



Unity Connected Solutions Inc. Service Terms and Conditions

These Terms and Conditions and the Master Service Agreement("MSA") constitute an agreement (the "Agreement") between Unity Connected Solutions Inc. ("UNITY"), and its subsidiaries, affiliates, agents and/or licensors UNITY and the end-user customer ("Customer", "you" or "user") for hosted services, internet service, facsimile, and related services ("Service" or "Services") associated with your assigned account ("Account"). Use of the Services constitutes an agreement between you and Unity.

Service Distinctions. The Service is not a telecommunications service and we provide it on a best efforts basis. Important distinctions exist between telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

1. Subscription to Services

The Customer as set out in the attached Schedules, Payment Agreement, Master Service Agreement or additional Schedules executed from time to time by the Customer (collectively, the "Schedules") agrees to subscribe to the Services.

If the Customer cancels or delays a request for a Service, after installation work has commenced, but before the Service is installed, the Customer shall be liable for any and all installation charges, removal costs and any applicable termination fees incurred by UNITY and shall pay the same upon receipt of the invoice. UNITY will, on a best effort basis, attempt to reduce costs to the Customer for any of the work performed.

In the event that UNITY, at the request of the Customer, incurs unusual expense on a pre-approved basis, in the provision of a Service to the Customer, for example and without limitation, for securing right of way or for special construction, the Customer shall be liable for such expenses which shall be payable in accordance with Section 3.

2. Term

The services will be provided for the period and pursuant to the terms set out in the applicable Schedule(s). This Agreement, as it applies to a Service Schedule, will continue as long as any Service Schedule remains in effect. The Term will commence on the latter of the Acceptance Date set forth herein and the date the first Service is installed by UNITY and/or UNITY's affiliates and shall automatically renew for successive term(s) equal to a twelve (12) month Term, unless either Party shall have given notice of termination at least 30 days prior to completion of the Term or any renewal thereof.

3. Payment and Billing

The customer is responsible for any and all charges (without any right of set-off or deduction) for the Services. The Customer is responsible for paying all calls originating from and charged calls accepted at its telephones and/or equipments, regardless of who made or accepted them.

The Customer agrees to pay the rates and charges including any applicable service charges, other non-recurring charges or feature changes or any other charges for their services in accordance with UNITY's price quote as set out in the applicable Schedule(s) and as outlined in UNITY's monthly invoices. UNITY reserves the right to change tariff rates should there be a price increase and these rates will be made available to all customers on UNITY's website.

All monthly services, hardware and installation options are to be paid for by either VISA or Mastercard. Hardware will be billed at time of order. Any other credit terms or offerings for the customer will be offered at the sole discretion of UNITY.

All fixed and variable service charges are payable monthly. Notwithstanding anything contained in section 3, a late payment charge of 1.5% per month, will accrue on any amounts remaining unpaid for thirty (30) days, after the date of any invoice (the "Interest Application Date") The Customer is responsible for any applicable Provincial, State or Federal taxes or similar charges including regulatory recovery fees, universal service fees, 911 fees, and government fees prescribed by the CRTC or FCC authorities. The Customer shall be responsible for paying, at any time, a previously unbilled or under billed charge where it is correctly billed from the date it was incurred after it has been correctly invoiced. There shall be no interest payable by the customer for the period prior to the billing date as it pertains to the previously unbilled or under billed charges.

Where UNITY has reasonable grounds for believing that the Customer intends to defraud UNITY, UNITY may demand immediate payment from the Customer. The Customer shall be liable to UNITY for all reasonable costs and/or expenses incurred; including legal fees, in the collection or attempted collection of any unpaid charges and such amounts shall represent a debt owed by the Customer to UNITY.

Cheques rejected, due to Non-Sufficient Funds, will be subject to a service charge ('NSF Charge'). UNITY accepts payment by Visa and Mastercard and if the customer chooses to pay by either one of these credit cards, the Customer authorizes UNITY to charge the total amount of the invoice to the Customer's chosen credit card.

4. Termination

UNITY may terminate any Service(s) or the Agreement, at UNITY's sole discretion, immediately and without further obligation to the Customer, in the event that the Customer or any Permitted User(s) breaches any term or condition of the Agreement, or the applicable Service Schedule(s) (including failure to make full payment of an invoice pursuant to its terms) and such breach cannot be cured or is not cured within ten (10) days of UNITY notifying the Customer of such breach. Notwithstanding the generality of the foregoing, UNITY shall be at liberty to deliver to the Customer notice of late payment and subsequent charge of late payment fees as per section 3, with respect to an unpaid invoice in the event that the Customer has failed to remit payment for the invoice within thirty (30) days following the date of the invoice. UNITY shall be at liberty to deliver to the Customer notice of breach in the event that the Customer has failed to satisfy an invoice within forty (40) days of its date. The Customer shall have five (5) days thereafter within which to satisfy the said unpaid invoice failing which UNITY shall be at liberty to terminate the agreement.

