

1-Feb-14

Master Services Agreement

1429862 Ontario Limited o/a First Cloud Telecom and/or its affiliates ("FIRSTCLOUD") shall provide to the Customer ("you") the managed voice services, internet access services and the lease, rental or sale of goods and equipment (collectively, "Services") described in customer orders accepted by FIRSTCLOUD from time to time (the "Customer Order(s)"). The terms and conditions of this Agreement (including all schedules attached hereto, if any) shall apply to all Customer Orders. The schedules that may be attached hereto from time to time (the "Schedules") address terms and conditions that are specific to each individual service that FIRSTCLOUD may offer to the Customer. Each Customer Order will be associated with this Agreement and each Customer Order will become part of this Agreement. Each Customer Order shall include a detailed description of the Services to be provided pursuant to such Customer Order and the pricing applicable to such Services. In the event of any conflict between the terms and conditions contained in a Customer Order and this Agreement (including the Schedules), the terms and conditions in this Agreement shall prevail. A Schedule or Customer Order may only be attached hereto, amended or modified by a written document signed by authorized representatives of FIRSTCLOUD and Customer.

1. TERMS OF SERVICE AND TERMINATION

(a) This Agreement shall be effective upon its execution by both parties. The term of each Customer Order issued hereunder shall be stated therein. The term of each such Customer Order shall be automatically renewed, at the annual rates then in effect or at rates specified by FIRSTCLOUD in a notice to Customer given not less than sixty (60) days prior to the renewal date, for consecutive one year periods, unless terminated by either party by written notice given to the other party at least sixty (60) days prior to the end of the initial or renewal term then ineffect. Any termination of this Agreement shall have the effect of terminating all Customer Orders issued hereunder.

(b) The Internet Access service is a dedicated service managed for optimum speed and access.

(c) The Customer is responsible for how the Services are used, and must abide by FIRSTCLOUD's Acceptable Use Policy (AUP). <http://firstcloudtelecom.com/Services/AUP.pdf>

(d) The Customer may not use the Services to deliberately crash the FIRSTCLOUD management devices, (the "System") deliberately use large amounts of System resources, try to break any security feature or setting, or use the System to in any manner attack any other system.

(e) The Customer is responsible for maintaining security of their assigned account(s) on the System (if applicable), using non-trivial passwords and changing their password(s) at least every 40 days and also when requested by FIRSTCLOUD.

(f) THE CUSTOMER MAY NOT RESELL THE SERVICES OR ANY PART OF THE SERVICES.

(g) Telephone Numbers, Email Accounts and Other Contact Information

(i) FIRSTCLOUD has the exclusive property rights to all direct inward dial (DID) telephone numbers provided to the Customer and Internet email addresses using FIRSTCLOUD's domain name and will use its reasonable commercial efforts to ensure that such numbers and addresses are not changed.

(ii) Internet email accounts (where applicable) are provided using FIRSTCLOUD's domain name.

(iii) The Customer will advise FIRSTCLOUD immediately of any changes in Account contact information.

(iv) FIRSTCLOUD may list, at its discretion, the Customer's contact information in relevant directories.

(h) EMERGENCY SERVICES - 911 DIALING.

The nature of Voice over Internet Protocol (VOIP) telephone calls, while appearing similar to traditional telephone calling services, create unique limitations and circumstances, and you acknowledge and agree that differences exist between traditional telephone service and VOIP telephone services, including the lack of traditional 9-1-1 emergency services. Services based on VOIP, such as FIRSTCLOUD TOTAL VOIP, are subject to certain limitations relating to 9-1-1 emergency call (the "Emergency Call") to a 9-1-1 response center (the "Response Center"): (i) Such calls are routed to an operator which means that a caller using the service must provide the operator with location information to enable the operator to route the Emergency Call to the appropriate Response Center. As the Emergency Call is not automatically routed to a Response Center, the caller's location information and telephone number will not be automatically delivered to the Response Center, meaning it will take longer for the Emergency Call to be connected to the appropriate Response Center than an Emergency Call that is made using traditional wireline telephone service. Upon any move to a new address, or change of use of your FIRSTCLOUD service, you must immediately advise the FIRSTCLOUD Support Desk 647-745-0848. If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 9-1-1 calls may be misdirected to an incorrect emergency response site.

