

Master Services Agreement

EPIK NETWORKS INC. and/or its affiliates ("EPIK") shall provide to the Customer ("you") the managed voice services, internet access services and the lease, rental or sale of goods and equipment (collectively, "Services") described in customer orders accepted by EPIK from time to time from time to time (the "Customer Order(s)"). The terms and conditions of this Agreement (including all schedules attached hereto, if any) shall apply to all Customer Orders. The schedules that may be attached hereto from time to time (the "Schedules") address terms and conditions that are specific to each individual service that EPIK may offer to the Customer. Each Customer Order will be associated with this Agreement and each Customer Order will become part of this Agreement. Each Customer Order shall include a detailed description of the Services to be provided pursuant to such Customer Order and the pricing applicable to such Services. In the event of any conflict between the terms and conditions contained in a Customer Order and this Agreement (including the Schedules), the terms and conditions in this Agreement shall prevail. A Schedule or Customer Order may only be attached hereto, amended or modified by a written document signed by authorized representatives of EPIK and Customer.

1. TERMS OF SERVICE AND TERMINATION

- (a) This Agreement shall be effective upon its execution by both parties. The term of each Customer Order issued hereunder shall be stated therein, and the start date of the initial term will begin upon the successful completion of the installation and subsequent billing of the services (Billing Start Date). The term of each such Customer Order shall be automatically renewed for consecutive periods equal to the initial term, unless terminated by either party by written notice given to the other party at least sixty (60) days prior to the end of the initial or renewal term then in effect. Any termination of this Agreement shall have the effect of terminating all Customer Orders issued hereunder.
- (b) The Internet Access service is a dedicated service managed for optimum speed and access.
- (c) The Customer is responsible for how the Services are used, and must abide by EPIK's Acceptable Use Policy (AUP). <http://epiknetworks.com/Services/AUP.pdf>
- (d) The Customer may not use the Services to deliberately crash the EPIK management devices, (the "System") deliberately use large amounts of System resources, try to break any security feature or setting, or use the System to in any manner attack any other system.
- (e) The Customer is responsible for maintaining security of their assigned account(s) on the System (if applicable), using non-trivial passwords and changing their password(s) at least every 40 days and also when requested by EPIK.
- (f) **THE CUSTOMER MAY NOT RESELL THE SERVICES OR ANY PART OF THE SERVICES.**
- (g) Telephone Numbers, Email Accounts and Other Contact Information
 - (i) EPIK has the exclusive property rights to all direct inward dial (DID) telephone numbers provided to the Customer and Internet email addresses using EPIK's domain name and will use its reasonable commercial efforts to ensure that such numbers and addresses are not changed.
 - (ii) Internet email accounts (where applicable) are provided using EPIK's domain name.
 - (iii) The Customer will advise EPIK immediately of any changes in account contact information.
 - (iv) EPIK may list, at its discretion, the Customer's contact information in relevant directories.
- (h) **EMERGENCY SERVICES - 911 DIALING.**

The nature of Voice over Internet Protocol (VOIP) telephone calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and you acknowledge and agree that differences exist between traditional telephone service and VOIP telephone services, including the lack of traditional 9-1-1 emergency services. Services based on VOIP, such as EPIK TOTAL VOIP, are subject to certain limitations relating to 9-1-1 emergency call (the "Emergency Call") to a 9-1-1 response center (the "Response Center"): (i) Such calls are routed to an operator which means that a caller using the service must provide the operator with location information to enable the operator to route the Emergency Call to the appropriate Response Center. As the Emergency Call is not automatically routed to a Response Center, the caller's location information and telephone number will not be automatically delivered to the Response Center, meaning it will take longer for the Emergency Call to be connected to the appropriate Response Center than an Emergency Call that is made using traditional wireline telephone service. Upon any move to a new address, or change of use of your EPIK service, you must immediately advise the EPIK Support Desk 1-866-353-9333, or open a ticket via the Client Portal at <https://tickets.epiknetworks.com/>. If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site. (ii) VOIP based services have a greater potential for service disruptions due to network unavailability as a result of power outages or other interruptions; and (iii) it may not be possible to complete an Emergency Call that is made from outside the Customer's corporate local area network), from outside Canada or from a location within Canada that is not served by 9-1-1 service. (iv) You must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately. As a result of these limitations, an Emergency Call should be made using traditional wireline telephone service whenever possible. You are responsible for notifying, and you agree to notify, any user or potential users of your VOIP services of the nature and limitations of 9-1-1 emergency calls on the VOIP services as described herein. EPIK shall not be liable for any damages, costs, claims,

