

SCHEDULE A

Terms and Conditions

1. **Services** Service Provider shall furnish to the Customer the services selected under "Section 3: Service Provider Service Plan".
 2. **Fees** The Customer shall pay the fees for the Services at the rates as specified in "Section 4: Service Fees and Authorization" above, plus applicable taxes (the "Fees"). The payments shall be due and payable by the Customer to Service Provider monthly in advance. The Service Provider reserves the right to increase fees should their costs increase during the term of this agreement.
 3. **Invoicing** Invoices will be issued monthly. Invoiced amounts are payable at the invoice date and are subject to a late payment charge of one percent (1%) per month calculated from the invoice date, if not paid within thirty (30) days of the invoice date.
 4. **Credit Check** The Customer consents to Service Provider subject to applicable legislation, conducting a credit check on the Customer.
 5. **Service Charges** Where special facilities or equipment are necessary, or where Service Provider must incur any unusual expense in order to furnish the Services to the Customer (collectively, the "Special Work"), Service Provider shall provide to the Customer a written quote for the Special Work. If the Customer acknowledges in writing its agreement with the quote, then Service Provider shall provide the Special Work and be entitled to assess the additional charge to the Customer, which shall be payable upon the commencement of the Term (as herein defined).
 6. **Term** This Agreement shall be for a term of _____ month(s) with the commencement Date being the later of:
 - (i) the Requested Installation Date: OR
 - (ii) the Actual Installation Date (the first day services are installed and ready for use)

The Customer will be deemed to have accepted the service on the Installation Date unless it provides a written notice to the contrary to Service Provider within 3 days after the Installation Date.

This Agreement will be deemed as renewed for the same terms and conditions as originally signed and set forth herein if the Customer does not provide the Service Provider with written notice 60 days prior to the expiry of the current term. Relocation of services constitutes a renewal of the term. The original term of the agreement applies.
 7. **Termination**
 - (a) If this Agreement is for any reason terminated by the Customer prior to the expiry of the Term, the Customer shall pay to the Service Provider a termination fee (the "Termination Fee") equal to 80% of the remaining unpaid amount of the Fees for the period from the date of termination to the expiry of the Term. The Customer acknowledges that the Termination Fee is not in substitute or election of any other right or remedy the Service Provider may have at law or in equity.
 - (b) Service Provider may, with 30 days notice, terminate all or any of the Services for any breach of this Agreement by the Customer, including but not limited to non-payment by the Customer of the Fees and all other amounts payable by the Customer to Service Provider pursuant to the terms of this Agreement or failure to comply with the Customer's obligations under the terms of this Agreement, or where in our opinion a material change in Service Provider ability to deliver the Services including but not limited to a material change in real estate access costs.
 - (c) Either party shall be entitled to terminate this Agreement immediately with one day's written notice in the event of the other party's insolvency, receivership or voluntary or involuntary bankruptcy or in the event that Service Provider ceases to offer the Services. In the event of default by the Customer, any and all payments required to be made to Service Provider by the Customer shall be due and payable immediately.
 - (d) Termination of this Agreement for any reason shall not relieve the Customer from any liability for amounts owing and accrued prior to the time that such termination becomes effective and any Termination Fee.
 - (e) Service Provider reserves the right to delete Customer's personal files if the Services and this Agreement are terminated.
 8. **Customer Obligations**
 - (a) The Customer shall:
 - (i) ensure at all times that the service Equipment (herein defined) and the Customer or third party provided equipment is stored in a manner and in an environment which conforms to the relevant equipment manufacturer's specifications;
 - (ii) be responsible for all loss and/or damage to the Equipment, except where directly caused by weather factors or by the negligence.
 - (iii) provide all necessary infrastructure required for the safe and efficient operation and maintenance of the Equipment and the Customer or third party provided equipment in accordance with Canadian Standards Association and other specifications or regulations as applicable; and as Service Provider may specify, from time to time;
 - (iv) permit Service Provider or its third party providers prompt, safe and unrestricted access to its premises for the purpose of performing its obligations under this Agreement;
 - (v) at all times comply with the terms and conditions of Service Provider Internet use policy, domain name registration policy and IP allocation policy which policies are incorporated into this Agreement by reference thereto; and
 - (vi) be aware of, and comply with, changes to any federal or provincial law which may relate to the Customer's use of the Services.
 - (b) The Customer shall not:
 - (i) obtain, by any means whatsoever, information regarding the personal identification or password of any other person which is a customer of Service Provider or any network to which the Customer may be permitted access;
 - (ii) obtain or seek to obtain access to or interfere with any programs or data maintained by Service Provider
 - (iii) develop or use programs which adversely affect or impact other customers, the Services, the Internet or any; computer network;
 - (iv) use, transmit, or store anything obscene, offensive or defamatory or which appropriates a personality without legal permission or which in any way violates or infringes copyright, trademark or other intellectual property rights;
 - (v) utilize the Services and the Internet for any purpose which is contrary to the laws of any government having jurisdiction over Service Provider and/or the Customer; and
 - (vi) omit any act or cause or permit any act to be committed or provide any services which will conflict with or affect in any way the provision of the Services by the service provider.
 - (c) In connection with any investigation of a customer's failure to observe its obligations or any malicious disruption of any computer system or computer program of Service Provider, service provider and/or any breaches of the terms of this Agreement by the Customer or by any person who has access to the Services provided to the Customer, the Customer agrees that Service Provider may in its sole discretion create and keep backup information and examine the Customer's programs, data, printed output, and other media.
9. **Service Provider Obligations** Service Provider shall:
 - (a) use reasonable efforts to install in a timely fashion the Equipment and to provide the Services, provided that the location where the service equipment is to be installed and the Services are to be provided are in the service area;
 - (b) provide the service Equipment and arrange for the supply, installation and maintenance of the service Equipment at each site specified by the Customer in this Agreement and ensure that the service Equipment is installed and maintained according to the manufacturer's specifications and the specifications; and
 - (c) provided that the maximum cost of installing the Services and the service Equipment is less than \$1,500.00 Service Provider will use reasonable efforts to activate the Services within 45 business days following the date that this Agreement is completed, signed and delivered to Service Provider and
 - (d) implement reasonable security policies to safeguard the Customer's other value added Services that the Customer has subscribed for under "Section 3: Service Provider Service Plan" above.
10. **Maintenance, Testing and Configuration of the Services** customer support center shall be the sole contact for reporting trouble with respect to the Services. Upon receipt of a trouble report, Service Provider shall initiate maintenance action. Following correction of the trouble, Service Provider shall inform the Customer that the Services have been restored. Service Provider may suspend the provision of the Services to the Customer for a reasonable length of time in order to maintain, test and configure the Services. Service Provider reserves the right to charge for unnecessary service calls requested by the Customer which are not the result of the disruption of services, and are related to customer or third party equipment, service or actions.
11. **User Name and Password**
 - (a) Service Provider shall provide the Customer with a username and password and/or an administrator username and password where applicable, based upon the services subscribed to in "Section 3:

