

TERMS AND CONDITIONS OF SERVICE

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If you subscribe for RingOpen Communication Telecom service, there are important 9-1-1 terms in related to these services.

1. DEFINITIONS

The following words will have the meanings set out below:

"RingOpen Communication", means RingOpen Communication or any of its subsidiaries or affiliates.

"You, Your, Yours" means the customer entering into this Agreement;

"Agreement" means this Agreement, including the Cover Page, all of its Schedules, order forms, quotations and all documents supplementing, amending or confirming the Agreement entered into now or hereafter and includes RingOpen Communication' Policy which can be viewed at RingOpen.com

This Agreement may be changed and updated from time to time by RingOpen Communication. RingOpen Communication will post an updated version on its website available at RingOpen.com

Your continued use of the Services thereafter will be deemed acceptance by You of such changes. Please keep checking our web site for the latest version.

"Laws", means any legislation, regulation, rule, governmental order and decision (including those of the CRTC).

"Parties" means You and RingOpen Communication, and "Party" means either one of us, including Your and RingOpen Communication' officers, directors, employees and agents.

"Services" means the Services purchased by You as set out in this Agreement and as may be set out in the Schedules attached to this Agreement at any time.

"Schedules" means all Schedules attached to this Agreement and any additional Schedule(s) executed from time to time by the Parties.

"Term" means the initial period of the Agreement as set out in this Agreement and any renewal term.

2. SERVICES

2.1 By this Agreement, You agree to subscribe for the Services, and RingOpen Communication agrees to provide the Services to You subject to the terms and conditions in this Agreement. You may subscribe and agree to additional Services from time to time, in accordance with the terms of this Agreement. For added clarity, email acceptance shall be considered binding evidence permitting You to contract for additional Services involving monthly service charges of up to one hundred dollars (\$200) before taxes.

2.2 You may use the Services, Equipment and Software (as those terms are defined below) for Your lawful business purposes only. You will always use the Services, Equipment and Software in compliance with this Agreement and all applicable Laws and RingOpen Communication.

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3. TERM, ACTIVATION OF SERVICE AND TERMINATION/SUSPENSION

- 3.1 This Agreement becomes binding on You when signed, and the Term for a Service will commence on the date that the Service is activated as determined by RingOpen Communication' records (the "Activation Date").
- 3.2 At the completion of the initial Term, this Agreement will automatically renew for successive one (1) year Term(s) unless, and until terminated earlier in accordance with this Agreement.

You acknowledge and agree that **the Activation Date for Your Service must be scheduled at least 5 business days in advance**. Failure to provide RingOpen Communication with at least 5 days' notice of a change in scheduled Activation Date(s) may result in additional charges and fees for provisioning the Service, of which RingOpen Communication will notify You prior to rescheduling a new Activation Date.

- 3.3 This Agreement may be:

1. terminated by either Party without it incurring liability where the other Party commits a material breach of any provision in this Agreement and fails to cure it within thirty (30) days after receipt of written notice of the breach except that in the case of material breach by RingOpen Communication Your termination right extends only to those Services directly and materially impacted by such breach;
2. terminated by either Party effective the end of the then current Term of the Agreement by the terminating Party giving the other Party at least sixty (60) days written notice before the end of the then current Term;
3. notwithstanding anything to the contrary in this Agreement, eligible services may be terminated by You upon notice if You are an eligible small business customer in accordance with CRTC Regulatory Policy 2014-576 which may be viewed at: <http://www.crtc.gc.ca/eng/archive/2014/2014-576.htm> . You are liable to compensate RingOpen Communication for all termination costs incurred by RingOpen Communication associated with such termination under this Section 3.3c and any provisions herein in conflict with this Section 3.3c shall be deemed removed for such eligible small business customers; or
4. suspended or terminated by RingOpen Communication without it incurring any liability whatsoever:
 1. immediately upon Your filing of a bankruptcy petition or similar proceeding under the law of any jurisdiction, or upon Your becoming insolvent or making any assignment for the benefit of creditors, or upon the dissolution, liquidation, or appointment of a receiver of Your property or where any Law prohibits RingOpen Communication from providing Services;

