

MASTER SERVICE AGREEMENT

Protel Technologies Inc.

CAREFULLY READ THESE TERMS AND CONDITIONS. THEY FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND PROTEL TECHNOLOGIES INC. ONLY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY MAY EXECUTE THIS AGREEMENT.

This Master Service Agreement (this “MSA”) is entered into between Protel Technologies Inc. (“Protel” or “Company”) and the customer (“You” or “Customer”). You are not required to purchase voice services from Protel nor from any of its affiliates. If You elect to purchase voice services under this MSA, please be advised that: (i) Your acceptance of, and agreement to, the terms of this MSA also constitutes Your acceptance and acknowledgement of (A) the important disclosures, notices and disclaimers in Attachment 1 related to 911/E911 calling, and (B) the terms of all Schedules and related documents provided or made available to You.

In the event that You have purchased these services with the assistance or upon the recommendation of a Protel registered Sales Partner, You grant that Sales Partner the right to manage Your Account, including creation, management and deletion of users and services. You acknowledge that You are responsible for all charges resulting from changes made by the registered Sales Partner. If You do not want Your Sales Partner to manage Your Account, You must select the option denying such right in Your control panel.

Any of the following constitutes Your agreement to be bound by this Agreement: (i) registering for Service and selecting “I Accept”; (ii) ordering Service from Protel personnel and providing billing information; or (iii) use of the Services or Your Account by You or Your Users.

You agree to be bound by all terms and conditions of:

- this MSA;
- Protel’s Privacy Policy (“Privacy Policy”);
- Protel’s Service Level Agreement for all Services sold hereunder (“SLA”);
- Protel’s Acceptable Use Policy (“AUP”); and
- Protel’s Product Schedules (“Schedules”).

This MSA and all referenced documents are collectively the “Agreement.” Each is expressly incorporated by reference. Current copies are located at www.proteltech.ca/legal.

DEFINITIONS

For the purposes of this MSA, the following definitions apply:

“**Access Information**” means information that alone or together with other information can provide access to any portion of Your Account, including Account number, login names, passwords, credit card or other financial information, security questions and answers, and any other similar information, including that of each User.

“Account” means the account created with Protel in connection with this Agreement relating to Your purchase of and subscription to Services.

“Administrative User” means any employee, consultant, or independent contractor to whom You grant administrative permission to access the Services, including the right to create, modify and delete User accounts and access billing information.

“Applicable Law” means any applicable federal, provincial or other laws, rules, regulations or interpretations of relevant Governmental Authorities or self-regulatory bodies.

“Beta Offerings” means any portion of the Services offered on a “beta” basis as designated by Protel.

“Data” means all data submitted by Your Users to Protel in connection with the Services, including all content, material, IP addresses, recordings, messages, software, Account information and Account-related settings.

“Governmental Authority” means a government, regulatory organization, self-regulatory organization, court of competent jurisdiction or similar body.

“Protel” means Protel Technologies Inc., a British Columbia corporation with its registered office at 2531 Cornwall Drive, Penticton, BC, V2A 6R9.

“Protel Parties” means Protel’s affiliates (including parents and subsidiaries), vendors, licensors and partners, and its officers, employees, agents and representatives.

“PHI” means personal health information as defined in applicable federal and provincial privacy legislation relating to personal health information in Canada, as amended from time to time.

“Schedule(s)” means documents (including Service-specific product schedules located at www.proteltech.ca/legal and order documentation generated through Protel’s administrative control panel) that describe the Services subscribed to by You, including product descriptions, pricing, and other terms. Each Schedule is deemed part of and incorporated into this Agreement.

“Services” means Protel’s unified communications, hosting and other services, software and products subscribed to or purchased by You as set forth in a Schedule.

“Third-Party Service” means any service or product offered by a party that is not Protel.

“User” means any employee, consultant, independent contractor or other individual to whom You grant permission to access the Services (including Administrative Users and end users).

“You” and “Your” means the individual or entity on whose behalf this Agreement is accepted.

1. SCOPE; ACCESS; SECURITY

1.1 Access to Services. Subject to the terms of this Agreement, Protel grants You a non-exclusive, non-sublicensable, non-transferable, revocable licence for the term of this Agreement to access and use the Services for Your internal business purposes only. You agree to comply with all terms and conditions of this Agreement and applicable Protel policies. The actions of Your Users are deemed to be Your actions, and any breach by a User is deemed a breach by You.