(ii) VOIP based services have a greater potential for service; disruptions due to network unavailability as a result of power outages or other interruptions; and

(iii) it may not be possible to complete an Emergency Call that is made from outside the Customer's corporate local area network), from outside Canada or from a location within Canada that is not served by 9-1-1 service;

(iv) You must not disconnect the 9-1-1 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately. As a result of these limitations, an Emergency Call should be made using traditional wireline telephone service whenever possible. You are responsible for notifying, and you agree to notify, any user or potential users of your VOIP services of the nature and limitations of 9-1-1 emergency calls on the VOIP services as described herein. FIRSTCLOUD shall not be liable for any damages, costs, claims, losses or expenses that arise from, or are due to, any interruptions, delay, errors or defects in the transmission of an Emergency Call that is made using an FIRSTCLOUD VOIP service.

911 services Please initial: _____

(i) TOLL FRAUD

The Customer shall be responsible for all costs, claims or actions arising from calls the purpose or effect of which is theft or unauthorized or improper usage of communications services or misleading or fraudulent communications of any nature (including, without limitation, communications intended to effect theft through unauthorized use of calling cards) and all unauthorized, improper or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like for which FIRSTCLOUD is billed that are passed through to the Customer for billing to Customer's customers (collectively, "Fraudulent Calls"). Customer shall not be excused from paying FIRSTCLOUD for any Services provided to Customer or any portion thereof on the basis that Fraudulent Calls comprised a corresponding portion of the Services. For clarity the Customer shall be responsible to manage the security of the system that permits access to voice mail, webportal, and remote phone features.

(j) INSTALLATION CONDITION - AVAILABILITY OF ACCESS FACILITY

Customer acknowledges and agrees that in some cases, as outlined on the Customer Order Form, the FIRSTCLOUD Service may be provided using a Carrier LOOP and may be subject to the availability of access facilities between a serving central office and the End User's premises. In

the event all or any portion of the access facility does not exist between a serving central office and the End User's premises, FIRSTCLOUD may notify the Customer that additional access charges are necessary to build such access facility. Upon receipt of the Additional Access Charges Notification, the Customer shall notify FIRSTCLOUD in writing within thirty (30) days of whether:

(i) it wishes to incur the Additional Access Charges for FIRSTCLOUD to build the access facility; or

(ii) whether it wishes to terminate the Service at the affected Site. In the event the Customer notifies FIRSTCLOUD in writing that it does not wish to pay the Additional Access Charges, the Customer may terminate the Service at the affected Site without Termination Fees. FIRSTCLOUD will not commence the build of the access facility until such time as FIRSTCLOUD receives notice in writing from the Customer that it accepts and approves the Additional Access Charges.

(k) ENTRANCE CONDUIT AND INSIDE WIRING

If the End User's communications room is different than the building's main equipment room, the Customer is responsible to ensure conduit, fiber if required, and building lease or other rights are available (at no cost to FIRSTCLOUD) for FIRSTCLOUD to utilize in order to bring Service from the building's main equipment room to the End User's communications room.

2. PAYMENTS

(a) Payment for Services shall be due and payable upon receipt of FIRSTCLOUD's invoice. Payment shall be made to FIRSTCLOUD at the address set forth on the invoice. Charges for a partial month will be prorated on the basis of a thirty (30) day month. All charges and amounts payable by Customer to FIRSTCLOUD under this Agreement shall be paid without set-off or abatement. FIRSTCLOUD shall bill the Customer monthly in advance for Services applied for in this contract and Service Modifications applied for including any applicable state /provincial sales tax or federal goods and services tax. Charges occurring monthly are billed in advance. A late payment charge, at a rate of 24% per annum or the highest lawful rate permitted by law, whichever is lower, shall be charged (on a daily interest basis) on any amount which is not paid to FIRSTCLOUD within thirty (30) days of its due date. FIRSTCLOUD may revise its prices in accordance with the terms governing pricing set forth below.