Service Provider Service Plan" which shall be used to gain access to the Services.

- (b) The Customer shall be solely responsible for all use of the Internet and maintaining the security of the user name and password and an administrator user name and password, and for preventing any unauthorized use.
- (c) The user name and administrator user name shall use the Internet in a proper and prudent manner and according to any operating instructions provided.

12. Connection Speed Connection speed represents the speed of a connection and does not represent a guarantee of available end-to-end bandwidth.

13. Warranty

- (a) Service Provider shall generally provide the Service listed in the Service Provider Service Level Agreement.
- (b) The Customer acknowledges that the Services may be subject to unscheduled and unannounced outages and breakdowns which may not be rectified promptly. Customer acknowledges that Service Provider does not warrant uninterrupted or error-free Services and that Service Provider does not warrant the content, availability, accuracy or any other aspect of any information including, without limitation, all data, files and all other information or content in any form or of any type, accessible or made available to or by Customer or its end users through the use of the Services.
- (c) In the event of the interruption, failure or breakdown in the Services, or of the loss or spoiling of the Customer's programs or data, Service Provider makes no warranty that either will be restored. The Customer assumes full responsibility for backing up its own files.

14. Service Interruption

- (a) Interruption in this Agreement refers to the inability of the Customer to complete Internet network connections due to a malfunction of the Equipment or the network and such failure continues after three (3) consecutive polling attempts have been made by the network operations center to the Customer's subscriber unit. For greater certainty, interruption does not include any Equipment or network failure associated with Internet connections outside of the services providers core network, any failure caused by the Customer, any failure caused by power outage or human error or any failure due to termination of the Services by Service Provider in accordance with the terms of this Agreement.
- (b) See Schedule B for Service Level Agreement details.

15. Repair

- (a) Service Provider will monitor and maintain the Services on a 24-hour basis every day throughout the Term. Service Provider will maintain staff at its Network Operations Centre every day throughout the Term.
- (b) Service Provider obligations under this Agreement do not extend to any relocation, maintenance, repair, rearrangement, alteration, modification or adjustment which becomes necessary due to, resulting from or in any way related to, damage, misuse or failure on the part of the Customer.