losses or expenses that arise from, or are due to, any interruptions, delay, errors or defects in the transmission of an Emergency Call that is made using an EPIK VOIP service.

(i) TOLL FRAUD

The Customer shall be responsible for all costs, claims or actions arising from calls the purpose or effect of which is theft or unauthorized or improper usage of communications services or misleading or fraudulent communications of any nature (including, without limitation, communications intended to effect theft through unauthorized use of calling cards) and all unauthorized, improper or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like for which EPIK is billed that are passed through to the Customer for billing to Customer's customers (collectively, "Fraudulent Calls"). Customer shall not be excused from paying EPIK for any Services provided to Customer or any portion thereof on the basis that Fraudulent Calls comprised a corresponding portion of the Services. For clarity the Customer shall be responsible to manage the security of the system that permits access to voice mail, webportal, and remote phone features.

(j) INSTALLATION CONDITION - AVAILABILITY OF ACCESS FACILITY

Customer acknowledges and agrees that in some cases, as outlined on the Customer Order Form, the EPIK Service may be provided using a Carrier LOOP and may be subject to the availability of access facilities between a serving central office and the End User's premises. In the event all or any portion of the access facility does not exist between a serving central office and the End User's premises, EPIK may notify the Customer that additional access charges are necessary to build such access facility. Upon receipt of the Additional Access Charges Notification, the Customer shall notify EPIK in writing within ten (10) days of whether (i) it wishes to incur the Additional Access Charges for EPIK to build the access facility; or (ii) whether it wishes to terminate the Service at the affected Site. In the event the Customer notifies EPIK in writing that it does not wish to pay the Additional Access Charges, the Customer may terminate the Service at the affected Site without Termination Fees. EPIK will not commence the build of the access facility until such time as EPIK receives notice in writing from the Customer that it accepts and approves the Additional Access Charges.

(k) STREET, BUILDING ENTRANCE CONDUIT AND INSIDE WIRING

If the End User's communications room is different than the building's main equipment room, the Customer is responsible to ensure conduit, fiber if required, and building lease or other rights are available (at no cost to EPIK) for EPIK to utilize in order to bring Service from the street demarcation point to the building's main equipment room to the End User's communications room. Termination charges may apply if the order is cancelled during the installation phase.