Unless otherwise required by law, either Party may terminate any Service(s) or the Agreement, at such Party's option and without further obligation to the other Party, upon providing the other Party with 24 hours electronic notice, in the event that: the other Party becomes an insolvent person either within the meaning of the Bankruptcy and Insolvency Act (Canada) or the Chapter 11 of the United States Bankruptcy Code or commits or threatens to commit any act of bankruptcy; or any proceeding is commenced or any step is taken by or against the other Party for the dissolution, liquidation or winding-up of a Party or for any relief under the laws of any jurisdiction relating to bankruptcy, insolvency, reorganization, arrangement, compromise or winding-up, or for the appointment of one or more of a trustee, receiver, receiver and manager, custodian, liquidator or any other person with similar powers with respect to such Party.

Unless otherwise required by law, UNITY may terminate any Service or the Agreement at UNITY's option and without further obligation to the Customer, upon providing the Customer with 24 hours' written notice, in the event that the Customer is reasonably suspected of using the Service(s) for fraudulent or illegal purposes. The Customer acknowledges that the termination fee(s), if any, described in the Service Schedule(s) represent liquidated damages and not a penalty. The Customer acknowledges that the actual damages suffered as a result of termination would be extremely difficult to calculate, and that the fee(s) represent(s) a reasonable estimate of actual damages.

The Customer may terminate this Agreement by requesting and completing the Cancellation Request Form, prior to the end of the Initial Term or any renewal term, with 30 days' prior written notice to UNITY provided, however, that the Customer shall pay to UNITY a Termination Fee, equal to the "commitment Level" set out in Service Schedule(s) multiplied by the number of months in the unexpired portion of the initial Term or Renewal Term, as applicable. This Termination Fee will not be due should the termination be as a result of Section 2 or 6. Notwithstanding the above, the Customer may terminate this Agreement without any such Termination Fee: if, in conjunction with such termination, the Customer enters into an Agreement with UNITY for the provision of other UNITY Service(s) with a 'Commitment Level' no less than that provided for under this Agreement, for an initial Term no less than that provided under this Agreement. In the case of prepaid Service that has been terminated, unless suspension occurs during the minimum contract period, UNITY shall make a daily pro-rata allowance, based on the monthly charge for such Service(s).

5. Disputes

The Customer must bring all billing inquiries and billing disputes to UNITY's attention, in writing, within thirty (30) days of the invoice date. Failure to do so shall constitute acceptance of the accuracy of the entire contents of the invoice, and the Customer will have no further right to challenge the accuracy of any portion of the invoice.

The customer agrees and acknowledges that the undisputed portion of any disputed invoice and all subsequent invoices shall be paid by the customer on a timely basis or the Service(s) may be terminated by UNITY.

6. Security & Deposits and Credit Check

Upon request of UNITY, the Customer shall provide security or pay a deposit before new Services are provided where UNITY acting reasonably and utilizing industry-standard credit verification processes (including but not limited to commercially available services such as Equifax or Dunn & Bradstreet), determines security or a deposit is warranted. Should the customer decide not to provide the necessary

security or pay a security deposit, then UNITY shall have the right to terminate the agreement with thirty (30) days written notice. Any penalties or liquidation damages as a result of the early termination by UNITY shall be waived.

7. Equipment Sales and Warranty

If UNITY is unable to immediately fill the entire order, UNITY shall notify Customer and if Customer so requests, UNITY shall ship those goods in stock as an accommodation to the Customer's order. The balance of the order shall be shipped on back order and the Goods shall be sent to Customer upon receipt in stock unless otherwise directed by Customer.

All shipping dates given by UNITY are approximate. Under normal circumstances orders will be shipped within 5-7 business days. Deliveries may be subject to delay due to, but not limited to, acts of God, strikes, labour difficulties, fire, delay or defaults of common carriers or any other delays beyond UNITY's reasonable control, and UNITY shall not be liable for any loss or damage arising there from. UNITY represents that it possesses the skill to properly package the Goods being shipped. All Goods damaged in transit are not the responsibility of UNITY. All claims are to be made with the corresponding freight or shipping company. Any delivery not in dispute shall be paid in full, regardless of controversies relating to other delivered or undelivered Goods. Risk of loss of the Goods shall pass to the Customer once the Goods are shipped from UNITY's premises or affiliated warehouse (F.O.B) to Buyer.

UNITY offers a supplementary warranty in addition to the manufacturer's warranty for as long as the service contract is in place. This supplementary warranty will provide advanced set replacement for any failure resulting from normal usage after the manufacturer's warranty has expired. UNITY has the right to change conditions of this warranty at any time during the service contract. If Customer receives Goods in a defective condition due to imperfect material or workmanship, and if such information is reported to UNITY within thirty (30) days, a Return Merchandise Authorization (RMA) number shall be issued by UNITY to Customer. If after thirty (30) days of receipt said Goods are deemed by UNITY or by the appropriate manufacturer to be defective due to imperfect material or workmanship and said Goods are covered by a manufacturer's warranty, Customer shall contact appropriate manufacturer for warranty service. UNITY is not obligated to intervene on behalf of the Buyer to have the manufacturer's warranty executed, although UNITY may provide assistance if so chooses.