16. Limitation of Liability

- (a) Under no circumstances will Service Provider or its successors and assigns, be liable to the Customer for any incidental, special or consequential damages, expenses, costs, liability, loss or damage whatsoever, whether arising in negligence, tort, statute, equity, contract, common law or any other cause of action or legal theory. The Customer agrees, acknowledges and confirms that Service Provider liability arising out of or in connection with this Agreement and the provision of the Services, and the Customer's exclusive remedy, shall be limited to the Fee paid by the Customer and that this limitation is fair and reasonable in the commercial circumstances of this Agreement and that Service Provider would not have entered into this Agreement but for the Customer's agreement to limit Service Provider liability in the manner, and the extent, provided for herein.
- (b) For greater certainty, Customer agrees that Service Provider and its successors and assigns shall not be liable for any lost profits, anticipated revenue, loss of data, loss of use of any information system, lost business revenue, failure to realize expected savings or any other commercial or economic loss of any kind whatsoever arising out of or in connection with this Agreement or the provision of the Services, even if Service Provider has been advised of the possibility of such loss.
- (c) Service Provider is not liable for protection or privacy of electronic mail or other information transferred through the Services or any other network provider its customers may utilize.
- (d) Service Provider assumes no liability arising from the use of the Services furnished by Service Provider in combination with services, products or equipment provided by Customer or any third parties.
- (e) The Customer shall have sole responsibility for the preparation of its programs and data. Service Provider its directors, employees, sponsors and agents shall not be responsible for any fault or error in the Customer's programs or any programs accessed through the Services or the Internet.
- (f) This Section 16 shall apply even in the event of a breach of condition, a breach of an essential or fundamental term or a fundamental breach of this Agreement.

17. Indemnity

- (a) The Customer shall indemnify and save Service Provider its successors and assigns, and their directors, officers, employees and agents harmless from and against all loss, liability or damages of any type and expense, including reasonable legal fees and disbursements, arising from any and all claims by any third party, including end users and distributors (collectively, the "Third Party"), in connection with the use of the Services (and related equipment) by the Customer or any Third Party or in connection with the Customer's failure to comply with its obligations under this Agreement, whether the failure is attributable to the Customer or to some other person using the Customer's account with or without permission of the Customer.
- (b) The Customer shall indemnify Service Provider its successors and assigns and their directors, officers, employees and agents, against any claim by a Third Party for alleged infringement of any copyright, trademark or any other intellectual property rights which arises as a result of the storage or processing of any of the Customer's programs or data on or through the Services or the Internet.
- (c) The indemnities contained within this Article 18 shall survive termination of this Agreement for the maximum time period permitted by law.

18. Force Majeure Neither party shall be liable to the other for any delay or failure to perform due to: the elements; fire; flood; tornadoes; hurricane; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Tier 1 Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labour disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts; third party non-performance caused by a Force Majeure Event; or any other cause beyond the control of a party (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from any further performance of those of its obligations arising from this Agreement affected by the Force Majeure Event only for so long as such Force Majeure Event continues and such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. The party delayed by a Force Majeure Event shall immediately notify the other party by telephone (to be confirmed in writing) of the occurrence of a Force Majeure Event and describe in reasonable detail the circumstances causing the Force Majeure Event. If the delay continues for a period of three (3) months or more, this Agreement may be terminated by either party immediately following the three (3) month period and neither party shall be liable to the other for such termination notwithstanding any other provision in this Agreement

19. Dispute Resolution In the event of any dispute, controversy, claim or alleged breach respecting this Agreement which cannot be resolved (each a "Dispute"), the Dispute shall be submitted to arbitration. The arbitration shall be held in Ontario and shall be conducted in accordance with the *Arbitration Act* (Ontario), by a single arbitrator appointed by a Justice of the Ontario Superior Court of Justice. The decision of the arbitrator shall be final and binding upon the parties and the expense of the arbitration shall be paid as the arbitrator determines.

20. Change Request

- (a) If the Customer wishes to order additional services or make a change to the Services:
 - (i) the Customer may submit to Service Provider a change request in writing via email, detailing the change in the Services being requested;
 - (ii) Service Provider will respond to the Customer in writing via email within fifteen (15) business days of receipt of the Change Request (the "Estimate"), stating whether the change may be made, and if so, specifying the estimated cost and time required to implement the change and the impact, if any, of the change on the Services; and
 - (iii) the Customer may respond to Service Provider in writing via email within fifteen (15) business days of receipt of the Estimate by either advising Service Provider to proceed with the change based on the estimated cost and time schedule specified in the response or by providing written notice that the Customer is withdrawing the Change Request (the "Withdraw"). For greater certainty, if Service Provider does not receive the Customer's Withdrawal 7 days within delivery of the Estimate, then Service Provider shall deem the Change Request to have been withdrawn by the Customer.

21. Service Provider Property and Equipment

- (a) All material and equipment provided by Service Provider or third party and used in the provision of the Services shall at all times be and remain the exclusive property of Service Provider
- (b) Nothing in this Agreement contemplates, constitutes or creates a transfer or license of any intellectual property from Service Provider to the Customer.
- (c) Service Provider or a third party hired by, may in its absolute discretion and without notice to the Customer, at Service Provider cost, make changes to or replace the Service Provider or third party Equipment and any other equipment used in connection with the provision of the Services.

22. **Independent Contractors** The parties to this Agreement agree that the relationships created by this Agreement is that of independent contractors.