2. PAYMENTS

- (a) Payment for Services shall be due and payable upon receipt of EPIK's invoice. Payment shall be made to EPIK at the address set forth on the invoice. Charges for a partial month will be pro-rated on the basis of a thirty (30) day month. All charges and amounts payable by Customer to EPIK under this Agreement shall be paid without set-off or abatement. EPIK shall bill the Customer monthly in advance for Services applied for in this contract and Service Modifications applied for including any applicable state /provincial sales tax or federal goods and services tax. Charges occurring monthly are billed in advance. A late payment charge, at a rate of 24% per annum or the highest lawful rate permitted by law, whichever is lower, shall be charged (on a daily interest basis) on any amount which is not paid to EPIK within thirty (30) days of its due date. EPIK may revise its prices in accordance with the terms governing pricing set forth below.
- (b) Prices for Services subject to tariffs are subject to change consistent with applicable tariff restrictions and modifications. Prices for Inbound Toll or Outbound Long Distance calls terminating in the operating territories of North American independent telephone companies are subject to change at any time, and the pricing for these calls will be listed online at http://www.epiknetworks.com/Services/NA_HCNPA_Rates.pdf. EPIK's prices for all other Services are subject to change effective thirty (30) days after issuance of notice to Customer.
- (c) If, after such time as Customer has agreed to the configuration of Services to be provided pursuant to a Customer Order, Customer requests that the agreed configuration be amended, Customer will be charged a one time administration fee equal to 35% of the amount equal to EPIK's estimate of the aggregate of Customer's charges for a one month period applicable to such Customer Order.
- (d) In the event that Customer terminates all or part of such Customer Order before the conclusion of the stated term, Customer shall be assessed an early termination charge. Such charge shall be the amount payable under the applicable Customer Order for the balance of the stated term and shall be payable as liquidated damages and not as a penalty. Customer shall also be subject to reasonable charges for removal and refurbishment of leased or rental equipment provided to Customer by EPIK. EPIK requires at least 30 days advance written notice prior to month end for termination requests related to any Services (e.g., a termination request received on July 17 would result in a termination date of August 31).
- (e) Customer shall pay all goods and services, sales, use or other local, state /provincial and federal taxes, however designated (excluding taxes on EPIK's net income), imposed on or based upon the Services. Taxes will be separately stated on each invoice.
- (f) Customer shall remain solely responsible for all charges incurred by Customer with other service providers prior to Customer's transfer to EPIK.

- (g) Customer may dispute a charge by submitting written notice detailing the basis for such dispute within sixty (60) days following the date upon which Customer receives the invoice to which such dispute relates. The parties shall use their good faith efforts to resolve such disputes promptly. If Customer does not dispute an amount in an invoice within such sixty (60) day period, Customer shall have irrevocably and conclusively waived any rights it may have to dispute the amounts contained in such invoice.
- (h) Title All leased or rented equipment, including, but not limited to, all wiring installed by or for EPIK, is and shall remain the property of EPIK, and may be removed by EPIK after expiration, termination or default of this Agreement or any Customer Order attached hereto. Customer shall not change or remove from the leased or rented equipment any insignia indicating ownership of the equipment.
- (i) Software Requirement

Any software sold or provided to Customer shall be subject to the license requirements of the software suppliers, and Customer agrees to comply with such requirements and shall indemnify and save harmless EPIK from all loss or damage arising from Customer's failure to comply with such requirements.

3. MAINTENANCE, REPAIRS & TROUBLESHOOTING

EPIK will use reasonable efforts to maintain the equipment for which a Customer Order for maintenance services or EPIK warranty is issued. Customer agrees to allow EPIK's representatives access to the equipment at reasonable times. EPIK's baseline responsibilities for troubleshooting and repairs are outlined in the EPIK Troubleshooting Guide. EPIK will use reasonable efforts to respond to trouble tickets within the timeframe outlined in our Escalation Chart listed online at <http://epiknetworks.com/Services/EpikEscalation.pdf>. Charges for advanced troubleshooting and LAN IT support services shall be those charges in effect at the time and listed on our MAC price list <http://epiknetworks.com/Services/MAC.pdf>. Credit for downtime resulting from preventive maintenance, fault repair, power failures and other random occurrences within the full control of EPIK that preclude use of the equipment by Customer shall be limited to an allowance of one thirtieth (1/30th) of the monthly charges related to the affected equipment only, for each business day that such equipment is out of service beyond a period of twenty-four (24) hours from the time EPIK receives notice of such equipment failure and access to the equipment. Maintenance of equipment will be performed between the hours of 8:30 am. and 5:00 pm., Monday through Friday, excluding holidays. If EPIK performs maintenance during any other period, and provided such maintenance is performed at the request of Customer or is required to be performed as a result of Customer's abuse or negligent use of the equipment, Customer shall be subject to an additional charge for such maintenance services. Customer shall maintain a safe working environment, in compliance with all applicable laws and regulations, at its premises in any location to be visited by EPIK personnel.