All requests to return Goods which are deemed to be defective by UNITY must be reported to UNITY within thirty (30) days of receipt. Failure to give notice within thirty (30) days after receipt shall constitute an irrevocable acceptance of the Goods. No request shall be made after the Goods are used, processed, opened, or changed in any manner from the original condition. All warranty cards and similar items must be properly packaged and included with the Goods and returned to Seller in the original packaging. All returns must be sent shipping prepaid with appropriate card and external packaging to ensure Goods arrive in good condition. No Goods shall be returned to UNITY unless UNITY has authorized a return and provided an RMA to Customer. UNITY will replace the defective equipment once the defective equipment has been received. Customer will adhere to all return shipping instructions provided by UNITY. The duty of the Customer is to accept the Goods and pay in accordance with the terms of this Agreement.

UNITY will not be liable for any data or files contained within equipment upon return and Customer releases UNITY from any lost, damaged or destroyed files, data or other information.

Equipment sales are final sale, UNITY will not accept returns except for defective equipment within thirty (30) days of the date of sale.

UNITY cannot provide support for any equipment that is obtained from third party sources or is not purchased from UNITY. UNITY reserves the right to levy an equipment setup fee per equipment or device to assist with setup of non-supported devices.

Shipping and delivery times are not guaranteed. UNITY will not be liable or offer compensation for any delays in shipping or processing of equipment orders. In no event will UNITY be liable for losses resulting from delayed arrival of equipment.

Customer agrees that they own the equipment and bear all the risk of loss, theft, or damage regardless of the payment schedule selected or length of term. Customer agrees that the loss, failure, theft or damage of the equipment will have no effect on the Service or payment of the Services.

8. Directory Listings

Directory listings which include yellow or white pages listings are not included with any service plans or for any telephone numbers.

9. Authorized Uses; Prohibited Uses

Customer understands and agrees to use the Service only for lawful purposes and that Customer shall not, at any time, use the Service for any illegal, improper or abusive purpose or in any way which interferes with UNITY's ability to provide Service to other customers, prevents or restricts other customers from using the Service, or damages any of UNITY's property or other customers' property.

- Customer will not engage in behavior that is obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, malicious, infringing, or invasive of another's privacy.
- Customer will not send unsolicited messages, or advertisements, including email, voicemail or faxes (commercial or otherwise) ("spamming"), or otherwise send bulk and/or junk email, voice mail, or faxes.
- Customer will not harvest or otherwise collect information about others, including email addresses, without their consent.
- Customer will not knowingly transmit any material that contains viruses, time bombs, Trojan horses, worms, or any other programs that may be harmful or dangerous.
- Customer will not create a false Caller ID identity ("ID spoofing") or forged email address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of any communication made using the Services.
- Customer will not transmit any material that may infringe the intellectual property rights or other rights of third parties.
- Customer will not use or employ methods and/or devices that are designed or likely to take advantage of, bypass, exploit or otherwise avoid any Reasonable Use Policy.
- Customer will not violate any Canadian or foreign law regarding the transmission of technical data or software exported through the Service.
- Customer will at all times obey all laws and policies of the Canadian Radio-television Telecommunications Commission and the FCC as applicable.
- Customer agrees that they shall be solely liable for any transmissions sent through the Service and that UNITY has no control over the content of any transmission.

- Customer will abide by all applicable policies and procedures and agreements related to the Services.
- Customer will not attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means.
- Customer agrees to pay all shipping and handling charges related to any equipment returns. Customer must adhere to all return shipping instructions provided by UNITY.
- Customer will not interfere with other customers' or third-parties' use and enjoyment of the Service or use the Service in any manner which disrupts, prevents or restricts any other customer from using the Service.
- Customer agrees that the use of the Service is subject to all applicable local, state, national, and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination, securities laws, and false advertising).
- Customer is solely responsible for all acts or omissions that occur under their account or password, including the content of their transmissions through the Service.

10. Network Security

- Customer agrees to maintain industry accepted safeguards over their network infrastructure and to safeguard all security information including passwords used to access UNITY's systems. Customer agrees that they will ensure that firewalls, network equipment and systems remain secure and prevent unauthorized access to them.
- Customer acknowledges that they may receive passwords or usernames via the Internet or through e-mail and will take necessary steps to safeguard that information.
- Customer acknowledges that they are responsible for any breach of their security or unauthorized use of their equipment or passwords to access UNITY's systems and that all telephone calls made by those unauthorized parties will be billable to the Customer's account.