23. **Confidential Information**

- (a) "**Confidential Information**" means any data, documentation or other information of a proprietary nature, and which a party ought to know is confidential or proprietary, which is disclosed or made available to the other party in connection with the negotiation, preparation or performance of this Agreement and the design, installation, delivery or implementation of the Services, including without limitation, the network design specifications.
- (b) Each party agrees not to disclose the Confidential Information of the other party without the other party's written consent, except as required by law, and agrees to take such care to protect the confidentiality of the Confidential Information as would be taken by a reasonable party to protect its own confidential information from disclosure. Furthermore, each party shall indemnify and save the other harmless from any losses or damages directly or indirectly caused by the disclosure of Confidential Information by the party or any of its agents, contractors, subcontractors, employees, successors or permitted assigns.
- (c) Both parties' rights and obligations under this Section 23 survive any termination of this Agreement for the maximum amount of time permitted by law.

24. **General Provisions.**

- (a) **Amendment:** All amendments to this Agreement shall be in writing, in the same manner and with the same formality as this Agreement. The Service Provider reserves the right to make changes to this agreement at any time.
- (b) **Assignment:** The Customer shall not assign this Agreement without the prior written consent of Service Provider which consent shall not be unreasonably withheld. Any attempted assignment without such prior written consent shall be void. Service Provider shall be permitted to assign this Agreement without the consent of the Customer.
- (c) **Definitions:** Use of the term "Customer" shall in all cases include the directors, officers, employees and agents of the Customer.
- (d) **Discretion of Service Provider** Any discretion, option, decision or opinion by Service Provider shall be sufficiently exercised or formed if exercised or formed by or subsequently ratified by Service Provider system administrator or any other person or persons designated by Service Provider's directors.
- (e) **Entire Agreement:** This Agreement constitutes the entire agreement among Service Provider and Customer with respect to the matters referred to herein, and supersedes all prior negotiations, proposals, agreements, representations, warranties, whether oral or written, with respect to such matters.
- (f) **Enurement:** This Agreement shall be binding upon and enure to the benefit of Service Provider and the Customer and their respective successors and permitted assigns.
- (g) **Governing Law:** This Agreement shall be governed by and interpreted according to the laws of the Province of Ontario and the laws of Canada applicable therein.
- (h) **Interpretation:** In this Agreement, the headings are for convenience of reference only and shall not affect its construction or interpretation.
- (i) **Non-Waiver:** No waiver of any term or provision or of any breach or default shall be valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any other terms or provision of any subsequent breach or default of the same or similar nature.
- (j) **Notice:** All notices provided for shall be given in writing and transmitted by personal delivery, prepaid first class registered or certified mail to the service provider.
- (k) **Severability:** The invalidity, illegality or unenforceability of any one or more provisions of this Agreement shall not affect or impair any other provisions of this Agreement.
- (l) **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute but one and the same instrument.
- (m) **Time.** Time shall be of the essence in this Agreement.

Voice Terms and Conditions

All customers using VOIP (Voice Over Internet Protocol) services via Dedicated Access understand and acknowledge the service is provided by our partner Cloudli Communications Corp. As such, the customer is bound and obligated by the Terms and Conditions set forth hereunder:

THERE ARE IMPORTANT 911 TERMS, CONDITIONS AND LIMITATIONS RELATED TO THE CLOUDLI™ 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 911.

When dialing emergency (911) calls using one of Cloudli's softphone applications for mobile device, depending on the type of device used the Service will automatically route those calls via your cellular provider. If your device does not support this function the Service will attempt to dial the emergency number over Wi-Fi or 3G/4G/5G if available.

Important: All voice communications and other communications using Cloudli mobile softphone applications will be carried over Wi-Fi or 3G/4G/5G when this option is enabled. Data communications sent over 3G/4G/5G may be subject to carrier charges depending on your plan and customer agreement with your carrier. The Service is for personal, non-commercial and reasonable use only. Cloudli reserves the right to suspend the Service for unreasonable use at its own discretion.

This Service agreement ("Agreement") for Voice and/or Fax over Internet Protocol (VoIP/FoIP) related Services is between Cloudli Communications Corp., ("we", "us" or "Cloudli") and the user ("you", "user" or "Customer") of Cloudli Services. The agreement provides the general terms and conditions applicable to Customer's use of Cloudli communications services. Customer is responsible for the usage of its affiliates.

1- Definitions

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

Softphone Application – a communications application software or Mobile App that allows users to make or receive calls over the Internet as well as communicate via text and/or audio chat.

Cloudli Softphone Device – an IP connected device such as computer, smartphone or tablet running a Cloudli Softphone Application.

Voice Service – a VoIP/FoIP 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 Cloudli Service Plan. The Voice Service also permits you to make or receive calls with other Cloudli subscribers entirely over the Internet.

Electronic Fax Service – a fax service providing you with the capability to send and receive fax documents using electronic mail (“email”).

Service – a Voice Service and/or Electronic Fax Service provided to you by Cloudli with the features then indicated, and subject to the then current terms and rates of the Cloudli Service Plan to which you subscribe as set forth on the Cloudli web site (www.cloudli.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 and by clicking “I Accept” with regards to this agreement, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement.

3- Term

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 Cloudli’s then current rates and terms, without further action by you unless you provide Cloudli with written notice of non-renewal not less than ten

[10] days prior to the end of the monthly term in which the notice is given. 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 unbilled charges, plus a disconnect fee (where applicable), all of which will be immediately due and payable. 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 a high-speed Internet connection (not provided by Cloudli) via cable, DSL or Ethernet. Typical bandwidth required for each simultaneous telephone call is 40Kbps, however you may require up to 90Kbps in certain circumstances, such as when making a fax call.

To use the Electronic Fax Service, the user must provide an email address for purposes of sending and receiving the fax documents, have all equipment necessary to send and receive email and have access to an email service for which, if applicable, user pays any fees associated with such email service.

To use the Voice Service, a Device which may be provided by Cloudli is also required. In the case of a Cloudli Softphone Device the user must also have a supported computer, Smartphone or Tablet.

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 traffic required for the Service.

5- Use Of Service

5.1 Conditions Applicable to Home Phone Service Plan Use: Cloudli Home Phone Service Plans are only for personal use. Use of a Home Phone 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 Cloudli in advance.

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

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

5.2.5 Other Users: You may allow other individuals in your household (when you subscribe to a Home Phone or Mobile Service Plan), business or office (when you subscribe to a Business, SIP Trunking or Fax Services 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.

5.2.6 Simultaneous Calls: Except as otherwise indicated on the Cloudli web site (www.cloudli.com) you may only make one simultaneous call with a Home Phone or Mobile Service Plan.

The number of simultaneous calls possible with a SIP Trunking Service Plan is equal to the number of lines subscribed to with that plan.

For the Business Service Plan the number of simultaneous calls that can be made by any one or more extensions to numbers other than extensions on the same account is equal to five plus the number of extensions subscribed to in that account. The number of simultaneous calls that one extension can make to other extensions on the same account is five.

For the Electronic Fax Service, the number of simultaneous fax calls is limited to ten.

You agree that your use of the Service to make more simultaneous calls than allowed per Service plan will obligate you to pay for additional Service plans or lines, in the case of the SIP Trunking Service Plan, and that you will be held accountable for all periods, including past periods, in which you made excess simultaneous calls.

5.2.7 Pay-As-You-Go and Excess Calling Charges: For users who have subscribed to a Cloudli Pay-As-You-Go Service Plan or a Service Plan that includes some usage and charges for excess usage, you will be charged at the rates indicated on the Cloudli web site (www.cloudli.com) for all calls including incoming calls, outgoing calls and calls to voicemail. Take note that the rates associated with different Service Plans may be different from one another, so care must be taken to consult the rates applicable to your specific Service Plan.

5.2.8 Long-Distance Calls: Unless included with your specific Service Plan, all calls made using the Service to non-Cloudli subscribers will be considered long distance calls and will be charged to you at the applicable rates as stipulated on the Cloudli web site.

5.2.9 Cloudli's softphone applications: allow users to access their Cloudli account for purposes of viewing and updating certain account settings, personal information and user preferences. To use the Service, you must have a compatible device with the Cloudli softphone application properly downloaded as well as a valid, active Cloudli paid service subscription. Cloudli's softphone applications are not a replacement for your mobile or fixed line service.

5.2.10 Fair Use: Cloudli, in Cloudli'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 exceed Cloudli's average subscriber calling pattern under a similar plan. Cloudli's decision in this regard shall be final. Without limiting the foregoing, use of any Cloudli Service Plan for or by call centers, or for or by any application with continuous or excessive calling patterns, where the calls are included with the plan at no extra cost, is strictly prohibited. Furthermore, use of the Service for auto-dialing, call forwarding, telemarketing (including, without limitation, charitable, marketing or political solicitation or polling), fax broadcasting or fax blasting, is strictly prohibited. Cloudli reserves the right to (1) immediately terminate or modify the Service, and (2) charge an administrative fee of \$100.00 per day of service during which Customer engaged in prohibited activities, if Cloudli determines, in its sole

discretion, that Customer's Service is/was being used for such prohibited activities or in any other manner prohibited by this Agreement.

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 Cloudli web site, by email or other manner determined by Cloudli in Cloudli's sole discretion. By using the Service you hereby agree to: (a) shall abide by all applicable laws, rules, and 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 Cloudli 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, municipal, provincial, 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 Cloudli or any other person; or (iii) interfere with another's use and enjoyment of the Cloudli 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 Cloudli's employees, officers, directors, shareholders, 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, Cloudli 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 Cloudli and other parties that suffer prejudice from your unauthorized use, misuse or modification of the Service.

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

6.3 Use of Device: You agree that where the Device is provided by Cloudli, it is exclusively for use in connection with the Service. You agree not to tamper with or modify said 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 and Fraudulent Use: You must notify Cloudli immediately, in writing by email, and by calling the Cloudli customer support line, if a Device is stolen. When you call and write Cloudli 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 and Reverse-Engineering: Any software made available to you by Cloudli is governed by these Terms of Service and the terms set forth in the applicable 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 Cloudli web site (www.cloudli.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: Cloudli 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 Cloudli is not liable in this regard.