1.2 Account Information and Ownership. You must maintain accurate Account information and provide updates to Protel within three (3) business days of any change. Failure to respond within three (3) business days to any inquiry from Protel to verify Account information constitutes a material breach of this Agreement. Protel may resolve disputes regarding Account ownership in its sole discretion and may suspend or terminate an Account during such a dispute.

1.3 Account Security and Activity. You are solely responsible for maintaining the confidentiality and security of Your Access Information and for all activities occurring in Your Account. You will notify Protel immediately of any unauthorized use or breach of security. Protel will not be liable for any loss resulting from any party using Your Access Information.

1.4 Failure of a Line Test. If a specific site fails a VoIP line test during installation and You are unable or unwilling to upgrade the responsible data circuit, router, switch, or faulty component, Protel reserves the right to cancel the order for that site.

2. TERM AND TERMINATION

2.1 Term. This Agreement is effective from Your acceptance and continues until the expiration or termination of all Schedules ("Agreement Term"). Each Schedule will have its own term ("Schedule Initial Term") followed by renewal periods ("Schedule Renewal Term") as agreed between You and Protel. Termination does not relieve either party of obligations incurred prior to termination. Any additional equipment or services added to an Account during the Agreement Term shall co-terminate with the original Schedule end date, subject to a minimum commitment period of twelve (12) months from the date of activation of such additional equipment or services. Early termination fees applicable to such additions shall be calculated on a pro-rata basis consistent with Section 2.2.

2.2 Termination by You.

- (a) **Monthly Plan.** You may terminate a Monthly Plan Schedule by following the termination procedure in the administrative control panel prior to the beginning of any Schedule Renewal Term. If You terminate prior to the end of the then-current Schedule Term, Protel will not refund fees already paid, and You shall pay all unpaid amounts for Services through the date of termination.
- (b) **Annual or Multi-Year Plan.** You may terminate an Annual or Multi-Year Plan at any time. If termination is effective prior to the end of the then-current Schedule Term, You will incur an early termination fee equal to: (i) 100% of remaining monthly recurring charges for months 1–12 of the Schedule Term, plus (ii) 50% of remaining monthly recurring charges for months 13 through the end of the Schedule Term. The early termination fee is a genuine pre-estimate of liquidated damages and is not a penalty.
- (c) **Refunds.** Non-recurring fees and set-up fees are non-refundable. Any previously waived fees, discounts, or rebates may be reinstated if You terminate during the Schedule Term or breach this Agreement.

2.3 Termination by Protel.

- (d) **30-Day Termination.** Protel may terminate this Agreement or any Schedule for any reason by providing thirty (30) calendar days' written notice. Upon termination by Protel under this provision, Protel will refund or refrain from charging pro-rata monthly fees for the month in which Services terminate.
- (e) **Immediate Termination.** Protel may terminate or suspend Your Account immediately and without prior notice for: (i) any material breach of this Agreement, including failure to make

payment when due or violation of the AUP, which remains uncured after thirty (30) days' written notice; or (ii) if Your use of the Services results in actual or threatened legal action against Protel.

- (f) Suspension of Users. In lieu of terminating Your entire Account, Protel may suspend individual Users.
- (g) No Refunds. If Protel terminates pursuant to Section 2.3(b), no fees will be refunded and You will be liable for any payment that would have been due had You terminated under Section 2.2.

2.4 Following Termination. Termination does not cancel or waive any fees owed to Protel. Upon termination, You must promptly uninstall all Protel software. All of Your Data will be irrevocably deleted within fourteen (14) calendar days following termination. It is solely Your responsibility to secure all necessary Data from Your Account prior to termination.

3. FEES, BILLING, TAXES, CHARGES

3.1 Fees. Fees in effect at ordering apply for the applicable Schedule Initial Term and each Renewal Term. Protel may increase fees upon thirty (30) calendar days' written notice. If You do not agree with a fee increase, You may terminate the affected Schedule immediately upon written notice received within thirty (30) calendar days of the fee increase notice. All payments are in Canadian dollars.

3.2 Billing and Payment. Protel will bill You monthly for all recurring fees and applicable one-time fees. Monthly charges are applied on or about the first (1st) day of each month via Your automated payment method. You must provide valid automated payment information as a condition of receiving Services.