(b) Prices for Services subject to tariffs are subject to change consistent with applicable tariff restrictions and modifications. Prices for Inbound Toll or Outbound Long Distance calls terminating in the operating territories of North American independent telephone companies are subject to change at any time, and the pricing for these calls will be listed online at

http://www.firstcloudtelecom.com/Services/NA_HCNPA_Rates.pdf
FIRSTCLOUD's prices for all other Services are subject to change effective thirty (30) days after issuance of notice to Customer.

(c) If, after such time as Customer has agreed to the configuration of Services to be provided pursuant to a Customer Order, Customer requests that the agreed configuration be amended, Customer will be charged a one time administration fee equal to 35% of the amount equal to FIRSTCLOUD's estimate of the aggregate of Customer's charges for a one month period applicable to such Customer Order.

(d) In the event that Customer terminates all or part of such Customer Order before the conclusion of the stated term, Customer shall be assessed an early termination charge. Such charge shall be the amount payable under the applicable Customer Order for the balance of the stated term and shall be payable as liquidated damages and not as a penalty.

Customer shall also be subject to reasonable charges for removal and refurbishment of leased or rental equipment provided to Customer by FIRSTCLOUD. FIRSTCLOUD requires at least 30 days advance written notice prior to month end for termination requests related to any Services (e.g., a termination request received on July 17 would result in a termination date of August 31).

(e) Customer shall pay all goods and services, sales, use or other local, state/provincial and federal taxes, however designated (excluding taxes on FIRSTCLOUD's net income), imposed on or based upon the Services. Taxes will be separately stated on each invoice.

(f) Customer shall remain solely responsible for all charges incurred by Customer with other service providers prior to Customer's transfer to FIRSTCLOUD.

(g) Customer may dispute a charge by submitting written notice detailing the basis for such dispute within sixty (60) days following the date upon which Customer receives the invoice to which such dispute relates. The parties shall use their good faith efforts to resolve such disputes promptly. If Customer does not dispute an amount in an invoice within such sixty (60) day period, Customer shall have irrevocably and conclusively waived any rights it may have to dispute the amounts contained in such invoice.

(h) Title All leased or rented equipment, including, but not limited to, all wiring installed by or for FIRSTCLOUD, is and shall remain the property of FIRSTCLOUD, and may be removed by FIRSTCLOUD after expiration, termination or default of this Agreement or any Customer Order attached hereto. Customer shall not change or remove from the leased or rented equipment any insignia indicating ownership of the equipment.

(i) Software Requirement Any software sold or provided to Customer shall be subject to the license requirements of the software suppliers, and Customer agrees to comply with such requirements and shall indemnify and save harmless FIRSTCLOUD from all loss or damage arising from Customer's failure to comply with such requirements.

3. MAINTENANCE, REPAIRS & TROUBLESHOOTING

FIRSTCLOUD will use reasonable efforts to maintain the equipment for which a Customer Order for maintenance services is issued. Customer agrees to allow FIRSTCLOUD's representatives access to the equipment at reasonable times. FIRSTCLOUD's baseline responsibilities for troubleshooting and repairs are outlined in the FIRSTCLOUD Troubleshooting Guide. Charges for advanced trouble shooting and LAN IT support services shall be those charges in effect at the time. Credit for downtime resulting from preventive maintenance, fault repair, power failures and other random occurrences within the full control of FIRSTCLOUD that preclude use of the equipment by

Customer shall be limited to an allowance of one thirtieth (1/30th) of the monthly charges related to the affected equipment only, for each business day that such equipment is out of service beyond a period of twenty-four (24) hours from the time FIRSTCLOUD receives notice of such equipment failure and access to the equipment. Maintenance of equipment will be performed between the hours of 8:30 am. and 5:00 pm., Monday through Friday, excluding holidays. If FIRSTCLOUD performs maintenance during any other period, and provided such maintenance is performed at the request of Customer or is required to be performed as a result of Customer's abuse or negligent use of the equipment, Customer shall be subject to an additional charge for such maintenance services. Customer shall maintain a safe working environment, in compliance with all applicable laws and regulations, at its premises in any location to be visited by FIRSTCLOUD personnel.

