

End User License Agreement (EULA)

NEWT Desktop Softphone

This End User License Agreement ("EULA" or "Agreement") is a legal agreement between you, the end user and representative of your employer, the customer in the Fibernetics Master Service Agreement (referred to as "you" or "the Customer") and NEWT (the business division of Fibernetics Corporation), and grants you certain rights to access and use the NEWT Desktop Softphone application, technology, service, associated media, supporting documentation and updates (collectively, "the Software").

CAREFULLY READ THE TERMS AND CONDITIONS OF THIS EULA BEFORE ACCEPTING. BY CHOOSING TO ACCEPT THE TERMS IN THIS AGREEMENT, YOU REPRESENT THAT YOU ARE OF LEGAL AGE AND HAVE THE CAPACITY AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND THAT YOU UNDERSTAND YOU ARE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT FORMS PART OF THE FIBERNETICS MASTER SERVICE AGREEMENT AND PBX SCHEDULE WHICH CAN BE FOUND AT www.fibernetics.ca/MSA. EACH TIME YOU USE THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. THESE TERMS AND CONDITIONS MAY BE UPDATED FROM TIME TO TIME. YOU ARE ADVISED TO CHECK FOR UPDATES AT www.fibernetics.ca/MSA.

IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE PROHIBITED FROM INSTALLING AND USING THE SOFTWARE.

1. 9-1-1 SUPPORT

PLEASE READ THE INFORMATION BELOW ABOUT 911 EMERGENCY SERVICE CAREFULLY.

By using the NEWT Desktop Softphone the Customer acknowledges and agrees to all of the information below regarding the limitations of using the Software for dialing 9-1-1.

The Customer acknowledges and understands that the Software offers a Basic 9-1-1 type service. With the Basic 9-1-1 service, anyone placing a 9-1-1 call from the Software will be routed to an emergency operator (an "Operator") and will have to provide their specific address/location. Once this information has been successfully provided to the Operator, the Operator will route the call to the appropriate Public Safety Answering Point (PSAP) corresponding to the provided address/location. Further, for Basic 9-1-1 service, the phone number and address designated by the Customer in the NEWT records will be the location information passed on the local PSAP or local emergency dispatcher. Therefore, it is critical

that Customer, at time of activation and following any moves or location changes, provide correct and up to date address and contact information to NEWT. 9-1-1 calls originating from an address or location outside of Canada cannot be routed to any PSAP or emergency service by the Operator.

NEWT can only support Equipment or Software provided by or purchased from NEWT for purposes of 9-1-1 emergency dialing with the PBX Services. 9-1-1 service is available for fixed PBX systems; however only Basic 9-1-1 service will be available for roaming PBX users using the Software. If a roaming PBX Software user calls 9-1-1, he/she must be prepared to immediately inform the emergency services dispatcher of his/her location or the location of the emergency, if different. Should there be a service outage at the location where the Software is being used, including (but not limited to) power outage, network service outage, or suspension or disconnection of the PBX Services or the Software, it may prevent 9-1-1 dialing from working.

For technical reasons associated with the possibility of network congestion with the Software there is a possibility that a 9-1-1 call will produce a busy signal or will take longer to answer, as compared to traditional 9-1-1 calls. For further clarification, when using the Software the PSAP or local emergency service dispatcher receiving the Customer's 9-1-1 call may not be able to capture and/or retain automatic number or location information. This means that the dispatcher may not know the phone number or physical location of the person who is making the 9-1-1 call. Therefore, users of the Software dialing 9-1-1 must immediately inform the dispatcher of their location (or the location of the emergency, if different). The user must ensure not to disconnect the line, as the dispatcher may not have a phone number to use for call back. If the user is unable to speak and describe the location, the emergency dispatcher may not be able to obtain the location information. If 9-1-1 is dialed and the receiver is then hung up, the call will be disconnected.

The Customer acknowledges the nature and limitations of the 9-1-1 service and the Customer agrees that it must inform all users and potential users of the Software of these limitations of the Software in connection with 9-1-1 calls at the locations where the PBX system has been installed and at any remote locations connected to the Customers' PBX Services subscription.