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

7.2 Toll Charge Numbers: Cloudli Services may not access certain special service phone numbers such as, without limitation, 900- and 976- numbers. Cloudli 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 Cloudli 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 Cloudli 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 Canadian Radio-television and Telecommunications Commission (CRTC).

7.6 Privacy: Cloudli 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 Cloudli 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 Cloudli web site (www.cloudli.com) for additional information.

8 – Emergency Services – 911 Dialing

8.1- Cloudli's Emergency Calling Service: 911

Nomadic VoIP Service

The Voice Service offered by Cloudli is known as a Nomadic VoIP Service. This means that Cloudli allows Customer to make calls from anywhere that you have access to a broadband internet service. As you know, you can simply bring your Device with you and use the Voice Service wherever you are located.

However, because of these nomadic capabilities, Cloudli is not currently able to automatically detect whether the Voice Service is being used from the registered service address or from some other location. Consequently, when a subscriber relocates, Cloudli no longer has valid 911 routing or ALI (Automatic Location Information) data with which to process 911 calls from that Customer, unless the Customer updates his/her location information.

Cloudli's 911 Service

Following the directives made by the CRTC for interconnected VoIP Providers, Cloudli has, in compliance with such directives, implemented an emergency calling service or 911 service (the '911 Service').

In order to use the Cloudli 911 Service, you must be a Cloudli Voice Service subscriber. You must also activate the 911 Service according to the instructions provided by Cloudli, which can be found at [911 Service Information](#).

Once the 911 Service is activated, all calls by the Customer using the 911 Service will be connected to an intermediary (such as a third party call center), 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. A complete and full description of the 911 Service can be found at [911 Service Information](#).

8.2 Not a traditional 911 Service

Users of the Cloudli Mobile App Service on mobile phones should note that dialing 911 using the Cloudli Mobile application on your mobile phone is equivalent to dialing 911 using the native dialer of your mobile phone. The Cloudli Mobile application will use the native dialer of your mobile phone to complete your 911 call via your mobile carrier.

Other Cloudli users including users of the Cloudli Mobile App Service on devices

that do not have phone capabilities (example: iPod touch), should note that there are inherent differences in functionality between the Cloudli 911 Service and traditional 911 emergency services and should carefully read the following information.

8.3 Limitations to the 911 Service

Cloudli 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:

- A service outage has occurred for any reason, including the following:
 - Network Congestion;
 - Power failure or disruption;
 - Internet connection outage/termination by your Internet service provider;
- Cloudli terminates, suspends or cancels your Service for any of the reasons specified in our Terms of Service.

The 911 Service may not be accessible or may suffer quality and reliability issues if:

- You are a Voice Service Customer who brought their own Device and that Device does not support the G.711U codec. The ERS (Emergency Routing Service) codec policy enforces the G.711U codec for 911 calls. Subscriber Devices must be able to support the G.711U codec in the RTP payload. If G.711U is not supported by the Devices, the 911 call will be routed over non-emergency routes, which could result in call setup delays and loss of the quality and reliability available with ERS routes. Note that you are not required to use the G.711U codec as the preferred codec for your Device, but it must be offered as a supported codec in order to make use of the ERS on 911 calls.
- Misrouting of 911 calls occur for any reason 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.

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

- You have not provided an initial location for the 911 Service during account activation AND received an email from Cloudli confirming your successful activation; All 911 calls are routed to an emergency call center where an

emergency dispatcher will confirm the provided location or in case the user has not provided a location, ask for the current location.

- 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.

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 similar 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 Cloudli line of these important limitations.

8.4- Limitation of Liability

Neither Cloudli nor 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 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 Cloudli.

You agree to defend, indemnify, and hold harmless Cloudli, 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 with 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 Service relating to the absence, failure or outage of the 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 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.

8.5- Acceptance

Notwithstanding the Limitations that are discussed above, and having fully read and understood those Limitations as well as the limits of Cloudli's liability, you hereby fully acknowledge and accept, without limitation, the Voice Service, its Nomadic VoIP Service characteristics, 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, and materials on Cloudli'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 "Cloudli Property") are the exclusive property of Cloudli 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 Cloudli 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 Cloudli 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 Cloudli, which Cloudli 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 Cloudli, 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 Cloudli's sole discretion, disqualify you from the benefits of Cloudli'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: Cloudli will bill all charges monthly. Monthly fees for Service, according to the plan for which you registered, Device rental charges, and feature charges where applicable, will be charged monthly in advance. All charges for long distance, local minutes, fax pages, directory assistance (411), etc. that are not included in, or exceed, the features of the selected package will be charged monthly in arrears. However Cloudli reserves the right to bill at more frequent intervals if the amount due at any time exceeds \$50. Where applicable, charges for activation fees, deactivation fees or plan change fees, Device purchases, and shipping and handling charges will be charged at the time of your order.