4. DEPOSIT

FIRSTCLOUD reserves the right to require a deposit from Customer in an amount equal to FIRSTCLOUD's estimate of the aggregate of Customer's charges for a one-month period for each Customer Order attached hereto. FIRSTCLOUD shall refund to Customer the deposit, without interest, within thirty (30) days of the expiration or termination of the applicable Customer Order. Without prejudice to its other remedies, FIRSTCLOUD reserves the right to and Customer acknowledges that FIRSTCLOUD has the right to deduct from such deposit any amount

owed to FIRSTCLOUD by Customer as at the date of expiration or termination, including any amount owed as a result of Customer's default under this Agreement.

5. DEFAULT BY CUSTOMER

Should Customer:

- (a) fail to pay an invoice within thirty (30) days after payment is due;
- (b) default in the performance of any of its obligations under this Agreement or any Customer Order;
- (c) without FIRSTCLOUD's prior written consent, be subject to a direct or indirect change of legal or effective control, a sale of all or substantially all of its assets, or a merger or amalgamation; or
- (d) be dissolved or become insolvent, or subject to the appointment of a receiver or make an assignment for the benefit of creditors, or file a petition in bankruptcy or be subject to a petition in bankruptcy filed against it or cease to carry on business or be subject to distress or other proceedings on its property then, in any such event, FIRSTCLOUD may upon written notice to Customer, at FIRSTCLOUD's option and in addition to other remedies available to it at law or in equity:

- (1) terminate this Agreement;
- (2) immediately terminate all Services to Customer; and
- (3) take immediate possession of all leased equipment and lease, sell, dispose of, hold or use same. Customer shall be liable to FIRSTCLOUD for all expenses, including legal fees and expenses incurred in connection with any repossession or any action brought to enforce FIRSTCLOUD's rights under this Agreement. No remedy of FIRSTCLOUD shall be exclusive of any other remedy, whether provided herein or available at law or in equity, but each shall be cumulative of all other remedies. A waiver of default shall not be a waiver of any other or subsequent default.

6. ADDITIONAL PROVISIONS APPLICABLE TO LEASED OR RENTED EQUIPMENT

The following shall apply to any equipment leased or rented from FIRSTCLOUD or assigned by FIRSTCLOUD (Assignor) to third-party leasing company:

- (a) Lease or Rental Period The lease or rental period shall begin on the date equipment is delivered to you and, unless earlier terminated by FIRSTCLOUD, shall continue through the period specified in the applicable Customer Order and Rental Agreement.
- (b) Movement of Equipment, Additions and Changes Leased or Rented equipment shall be moved only by FIRSTCLOUD or with the prior written approval of FIRSTCLOUD. Charges for moves, additions and changes shall be those charges in effect at the time, and listed online at <http://firstcloudtelecom.com/Services/MAC.pdf>
- (c) Upgrades, Modifications, Alterations and Attachments to Equipment. The Customer may request modifications to the Services ("Service Modifications") by calling our help desk at 647-745-0848. Modifications are subject to the same terms and conditions as the original contract and are renewed concurrently with the original contract. Customer may request that FIRSTCLOUD make model or feature changes to leased or rented equipment, provided that Customer agrees to pay FIRSTCLOUD's then current pricing in effect for the new leased or rented equipment, based upon the length of the lease period, and agrees to lease or rent the new equipment for, at a minimum, the remainder of the lease period in effect for the replaced equipment. Customer may also request that FIRSTCLOUD upgrade equipment owned by Customer provided that Customer agrees to pay FIRSTCLOUD's then current pricing in effect for such upgrade. Customer shall not make any modifications, alterations,

relocations or attachments to leased or rented equipment without the prior written approval of FIRSTCLOUD.