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2. upon thirty (30) days written notice if You behave in a way that is threatening, harassing, abusive or unreasonable to RingOpen Communication, its employees and/or agents;
 3. upon providing You forty-eight (48) hours' notice where possible, where You use or are reasonably suspected by RingOpen Communication of using the Services in a fraudulent or illegal manner, or You fail to meet RingOpen Communication' credit requirements; or
 4. upon providing You with ten (10) days prior written notice, where You fail to make payment in full of all undisputed portions of Your invoice as set forth in Section 5.
- 3.4 You acknowledge and agree that termination or suspension of the Services provided under this Agreement for any reason whatsoever does not eliminate Your responsibility to pay all fees and other amounts owed to RingOpen Communication up to the date of termination or suspension without any deduction or right of set off whatsoever. You also acknowledge and agree that RingOpen Communication reserves the right to charge Service and Administration charges upon reactivation of service following suspension or termination.
- 3.5 If You terminate this Agreement other than in accordance with the terms of this Agreement, You will be required to pay to RingOpen Communication as liquidated damages, and not as a penalty, an amount which is equal to the sum of: (a) seventy-five percent (75%) of the average monthly usage of each of the Services (where applicable); (b) seventy-five percent (75%) of the monthly recurring charge for each of the Services, multiplied by the number of months remaining in the then current Term; (c) a charge equivalent to any Equipment discount You received as set out in Your Agreement; and (d) any other applicable charges set out in Your Agreement. In addition, You will be responsible for any other charges that RingOpen Communication, acting reasonably, is liable to incur for the remainder of the then current Term, including without limitation, installation charges, removal costs and rental costs, and You will forfeit a refund of any prepayment made for Services.

4. RATES AND CHARGES

- 4.1 You are responsible for all charges for all Services and You agree to pay the rates and charges for all Services as set out in this Agreement, including system access fee(s), monthly service charges, any restoral fees, airtime, data transfer fees, long distance fees, fees incurred in the course of provisioning Services, and any other charges incurred in using Your Services, regardless of who used the Services. Effective August 2, 2018, network access fees for long distance services will increase by \$2.00, as applicable.
- 4.2 You are solely responsible in the event of any charges arising from fraudulent and, or unauthorized use of Your Services, without regard to how the fraudulent and, or

unauthorized use occurred. Refer to clauses 7 and 8 herein regarding Your responsibility for protection and security of (as applicable) i) Equipment and Software; ii) non-RingOpen Communication equipment, systems, software and networks; and iii) access codes, passwords and credentials.

- 4.3 RingOpen Communication reserves the right to change rates for any and all Services upon the provision of thirty (30) days' notice.

5. BILLING AND PAYMENT

- 5.1 Fixed charges are billed monthly in advance and other charges are billed in the current month.

- 5.2 In addition to rates and charges, invoices will include, and You are responsible for: any and all applicable provincial and federal taxes, interest on prior overdue amounts and any administrative surcharges for returned cheques.

- 5.3 Invoiced amounts are due within thirty (30) days after the date of the invoice, without any right of deduction or setoff. Interest will accrue on all past due amounts at a rate of 3.5% per month (50.10% per annum on a compounded basis) or such other rate as RingOpen Communication may set from time to time. An administrative surcharge will apply to returned cheques. You will be responsible for all costs incurred by RingOpen Communication to collect any unpaid invoices, including legal fees.

- 5.4 RingOpen Communication may request immediate payment in extreme situations, provided RingOpen Communication has notified You and the abnormal risk of loss has substantially increased since that notice was given and RingOpen Communication, in its sole discretion, has reasonable grounds for believing that there exists an intention to defraud RingOpen Communication.

- 5.5 Billing Disputes:

1. You must bring all invoice disputes and inquiries to RingOpen Communication' attention in writing within sixty (60) days of the invoice date. Your failure to do so will be taken as acceptance of the contents of the invoice and You will have no further right to challenge any portion of the invoice.
2. Billing disputes will be handled in accordance with the Dispute Resolution section of this Agreement.

- 5.6 E-bills and Pre-authorized Payment:

1. You will receive invoices by electronic mail ("E-bills") (available for all Services). You will no longer receive invoices for these Services by regular

mail and agree that it is Your responsibility to install the necessary hardware and software and to provide RingOpen Communication with all required information to receive E-bills. RingOpen Communication may discontinue provision of E-bills on reasonable notice to You.