If you are paying for the Service by credit card, your accepting of this Agreement authorizes Cloudli to charge the credit card on file with Cloudli, including any modified information given to Cloudli if the credit card expires or is replaced, for all charges as described herein. This authorization will remain valid until 30 days after Cloudli receives your written notice terminating Cloudli's authority to charge your credit card or until all accrued charges to your accounts are paid whichever is later. You must give us a valid credit card 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 Cloudli.

If you pay by a means other than by credit card, you agree that payment will be received by Cloudli within thirty (30) days from the invoice date.

10.2 Toll Charges: Long Distance Charges for calls through the Service will be billed to you at rates established by Cloudli and posted on the Cloudli web site (www.cloudli.com). These rates may be changed from time to time at Cloudli's sole discretion and will be posted on the Cloudli web site. Currently there are no charges between Cloudli users; however charges can be levied at the sole discretion of Cloudli and will be posted on the Cloudli web site. Call times for each call are rounded up and billed in six (6) second increments. 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. Cloudli 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, provincial and municipal taxes and 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 Cloudli in writing within seven (7) days after your monthly statement is posted in your account section on the Cloudli Web site or is sent to your email address if you dispute any Cloudli 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: Cloudli Customer Care Department, 1425 Rene-Levesque W., Suite 700, Montreal, Quebec, Canada, H4G 1T7 or service@cloudli.com.

10.5 Credit Approval and Deposits: Customer will provide Cloudli with credit information as requested. Cloudli may require Customer to make a deposit as a condition for Cloudli's acceptance of any Customer Order or continuation of: a) any usage-based Service; or b) any non-usage based Service where Customer fails to timely make any payment due hereunder or Cloudli reasonably determines that Customer has had an adverse change in financial condition. Deposits will not exceed 2 months' estimated charges for Service and will be due upon Cloudli's written request. When Service is discontinued, the deposit will be credited to Customer's account and the balance refunded.

11- Device Returns and Replacements

11.1 Returns: If returning a Device purchased or rented from Cloudli the Device 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. Customer is responsible for the cost and risk of return shipping of all Devices.

11.2 Replacements: If the Device is deemed defective by Cloudli and new equipment is shipped to Customer, the Customer is responsible for the cost and risk of return shipping of the defective Device to Cloudli. Device must be in good physical condition and packed in the original packaging with the UPC or bar code intact and with note indicating a Return Authorization number obtained from

Cloudli. All components, manuals and registration card(s) must be included. If the packaging containing any Device, we ship to you, 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 Cloudli's customer care department immediately. Warranty coverage varies depending on the type of Device that you choose and Cloudli's determination of the reasons for damage. Please refer to the appropriate Cloudli device warranty on the Cloudli web site (www.cloudli.com). If Cloudli's Customer Care service department determines, in Cloudli's sole discretion, that the aforementioned damage was caused by you or a third party, then you agree that Cloudli shall not be liable for such damages. You acknowledge and agree that Cloudli's decision in this regard shall be final and binding.

11.3 Return authorization: Devices must be returned with a valid return authorization number obtained from Cloudli Customer Care. To obtain a return authorization number, User must contact service@cloudli.com. THE MONEY BACK GUARANTEE WILL NOT BE HONORED IF USER FAILS TO MEET ALL SUCH REQUIREMENTS.

12- Termination/Discontinuance of Service

12.1 Termination By Customer: Cancellation of Service by Customer: You may cancel the Service by requesting a cancellation of Service form from service@cloudli.com and returning the form once completed at least 10 days prior to the end of your month's term. Service provision will be cancelled as at the end of the current month. There will be no refund on your current monthly charge and all usage fees will be charged to your account as well as a disconnect fee, if applicable, according to the rate established below.

12.2 Suspension or Termination of Service by Cloudli: Cloudli may suspend or terminate your Service anytime after sending Customer 5 days' advance written notice (by email or regular mail) at any time in Cloudli's sole discretion (and you acknowledge and agree that Cloudli's decision in this regard shall be final and binding) if:

- Any charge to your credit card on file with Cloudli 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 Cloudli for ALL CHARGES ACCRUED BEFORE AND THROUGH THE DATE OF TERMINATION and for charges incurred by Cloudli

owing to your non-payment, such as (but not limited to) collection costs and attorney's fees;

- Customer is violating or has violated Cloudli'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;
- Upon Customer's death, if Customer is an individual;
- 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
- For any reason whatsoever.

12.3 Termination By Cloudli: If Cloudli 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 unbilled charges, plus a disconnect fee, if applicable, and as stipulated below, all of which immediately become due and payable. The remedies available to Cloudli as stated herein do not exclude Cloudli's other rights, recourses and remedies against you.

12.4 Disconnect Fee: If you have rented a Device from Cloudli, you will be charged a disconnect fee of \$70.00 per 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 account.

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: a) The Device must be undamaged and in original condition, b) All documentation and packaging materials are returned, c) A valid Return Authorization (RA) number must be indicated on the package and shipping document. The RA will be sent to you by email by Cloudli upon receipt of your cancellation form.