(d) Installation/Removal Installation or removal of leased or rented equipment, modifications, relocations, alterations and/or attachments will be performed by FIRSTCLOUD between the hours of 8:30 am. and 5:00 pm., Monday through to Friday, excluding holidays. Unless otherwise stated in a Customer Order, installation and removal charges are not included in the monthly lease or rental charge for the leased equipment. Installation and removal charges shall be paid by Customer in accordance with FIRSTCLOUD's then current pricing. Installation or removal at times other than those stated above shall be subject to an additional charge provided that such installation or removal occurs at the request of Customer.

(e) Return of Equipment Upon termination of any lease or rental of equipment, Customer shall promptly return such leased or rented equipment to FIRSTCLOUD in the same condition as provided, normal wear and tear accepted.

(f) Risk of Loss Customer shall bear the risk of loss or damage to, or theft of, the leased or rented equipment from and after the date of delivery until such time as the equipment is removed by FIRSTCLOUD. Customer shall indemnify and save harmless FIRSTCLOUD from and against any loss or damage (including legal fees) to, or theft of, the leased equipment, unless such loss or damage is caused by the negligence of FIRSTCLOUD. Customer shall further keep the equipment free of all security interests, liens and encumbrances and indemnify and save harmless FIRSTCLOUD from and against any loss or damage in any way arising from a security interest, lien or encumbrance upon the title to the equipment, unless same is imposed by a creditor of FIRSTCLOUD. FIRSTCLOUD may require Customer to provide evidence of insurance satisfactory to FIRSTCLOUD in the form of a certificate of insurance.

7. ADDITIONAL SERVICES/ EQUIPMENT

Customer may order additional Services at any time in accordance with FIRSTCLOUD's then current pricing and such other terms as may then be applicable to such additional Services.

8. WARRANTIES, REMEDIES AND LIMITATIONS

(a) SERVICES

FIRSTCLOUD warrants to Customer that Services will be performed in a workmanlike manner. FIRSTCLOUD's liability and Customer's remedy with respect to Services are limited to correction of such Services as are shown, to FIRSTCLOUD's reasonable satisfaction, not to have complied with this warranty, provided that written notice of such non-compliance shall have been given to FIRSTCLOUD by Customer within thirty (30) days after the date of the alleged breach. FIRSTCLOUD, may at its option be the customer of record with all service carriers and, if so, will be responsible for paying charges billed by such carriers to FIRSTCLOUD, and retains all rights associated with the use of telephone numbers and access codes assigned to FIRSTCLOUD and provided to Customer. Customer shall indemnify and save harmless FIRSTCLOUD from and against any loss or damage (including legal fees) associated with any claim by a carrier or other supplier arising out of Customer's breach of the terms of this Agreement.

(b) LEASED OR RENTED EQUIPMENT - Equipment leased hereunder, when installed, will be in good working order. FIRSTCLOUD's liability and Customers remedy with respect to leased or rented equipment are limited to repair or replacement of such equipment, as determined by FIRSTCLOUD, provided that written notice of the defect shall have been given to FIRSTCLOUD by Customer within thirty (30) days after installation.

(c) GOODS - FIRSTCLOUD warrants to Customer that, at the time of delivery, new and/or remanufactured goods purchased hereunder will be free from defects in material and manufacture. FIRSTCLOUD's liability and Customer's remedy under this warranty are limited to the repair or replacement, as determined by FIRSTCLOUD, of goods or components thereof returned to FIRSTCLOUD which are shown, to FIRSTCLOUD's reasonable satisfaction, to be defective, provided that written notice of the defect shall have been given to FIRSTCLOUD by Customer within thirty (30) days after delivery of such goods. If FIRSTCLOUD is authorized to grant to Customer a warranty provided by the manufacturer of the goods, such warranty shall be the exclusive warranty applicable to this Agreement. FIRSTCLOUD warrants that upon the purchase by Customer of new or remanufactured goods, it will convey good title to goods sold. FIRSTCLOUD's liability and Customer's remedy are limited to the removal of any title defect or, at the election of FIRSTCLOUD, the replacement of the goods or components which are defective in title.