11. Incompatibility

- Customer acknowledges and agrees that the Service may not be compatible with certain models or brands of routers, modems or networking equipment. Customer further acknowledges and agrees that the Service may not be compatible with certain Internet providers, mobile providers, mobile platforms or that those internet providers may choose to block the Services.
- Customer agrees that the Service may not be compatible with certain telephony equipment and IP phone equipment.
- Customer agrees that UNITY can only provide support and assistance with equipment, phones, modems, routers and devices specifically recommended for a particular purpose.

12. Non-Voice Systems

Customer understands and agrees that the Services are not set up to function with out-dialing systems including home security systems, medical monitoring equipment, PSTN-based point of sale systems, satellite television systems and some facsimile systems. Customer agrees to hold harmless UNITY from all liability related to the function, interruption or disruption of such systems by the Services.

13. Maintenance, Inspections, Tests and Adjustments

To the extent applicable in respect of a Service, it is the Customer's responsibility to provide, prepare and maintain one or more locations for the installation of UNITY's Underlying Carrier Facilities necessary in order for UNITY to provide a Service to the Customer. Such provision, preparation and maintenance shall comply with UNITY's Underlying Carriers' specifications and shall be at the Customer's expense. The Customer shall make available to UNITY such Customer Facilities (including providing access to the Customer's premises) as may be required by UNITY.

In the event that the Customer fails to provide, prepare or maintain one or more locations for the installation of UNITY's Services, in accordance with the above paragraph, or fails to do so in a reasonably timely manner, UNITY shall not be liable for any resulting delay in commencing the Service or any Service interruption and related damages, and the Customer shall be liable for any additional costs incurred by UNITY, in order to install or restore the Service as approved by the Customer in advance. The Customer shall be liable for any costs incurred by UNITY upon providing reasonable notice to the Customer, access the Customer's premises and make such inspections, tests, and adjustments as may be deemed necessary to investigate, modify, repair or maintain the installation of operation of UNITY's Underlying Carrier's Facilities or Customer Facilities ("Maintenance"). In the event of an emergency (as determined by UNITY, in its sole discretion, including without limitation, network-affecting disruptions involving Customer Facilities), potential harm to UNITY's Underlying Carriers' network, or pursuant to a Court order, UNITY may access the Customer's premises and perform Maintenance at any time, and UNITY shall make a reasonable attempt, in such circumstances, to provide notice to the Customer of the need to access the premises.

UNITY's Underlying Carriers shall bear the expense of Maintenance and repairs required due to normal wear and tear to the UNITY's Services. However, UNITY may charge for additional expenses incurred when the Customer requires Maintenance and repair work to be performed outside of UNITY's regular working hours.

14. UNITY's Facilities

The Customer shall not, without UNITY's prior written consent and then subject to such conditions as UNITY may require, make any alteration, addition or repair to UNITY's Facilities, connect any of the Customer-provided Facilities (including equipment) (the "Customer Facilities") to UNITY's Facilities, or permit access to the UNITY's Facilities by any person(s) not approved by UNITY.

The Customer will ensure, at all times, that UNITY-provided equipment and Customer or Third Party provided equipment, at each site that Services are provided, is stored in a manner and in an environment which conform to the relevant equipment manufacturer's specifications and the specifications, if any, provided by UNITY, and provide all necessary infrastructure for such equipment; and be responsible for the loss of and risk or damage to UNITY's Underlying Carrier's Facilities except where caused by the negligence or wilful misconduct of UNITY.

15. Operator Assisted Calling; X11 Calling

Customer acknowledges and agrees that the Service does not support 0+ or operator assisted calling, including, without limitation, collect calls, third party billing calls, 900 calls, calling card calls or dial around calls. This Service may not support 311, 511 and other X11 services in one or more service areas.

16. 911 Service

UNITY provides VoIP 9-1-1 service that is similar to traditional 911 service but has some important differences and limitations when compared with enhanced 911 service (E911) available in most locations in conjunction with traditional telephone service. With both traditional 911 and E911 service, your call is sent directly to the nearest emergency response centre. In addition, with E911 service, your call-back number and address are visible to the emergency response centre call-taker.

With UNITY's 9-1-1 service, your call is sent to a national emergency call centre. The call centre operator will request or confirm your location information and then transfer your 911 call to the emergency response centre nearest to your location. You should be prepared to provide or confirm your address and call-back number with the operator. Due to the nature of VoIP and the ability for customers to move their equipment to any location at any time, emergency personnel may or may not have your up to date location information. If you are unable to provide this location information to the operator, the emergency response center will not be able to dispatch emergency services to your location or will dispatch emergency vehicles to your last known address. Location information cannot be provided to emergency personnel automatically in all areas and in the event that such information is incorrect or out of date or unavailable it is important that you provide this information to the emergency services operator. Under no circumstances should you hang up unless told directly to do so and if disconnected, you should dial 911 again and provide your location to the operator.