3.3 Late Payments. If Protel is unable to process payment by the seventh (7th) calendar day of the month, payment is considered late. Late payments accrue interest at the lesser of eighteen percent (18%) per year and the maximum rate permitted by law, plus a minimum late charge of twenty-five dollars (\$25.00). Interest accrues daily from the due date until actual payment. You will pay all collection costs incurred by Protel, including reasonable legal fees.

3.4 Excess Use. If Your usage exceeds Account limits or disrupts other customers, Protel may charge for excess usage, upgrade Your plan, or suspend Your Account upon notice. Unused monthly allotments do not carry over.

3.5 Taxes. You are responsible for all applicable federal, provincial, and municipal taxes, fees, and charges arising from Your use of the Services. If You are tax-exempt, You must provide Protel with a valid exemption certificate. Tax exemption applies only from the date Protel receives such certificate.

3.6 Bill Disputes. You must notify Protel of any billing dispute within sixty (60) days of the date the disputed charges appeared on Your Account. A dispute does not relieve You of the obligation to pay undisputed amounts. You waive all rights to dispute charges not raised within this period.

3.7 Regulatory Recovery Fee. A Regulatory Recovery Fee is charged monthly to offset costs Protel incurs in maintaining compliance with regulatory bodies. This fee is not a government tax or charge. It applies per User and is charged to Your Account.

4. USE OF THE SERVICES

4.1 Internal Use. You will use the Services for Your own internal business, non-residential and non-personal use. You may not allow any third party to access or use the Services except for authorized customer support or Your own appropriate business purposes.

4.2 Restricted Activities. You will not: (i) use any Service outside its intended scope; (ii) use any Service for third-party training; (iii) use any Service as an application service provider or service bureau without a separate written agreement; (iv) use any Service for timesharing or rental; (v) design competitive

software using the Services; (vi) duplicate, distribute, publish or disclose any Service; (vii) decompile, disassemble or reverse engineer any portion of the Services; (viii) make unauthorized modifications; (ix) resell or sublicense any portion of the Services; or (x) store PHI on the Services without an executed Business Associate Agreement acceptable to Protel.

4.3 Applicable Law. You acknowledge that access and use of the Services may be restricted by Applicable Laws. You represent that You and Your Users are not named on any Government Authority prohibited-persons list and will not use Services in violation of any applicable export laws or regulations.

5. YOUR DATA; FEEDBACK

5.1 Submission of Data. Any Data You provide must comply with the AUP. Data used with the Services must be free of malicious code, including viruses, worms, Trojan horses, and similar mechanisms. You represent and warrant that You have the right to use any patented, copyrighted, trademarked, or proprietary material in connection with Your Data.

5.2 Public Disclosure. You are solely responsible for ensuring that private Data is not accidentally made public. By making Data publicly available, You affirm that You have consent from every person who may claim rights in such Data.

5.3 Filtering. Protel may employ filtering methods to reduce unwanted content such as spam. You acknowledge such methods may occasionally prevent legitimate content from reaching Your Account and that Protel will not be liable therefor.

5.4 Feedback. Any feedback, recommendations, or enhancement requests conveyed to Protel by You or Your Users are deemed "Feedback." You grant Protel a perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, modify, distribute and otherwise exploit such Feedback without restriction.

6. CONFIDENTIALITY AND PRIVACY

6.1 Confidential Information. "Confidential Information" is all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. Your Confidential Information includes Your Data. Protel's Confidential Information includes the Services, the terms of this Agreement, and Protel's business and marketing plans, technology, and product designs. Confidential Information does not include information that: (i) is or becomes publicly known without breach of any obligation; (ii) was known to the Receiving Party prior to disclosure; (iii) is received from a third party without breach of any obligation; or (iv) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information. The Receiving Party will use the same degree of care it uses to protect its own confidential information (but no less than reasonable care) not to disclose or use Confidential Information outside the scope of this Agreement. Access to Confidential Information will be limited to those who need it and are bound by equivalent confidentiality obligations.

6.3 Use and Disclosure by Protel. Protel may use or disclose Your Data: (i) as expressly permitted in writing by You; (ii) in accordance with the Privacy Policy; or (iii) to provide the Services, prevent or address service or technical problems, or at Your request in connection with customer support.

7. BETA OFFERINGS

The SLA does not apply to Beta Offerings. Protel makes no representations or warranties regarding Beta Offerings or the integrity of data stored in connection with them. You are strongly discouraged from using Beta Offerings with sensitive data. Protel may change or terminate any Beta Offering without notice and may, upon notice, convert a Beta Offering to a paid service.