2. You may apply for and pay invoices by pre-authorized payment (PAP). By so doing, You authorize us to deduct all invoiced amounts from the account You designate at Your financial institution.

6. CREDIT

6.1 As a precondition to the provision of, or continuing provision of Services, You:

1. agree to allow RingOpen Communication to collect any information from You to facilitate credit inquiries about You, and consent to the disclosure of such information from and to credit grantors, credit bureaus and suppliers of services as RingOpen Communication deems appropriate at any time; and
2. agree to provide a security deposit and/or special payment terms and/or prepayment for Services in an amount or amounts as may be determined and required in RingOpen Communication's discretion from time to time for reasons including but not limited to: regularly failing to keep Your account current, defaulting on payment obligations or using Services more than Your current credit limit.

6.2 Despite any other provisions of this Agreement, your outstanding charges for Services will not at any time whatsoever, exceed Your then current credit limit, unless You receive RingOpen Communication's prior approval.

7. EQUIPMENT AND SOFTWARE

7.1 RingOpen Communication Equipment and Software

1. Where required, RingOpen Communication will provide and install equipment, facilities and products, including cables and Equipment to provide You with Services. You agree that the Equipment, and any North American Numbering Plan numbers and/or IP addresses assigned to You will at all times remain RingOpen Communication's property and You have no right, title or interest in or to the Equipment and any North American Numbering Plan numbers and/or IP addresses assigned to You except for use under this Agreement.
2. Where required for a Service, RingOpen Communication will make available software for use ("Software"). All Software made available by RingOpen Communication remains the property of the Software provider, which may be RingOpen Communication, its suppliers or another party as applicable. Use of Software made available by RingOpen Communication is subject to applicable license agreements that must be accepted prior to installation or use of the Software. Unless otherwise stated, license agreements for

Software required by Service expire upon cancellation or termination of Service. You are responsible for the installation and operation of all Software made available by RingOpen Communication.

3. You are solely responsible for the physical security and protection of all Equipment provided for use with Your Services. You are also solely responsible for the data and network security of Equipment and Software provided for use with Your Services where connected to non-RingOpen Communication equipment, software, systems and networks.
4. You are solely responsible for the security and protection of the passwords and credentials for Equipment and Software and the passwords and credentials that are used by the Equipment and Software to provide Services.
5. The Equipment will be considered to be in good working condition, unless You give notice to RingOpen Communication to the contrary within five (5) days of receiving the Equipment. You agree:
 1. to not re-arrange, disconnect, remove, reconfigure or repair any Equipment, including passwords, except by prior written agreement with RingOpen Communication;
 2. upon deactivation or termination of Services, to return the Equipment immediately to RingOpen Communication in good working condition excluding normal wear and tear. Charges for Equipment will continue and be payable until the Equipment is returned and failure to do so within the time specified by RingOpen Communication will result in RingOpen Communication, at its option repossessing the Equipment at Your expense or You are paying RingOpen Communication the replacement cost of such Equipment; and
 3. if the Equipment is damaged, lost or stolen while in Your care, or returned to RingOpen Communication in an unusable condition, to pay the replacement value of the Equipment as determined by RingOpen Communication.

7.2 Non-RingOpen Communication Equipment, Systems, Software and Networks

1. You are solely responsible for the maintenance, performance and operations of all non-RingOpen Communication equipment, systems, software and networks connected to Your Services and/or used to access Your Services. You accept that RingOpen Communication will not provide support, guarantee performance or have any responsibility for such equipment, systems, software and networks.
2. You are solely responsible for the security and protection of all non-RingOpen Communication equipment, systems, software and networks used in relation to Your Services. This includes, without limitation, equipment, systems, software and networks connected to Your Services, connected to RingOpen Communication Equipment or Software, or used to access Your Services.

3. You are solely responsible for the security and protection of the passwords and credentials for non-RingOpen Communication equipment, systems, software and networks connected to Your Services and, or used to access Your Services.