UNITY provides a web based interface for updating your physical location. Customers must keep this information current at all times. In case you are not able to speak during the 911 call, the emergency personnel will dispatch emergency response vehicles to your last registered address. You need to update your VoIP 9-1-1 information if you move your device to a different physical location. If different extensions have different physical locations you will need to setup multiple emergency locations and assign each extension to a different location. Customer agrees and acknowledges that they are solely responsible for updating and maintaining the 911 information and that UNITY is not responsible for updating, auditing or maintaining this information on behalf of the Customer.

VoIP 9-1-1 service will not function in the event of a power, broadband, ISP or service outage, or if your account with UNITY is suspended or disconnected. Following a power failure or disruption, you may need to reset or reconfigure your device prior to utilizing the service, including VoIP 9-1-1.

911 service is not available outside the country as set out in your emergency locations profile within your account. 911 service is not available in International locations outside of the USA and Canada. Failure to keep your emergency locations profile up to date with your current address could result in your 911 call not being directed to the correct public safety answering point (PSAP) which may not be able to re-route your call should you be in a location different from your emergency location profile in your account. You should inform any employees, household members, guests and other persons who may be present at the physical location where you utilize UNITY's service, of the important differences in and limitations of VoIP 9-1-1 service as compared with E911 service, as set out above.

There may be a greater possibility of network congestion and/or reduced speed in the routing of a VoIP 9-1-1 call made utilizing the service as compared to traditional 911 dialing over traditional public telephone networks.

We do not have any control over whether, or the manner in which, calls using our VoIP 9-1-1 service are answered or addressed by any local emergency response centre. We disclaim all responsibility for the conduct of local emergency response centres and the national emergency calling centre. We rely on

third parties to assist us in routing VoIP 9-1-1 calls to local emergency response centres and to a national emergency calling centre. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither UNITY nor its officers or employees may 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 our VoIP 9-1-1 service. You shall defend, indemnify, and hold harmless UNITY its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, legal fees and expenses) by, or on behalf of, you or any third party relating to the absence, failure or outage of the service, including VoIP 9-1-1, incorrectly routed 911 calls, and/or the inability of any user of the Service to use VoIP 9-1-1 or access emergency service personnel.

If you are not comfortable with the limitations of the VoIP 9-1-1 service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnect the Service.

You acknowledge that UNITY's equipment and services do not support 911 emergency dialing or other functions in the same way that traditional wireline 911 services work. The differences are provided above and the user agrees to notify any potential user of the services, who may place calls using the service, of the 911 limitations.

Customer agrees and acknowledges that there are limitations when using the service outside of the United States and Canada that apply specifically to 911 service. The UNITY service does not allow the Customer to access emergency services in any country outside of the United States and Canada. UNITY disclaims any obligation to provide the Customer with access to emergency services in any jurisdiction other than the United States and Canada.

You agree that UNITY, its directors, officers, employees, subsidiaries and assigns may not be held liable for any claim, damage, or loss (including, without limitation, attorneys' fees) by, or on behalf of, you or any third-party user arising from any attempt to dial 911 or make an emergency call using UNITY's Services. You waive all claims and causes of action against UNITY, its directors, officers, employees, subsidiaries and assigns, arising from or relating to any attempt to dial 911 or make an emergency call using UNITY's Services, unless the claims or causes of action arise from UNITY's gross negligence, recklessness, or wilful misconduct. Some jurisdictions do not permit certain limitations of liability, so certain of the foregoing waivers may not apply to you.

17. Proprietary Rights

UNITY owns and shall at all times retain sole and exclusive right, title and interest to the Service, including all copyrights, trademarks, trade secrets, and all other intellectual property rights thereto, including without limitation with respect to all technology used in connection with or provided as part of the Services. All rights not expressly granted under this agreement are retained by UNITY. Any new features provided by UNITY shall also constitute "Services" and shall be subject to this agreement.

Customer may not, and shall not allow any third party to copy, distribute, sell, resell, license, sub-license, reproduce, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services and/or any of UNITY's technology or software for any purpose whatsoever.

18. Reasonable Use

All plans may only be used for normal business use and are provided only for live dialog between individuals.

Customers may not forward their calls to another phone number(s) capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system.

Each unique extension may be used by one (1) individual employee at a time.

Fax broadcast, spamming or sending unsolicited faxes are prohibited.

Auto-dialing or "predictive" dialing where non-manual dialing or using software/hardware based systems to continuously dial or place outbound calls are prohibited.

19. International and Long Distance Charges

Plans which include long distance calling cover the contiguous United States and Canada but specifically exclude Alaska, Hawaii, Yukon, the North West Territories, Nunavut and all off-shore U.S. territories. Customers are responsible for all charges to exchanges not covered by their plan at the per-minute rate per the MSA or if not defined in the MSA as posted on UNITY's website at the time the call was placed.