(d)

i. Desktop / eFAX

ALL SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND FIRSTCLOUD DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO YOU REGARDING THE USABILITY, CONDITION OR OPERATION THEREOF. FIRSTCLOUD DOES NOT WARRANT THAT ACCESS TO OR USE OF THE Desktop FAX SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT SOFTWARE OR SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. FIRSTCLOUD EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY.

ii. YOUR USE OF FIRSTCLOUD Desktop FAX AND ALL SOFTWARE AND SERVICES IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES OR OTHER MATERIAL (INCLUDING ALL SOFTWARE) OBTAINED EITHER DIRECTLY OR INDIRECTLY FROM FIRSTCLOUD. YOU AGREE THAT FIRSTCLOUD WILL NOT BE LIABLE FOR DAMAGES (INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR LOSS OF PROFITS) ARISING OUT OF YOUR USE OF OR INABILITY TO USE Desktop FAX OR ANY OTHER SOFTWARE OR SERVICES, AND YOU HERE BY WAIVE ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, INCLUDING NEGLIGENCE, EVEN IF FIRSTCLOUD HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE ENTIRE LIABILITY OF FIRSTCLOUD AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF SOFTWARE AND SERVICES OR ANY BREACH OF THIS AGREEMENT BY FIRSTCLOUD ARE LIMITED TO THE LESSER OF: (I) THE AMOUNT ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE SOFTWARE OR SERVICES IN THE FOUR (4) MONTHS PRECEDING THE DATE OF YOUR CLAIM OR (II) U.S.\$500.00. YOU HEREBY RELEASE FIRSTCLOUD FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION TO THE MAXIMUM EXTENT ALLOWED BY LAW. SOME JURISDICTIONS MAY NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED OR MODIFIED OR LIABILITY TO BE LIMITED, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.

iii. FIRSTCLOUD SHALL NOT BE HELD RESPONSIBLE IN ANY WAY OR BY ANY MEANS, EITHER DIRECTLY OR INDIRECTLY, FOR ANY COMMUNICATIONS DIFFICULTIES OUTSIDE OF FIRSTCLOUD'S CONTROL WHICH COULD LEAD TO THE INTERRUPTION OF DATA DELIVERY SERVICE TO THE CUSTOMER'S EMAIL ADDRESS, PAGER, TELEPHONE OR ANY OTHER RECEIVING DEVICES OR THIRD-PARTY DATA STORAGE AND/OR DELIVERY SERVICES. iv. YOU WILL NOT RELY ON ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, MADE BY ANY PERSON OTHER THAN AN AUTHORIZED OFFICER OF FIRSTCLOUD, IN EVALUATING THE DESKTOP FAX SERVICE OR ANY OTHER SERVICES AND/OR PRODUCTS OF FIRSTCLOUD.

(e) EXCLUSIVE WARRANTIES AND REMEDIES

THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND FIRSTCLOUD HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES. FIRSTCLOUD DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. THE REMEDIES OF CUSTOMER SHALL BE LIMITED TO THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT, TORT, PRODUCT OR STRICT LIABILITY, WHETHER OR NOT ARISING FROM FIRSTCLOUD'S NEGLIGENCE, ACTUAL OR IMPUTED. NO AGREEMENT VARYING OR EXTENDING THE WARRANTIES, CONDITIONS, REPRESENTATIONS, REMEDIES OR ANY LIMITATIONS IN THIS AGREEMENT SHALL BE BINDING UPON FIRSTCLOUD UNLESS IN WRITING SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF FIRSTCLOUD.