8. LIMITED WARRANTY; LIMITATION ON LIABILITY; THIRD-PARTY SERVICES

8.1 Limited Warranty. Protel provides the Services on an “as is” basis, except as specifically set forth in the applicable SLA. To the fullest extent permitted by applicable law, Protel expressly disclaims all warranties of any kind, whether express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

8.2 Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROTEL’S TOTAL CUMULATIVE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STATUTE, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO PROTEL IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS DO NOT APPLY TO DAMAGES ARISING FROM GROSS NEGLIGENCE, WILFUL MISCONDUCT, OR FRAUD.

8.3 Third-Party Services. Protel may link to or offer Third-Party Services. Any purchase or engagement of Third-Party Services is solely between You and the applicable Third-Party provider and subject to that provider’s terms. Protel does not warrant or endorse Third-Party Services and is not responsible for any losses arising from Your use of them.

9. OWNERSHIP AND CONTROL

9.1 No Transfer. Except for rights expressly granted in this Agreement, Protel does not transfer any intellectual or other property right to You. All right, title, and interest in the Services, including all copyright, trade secret, and patent rights, remain solely the property of Protel and its vendors and licensors. All Protel materials remain Protel’s property and must be promptly returned upon request or upon termination.

9.2 Control. Protel has sole and complete control over the configuration, appearance, content, and functionality of the Services and reserves the right to make changes at any time.

10. INTELLECTUAL PROPERTY PROTECTION

Protel will, at its own expense, defend or settle any claim brought against You by a third party alleging that the Protel Technology (as defined below) infringes any copyright, patent, or trademark, provided that You: (a) give Protel prompt written notice of the claim; (b) give Protel control over the defence and settlement; and (c) provide reasonable information and assistance. “Protel Technology” means the software of Protel or Protel Parties delivered to You in connection with the Services. This Section sets forth Protel’s entire liability and Your exclusive remedy with respect to any infringement claim.

11. HARDWARE, EQUIPMENT, AND SOFTWARE

Unless purchased from Protel pursuant to a separate written agreement, You are responsible for all hardware, software, services and other components necessary to access and use the Services. Protel makes no representations that third-party hardware or software will be compatible with any Service. Protel may install updates, patches, and upgrades at its discretion and is not responsible for service disruptions caused by such updates.

12. INDEMNIFICATION

You agree to defend, indemnify, and hold Protel and the Protel Parties harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable legal fees, arising or resulting from

Your use of the Services, Your breach of this Agreement (or any Schedule), or Your negligence or wilful misconduct.

13. AMENDMENTS TO THIS AGREEMENT

Protel may update, amend, modify, or supplement the terms and conditions of this Agreement, including any Schedules, SLAs, the AUP, and the Privacy Policy, by giving You thirty (30) calendar days' prior written notice. Such changes will take effect at the end of the notice period. Your continued use of Your Account or the Services after the notice period expires will be deemed acceptance of the updated terms. If You do not accept the updated terms, You may terminate this Agreement by written notice to Protel before the notice period expires, subject to any applicable early termination fees. You can review the most current version of this MSA, the Schedules, the SLAs, the AUP, and the Privacy Policy at www.proteltech.ca/legal.

14. MISCELLANEOUS

14.1 Governing Law; Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflicts of law principles. Any claim or suit arising out of or relating to this Agreement will be brought exclusively in the courts of competent jurisdiction located in the Province of British Columbia. In any action to enforce this Agreement in which Protel prevails, You agree to pay Protel's reasonable legal fees and costs.

14.2 Written Communications and Notice. Formal notices under this Agreement must be in writing and delivered by: (i) personal delivery; (ii) nationally recognized courier with tracking; or (iii) email with confirmed delivery receipt. Notices to Protel: 2531 Cornwall Drive, Penticton, BC, V2A 6R9, Attn: Contracts, or info@proteltech.ca. Notices are effective upon confirmed receipt. Protel may also provide general service communications electronically via email or online posting to Your Account.

14.3 Authority and Capacity. The individual accepting this Agreement represents and warrants that they have the authority to bind the Customer to this Agreement. You represent that each User has reached the age of majority in their jurisdiction.

14.4 Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

14.5 Waiver. No waiver by either party of any breach will be deemed a waiver of any preceding or succeeding breach. No waiver is effective unless made in writing and signed by the parties.

