



## Unity Hardware Lease Program Terms and Conditions

Unity's Hardware Lease Program is available to those customers who have entered into a contract for the purchase of Unity UCaaS with an initial term of at least thirty-six (36) months. For clarification, the Lease term must be coterminous with the UCaaS MSA.

The terms governing the Lease Agreement are further subject to the general Unity Terms and Conditions available at [www.unityconnected.com](http://www.unityconnected.com), the terms of which are incorporated herein by reference. To the extent there is any conflict between the terms of the UCaaS MSA, the General Terms and Conditions and this Lease Agreement, the order of precedence shall be the UCaaS MSA, this Lease Agreement and then the General Terms and Conditions.

Any capitalized terms not defined herein will have the same meaning as in the Unity Terms and Conditions or the Unity UCaaS MSA, as applicable.

### Lease Agreement

This Lease Agreement is for the lease of certain telephone hardware (each a "Device") and (collectively, the "Leased Hardware") from Unity Connected Solutions Inc. ("Unity") to you ("Customer"). Unity charges a recurring monthly fee for each Device (collectively, the "Lease Fees"). As a part of your recurring bill from Unity, you agree to pay the Lease Fees for all Devices, using the same payment method and payment period as your payments for Unity UCaaS Services, as defined in your Unity MSA. Unity will prorate the Lease Fees for any device that is leased, for the initial period from the start of the lease period until the end of then-current billing period for the UCaaS Services, and the start of the lease will begin on the date a Device is recorded as delivered by a designated courier (the "Lease Start Date").

The Lease with respect to a Device shall commence on the Lease Start Date and terminate upon the earliest to occur of (a) either Party delivers written notice of termination of this Agreement to the other Party at least thirty (30) days prior to the applicable termination date (with such termination date being at the end of the UCaaS Services billing period in which the end of such 30 day period occurs, (b) the termination of the Unity MSA. Notwithstanding the above, at any time within thirty (30) days after the Lease Start Date, you may terminate the Lease Services with respect to a Device immediately upon written notice from you to Unity, without paying any Lease Fees for such Device.

Upon any termination of the MSA, you agree to return or purchase the Device(s) (including all accessories and materials that were provided with the primary device) consistent with Unity's written instructions and in accordance with the Financial Obligation as set out in the general terms below. At the end of the lease term and on upon receipt of payment of all Financial Obligations under the Lease Agreement, customer may purchase the Leased Hardware for one \$1 dollar.

If you wish to upgrade a Device, the replacement of the current Device shall be deemed a termination of the Lease with respect to the current Device and be subject to the termination provisions hereof, including the return or purchase provisions for the Device set forth in the Return or Purchase Rights section of this Lease Agreement; provided that the lease for the current Device shall be deemed to terminate, and the lease of the replacement Device shall commence, on the date the replacement Device is recorded as delivered by a designated courier.

The Lease Fees do not include sales tax. Sales tax will be charged as appropriate, based on the tax law in the jurisdiction where the Device is shipped.

#### Devices Ownership; Damage and Loss

Unity is and will remain the owner of each Device unless title is conveyed to you in writing following Unity's confirmation to you of its receipt of your payment in full of the Financial Obligation for the Device. You will not grant any third party any right to use, possess, or control any Device, sublease any Device, attempt to dispose of any Device, grant any interest or right in a Device to any third party, or otherwise do anything that undermines Unity's ownership of each Device. Unity may, without notifying you, assign Unity's interest in any Device, and in that event, Unity's assignee will have all of Unity's rights in the Device under this Agreement, but none of Unity's obligations. You agree not to assert against Unity's assignee any claims, offsets, or defenses you may have against Unity. Upon receipt of each Device, you will examine each Device, and unless you notify Unity within five business days of your receipt of a Device to any issue with a Device, each Device is deemed to be in good working order at the time of receipt. In the event that any Device delivered to you is stolen, lost, damaged, or transferred to any third party, regardless of the circumstances or cause, you will immediately notify Unity in writing and pay to Unity with respect to such item or items an amount equal to Customer's then relevant Financial Obligation. This obligation does not apply to any damage to a Device that is covered by the manufacturer's warranty.

#### Device Usage

You will ensure that: (a) each Device will only be used in a careful and proper manner and in accordance with the written instructions provided with it by Unity, as may be updated by Unity or the manufacturer of the Device from time to time; (b) each Device will be used with due care and will not be defaced, modified, or used or operated in any manner or for any purpose in violation of any federal, provincial, or local law or regulation; (c) each Device must remain within Canada for the term of the Agreement. (d) any regulatory or certification markers affixed to a Device may not be removed, defaced, or otherwise obstructed; and (e) each Device will only be repaired subject to Unity's express written authorization and in accordance with Unity's instructions and requirements.

#### Warranty Disclaimer

EACH DEVICE IN CONNECTION WITH THIS RENTAL AGREEMENT IS PROVIDED "AS IS" AND "AS AVAILABLE" AND UNITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SIMILAR WARRANTY, WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF CANADA OR ANY PROVINCE THEREOF OR ANY COUNTRY. UNITY MAKES NO REPRESENTATIONS OR WARRANTIES THAT ANY DEVICE WILL BE DELIVERED TO YOU BY A PARTICULAR DATE OR IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS (INCLUDING PATENT AND TRADE SECRET RIGHTS). THE ENTIRE RISK ASSOCIATED WITH THE USE OF ANY RENTAL DEVICE SHALL BE BORNE SOLELY BY YOU.