(f) LOSS OF DATA

FIRSTCLOUD shall not be liable, under any circumstances, for any loss or damage to data.

9. INDEPENDENCE OF AGREEMENTS

In the event that Customer occupies leased office space, Customer's lease with the building owner ("Building Owner") is entirely separate and distinct from and independent of this Agreement. Consequently, this Agreement shall have no effect upon the rights and obligations relating to such lease, nor shall such lease have any effect upon the rights and obligations arising out of this Agreement. Customer acknowledges that Building Owner is not a party to this Agreement and has no obligation of any type with respect to the Services provided under this Agreement. Customer agrees that any cessation or interruption of Services or any breach of this Agreement by FIRSTCLOUD shall not constitute a default or constructive eviction by Building Owner. CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS THE BUILDING OWNER OR ANY BUILDING MANAGER ACTING ON BE HALF OF THE BUILDING OWNER, FROM ANY CLAIM CUSTOMER MAY HAVE AGAINST FIRSTCLOUD ARISING FROM THIS AGREEMENT AND FROM ANY CLAIM CUSTOMER MAY HAVE ARISING OUT OF THE PROVISION (OR LACK THEREOF) OF SERVICES. Customer agrees that Building Owner or any building manager acting on behalf of the Building Owner, shall receive the benefit of such promises and covenants, by FIRSTCLOUD as agent therefore.

10. LIMITATION OF LIABILITY

FIRSTCLOUD MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FIRSTCLOUD WILL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY CUSTOMER OR ANY OTHER PARTY (INCLUDING ANY SUBSCRIBERS TO OR USERS OF ANY SERVICES PROVIDED BY CUSTOMER), INCLUDING LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, OR SERVICE INTERRUPTIONS. FIRSTCLOUD EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OF THE INFORMATION PASSING THROUGH ITS NETWORK OR OVER THE INTERNET. USE OF ANY INFORMATION OBTAINED OVER THE FIRSTCLOUD NETWORK OR THE INTERNET IS AT CUSTOMER'S OWN RISK. IN NO EVENT SHALL FIRSTCLOUD BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR LOSS OF PROFITS. FIRSTCLOUD SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICE. IN NO EVENT WILL FIRSTCLOUD'S LIABILITY FOR ANY CLAIM (WHETHER IN TORT, CONTRACT, OR OTHERWISE) EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICE IN THE PRIOR FOUR (4) MONTHS.

11. AGENCY

Customer hereby appoints FIRSTCLOUD as its agent for the procurement of Services, as required, and Customer agrees to execute any documents reasonably required pursuant to such agency relationship in a timely manner.

12. SUBCONTRACTING

FIRSTCLOUD may subcontract the performance of Services, as required, provided that such action shall not relieve FIRSTCLOUD of its obligations hereunder.

13. ASSIGNMENT

Either party may assign this Agreement with the prior written consent of the other; such consent shall not be unreasonably withheld. FIRSTCLOUD reserves the right to assign this Agreement without Customer's consent to any entity which assumes the prospective obligations of FIRSTCLOUD hereunder. FIRSTCLOUD may also assign, without Customer's consent, the right to receive payments hereunder and Customer agrees not to assert against any such assignee any defenses or claims which it may have against FIRSTCLOUD.

14. NOTICES

All notices shall be in writing and addressed to the offices identified herein. Notices shall be deemed to have been given three (3) days after mailing thereof by registered mail, postage prepaid, or on the day of delivery, if delivered by hand. Either party may change its notice address by notifying the other in writing.