4. DEPOSIT

EPIK reserves the right to require a deposit from Customer in an amount equal to EPIK's estimate of the aggregate of Customer's charges for a one-month period for each Customer Order attached hereto. EPIK shall refund to Customer the deposit, without interest, within thirty (30) days of the expiration or termination of the applicable Customer Order. Without prejudice to its other remedies, EPIK reserves the right to and Customer acknowledges that EPIK has the right to deduct from such deposit any amount owed to EPIK by Customer as at the date of expiration or termination, including any amount owed as a result of Customer's default under this Agreement.

5. DEFAULT BY CUSTOMER

Should Customer: (a) fail to pay an invoice within thirty (30) days after payment is due; (b) default in the performance of any of its obligations under this Agreement or any Customer Order; (c) without EPIK's prior written consent, be subject to a direct or indirect change of legal or effective control, a sale of all or substantially all of its assets, or a merger or amalgamation; or (d) be dissolved or become insolvent, or subject to the appointment of a receiver or make an assignment for the benefit of creditors, or file a petition in bankruptcy or be subject to a petition in bankruptcy filed against it or cease to carry on business or be subject to distress or other proceedings on its property then, in any such event, EPIK may upon written notice to Customer, at EPIK's option and in addition to other remedies available to it at law or in equity: (1) terminate this Agreement; (2) immediately terminate all Services to Customer; and (3) take immediate possession of all leased equipment and lease, sell, dispose of, hold or use same. Customer shall be liable to EPIK for all expenses, including legal fees and expenses incurred in connection with any repossession or any action brought to enforce EPIK's rights under this Agreement. No remedy of EPIK shall be exclusive of any other remedy, whether provided herein or available at law or in equity, but each shall be cumulative of all other remedies. A waiver of default shall not be a waiver of any other or subsequent default.

6. ADDITIONAL PROVISIONS APPLICABLE TO LEASED OR RENTED EQUIPMENT

The following shall apply to any equipment leased or rented from EPIK or assigned by EPIK (Assignor) to third-party leasing company:

(a) Lease or Rental Period

The lease or rental period shall begin on the date equipment is delivered to you and, unless earlier terminated by EPIK, shall continue through the period specified in the applicable Customer Order and Rental Agreement.

(b) Movement of Equipment, Additions and Changes

Leased or Rented equipment shall be moved only by EPIK or with the prior written approval of EPIK. Charges for moves, additions and changes shall be those charges in effect at the time, and listed online at <http://epiknetworks.com/Services/MAC.pdf>.

(c) Upgrades, Modifications, Alterations and Attachments to Equipment

The Customer may request modifications to the Services ("Service Modifications") by submitting a request via the Epik Ticketing Portal <https://tickets.epiknetworks.com/>.

Service Modifications are subject to the same terms and conditions as the original contract and are renewed concurrently with the original contract. Customer may request that EPIK make model or feature changes to leased or rented equipment, provided that Customer agrees to pay EPIK's then current pricing in effect for the new leased or rented equipment, based upon the length of the lease period, and agrees to lease or rent the new equipment for, at a minimum, the remainder of the lease period in effect for the replaced equipment. Customer may also request that EPIK upgrade equipment owned by Customer provided that Customer agrees to pay EPIK's then current pricing in effect for such upgrade. Customer shall not make any modifications, alterations, relocations or attachments to leased or rented equipment without the prior written approval of EPIK.

(d) Installation/Removal

Installation or removal of leased or rented equipment, modifications, relocations, alterations and/or attachments will be performed by EPIK between the hours of 8:30 am. and 5:00 pm., Monday through to Friday, excluding holidays. Unless otherwise stated in a Customer Order, installation and removal charges are not included in the monthly lease or rental charge for the leased equipment. Installation and removal charges shall be paid by Customer in accordance with EPIK's then current pricing. Installation or removal at times other than those stated above shall be subject to an additional charge provided that such installation or removal occurs at the request of Customer.

(e) Return of Equipment

Upon termination of any lease or rental of equipment, Customer shall promptly return such leased or rented equipment to EPIK in the same condition as provided, normal wear and tear accepted.