International calling is not included. Customers who choose to use this service will pay the per minute rate per the MSA or if not defined in the MSA as posted on UNITY's website for the international exchange they dialed at the time the call was placed. Per minute rates for long distance and international calling are subject to change without notice.

20. Fair Use

UNITY's service plans are limited to a maximum number of minutes per month per channel/line/extension depending on the Customer MSA. Customers who go over this limit may be charged on a per minute basis for each minute over this maximum threshold. This applies to all plans or any combination of plans. UNITY can at its sole discretion choose to waive this limit in special circumstances. Sent and received faxes are subject to a limited to a maximum of 1000 pages in a given month.

21. Number Ownership

Customer understands and agrees that telephone numbers requested from UNITY may not be available, and that you are not the owner of any toll-free or local telephone number or facsimile number assigned to you by UNITY. Customer understands and agrees that UNITY may from time to time need to change the telephone or facsimile number assigned to you. Customer understands that unless you arrange with a new service provider to port your telephone number to that new service provider, the number assigned to you will be reassigned upon termination of your service. UNITY will not be liable for any damages (included consequential or special damages) arising out of any such reassignment.

22. Number Availability

In certain cases it may be possible for the Customer to request a specific telephone number. If Customer requests a specific telephone number, UNITY will attempt to provide Customer with that telephone number. However, UNITY cannot guarantee that requested telephone numbers will be available. Under no circumstances should Customer order any printed material, such as business cards or stationery and/or promotional or event cost, or otherwise arrange publicity showing this telephone number until that telephone number becomes active in the Customer's account. UNITY will not be liable for any costs arising from inaccurate telephone numbers. Customer is responsible for testing each telephone number from an outside telephone line to ensure it is routed properly.

23. Storage

UNITY is not obligated to store your voicemails, call logs, sent/received calls, and/or faxes, and does so only as a convenience to the Customer. Customer agrees that UNITY has no responsibility or liability whatsoever for the deletion of or failure to store any voicemail or fax messages, any call-log information, and/or other communications maintained or transmitted by the Services.

24. Unsolicited Calls

The transmission of unsolicited calls, using the Service for broadcasting and/or transmitting unsolicited fax advertisements is illegal under US and Canadian law. Distribution of unsolicited voicemail, broadcast, and fax advertisements through the Services is prohibited. You shall not use the Service to send or transmit any unsolicited communications or advertisements and Customer agrees that UNITY may suspend or terminate the Services without any liability of any kind.

UNITY may at its option and without further notice use technologies and procedures, such as filters, that may terminate such unsolicited advertisements without delivering them. You hereby release and agree to hold harmless UNITY from and against any damages or liabilities of any kind related to any voicemail, broadcast and/or fax spam or solicitations that you may send and/or receive using the Services.

Customer agrees that UNITY may cooperate with any CRTC, FCC or police investigation into the unauthorized use of Services for the purposes of unsolicited calls and can provide Customer contact information to those authorities if requested to do so.

24. Recording Conversations

UNITY offers certain services which provide a function that allows the Customer to record individual telephone conversations. The laws regarding the notice, notification, and consent requirements of such recorded conversations vary by jurisdiction. Customer agrees that they are solely responsible for complying with all federal, state, provincial and local laws in any relevant jurisdiction when using these features. UNITY expressly disclaims all liability with respect to Customer recording of telephone conversations. Customer hereby releases and agrees to hold harmless UNITY from and against any damages or liabilities of any kind related to the record of any telephone conversations using the Services.

25. Inbound Number Porting

Customer must keep telephone service with previous service provider active in order to port a telephone number to UNITY.

Customer hereby authorizes UNITY to act on behalf of the Customer to make changes to the existing Local phone service with respect to Local Number Portability. UNITY assumes no liability for any device(s) connected to the network which may inhibit the functioning of the telephone lines and related Services, including Audio and Video conferencing, DSL, pbx systems, point of sale, medical monitoring systems, communication systems or alarm systems.

UNITY does not guarantee that any particular number can be ported to the Service.

A port in fee ('Port In Fee') is charged for each port request made on behalf of customer regardless if the port request is accepted by the old service provider.

Customer is responsible for verifying that the telephone number is eligible to be ported and supplying UNITY with the customer service record for the telephone number. Customer is responsible for ensuring that the port request will not affect other services such as stranded services, DSL, facsimile, alarm systems, point of sale, pbx systems or traditional services tied to that telephone number.

If Customer is canceling the service, port out fees and termination fees must be paid in advance of any port out requests being made to the new service provider.

UNITY has the sole right to refuse to port in a telephone number if, in its sole discretion, it does not have the infrastructure to support the number.

Once a telephone number has been confirmed as ported to the Service, Customer is responsible for canceling service with their old telephone carrier.

26. Outbound Number Porting

Customer must keep UNITY's service active in order to port telephone numbers to a new provider. Service which has been terminated or is no longer active will not be eligible for porting out.