THE CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT NEWT WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 9-1-1 USING THE SOFTWARE OR FOR ANY INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL DUE TO THE 9-1-1 DIALING CHARACTERISTICS AND LIMITATIONS LISTED HEREIN. THE CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS NEWT, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUCCESSORS, AFFILIATES, AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO THE CUSTOMER IN CONNECTION WITH THE PBX SERVICES, FROM ANY AND ALL INJURY, DEATH OR DAMAGE TO PERSONS OR PROPERTY, CLAIMS, LOSSES, FINES, PENALTY AND COSTS

(INCLUDING SOLICITOR'S FEES) BY, OR ON BEHALF OF, THE CUSTOMER OR ANY THIRD PARTY OR USER OF THE SOFTWARE OR PBX SERVICES RELATING IN ANY WAY TO THE FAILURE OR OUTAGE OF THE SOFTWARE OR PBX SERVICES RELATED TO 9-1-1 DIALING. CUSTOMER IS ADVISED TO KEEP AN ANALOG LINE FOR SECURITY AND/OR FAX SERVICES. THIS ANALOG LINE SHOULD BE USED AS A BACKUP FOR 9-1-1 IN THE EVENT OF A SERVICE OUTAGE ON THE SOFTWARE OR PBX SERVICES, INCLUDING A SERVICE OUTAGE CAUSED BY POWER OUTAGE. ALL USERS SHOULD BE MADE AWARE OF THE LOCATION OF THE ANALOG PHONE.

2. SOFTWARE

a. Software license

- i. At the time of subscription, Customer shall receive or shall be entitled to download the Software.
- ii. Subject to the terms and conditions of the Agreement, NEWT grants to Customer a non-exclusive, non-transferable, revocable, limited license to use the Software.
- iii. Customer shall have no right to transfer, assign or sublicense the Software.

b. Restrictions on altering the Software or the code in any way

Except as otherwise specified in this Schedule, the Customer may not: (i) copy the Software, other than one copy which is permitted as a backup; (ii) Modify or create any derivative works of any Software, service or documentation, including translation or localization (code written to published application programming interfaces or APIs); (iii) Sublicense or permit simultaneous use of the Software by more than one user; (iv) Reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code for any Software; (v) Redistribute, encumber, sell, rent, lease, sublicense, or use the Software in a timesharing or service bureau arrangement, or otherwise transfer the Software or any rights to the Software; (vi) Remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software; or (vii) Publish any results of benchmark tests run on any Software to a third party without NEWT's prior written consent.

c. Ownership of Software

All right, title and interest in the copyright, patents and intellectual property rights in the Software or any part thereof remain with NEWT.

3. USE OF THE SERVICE

a. System Requirements

The Customer is responsible for ensuring that Customer's system (computer or device) and Internet connection meets the minimum system requirements to run the Software as set out at <http://business.fibernetics.ca/voice-services/newt-pbx/softphone>. If the

Customer's system or Internet connection does not meet these requirements, NEWT is not responsible for any connection difficulties or delays, deficiencies, interruptions or related damages the Customer may have as a result.

b. Installation

The Customer is responsible for the download and installation of the Software.

c. Third Party Software and Downloads

- i. NEWT is not responsible for third party software downloads or hardware installed by the Customer which may alter the Software connection, the Customer's system configuration or which may prevent or alter internet connection, speed, or service or have any other impact on the Software.
- ii. NEWT is not responsible for any spyware, malware or virus the Customer contracts on its system from using the internet or the World Wide Web.
- iii. NEWT assumes no responsibility whatsoever for any internet or email or other connection software the Customer may run on its system. NEWT assumes no responsibility for any damages that may result from the use of such software.

4. SUPPORT

- a. With respect to the Software, NEWT will offer technical assistance and support as per the guidelines set forth in the Fibernetics Master Service Agreement and associated PBX Schedule, unless otherwise stated.
- b. NEWT will not provide support for third party services, hardware, software, PC repair services, enhancements, upgrades or modifications that are not purchased, rented or licensed from NEWT.
- c. NEWT will not in any event be held responsible to correct or fix any problems or errors relating to or caused by the installation, configuration or modification of the Customer's equipment or system or any components thereof or to incur any costs related thereto.

5. ORDER OF PREFERENCE

This NEWT EULA forms part of the Fibernetics Master Service Agreement. In the event of conflict between this EULA and the Fibernetics Master Services Agreement, the terms and conditions of this EULA shall prevail to the extent of the conflict.

Revision: August 30, 2013