(f) Risk of Loss

Customer shall bear the risk of loss or damage to, or theft of, the leased or rented equipment from and after the date of delivery until such time as the equipment is removed by EPIK. Customer shall indemnify and save harmless EPIK from and against any loss or damage (including legal fees) to, or theft of, the leased equipment, unless such loss or damage is caused by the negligence of EPIK. Customer shall further keep the equipment free of all security interests, liens and encumbrances and indemnify and save harmless EPIK from and against any loss or damage in any way arising from a security interest, lien or encumbrance upon the title to the equipment, unless same is imposed by a creditor of EPIK. EPIK may require Customer to provide evidence of insurance satisfactory to EPIK in the form of a certificate of insurance.

7. ADDITIONAL SERVICES/ EQUIPMENT

Customer may order additional Services at any time in accordance with EPIK's then current pricing and such other terms as may then be applicable to such additional Services.

8. WARRANTIES, REMEDIES AND LIMITATIONS

(a) SERVICES - EPIK warrants to Customer that Services will be performed in a workmanlike manner. EPIK's liability and Customer's remedy with respect to Services are limited to correction of such Services as are shown, to EPIK's reasonable satisfaction, not to have complied with this warranty, provided that written notice of such non-compliance shall have been given to EPIK by Customer within thirty (30) days after the date of the alleged breach. EPIK, may at its option be the customer of record with all service carriers and, if so, will be responsible for paying charges billed by such carriers to EPIK, and retains all rights associated with the use of telephone numbers and access codes assigned to EPIK and provided to Customer. Customer shall indemnify and save harmless EPIK from and against any loss or damage (including legal fees) associated with any claim by a carrier or other supplier arising out of Customer's breach of the terms of this Agreement.

(b) LEASED OR RENTED EQUIPMENT - Equipment leased hereunder, when installed, will be in good working order. EPIK's liability and Customer's remedy with respect to leased or rented equipment are limited to repair or replacement of such equipment, as determined by EPIK, provided that written notice of the defect shall have been given to EPIK by Customer within thirty (30) days after installation.

(c) GOODS - EPIK warrants to Customer that, at the time of delivery, new and/or remanufactured goods purchased hereunder will be free from defects in material and manufacture. EPIK's liability and Customer's remedy under this warranty are limited to the repair or replacement, as determined by EPIK, of goods or components thereof returned to EPIK which are shown, to EPIK's reasonable satisfaction, to be defective, provided that written notice of the defect shall have been given to EPIK by Customer within thirty (30) days after delivery of such goods. If EPIK is authorized to grant to Customer a warranty provided by the manufacturer of the goods, such warranty shall be the exclusive warranty applicable to this Agreement. EPIK warrants that upon the purchase by Customer of new or remanufactured goods, it will convey good title to goods sold. EPIK's liability and Customer's remedy are limited to the removal of any title defect or, at the election of EPIK, the replacement of the goods or components which are defective in title.

(d) i. Desktop / eFAX - ALL SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND EPIK DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO YOU REGARDING THE USABILITY, CONDITION OR OPERATION THEREOF. EPIK DOES NOT WARRANT THAT ACCESS TO OR USE OF THE Desktop FAX SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT SOFTWARE OR SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. EPIK EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY,

TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY.

ii. YOUR USE OF EPIK Desktop FAX AND ALL SOFTWARE AND SERVICES IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES OR OTHER MATERIAL (INCLUDING ALL SOFTWARE) OBTAINED EITHER DIRECTLY OR INDIRECTLY FROM EPIK. YOU AGREE THAT EPIK WILL NOT BE LIABLE FOR DAMAGES (INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR LOSS OF PROFITS) ARISING OUT OF YOUR USE OF OR INABILITY TO USE Desktop FAX OR ANY OTHER SOFTWARE OR SERVICES, AND YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, INCLUDING NEGLIGENCE, EVEN IF EPIK HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE ENTIRE LIABILITY OF EPIK AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF SOFTWARE AND SERVICES OR ANY BREACH OF THIS AGREEMENT BY EPIK ARE LIMITED TO THE LESSER OF: (I) THE AMOUNT ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE SOFTWARE OR SERVICES IN THE FOUR (4) MONTHS PRECEDING THE DATE OF YOUR CLAIM OR (II) U.S.\$500.00. YOU HEREBY RELEASE EPIK FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION TO THE MAXIMUM EXTENT ALLOWED BY LAW. SOME JURISDICTIONS MAY NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED OR MODIFIED OR LIABILITY TO BE LIMITED, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.