12.5 No Liability: You acknowledge and agree that Cloudli shall not be liable whatsoever for any decision Cloudli makes concerning the suspension,

modification, termination or cancellation of your Service. In the event that Cloudli determines to terminate or cancel your Service, then all amounts owing to Cloudli, whether current, arrears or accrued, shall become immediately due and payable to Cloudli 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 Cloudli has granted you in connection with the Service and the Cloudli Property shall at the same time be automatically revoked and this Agreement automatically terminated (subject to the provisions of this Agreement which are deemed to survive such termination). The Customer will be required, at the Customer's expense, to return to Cloudli all of Cloudli Property in the Customer's possession or under the Customer's control. All of the Cloudli Property shall be returned in its original condition.

12.6 Money Back Guarantee: Subject to the below conditions for eligibility, Cloudli offers a 14-day money back guarantee. For Business Phone accounts the guarantee is applicable to up to four users per account. For other accounts the guarantee is applicable to one primary line per account, but not for additional or secondary lines. Under the terms of this Money-Back Guarantee, Cloudli will refund actual payments made by the Customer, if any, for the activation fee, the first month service fee, Device rental fees, and shipping charges. Any payment made by the Customer for the purchase of a Device for use with an eligible account, except for gateways, will also be fully refunded.

To be eligible for the Money-Back Guarantee, the user (i) must terminate the Service within 14 days of the Anniversary Date, (ii) the Device(s) must be returned within 14 days of the date of cancellation (iii) the Device must be returned in a manner consistent with the terms covering returns listed above (iv) must not have exceeded 250 minutes of usage or 250 fax pages. User remains responsible for any long distance charges, directory assistance and all other usage fees that are not eligible for refund. THIS MONEY-BACK GUARANTEE DOES NOT APPLY TO ACCOUNTS EXCEEDING THE USAGE LIMITS STATED ABOVE AND SUCH ACCOUNTS ARE NOT ELIGIBLE FOR REFUND OF ANY OF THE CHARGES DESCRIBED HEREIN.

13- Warranty, Limitations of Liability And Indemnification

13.1 Warranties: Cloudli 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 Cloudli 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 Cloudli'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 Cloudli's or its service provider's or vendors' negligence. Statements and descriptions concerning the Service or Device, if any, by Cloudli or Cloudli's agents or installers are informational and are not given as a warranty or representation of any kind.

13.2 Limitation of Liability: The parties agree that under no circumstances shall Cloudli, 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 theories of liability and apply whether or not Cloudli was informed of the likelihood of any particular type of damages.

13.3 Indemnification: The Customer agrees to defend, indemnify, and hold harmless Cloudli, 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 dialing or the Device. This paragraph shall survive termination of this Agreement and of the Service.

13.4 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.

13.5 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.

13.6 Maximum Liability: Notwithstanding anything to the contrary in this Agreement, Cloudli'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.

13.7 Hold Harmless: Dedicated Access, its employees, contractors and principals; will not be held liable for any damages arising from outages, interruption in service, loss of service or any action or event pertaining to or associated with the aforementioned.

14- Governing Law / Resolution Of Disputes

14.1 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 Quebec, 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 endeavor 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.

14.2 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 as expressly permitted by Cloudli.

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

14.4. Entire Agreement: The user acknowledges that he/she/it has read this Agreement, the rates posted on the Cloudli web site and all specific and current provisions relating to a promotion, special offer or functionality posted on the Cloudli web site or otherwise published, understands them, and agrees to be bound by all of the terms thereof and further agrees that this, together with specific provisions referring hereto, is the complete and exclusive statement of the agreement between the parties superseding and canceling all prior proposals, understandings and agreements, oral, electronic or written, between the parties.

Cloudli reserves the right to change the terms and conditions of this Agreement from time to time, including but not limited to rate changes, amendments to provisions relating to a promotion, special offers or functionality, 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. The then-current terms and conditions for use of the Service and the selected Plan(s) as set forth on the Cloudli web site (www.cloudli.com), from time to time, and all otherwise published, specific and current provisions relating to a promotion, special offer or functionality, form an integral part of this Agreement and are incorporated into this Agreement by this reference to them.

14.5 Change notice: Notice of any changes to the Terms of Service shall be considered given to and received by the Customer and effective on the date posted

on the Cloudli web site. Such changes shall be binding on the Customer. No amendments to this Agreement or to the terms and conditions on the Cloudli web site shall be considered valid if made unilaterally by the Customer.

14.6 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.

14.7 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 Cloudli web site or has clicked "I Accept" with regards to this Agreement shall be deemed to be a lawful representative of the Customer with requisite authority sufficient to bind the Customer.

14.8 Successors: This Agreement shall bind and enure in favor of the Customer and Cloudli as well as each of their respective heirs, successors, assigns, executors and legal representatives.

14.9 Your signature for acceptance of the services constitutes your agreement with and acceptance of each and every aforementioned term and condition which will indicate your binding commitment to accept and respect this Agreement and to subscribe for the Service inclusive of the selected Plan you have identified. Your use of the Service constitutes your acceptance of this agreement.