Upon successful porting of customer's telephone number to a new service provider, Customer is responsible for contacting UNITY and canceling the service. The Service will not be canceled automatically.

If the telephone number that Customer is requesting to port out is an assigned telephone number from UNITY that has remained active for less than twelve (12) months, UNITY will charge customer a \$100 early port out fee ('Early Port Out Fee') per applicable telephone number.

For telephone numbers that were ported into UNITY or for assigned telephone numbers that have been active for more than twelve (12) months, UNITY will charge customer a port out fee ('Port Out Fee') per telephone number.

27. Disclaimer of Warranties

UNITY CONNECTED SOLUTIONS INC. MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICE OR DEVICE OR THE INSTALLATION OF SAME AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. UNITY DOES NOT WARRANT THAT THE SERVICE OR DEVICE WILL FUNCTION WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. UNITY DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO ITS

EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. CUSTOMER AGREES THAT IT ACCEPTS THE DEVICE "AS IS" AND THAT CUSTOMER IS NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST UNITY TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW. NO CREDIT ALLOWANCES FOR INTERRUPTION OF THE SERVICE INCLUDING INTERNATIONAL CALLING SERVICES WILL BE GIVEN.

28. Limitation of Liability

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UNITY DOES NOT REPRESENT OR WARRANT THAT A) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR PROVIDE ANY SPECIFIC RESULTS, B) CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS OR ERROR FREE, C) INFORMATION OR CONTENT PROVIDED TO CUSTOMER THROUGH THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, D) DEFECTS IN THE SERVICE WILL BE CORRECTED, OR E) THE WILL HAVE ANY PARTICULAR UP-TIME, QUALITY OF SERVICE, OR QUALITY OF VOICE OR FAX COMMUNICATIONS.

WITHOUT LIMITING THE GENERALITY OF THE SECTION ABOVE, UNITY SHALL NOT HAVE ANY RESPONSIBILITY TO CUSTOMER FOR DAMAGE RESULTING FROM THE USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO DAMAGE TO ANY DEVICE OR LOSS OF DATA RESULTING FROM THE DOWNLOADING, OTHERWISE ACCESSING, OR USING ANY CONTENT, MATERIAL, OR DATA THROUGH THE SERVICE. DOWNLOADING, OTHERWISE ACCESSING, AND USING SUCH CONTENT, MATERIAL, OR DATA IS AT CUSTOMER'S OWN RISK.

29. Indemnification

YOU ARE LIABLE FOR ANY AND ALL USE OF THE SERVICE AND/OR DEVICE BY YOURSELF AND BY ANY PERSON MAKING USE OF THE SERVICE OR DEVICE, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS UNITY AGAINST ANY AND ALL LIABILITY FOR ANY SUCH USE THAT FAILS TO COMPLY WITH THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS UNITY FROM ANY AND ALL CLAIMS AND/OR LIABILITY FOR DAMAGES, PERSONAL INJURY, DEATH, FINES, PENALTIES, COSTS, EXPENSES, DAMAGES OF WHATEVER KIND AND NATURE RELATING TO OR ARISING OUT OF THE SERVICE, THE INABILITY TO DIAL 911 OR E911 TO ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE INSTALLATION OF THE DEVICE, AND/OR THIS AGREEMENT UNLESS THE CLAIMS OR CAUSES OF ACTION ARISE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT. THIS SECTION SHALL SURVIVE THE AGREEMENT.

30. Governing Law & Jurisdiction

The agreement and the relationship between the customer and the provider shall be governed by the laws of the Province of Ontario without regard to its conflict of law provisions. To the extent court action is initiated to enforce this agreement the customer and the provider agree to submit to the personal

exclusive jurisdiction of the courts within the province of Ontario, and waive any objection as to venue or inconvenient forum. The failure of the provider to exercise or enforce any right or provision of the agreement shall not constitute a waiver of such right or provision. 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. The customer agrees 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 must be filed within two (2) years after such claim or cause of action arose or be forever barred.

31. Breach

In the event of customer's breach of the terms of the agreement, including without limitation, failure to pay any sum due hereunder, customer shall reimburse provider for all attorney, court, collection and other costs incurred by the provider in the enforcement of the provider's rights hereunder and the provider may keep any deposits or other payments made by customer.

32. Severability

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

33. French Language

The parties confirm that it is their express wish that this agreement, as well as any other documents relating to this agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux presentes confirment leur volonte expresse que cette convention, de meme que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rediges en langue anglaise seulement.

34. Entire Agreement

This Agreement, including the Service Schedule(s), constitutes the entire Agreement between the Customer and UNITY with respect to the subject matter merging and superseding all prior agreements, understandings and presentations on the subject matter. It is expressly agreed that if the Customer issues a purchase order or other document for the Service(s), such instrument will be deemed to be for the Customer's internal use only and any provisions contained therein will not amend or be used interpreting this Agreement.