iii. EPIK SHALL NOT BE HELD RESPONSIBLE IN ANY WAY OR BY ANY MEANS, EITHER DIRECTLY OR INDIRECTLY, FOR ANY COMMUNICATIONS DIFFICULTIES OUTSIDE OF EPIK'S CONTROL WHICH COULD LEAD TO THE INTERRUPTION OF DATA DELIVERY SERVICE TO THE CUSTOMER'S EMAIL ADDRESS, PAGER, TELEPHONE OR ANY OTHER RECEIVING DEVICES OR THIRD-PARTY DATA STORAGE AND/OR DELIVERY SERVICES.

iv. YOU WILL NOT RELY ON ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, MADE BY ANY PERSON OTHER THAN AN AUTHORIZED OFFICER OF EPIK, IN EVALUATING THE DESKTOP FAX SERVICE OR ANY OTHER SERVICES AND/OR PRODUCTS OF EPIK.

(e) **EXCLUSIVE WARRANTIES AND REMEDIES**

THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND EPIK HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES. EPIK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. THE REMEDIES OF CUSTOMER SHALL BE LIMITED TO THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT, TORT, PRODUCT OR STRICT LIABILITY, WHETHER OR NOT ARISING FROM EPIK'S NEGLIGENCE, ACTUAL OR IMPUTED. NO AGREEMENT VARYING OR EXTENDING THE WARRANTIES, CONDITIONS, REPRESENTATIONS, REMEDIES OR ANY LIMITATIONS IN THIS AGREEMENT SHALL BE BINDING UPON EPIK UNLESS IN WRITING SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF EPIK.

(f) **LOSS OF DATA** - EPIK shall not be liable, under any circumstances, for any loss or damage to data.

9. INDEPENDENCE OF AGREEMENTS

In the event that Customer occupies leased office space, Customer's lease with the building owner ("Building Owner") is entirely separate and distinct from and independent of this Agreement. Consequently, this Agreement shall have no effect upon the rights and obligations relating to such lease, nor shall such lease have any effect upon the rights and obligations arising out of this Agreement. Customer acknowledges that Building Owner is not a party to this Agreement and has no obligation of any type with respect to the Services provided under this Agreement. Customer agrees that any cessation or interruption of Services or any breach of this Agreement by EPIK shall not constitute a default or constructive eviction by Building Owner. CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS THE BUILDING OWNER OR ANY BUILDING MANAGER ACTING ON BEHALF OF THE BUILDING OWNER, FROM ANY CLAIM CUSTOMER MAY HAVE AGAINST EPIK ARISING FROM THIS AGREEMENT AND FROM ANY CLAIM CUSTOMER MAY HAVE ARISING OUT OF THE PROVISION (OR LACK THEREOF) OF SERVICES. Customer agrees that Building Owner or any building manager acting on behalf of the Building Owner, shall receive the benefit of such promises and covenants, by EPIK as agent therefor.

10. LIMITATION OF LIABILITY

EPIK MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EPIK WILL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY CUSTOMER OR ANY OTHER PARTY (INCLUDING ANY SUBSCRIBERS TO OR USERS OF ANY SERVICES PROVIDED BY CUSTOMER), INCLUDING LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, OR SERVICE INTERRUPTIONS. EPIK EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OF THE INFORMATION PASSING THROUGH ITS NETWORK OR OVER THE INTERNET. USE OF ANY INFORMATION OBTAINED

OVER THE EPIK NETWORK OR THE INTERNET IS AT CUSTOMER'S OWN RISK. IN NO EVENT SHALL EPIK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR LOSS OF PROFITS. EPIK SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICE. IN NO EVENT WILL EPIK'S LIABILITY FOR ANY CLAIM (WHETHER IN TORT, CONTRACT, OR OTHERWISE) EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICE IN THE PRIOR FOUR (4) MONTHS.