14.6 Remedies. The rights and remedies of the parties are not mutually exclusive. The parties acknowledge that damages may be inadequate for a breach and that equitable remedies, including specific performance and injunction, may be available in addition to remedies at law.

14.7 Assignment. Customer may not assign or transfer this Agreement or any rights or obligations hereunder without Protel's prior written consent, which shall not be unreasonably withheld. Protel may assign this Agreement to a successor entity or in connection with a merger, acquisition, or sale of all or substantially all of its assets, upon thirty (30) days' written notice to Customer. Any purported assignment in violation of this Section is void.

14.8 Fair Interpretation; Headings. This Agreement will be interpreted fairly in accordance with its terms, without strict construction in favour of or against either party. Headings are for convenience only and are not to be considered in construing this Agreement.

14.9 Force Majeure. Neither party shall be liable for failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, acts of war, terrorism, natural disasters, pandemic, labour disputes, governmental action, power failures, internet or carrier

infrastructure failures, or failures of third-party networks (“Force Majeure Event”). The affected party shall notify the other promptly and resume performance as soon as reasonably practicable. This Section does not apply to monetary obligations.

14.10 Survival. The Definitions and Sections 2, 3, 4, 5, 6, 8, 9, 10, 12, 13, and 14 of this MSA survive termination.

14.11 Independent Parties. Each party is an independent entity. Neither party has any right, authority, or agency to act on behalf of the other except as specifically authorized in this Agreement.

14.12 Entire Agreement. This Agreement, including all Schedules, constitutes the entire agreement for the provision of the Services and supersedes all prior agreements and understandings. The Protel Parties are third-party beneficiaries of this Agreement with all rights available as if they were parties.

14.13 Language. The parties confirm they have requested that this Agreement and all related documents be drafted in English. Les parties aux présentes ont exigé que la présente entente et tous les documents connexes soient rédigés en anglais.

14.14 Electronic Execution. This Agreement may be executed in counterparts, each of which is an original. Electronic or digital signatures are valid and binding in accordance with British Columbia’s Electronic Transactions Act, SBC 2001, c. 10.

ATTACHMENT 1

Enhanced 911 Service — Disclosures, Notices and Disclaimers

IMPORTANT: EMERGENCY 911 CALLING INFORMATION

This document provides important information about emergency 911 calling using the Internet phone service of Protel Technologies Inc. (“Protel”). This document is incorporated into the terms of your Master Service Agreement and creates a legally binding obligation on You.

Emergency 911 Services (including Enhanced 911 or “E911”) provided by Protel differ from traditional telephone emergency calling services. These differences may adversely impact the ability or timeliness of 911 responders to assist You in an emergency.

Registered Service Location

As part of the initial subscription process, You provide Protel with the street address where the applicable phone number will typically be used (“Default Service Location”). You or Your users may also register a different location at any time (“Registered E911 Location”). Protel transmits this registered address to the emergency centre when You dial 911.

In Canada, all emergency 911 calls placed through the service will first be routed to an emergency service operator, who will transfer the call to the appropriate Public Safety Answering Point (PSAP) after verifying the caller’s location. This may cause delay in emergency response. If the caller cannot communicate their location, the operator may not be able to route the call to the appropriate PSAP.

Your Responsibilities

- Register the Default Service Location with Protel at initial subscription and keep it accurate at all times.

- Update the Registered E911 Location whenever the physical location of a device or application changes.
- Advise all employees, visitors, and users of the 911 limitations described in this Attachment.
- Place the warning label supplied by Protel conspicuously on or near each VoIP device.

Service Limitations

911 service over VoIP has limitations that may prevent You from making emergency calls, including:

- Loss of electrical power
- Loss of Internet connection for any reason
- Termination of Your account by your broadband ISP or by Protel
- Defective or misconfigured customer premises equipment or software
- Network congestion
- Delays in updating the Registered E911 Location or Default Service Location with Protel
- Failures of third parties responsible for routing 911 calls

You should always maintain an alternative means of accessing emergency services (e.g., a mobile phone). It is Your sole responsibility to purchase, from a third party separately from Protel, traditional wireless or landline telephone service as a backup means of completing emergency calls.

WARNING LABEL — PLACE ON OR NEAR EVERY VOIP DEVICE

WARNING: This is VoIP Service. E911 Service may be limited or unavailable. Voice and 911 service will not function during electrical power or internet outages, device or network failures, or if this device is moved without updating its registered location with Protel. When dialling 911 in Canada, be prepared to provide your address to the operator.