8. PASSWORDS AND CREDENTIALS

- 8.1 In addition to 7.1(d) and 7.2(c), incorporated herein by reference, You are solely responsible for the creation, security, and protection of all access codes, passwords and credentials (as applicable). This includes, without limitation, access codes, passwords and credentials used to access Your Services, used to access Software made available by RingOpen Communication for access to Your Services, and used to access any non-RingOpen Communication equipment, systems, software and networks that are used to access Your Services.
- 8.2 You are solely responsible for the security and protection of all access codes, passwords and credentials (as applicable), including but not limited to: utilizing strong security standards (e.g. access codes, passwords and credentials must be unique to each user; not include duplicate digits or be sequential; not include user specific information such as names, contact information, birthdates, etc. or be otherwise obvious), updating all access codes, passwords and credentials on a regular basis and otherwise exceeding minimum security standards at all times.
- 8.3 You will treat all access codes, passwords and credentials (where applicable) as confidential. If You learn that any access codes, passwords or credentials are stolen or lost or used in an unauthorized manner, You will immediately notify RingOpen Communication by calling 416 241 6964

9. ACCESS TO FACILITIES

You agree to provide RingOpen Communication (and its agents) access to Your premises, including power and support, at RingOpen Communication' reasonable request to make such installations, service, inspections, tests and adjustments as are necessary for the provision of the Services. No co-location rights are granted in this Agreement unless such rights are set out in a separate Schedule. You agree to provide access to Your premises in order for RingOpen Communication to repossess or remove any and all equipment or facilities it has provided to You for the provision of Services.

10. CONFIDENTIALITY

- 10.1 In accordance with this section and any Non-Disclosure Agreement between the Parties, each Party will hold all confidential information of the other Party and the terms of this Agreement, in strictest confidence and will not disclose such information to any third party without the prior written consent of the other Party, unless so required by Law. In addition to any other remedies a Party may have, if a Party breaches these confidentiality obligations, then the Parties agree that any

further or continuing disclosure will cause irreparable harm to the non-disclosing Party and the non-disclosing Party will be entitled (and the disclosing Party agrees to not defend and consent to) an injunction barring any further disclosure of such confidential information, in addition to monetary damages for such breach.

- 10.2 Notwithstanding the above, you authorize RingOpen Communication to disclose information such as Your name, address and listed telephone numbers to such parties (such as underlying carriers) as is required to provide the Services, in accordance with RingOpen Communication' Privacy Policy.

11. INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS RINGOPEN COMMUNICATION, ITS AFFILIATES, UNDERLYING CARRIERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND SUPPLIERS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE LEGAL FEES, RESULTING FROM THE USE OF THE SERVICES OR FROM ANY BREACH OF THIS AGREEMENT AND ANY SCHEDULE(S) BY YOU EXCEPT AND TO THE EXTENT OF ANY NEGLIGENCE OR MISCONDUCT ON THE PART OF RINGOPEN COMMUNICATION. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

12. DISCLAIMER AND LIMITATION OF LIABILITY

- 12.1 RingOpen Communication provides the Services, Equipment and Software to You on an "as is" basis and disclaims all warranties, whether express, implied or statutory, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or system integration. No warranty is made that the Services, Equipment and Software will operate in an error free or uninterrupted manner.
- 12.2 RingOpen Communication will not be responsible for any damages including actual, direct, indirect, incidental, special, consequential, punitive or reliance, or for any lost profits of any kind, even if the damages were foreseeable, arising out of the provision of the Services or in any way arising out of this Agreement. Your exclusive remedy and RingOpen Communication' liability, if any, for damages for any cause whatsoever, will be no more than the recurring charges paid by You for the affected Service for the one (1) month preceding the event alleged to have caused damages. Any legal action arising in connection with this Agreement must be brought within one (1) year after the cause of action arises. For this section, "RingOpen Communication" includes its officers, directors, employees, agents and affiliates.

12.3 NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, IN THE EVENT YOU SUBSCRIBE FOR RINGOPEN COMMUNICATION SERVICES THAT INCLUDE YOU OR YOUR EMPLOYEES OR AGENTS RECORDING INDIVIDUAL TELEPHONE CONVERSATIONS AND/OR COMPUTER SCREEN ACTIVITY, LAWS REGARDING NOTICE AND NOTIFICATION REQUIREMENTS WITH RESPECT TO SUCH RECORDING VARY ACROSS JURISDICTIONS AND YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS. RINGOPEN COMMUNICATION EXPRESSLY DISCLAIMS ANY LIABILITY WITH RESPECT TO YOUR USE OF RINGOPEN COMMUNICATION SERVICES FOR RECORDING CONVERSATIONS AND YOU HEREBY FULLY RELEASE AND INDEMNIFY RINGOPEN COMMUNICATION, TO THE EXTENT PERMITTED BY LAW, FROM ANY AND ALL CLAIMS AND LIABILITY IN RELATION THERETO.