11. AGENCY

Customer hereby appoints EPIK as its agent for the procurement of Services, as required, and Customer agrees to execute any documents reasonably required pursuant to such agency relationship in a timely manner.

12. SUBCONTRACTING

EPIK may subcontract the performance of Services, as required, provided that such action shall not relieve EPIK of its obligations hereunder.

13. ASSIGNMENT

Either party may assign this Agreement with the prior written consent of the other; such consent shall not be unreasonably withheld. EPIK reserves the right to assign this Agreement without Customer's consent to any entity which assumes the prospective obligations of EPIK hereunder. EPIK may also assign, without Customer's consent, the right to receive payments hereunder and Customer agrees not to assert against any such assignee any defenses or claims which it may have against EPIK.

14. NOTICES

All notices shall be in writing and addressed to the offices identified herein. Notices shall be deemed to have been given three (3) days after mailing thereof by registered mail, postage prepaid, or on the day of delivery, if delivered by hand. Either party may change its notice address by notifying the other in writing.

15. EXCUSE OF PERFORMANCE

If EPIK's performance of this Agreement, or any of its obligations hereunder, is prevented or restricted by reason of flood, storm, natural disaster, riot, war, terrorist action, embargo, chemical spill, acts of God, acts of public enemies, delays of suppliers, acts of city, state/provincial, local or federal government in their sovereign, regulatory or contractual capacity, labour difficulties, strikes or any other circumstances beyond the reasonable control of EPIK (collectively, "Force Majeure") then EPIK, upon giving reasonable notice to Customer, shall be excused from such performance to the extent of such prevention or restriction, provided EPIK shall resume performance if such causes are removed or cease within a reasonable time. In the event that EPIK leases or has usage of space in a building in which Customer is located, and such lease or usage is terminated or EPIK's right or ability, for whatever reason, to provide Services in the building is terminated, EPIK shall be excused from further performance upon notice to Customer and this Agreement shall thereupon be terminated, without any liability or obligation on the part of EPIK.

16. RIGHT OF ENTRY

EPIK shall have the right to enter upon Customer's premises, with reasonable notice except for emergencies or Customers default, in order to perform its obligations or enforce its rights hereunder, without having any liability to Customer other than for direct damages resulting from EPIK's negligence. In the event of default by Customer, EPIK may forcibly enter Customer's premises to the extent reasonably necessary, as determined by EPIK.

17. END USER LICENSE AGREEMENT – UC-One and other desktop and mobile applications supplied by EPIK AND THE PROVIDER OF THE SOFTWARE ("LICENSOR")

Use of the software and documentation (the "Product") is contingent on acceptance and agreement by Customer to the terms and conditions set out below. The Product is not a replacement for Your mobile or fixed line telephone. In particular, the Product does not allow you to make emergency calls to emergency services. You must make alternative communications arrangements to ensure that You can make emergency calls if needed.

(a) **GRANT OF LICENSE.** Subject to the conditions and limitations below, Licensor grants to You a personal, non-exclusive, non-transferable, non-sublicensable, limited license in object code form only, to use one copy of the executable code of the Product on a single Device used by You. (A Device is a personal computer or mobile device.) You agree not to copy the Product, including its software and documentation. You also acknowledge that the Product contains valuable trade secrets proprietary information belonging to Licensor and others. Accordingly, you shall take measures to protect the Product from unauthorized access, disclosure and use, including without limitation the placement of intellectual property or any other proprietary rights notices on the Product and other materials supplied by the Licensor as stated in Article 2 below. All other rights are reserved to Licensor. You shall not rent, lease, sell, sublicense, assign, or otherwise transfer the Product, including any accompanying printed materials.

