

Imperial Telecom SIP Trunking Service 911 Terms – Subscribed

Master Service Agreement Number:

These 911 Terms – Subscribed hereinafter referred to as (“TERMS”) are made and entered into between The Imperial Group Limited, and/or its subsidiaries located at PO Box 573, St. Davids, Ontario, L0S 1P0, hereinafter referred to as (“TIG”) and you, the Customer hereinafter referred to as (“CUSTOMER” or “BUYER” or “SUBSCRIBER” or “YOU” or “YOUR”). Customer and TIG are collectively referred to in this Agreement as the “PARTIES.” The above Master Service Agreement Number is linked to these Terms and provides the details on the Services and Products that these Terms apply to.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

The TIG SIP Trunking Service hereinafter referred to as (“SIP Trunking Service”) is available for CUSTOMER to subscribe with or without 911 Emergency Services access. In the case of these TERMS, CUSTOMER has subscribed to the SIP Trunking Service with 911 Emergency Services access.

- 1. Service Description & 911 Call Routing.** SIP Trunking Service allows CUSTOMER to make or receive telephone calls over the Internet to or from the public switched telephone network. The nature of SIP Trunking Service telephone calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and CUSTOMER acknowledges and agrees that differences exist between traditional telephone service and the SIP Trunking Service, including the lack of traditional 911 emergency services. TIG offers a form of 911 service (911 Dialing) 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, CUSTOMERS call is sent directly to the nearest emergency response centre. In addition, with E911 service, CUSTOMERS call back number and address are visible to the emergency response centre call-taker. With TIG’s 911 SIP Trunking Service, CUSTOMERS call is sent to a national emergency call centre. The call centre operator will request or confirm CUSTOMERS location information and/or call-back number and then transfer CUSTOMERS 911 call to the emergency response centre nearest CUSTOMERS location. CUSTOMERS 911 call may in some cases be sent directly to an emergency response centre in which case CUSTOMER should be prepared to provide CUSTOMERS address and call-back number since the operator may not have this information. With TIG CUSTOMERS 911 calls will be routed to emergency personnel who do not receive CUSTOMERS phone number or physical location information. Do not hang up unless told directly to do so and if disconnected, CUSTOMER should dial 911 again.
- 2. Alternate services.** TIG recommends that CUSTOMER should always have an alternative means of accessing 911 or similar emergency services. CUSTOMER agrees to inform others who use CUSTOMER’s SIP Trunking Service that they are using the SIP Trunking Service and that access to 911 may be limited and that in the event of a failure to use other emergency services through a traditional landline or mobile phone service.

3. **Outside of Canada.** CUSTOMER acknowledges that 911 calls made from locations outside of Canada cannot be completed by the 911 operator. The caller will be told to use an alternate service to dial 911.
4. **Correctness of information.** CUSTOMER is responsible for providing, maintaining, and updating correct contact information (including name, address and telephone number) for CUSTOMER'S account. If CUSTOMER does not correctly identify the actual location where CUSTOMER is located, or if CUSTOMER account information has recently changed or has otherwise not been updated, 911 calls may be misdirected to an incorrect emergency response site. CUSTOMER MUST update contact information by calling TIG and speaking to a representative.
5. **Service Outages.** 911 Dialing service will not function in the event of a power or broadband outage or if your broadband, ISP, or TIG service is suspended or disconnected. Following a power failure or disruption, CUSTOMER may need to reset or reconfigure CUSTOMER'S device prior to utilizing the SIP Trunking Service, including 911 dialing.
6. **Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls.** There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 dialing call made utilizing the SIP Trunking Service as compared to traditional 911 Dialing over traditional public telephone networks.
7. **Re-Registration Required if You Change Your Number or Add or Port New Numbers.** CUSTOMER must successfully register your location of use for each changed, newly added, or newly ported number in order for 911 dialing to function as intended. Regardless of what address CUSTOMER registers for a SoftPhone, the national emergency response centre does not receive CUSTOMER'S phone number or physical location information when CUSTOMER places a 911 call.
8. **Disclaimer of Liability.** Neither TIG nor its affiliated or related companies, divisions, nor any of their respective officers, employees, directors, shareholders, content providers or service partners shall be held liable for any claim, damage, or loss, and CUSTOMER hereby waives any and all such claims or causes of action, arising from or relating to the SIP Trunking Service and/or the 911 Service, including, without limitation, CUSTOMER'S inability to dial 911 from CUSTOMER'S SIP Trunking Service or to access emergency service.
9. **Indemnification.** CUSTOMER agrees to defend, indemnify, and hold harmless TIG, its affiliated and related companies, divisions, and their respective officers, employees, directors, shareholders, affiliates and agents and any other third party service provider who furnishes services to CUSTOMER or to TIG in connection with SIP Trunking Service, from and against any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable legal fees and expenses) by, or on behalf of, CUSTOMER or any third party or user of CUSTOMER'S SIP Trunking Service relating to the absence, failure or outage of the SIP Trunking Service, including, without limitation, the 911 Service and/or the inability of CUSTOMER and/or any third person or party or user that gains access to or use of the SIP

Trunking Service with or without CUSTOMER's express or implied authorization.

10. **Changes to the Terms of Service.** These TERMS are subject to change without announcement, all changes to the Terms of Service will be emailed to the CUSTOMER's main email address on file and will be posted to the TIG website and the Imperial Telecom website.
11. **Language Clause.** The PARTIES hereto have requested that these TERMS and all correspondence and all documentation relating to this Agreement, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.
12. **Governing Law.** These TERMS shall be governed by the laws of the Province of Ontario. CUSTOMER may not assign or transfer these TERMS in whole or in part, without the prior written consent of TIG.
13. **Severability.** In the event that any term or provision of these TERMS is held by a court of competent jurisdiction to be illegal, unenforceable, or invalid in whole or in part for any reason, the remaining provisions of these TERMS shall remain in full force and effect.
14. **Electronic Records.** CUSTOMER consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting TIG. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.
15. **Assignment.** TIG may assign or subcontract all or any portion of its rights or obligations with respect to these TERMS and/or assign the right to receive payments without CUSTOMER consent. CUSTOMER may not assign these TERMS or any of their rights or obligations without the prior written consent of TIG.
16. **Interpretation.** The format, words, and phrases used herein shall have the meanings generally understood thereby in the Computer/Software/Internet Industries. These TERMS shall be construed according to its plain meaning. In the event any ambiguity shall be found herein, TIG will be the final authority as to the interpretation of these TERMS.
17. **Disclosure to Law Enforcement.** TIG may disclose any CUSTOMER information to law enforcement agencies without further consent or notification to the CUSTOMER upon lawful request from such agencies. TIG will cooperate fully with law enforcement agencies at all times.

By signing below, I acknowledge that I am duly authorized to accept these TERMS on behalf of CUSTOMER and that I am duly authorised to bind CUSTOMER to the pricing information located in the price quotation.

Authorized Signature

Authorized Name

Title

Date