13. DISPUTE RESOLUTION

The Parties will first attempt to resolve any dispute arising out of or under this Agreement between two designated representatives appointed by the Parties. The Parties agree that any dispute deemed bona fide by RingOpen Communication arising out of or under this Agreement, which cannot be resolved within thirty (30) days, shall be determined by an arbitration to be held in Toronto, Ontario pursuant to the provisions of the Ontario Arbitration Act, 1991. The Parties also agree that there shall be three arbitrators, one appointed by each Party and a third arbitrator (who will act as the chair of the arbitration) who will be appointed by the first two arbitrators. The Parties agree that the arbitrators' fees and other expenses related to the holding of the arbitration shall be borne equally by the Parties.

Notwithstanding this Section 12, the Parties may mutually agree to opt out of arbitration and choose instead to have any dispute arising out of or under this Agreement be determined by the Courts of the Province of Ontario as contemplated by clause 13.3 of this Agreement.

14. MISCELLANEOUS

14.1 Entire Agreement: This Agreement constitutes the entire agreement between the Parties regarding the provision of Services and supersedes and replaces all prior agreements and representations whether written or oral with respect to the provision of Services. In the event of conflict between the terms of a quotation and these terms and conditions the terms of the quotation shall govern.

14.2 Amendment: You can only amend this main Agreement in writing signed by an authorized representative of RingOpen Communication. This main Agreement can only be amended by a signatory authorized by RingOpen Communication and not by any RingOpen Communication sales representatives, agents or employees.

- 14.3 Jurisdiction: This Agreement will be governed by the laws of Ontario and the applicable laws of Canada and the Parties agree to be subject to the exclusive jurisdiction of the courts of Ontario.
- 14.4 Independent Contractors: This Agreement will not be construed as constituting either Party as a partner or agent of the other Party or to create a joint venture in the conduct of business or otherwise.
- 14.5 Notices: Any notice or other communication required or permitted by this Agreement will be in writing and be provided by personal delivery, email, or by facsimile to You or RingOpen Communication at the last address or facsimile number provided in writing by each Party. Notices delivered in person will be effective on the date of such delivery and notices delivered by facsimile will be effective on the date of transmission provided printed proof of transmission is obtained.
- 14.6 Force Majeure: RingOpen Communication will not be liable for any failure nor delay in performance to the extent caused by factors beyond its reasonable control, including, without limitation, labor disputes, fires or other casualties, weather or natural disasters, damage to facilities, or the conduct of third parties.
- 14.7 Assignment: You cannot assign this Agreement in whole or in part without RingOpen Communication' prior written consent. RingOpen Communication can assign this Agreement to any affiliate or subsidiary. This Agreement is binding upon and ensures to the benefit of the Parties and their respective successors and permitted assigns.
- 14.8 Severability and Waiver: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable from the other provisions which will remain valid and enforceable. The terms of this Agreement may only be waived in writing and signed by both Parties. No failure by either Party to insist upon the other Party's performance of any obligations hereunder will constitute waiver unless in writing.
- 14.9 Language: This Agreement has been drawn up in English at the request of the parties. Les parties ont convenu que la présente entente soit rédigée en anglais.

VOIP 911 SERVICE TYPE AND ACKNOWLEDGEMENT

Please read the attached RingOpen.com/911-call
If you are subscribing to VoIP Service RingOpen Communication you agree to the following, as part of this Agreement:

You acknowledge, understand and agree that:

1. You have received and have read and understood the Terms and Conditions relating to VoIP Service, including 9-1-1 service.
2. You and all staff/users of Your Service understand the nature and limits of 9-1-1 service associated with VoIP.
3. If You change the location in which You use Your VoIP Service in any way, including operating Your VoIP Service outside of the municipal address that You have given to RingOpen Communication, you must immediately contact RingOpen Communication, and that failure to do so may adversely affect Your 9-1-1 service.

Fida Com Corp (RingOpen Communication)

Customer Signature

Date

Initial_____x