLIGATIONS, FOR BODILY INJURY OR DEATH TO ANY PERSON OR REAL OR TANGIBLE PROPERTY DAMAGE CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT, LIMITED TO PROVEN DIRECT DAMAGES;

9.2.2 FOR DAMAGES OTHER THAN THOSE DESCRIBED IN 9.2.1 ABOVE AND NOT EXCLUDED UNDER THE AGREEMENT, THE LIABILITY OF EACH PARTY IS LIMITED TO PROVEN DIRECT DAMAGES OF THE OTHER PARTY, NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) AN AMOUNT EQUAL TO THE AMOUNT PAYABLE BY THE CUSTOMER FOR THE AFFECTED SERVICE DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS DOES NOT LIMIT THE CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THE AGREEMENT; AND

9.2.3 FOR ERRORS AND OMISSIONS IN DIRECTORY LISTINGS, A REFUND OR CREDIT OF ANY CHARGES ASSOCIATED WITH SUCH LISTINGS FOR THE PERIOD DURING WHICH THE ERROR OR OMISSION OCCURRED.

9.3 NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS.

9.4 ALLSTREAM WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: (A) FACILITIES, EQUIPMENT, SOFTWARE, APPLICATIONS, SERVICES, OR CONTENT PROVIDED BY THE CUSTOMER, USERS OR THIRD PARTIES; (B) SERVICE INTERRUPTIONS, DEGRADATION, ERRORS, DELAYS OR DEFECTS IN TRANSMISSION; (C) UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF THE CUSTOMER'S, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS BY ANY MEANS (INCLUDING WITHOUT LIMITATION VIRUSES); OR (D) ANY ACT OR OMISSION OF THE CUSTOMER, USERS OR THIRD PARTIES.

9.5 THE LIMITATIONS OF LIABILITY IN THE AGREEMENT WILL APPLY: (A) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE; AND (B) WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THE AGREEMENT.

9.6 NEITHER PARTY WILL BE LIABLE FOR A FORCE MAJEURE EVENT, EXCEPT THAT THE CUSTOMER'S OBLIGATION TO PAY FOR CHARGES INCURRED FOR SERVICES RECEIVED BY THE CUSTOMER SHALL NOT BE EXCUSED.

10.0 WARRANTIES

10.1. UNLESS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ALLSTREAM MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES REGARDING ANY SERVICE, PRODUCT OR FACILITIES PROVIDED BY ALLSTREAM TO THE CUSTOMER (INCLUDING WITHOUT LIMITATION, THOSE RELATING TO: (A) NETWORK TRANSMISSION CAPACITY; (B) WHETHER DATA WILL BE TRANSMITTED IN AN UNCORRUPTED FORM; (C) THE SECURITY OF ANY TRANSMISSION OR NETWORK; (D) THE FAULT TOLERANCE OF THE SERVICE; OR (E) THE RELIABILITY OR COMPATIBILITY OF THE FACILITIES, EQUIPMENT OR SOFTWARE OF THIRD PARTIES WHICH MAY BE UTILIZED BY ALLSTREAM IN PROVIDING, OR BY THE CUSTOMER IN USING, THE SERVICE), WHETHER EXPRESS OR IMPLIED IN LAW OR IN FACT.

11.0 INDEMNITY

11.1 The Customer will indemnify and hold Allstream harmless against any and all Claims relating to: (a) the Customer's (or Users') unlawful use of the Services, Allstream's Facilities or the Customer's Facilities; (b) property damage, personal injury or death Claims caused by the gross negligence or willful conduct of the Customer (or Users); (c) breach of the Customer's (or Users') obligations hereunder; and (d) the Customer's (or Users') Content.

12.0 REGULATORY REQUIREMENT

12.1 If the Federal Communications Commission, the Canadian Radio-television and Telecommunications Commission ("CRTC"), a foreign or state regulatory body, or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of materially increasing the cost to provide the Services or cancelling, changing, or superseding any material term or provision of the Agreement (collectively "Regulatory Requirement"), then the Agreement shall be deemed modified in such a way as the parties mutually agree is consistent with the form, intent and purpose of the Agreement and is necessary to comply with such Regulatory Requirement. In the event that any Service becomes subject to a tariff imposed by the CRTC, the parties agree to adjust the Charges in order to meet the tariff rate. In addition, the parties acknowledge and agree that the terms and conditions contained or incorporated by reference in such tariff will, to the extent of any conflict or inconsistency, prevail over any provision of the Agreement.

13.0 GENERAL PROVISIONS

13.1 The Customer is not entitled to property rights in dial numbers, and in some cases, "IP" numbers or domain names assigned to the Customer. Allstream may change any numbers or domain names assigned to the Customer, if Allstream is required to do so by any legal or regulatory authority or other service provider.

13.2 No public statements or announcements can be made about the Agreement without each party's prior mutual consent. Neither party will use the other party's trade names, logos, or trademarks (collectively "Marks") without the other party's prior written consent. This written consent can be revoked at any time.

13.3.1 From time to time, circumstances may require that Allstream change these Terms of Service, including changes to the Charges. The Customer agrees to accept and shall be bound by all such changes and Allstream shall endeavour to provide the Customer with 30 days notice of such changes, or such other period of notice as is practicable under the circumstances of the change.

13.3.2 Any indulgence of a breach by the Customer of these Terms of Service, or forbearance of the Customer's obligations under this Agreement, by Allstream, will not operate as a waiver of any breach or obligation of the Customer under this Agreement.

13.4 The Customer may not assign the Agreement without Allstream's prior written consent, which consent will not be unreasonably withheld or delayed.

13.5 If any portion of the Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.

13.6 Any legal action arising in connection with the Agreement must be brought within two (2) years after the cause of action arises.

13.7 Any notices to the other party will be in writing and either mailed by certified or registered mail, sent by express courier or hand delivered and addressed to the billing address for the Customer or such other address that the Customer indicates in writing and unless otherwise provided in writing, all notices to Allstream shall be directed to: 200 Wellington Street West, Toronto, Ontario, M5V 3G2, Attention: Customer Care, Small Business.

13.8 The laws in effect in Ontario will apply to the Agreement. The parties agree that jurisdiction and venue in the courts of Ontario is appropriate, and that any legal proceedings will be brought only in Ontario.

13.9 All dollar amounts referred to in this Agreement are in lawful money of Canada unless expressly indicated otherwise.

13.10 The parties' obligations, which by their nature would continue beyond the termination or expiration of the Agreement or any Service Schedule, including but not limited to, obligations regarding confidentiality, publicity and trade-marks, and limitations of liability, will survive such termination or expiration.

13.11 There shall be no third party beneficiaries to this Agreement, provided, however, that the various parties specifically included as parties that may be indemnified or compensated herein may seek such indemnification or compensation, as appropriate.

13.12 THE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES. THE AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL WITH RESPECT TO THE SERVICES.

13.13 In the event of a conflict or any inconsistency between the terms of these Terms of Service and any Service Schedule, the terms of these Terms of Service shall prevail unless the Service Schedule expressly states that it is amending these Terms of Service.

13.14 The parties confirm that it is their wish that the Agreement, as well as all other documents relating thereto, including all notices, be drawn up in the English language only. Les parties aux présentes confirment leur volonté, que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.