35. Force Majeure

Except for payment obligations, if the performance of this Agreement is interfered with, in whole or in part, by circumstances beyond the reasonable control of either Party including, without limitation: fire, lightning, explosion, power failure, acts of God, war, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or its representative or legal body having jurisdiction, or labour unrest, such as strikes, slowdowns, picketing or boycotts, power shortages, or interruptions, the Party affected will be excused from such performance, on a day-to-day basis, provided that the Party so affected will use commercially reasonable efforts to expeditiously remove such causes of non-performance.

36. Enurement

This Agreement will be binding upon and enure to the benefit of UNITY and the Customer and their respective successors and permitted assigns.

37. Interpretation

The headings in this Agreement are for convenience of reference only and will not affect its construction or interpretation.

38. No Waiver

No waiver of any term or provision or of any breach or default will be valid unless in writing and signed by the Party giving such waiver, and no such waiver will be deemed a waiver of any other terms or provision of any subsequent breach or default of the same or similar nature.

39. Amendment

This Agreement may only be modified or supplemented by an instrument in writing, executed by each Party.

40. Order of Precedence

In the event of conflict between these Terms and Conditions and any other Service(s) Schedule(s), the following order of precedence will apply: the applicable Service(s) Schedule(s), the Terms and Conditions.

41. Privacy

The Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. UNITY is not liable for any lack of privacy which may be experienced with regard to the Service. To the extent that personal information is provided in connection with this Agreement, the customer confirms that they consent, and that all other necessary consents have been obtained, to the use, collection and disclosure by UNITY, assignees of UNITY, and their respective affiliates, agents and contractors for the following purposes: (i) providing products and services to the customer, (ii) contract management and administration, (iii) establishing a customer relationship and communicating with customers, (iv) developing, implementing and managing products and services for customers, (v) assisting in law enforcement purposes and collecting unpaid debts, (vi) protecting, managing and promoting their business interests and activities; (vii) providing information to the

customer on other products and services which may be available; and (viii) otherwise as required or permitted by law or this Agreement. The customer may withdraw his or her consent in respect of clause (vii) above, without affecting their other arrangements with UNITY by notifying UNITY in writing. For the purposes of this Section "personal information" does not include the name, address and telephone number of a subscriber that appears in a publicly available telephone directory.

42. Future Changes to This Agreement

UNITY may change the terms and conditions of this agreement from time to time upon delivery of electronic mail notice to you. Notices will be considered given and effective on the date sent to your registered electronic mail address. UNITY generally provides written notice of changes to your account, including this terms and conditions and other legal agreements, via email and on your billing statements. Please carefully read and review each billing statement fully regarding any such notice(s) of changes to your account.

The modified terms and conditions shall supersede all previously agreed to electronic and written terms and conditions, as well as any prior versions of this terms and conditions. You agree that you are solely responsible for (i) making sure that your registered email account is current and functional, (ii) checking your registered electronic mail on a routine basis, and (iii) making sure that UNITY communications are not blocked or rendered undeliverable by you, your computer, any software installed on your computer, your Internet service provider or for any other reason.

43. Notices

Notices to you shall be effective on the date sent to your registered electronic mail address when sent by email or, at our option 3 days following the date deposited in regular Canada Post or United States Mail, postage prepaid, addressed to your address as kept in our files.

You are responsible for notifying us of any changes in your address. Written notice to us shall be effective when directed to our Legal Department and received at our then-current address as posted on our website. Your notice must specify your name and Account information. All notices from you to UNITY must be made in writing.

44. Service and Product Descriptions, Pricing, and Availability

With respect to its offering of information, services, and products, UNITY attempts to describe its offerings as accurately as possible. Nevertheless, UNITY does not warrant that information, service and product descriptions, service or product availability, or other content of its website (the "Site") is accurate, complete, reliable, current, or error-free. Despite our efforts, it is possible due to computer or other error or causes that a service or product offered on the Site may be mispriced, described inaccurately, or unavailable. In the event UNITY determines that a service or product is mispriced or described inaccurately, UNITY reserves the right to take any action it deems reasonable and necessary to rectify the error, including without limitation canceling your order. You agree to notify UNITY immediately if you become aware of any pricing or descriptive errors or inconsistencies with any services or products you order through the Site and comply with any corrective action taken by UNITY.

45. CALEA

UNITY intends to fully comply with the Communications Assistance for Law Enforcement Act ("CALEA"). Customer hereby agrees and consents to UNITY's right to monitor and otherwise disclose the nature and content of your communications if and as required by CALEA without any further notice to you.

46. Survival

The provisions of this Agreement relating to indemnification, limitations on liability, warranty limitations and disclaimers, resolution of disputes, billings and your obligation to pay for the Service provided and any additional usage charges, shall survive the termination of the Agreement and the termination of the Service.