(b) **INTELLECTUAL PROPERTY RIGHTS.** The Product is a proprietary product of Licensor and several suppliers to Licensor and is protected by various intellectual property laws, including copyright law. You acquire only the right to use the Product and may not use the software and documentation otherwise than as a part of the Product in which the software and documentation have been incorporated or as they have been delivered. You shall not disclose the results of any benchmark tests of the Product to any third party without Licensor's prior written approval.

(c) **CONSENT TO USE OF DATA.** You agree that Licensor may collect and use technical data and related information, including but not limited to technical information about Your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product

support and other services to You (if any) related to the Product. Licensor may use this information, including sharing it with third parties, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You.

- (d) PRODUCT MAINTENANCE. Licensor is not obligated to provide maintenance, support or updates to You for the Product.
- (e) SPECIFIC DISCLAIMER OF LIABILITY FOR EMERGENCY SERVICES. NEITHER LICENSOR NOR ITS OFFICERS, EMPLOYEES OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS, (AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING FROM OR RELATING TO:
 - (I) YOUR INABILITY TO USE THE PRODUCT TO CONTACT EMERGENCY SERVICES, OR
 - (II) YOUR FAILURE TO MAKE ADDITIONAL ARRANGEMENTS TO ACCESS EMERGENCY SERVICES;

18. Supplemental End User License Agreement (SEULA) for Cisco Meraki services

- (a) SEULA for Meraki will be listed online at <https://www.epiknetworks.com/Services/Epik-Meraki-SEULA.pdf> and customer must abide by these terms to use the Meraki service.

19. GENERAL

- (a) If any term or terms of this Agreement or any Customer Order attached hereto shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms shall not, in any way, be affected or impaired thereby.
- (b) Captions in this Agreement are for convenience of reference and shall not be deemed or construed in any way to limit or extend the language of this Agreement.
- (c) This Agreement shall be governed by the laws of: the Province of Ontario for services that are installed and provided in Canada and State of New York for services installed and provided in USA. All rights to a jury trial are waived.
- (d) Any modification of this Agreement must be in writing and signed by authorized representatives of both parties.
- (e) Waivers, to be binding, must be in writing and signed by the party whose right is waived. No waiver of the terms of this Agreement or failure by either party to exercise any option, right or privilege on any occasion shall be construed to be a waiver of the same on any other occasion.
- (f) Terms of this Agreement that by their sense and context are intended to survive performance by either or both parties shall so survive the completion expiration, termination or cancellation of this Agreement. For greater certainty, sections 1 (h), 2, 6, 8, 10, 15 and 17 shall survive any termination hereof.
- (g) Each party represents that it has full power and authority to enter into and perform this Agreement, that it knows of no impediment to its performance of this Agreement and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.
- (h) Customer acknowledges that a portion of the Services to be provided hereunder, may be subject to the regulatory authority of local, state / provincial and federal agencies and Customer agrees, notwithstanding any other provision hereof, that (a) any price, monthly lease charge or other charge set forth in Customer Orders hereunder will be subject to revision should any ruling of such agencies affect the provision of such Services, and (b) EPIK may unilaterally modify any Service offering, including cancellation thereof, to permit EPIK to comply with any ruling of such agencies.
- (i) The parties agree that this Agreement and any Customer Orders attached hereto are the complete and exclusive statement of the agreement between the parties. Customer acknowledges that it neither has been induced to enter into this Agreement by, nor in any way relies upon, any statement or representation not specifically set forth herein. This Agreement supersedes all proposals or prior agreement, oral or written and all other communications between the parties relating to the subject matter of this Agreement and any Customer Orders attached hereto.
- (j) **Service in the United States may be provided by an affiliate of EPIK Networks Inc.**
- (k) The parties confirm that it is their wish that this Agreement, as well as any Customer Orders attached hereto, have been and shall be drawn up in the English language only. Les parties aux presentes confirment leur volonte que cette convention, de meme que tous les documents, y compris tous avis, cedules et autorisations s'y rattachant, soient rediges en langue anglaise seulement.
- (l) CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY IT. IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their authorized representatives.