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT UNITY CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

## General Terms

You authorize us to collect any payment owed by you hereunder from your payment method, as provided in your Unity UCaaS MSA. This Lease Agreement, which is subject to and incorporates by reference the Unity MSA and Unity General Terms and Conditions, constitutes the complete, final, and exclusive embodiment of the entire agreement between you and Unity regarding the Lease. In signing the Agreement, the undersigned represents to Unity that the undersigned has full power and authority to perform all of its obligations hereunder. This Lease Agreement is the binding obligation of the undersigned, enforceable against the undersigned in accordance with its terms.

The occurrence or happening of any one or more of the following events shall constitute an event of default: (i) failure by Customer to pay any lease or other amounts payable hereunder within five (5) days of the due date thereof; (ii) failure by Customer to perform or observe any covenant, condition or agreement to be performed or observed hereunder and such failure shall continue for a period of 20 days; (iii) any representation or warranty made by Customer herein or in any document or certificate furnished to Unity in connection herewith or pursuant hereto shall prove to be incorrect at any time in any material respect; (iv) if Customer enters into a transaction involving the sale of its assets in bulk or if Customer attempts to sell or dispose of, or in any way part with possession of any of its assets outside the ordinary course of its business; (v) if Customer becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver be appointed for Customer or for a substantial part of its property without its consent; (vi) if bankruptcy, reorganization or insolvency proceedings be instituted by or against Customer; (vii) a writ, execution, attachment or similar process be issued or levied against the Leased Hardware.

Upon the happening of an event of default, Unity in its absolute discretion may: (a) enter upon the premises where such Leased Hardware is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without liability to Unity for or by reason of such entry or taking of possession, whether for damage to property or otherwise, and sell, rent or otherwise dispose of the same for such consideration and upon such terms and conditions as Unity may reasonably deem fit; (b) in the name of and as the irrevocably appointed agent and attorney for Customer and without terminating or being deemed to have terminated this Agreement, take possession of the Leased Hardware and proceed to rent or sell the Leased Hardware to any other person, firm or corporation on such terms and conditions, and for such period of time as Unity may deem fit and receive, hold and apply the same against any monies expressed to be payable from time to time by Customer hereunder; (c) terminate this Agreement and by written notice to Customer specifying a payment date not earlier than five (5) days from the date of such notice, require Customer to pay to Unity as its financial obligation ("Financial Obligation") on the date specified in such notice the sum of (i) any lease and other amounts due and unpaid, and (ii) as a genuine pre-estimate of liquidated damages for loss of a bargain and not as a penalty, an amount equal to the present value of the aggregate of all Rental payable to the expiration of the Lease Term calculated by discounting such amounts at eight percent (8%) per annum, and (iii) the amount of any residual interest which Unity may have in the Leased Hardware and which was used in the establishment of the Hardware Lease and term; (d) as a late charge, require the payment of interest at the rate of 12% per annum on any overdue payment until paid. Upon payment by Customer of its financial obligation, Unity shall refund to Customer the net amount received by Unity on any sale, lease or disposition of the Leased Hardware after deducting all costs and expenses incurred by reason of the occurrence of the event of default or the exercise of Unity's remedies in respect thereof, including selling commissions and expenses and legal fees and disbursements on a solicitor/client basis. Except as otherwise expressly provided above, no remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Unity at law or in equity.

Unity may, in its discretion, update or change the terms and conditions of this Lease Agreement, and the version of this Lease Agreement applicable to each Device, is the version of this Lease Agreement then in effect at the start of the lease for that Device, including the start of the lease for an upgrade Device.

This Hardware Lease Program is offered and available to Canadian residents only. Customer must agree to a Service Commitment Period for Unity UCaaS Services with an Initial Term of at least 36 months to be eligible to participate in the Unity Hardware Lease Program.

CUSTOMER ACKNOWLEDGES THAT STATEMENTS UNDER THE VARIOUS PROVINCIAL PERSONAL PROPERTY SECURITY ACTS AND THE CIVIL CODE OF QUEBEC MAY BE REGISTERED WITH RESPECT TO THE AGREEMENT AND THE HARDWARE AND HEREBY WAIVES RECEIPT OF, AND THE RIGHT TO RECEIVE, A COPY OF ANY SUCH REGISTERED STATEMENT OR VERIFICATION STATEMENT WITH RESPECT THERETO. TO THE EXTENT NOT PROHIBITED BY ANY LAW APPLICABLE TO AND GOVERNING THIS AGREEMENT, CUSTOMER HEREBY WAIVES THE BENEFIT OF ALL PROVISIONS OF ANY LAW, STATUTE OR REGULATION WHICH WOULD IN ANY MANNER AFFECT LESSOR'S RIGHTS AND REMEDIES HEREUNDER, INCLUDING PROVISIONS OF THE LIMITATIONS OF CIVIL RIGHTS ACT OF SASKATCHEWAN. FOR PURPOSES OF THE CIVIL CODE OF QUEBEC, THE CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT SHALL BE CONSIDERED A CONTRACT OF LEASING.