15. EXCUSE OF PERFORMANCE

If FIRSTCLOUD's performance of this Agreement, or any of its obligations hereunder, is prevented or restricted by reason of flood, storm, natural disaster, riot, war, terrorist action, embargo, chemical spill, acts of God, acts of public enemies, delays of suppliers, acts of city, state/provincial, local or federal government in their sovereign, regulatory or contractual capacity, labour difficulties, strikes or any other circumstances beyond the reasonable control of FIRSTCLOUD (collectively, "Force Majeure") then FIRSTCLOUD, upon giving reasonable notice to Customer, shall be excused from such performance

to the extent of such prevention or restriction, provided FIRSTCLOUD shall resume performance if such causes are removed or cease within a reasonable time. In the event that FIRSTCLOUD leases or has usage of space in a building in which Customer is located, and such lease or usage is terminated or FIRSTCLOUD's right or ability, for whatever reason, to provide Services in the building is terminated, FIRSTCLOUD shall be excused from further performance upon notice to Customer and this Agreement shall thereupon be terminated, without any liability or obligation on the part of FIRSTCLOUD.

16. RIGHT OF ENTRY

FIRSTCLOUD shall have the right to enter upon Customer's premises, with reasonable notice except for emergencies or Customer's default, in order to perform its obligations or enforce its rights hereunder, without having any liability to Customer other than for direct damages resulting from FIRSTCLOUD's negligence. In the event of default by Customer, FIRSTCLOUD may forcibly enter Customer's premises to the extent reasonably necessary, as determined by FIRSTCLOUD.

17. GENERAL

(a) If any term or terms of this Agreement or any Customer Order attached hereto shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms shall not, in any way, be affected or impaired thereby.

(b) Captions in this Agreement are for convenience of reference and shall not be deemed or construed in any way to limit or extend the language of this Agreement.

(c) This Agreement shall be governed by the laws of: the Province of Ontario for services that are installed and provided in Canada and State of New York for services installed and provided in USA. All rights to a jury trial are waived.

(d) Any modification of this Agreement must be in writing and signed by authorized representatives of both parties. (e) Waivers, to be binding, must be in writing and signed by the party whose right is waived. No waiver of the terms of this Agreement or failure by either party to exercise any option, right or privilege on any occasion shall be construed to be a waiver of the same on any other occasion.

(f) Terms of this Agreement that by their sense and context are intended to survive performance by either or both parties shall so survive the completion expiration, termination or cancellation of this Agreement. For greater certainty, sections 1(h), 2, 6, 8, 10, 15 and 17 shall survive any termination hereof.

(g) Each party represents that it has full power and authority to enter into and perform this Agreement, that it knows of no impediment to its performance of this Agreement and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

(h) Customer acknowledges that a portion of the Services to be provided hereunder, may be subject to the regulatory authority of local, state / provincial and federal agencies and Customer agrees, notwithstanding any other provision hereof, that:

(a) any price, monthly lease charge or other charge set forth in Customer Orders hereunder will be subject to revision should any ruling of such agencies affect the provision of such Services, and

(b) FIRSTCLOUD may unilaterally modify any Service offering, including cancellation thereof, to permit FIRSTCLOUD to comply with any ruling of such agencies.

(i) The parties agree that this Agreement and any Customer Orders attached hereto are the complete and exclusive statement of the

agreement between the parties. Customer acknowledges that it neither has been induced to enter into this Agreement by, nor in any way relies upon, any statement or representation not specifically set forth herein. This Agreement supersedes all proposals or prior agreement, oral or written and all other communications between the parties relating to the subject matter of this Agreement and any Customer Orders attached hereto.

(j) Service in the United States is provided by FIRSTCLOUD Telecom (US), Inc., and in Canada by 1429862 Ontario Limited o/a First Cloud Telecom.

(k) The parties confirm that it is their wish that this Agreement, as well as any

Customer Orders attached hereto, have been and shall be drawn up in the English language only. Les parties aux presentes confirment leur volonte que cette convention, de meme que tous les documents, ycompris tous avis, cedulaes et autorisations s'y rattachant, soient rediges en langue anglaise seulement.

(l) CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY IT. IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Company: _____

Name: _____

Sign: _____

Date: _____

Accepted By : 1429862 Ontario Limited o/a First Cloud Telecom

By:

Date:
