TERMS AND CONDITIONS / MASTER SERVICE AGREEMENT

1. Provision of Products and Services

ICA Microsystems Inc agrees to provide to the Customer the Products and Services identified in the Services Agreement included in, and in accordance with, this Terms and Conditions Agreement. The Terms and Conditions of Service set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services (hereinafter referred to as Service(s) by ICA Microsystems Inc, (hereafter referred to as “ICA Microsystems Inc” or as “ICA”) to Customer and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between ICA Microsystems Inc and the Customer. Notwithstanding any contrary language in the Customer's purchase order, correspondence or other form of acknowledgment, Customer shall be bound by these Terms and Conditions of Service when it sends a purchase order or otherwise indicates acceptance of this contract or when it accepts delivery from ICA Microsystems Inc of the Service(s). The contract for sale of Service(s) is expressly limited to the terms and conditions of sale stated herein. Any different terms or conditions proposed by a party are rejected unless expressly agreed to in writing by the other party. No contract shall exist except as herein provided.

ICA Microsystems Inc shall furnish to the Customer certain Service (s) in accordance with the description shown in the service order form(s) (hereafter referred to as "Service Order Forms") and schedule(s) (hereafter referred to as “Schedules”) that may be attached hereto from time to time and may include additional terms and conditions applicable to provision of the Service(s). Both parties must approve the Schedules in writing before being attached and included as part of the contract.

2. ICA Microsystems Inc Equipment on Customer Premises

All equipment provided by ICA Microsystems Inc (usually consisting of antenna, mount, and power supply and switch), remains the property of ICA Microsystems Inc solely and is only available to the customer during the duration of the service. The customer agrees on termination, to provide access to ICA Microsystems Inc for equipment removal.

3. Entire Agreement

The terms and conditions set forth in this Agreement constitute the full and final expression of the contract for the purchase and sale of the Products and Services by ICA Microsystems Inc to the Customer, and supersedes all prior quotations, and purchase orders, correspondence or communications whether written or oral between ICA Microsystems Inc and the Customer. No amendment or modification hereto nor any statement, representation or warranty not contained in this Agreement shall be binding on either party unless made in writing by an authorized representative of each party. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

4. Quotations

Written quotations are valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice. All quotations are based on aggregated connection unless otherwise specified/noted on quote.

5. Term

This Agreement shall be effective for the Term specified in the Services Agreement unless otherwise terminated as provided herein.

6. Limited Liability

ICA Microsystems Inc makes no warranties of any kind, whether express or implied for the Services it is providing and disclaims any warranty of title, representations, implied warranties of merchantability, non-infringement and fitness for a particular purpose or failure to realize expected savings and warranties arising from a course of dealing, usage or trade practice. ICA Microsystems Inc specially denies any responsibility for the accuracy or quality of information obtained through the Services. Use of all information obtained or transmitted via the Services is at the Customer's own risk.

In no event shall ICA Microsystems Inc be liable to the Customer or to any third party for any special, indirect, incidental, punitive or consequential damages, or any damages, penalty or fine whatsoever resulting from loss of use, data, or profits, (including without limitation any damages claimed for loss of income, revenue or profits or for loss of goodwill or legal fees) whether in an action of breach of contract, negligence or other tortuous action arising out of or in connection with the performance of this Agreement.

The liability of ICA Microsystems Inc for claims arising from the furnishing of Service(s) or equipment pursuant to this Agreement or claims arising from the interruption or loss of use thereof, whether such Services are provided over its own facilities or through any connecting carriers or through facilities operated by its agents, shall be limited to, and the Customer's exclusive remedies shall be: (i) the correction of errors of which ICA Microsystems Inc has received written notice and proof within thirty (30) Business Days of occurrence; or (ii) where such correction is not practical ICA Microsystems Inc, the Customer shall be entitled only to an equitable credit not to exceed the charges invoiced to Customer for that portion of Service(s) which produced the erroneous result. In any event ICA Microsystems Inc's total liability (including claims based on negligence) shall be limited in the aggregate to the Customer's direct damages not to exceed the invoiced value for a thirty day period, of the Service(s) which was affected which gave rise to the claim. The Customer further agrees to indemnify and hold ICA Microsystems Inc and its directors, officers, managers, employees, agents, and representatives harmless from and against any loss, cost (including legal fees and court costs), damage, injury, liability, claim, penalty, fine, interest, or any course of action whatsoever resulting from the breach of this Agreement or from any act or omission whatsoever by the Customer, its officers, managers, employees, agents, and representatives.

7. Taxes

The Customer shall be responsible for the payment of the Goods and Services Tax, Provincial Sales Tax and other taxes of a similar nature applicable to, or arising from the transaction, the Products and Services,and the sale, value, or use of any of the Products or Services regardless of

the period or entity actually taxed. All taxes shall be listed on and clearly defined on the invoice.

8. Invoicing

ICA Microsystems Inc shall invoice on the first of each month for services of that month. Payment is due thirty (30) days after receipt of invoice, invoices which are late for more than sixty (60) days may be subject to temporary disconnection along with a fee to reinstate service and payments which are more than thirty (30) days late will bear interest at an annual rate of 1% per month which will be calculated monthly. Any suspension of Services shall not constitute the termination of this Agreement. The Customer must bring any invoice inquiries and disputes to ICA Microsystems Inc 's attention within thirty (30) days of the invoice date. Any on-going or unresolved invoice disputes that continue for more than thirty (30) days may be subject to administration fees. In the case where Customer pays late three (3) times in a six (6) month period or if ICA Microsystems Inc has reasonable grounds to believe that the Customer's credit worthiness has substantially declined, ICA Microsystems Inc reserves the right to place the Customer on a Pre-Authorized payment plan to mitigate the potential of non- payment.

9. Renewal

This Agreement will automatically be renewed at the end of the initial Term on a yearly basis (renewal Term), unless either party notifies the other party in writing 60 days before renewal (but not to exceed 120 days) of its intent not to renew prior to the end of the initial term or renewal term, as the case may be. Notwithstanding the foregoing, upon the renewal of each Term, the parties shall negotiate in good faith any desirable changes in the pricing for such services.

10. Termination by Customer

All cancellation requests must be in writing and emailed to cancel@ica.net. Customer must receive a confirmation reply from ICA after forty-eight (48) hours. It is the customer’s obligation to follow up with their cancellation request should they not receive confirmation after forty-eight (48) hours. Early cancellation charges shall apply to any agreement that is terminated before the agreed contracted term or renewal term. Charges shall be calculated based on hundred percent (100%) of the amount of the remainder of the contracted term or renewal term. Set up installation fees, and service must be paid in full until date of cancellation plus applicable taxes. In the event of an early cancellation, the customer may receive an uninstallation fee of $1000.00 plus applicable taxes. Failure to provide ICA Microsystems Inc access to remove their equipment upon termination/cancellation will result in a charge of $2,900.00 plus applicable taxes.

11. Termination by ICA Microsystems Inc

ICA Microsystems Inc may terminate the Term of this Agreement early by providing written notice to the Customer if the Customer fails to fulfill any of its obligations under this Agreement within thirty (30) days of the receipt of notice from ICA Microsystems Inc of a material breach. Subject to the provisions above, the Agreement may be terminated forthwith with notice by ICA Microsystems Inc in the event that the Customer commits any act of bankruptcy within the meaning of the Bankruptcy Act, if any bankruptcy or insolvency proceeding is taken against the Customer, if the Customer makes any voluntary assignment for the benefit of its creditor, if a receiver takes possession of any of the Customers property, or if the Customer ceases to carry on business in the normal course, provided that the Customer shall remain obligated to pay for the Services to date of termination.

12. Contract Renegotiation

As a standard term in our agreement, ICA Microsystems Inc is pleased to grant our Customer the right to revise their contracted services based on changes to their internal service requirements or changes in ICA Microsystems Inc 's pricing. To revise their contract, the Customer must migrate to another service term offered by ICA Microsystems Inc, which has a dollar value equal to or greater than the remaining value of the original Agreement.

13. Access to Service Site

The Customer is responsible for providing ICA Microsystems Inc and its employees, contractors, subcontractors, agents and representatives with access to cables, termination panels and any other equipment located on private property. Service(s) outage time shall not include any time that ICA Microsystems Inc or its employees, contractors, subcontractors, agents and representatives are delayed by the Customer in gaining such access.

14. Customer Equipment, Infrastructure & Service Call

ICA is responsible for maintaining and repairing its network and ICA-owned equipment up to the applicable point of demarcation. The Customer is responsible for its equipment, wiring, power, facilities, infrastructure, and third-party service providers beyond the point of demarcation.

Customer-requested or authorized on-site technician service is subject to a $350.00 minimum dispatch fee, including travel time and the first one (1) hour of service. Each additional hour, or portion thereof, will be billed at $165.00 per hour.

Before dispatching a technician for a non-emergency service call, ICA will advise the Customer by email that the service call is subject to the applicable charges. Emergency service calls may be dispatched without prior written authorization when necessary to restore or protect service.

The Customer acknowledges that requesting or authorizing an on-site technician constitutes acceptance of the applicable service charges.

15. Ownership of Equipment

The Equipment, as detailed in a Service Order Form, shall be supplied and installed by ICA Microsystems Inc and shall be maintained and repaired only by ICA Microsystems Inc or ICA Microsystems Inc 's authorized agents.

The Customer acknowledges that, unless otherwise specified elsewhere in this Agreement, ICA Microsystems Inc is the owner of all right, title and interest in the Equipment, or has obtained the right to make the Equipment available for use by the Customer from a third party.

Such Equipment shall remain the property of ICA Microsystems Inc, or such third party and shall not by reason of the attachment, installation or connection of any part thereof to any realty become or be deemed a fixture to such realty, nor be pledged by the Customer as part of collateral to any third party.

The Customer shall be responsible for any loss, cost, claim or damage caused to or by the Equipment at the customer`s site from any cause whatsoever including, without limitation, in connection with its installation, removal, use, maintenance or repair, unless such loss or damage is due to the negligence or willful misconduct of ICA Microsystems Inc or ICA Microsystems Inc's authorized agents.

The Customer shall not, except as necessary in an emergency, without ICA Microsystems Inc 's prior written consent, make any alteration, addition or correction to the Equipment, connect any

of the Customers equipment to the Equipment, or permit access to the Equipment by any person not approved by ICA Microsystems Inc.

16. Performance Guarantee

ICA Microsystems Inc will credit the customer's account a maximum of five percent (5%) of the monthly fee for a continuous unscheduled outage of over 4 hours upon receiving a trouble call from the customer. The credit will be applied on the Customers account with ICA Microsystems Inc. Performance level guarantee up time, during business hours, is ninety-nine percent (99.9%, 24/7).

17. Network Availability

Availability is a measure of the time during which the service is available for use. It is a complement of outage where availability equals total time minus outage time. Outage time begins when the Customer contacts ICA Microsystems Inc Technical Support and a trouble ticket is opened. Outages due to scheduled routine maintenance procedures shall not be considered in the availability objective calculation.

18. Mean Time to Repair (MTTR)

All calls by the Customer shall be made to ICA Microsystems Inc Technical Support to report any service outages. The Mean Time To Repair (MTTR) objective; on-site deployment time is 4 hours.

19. Customer Obligations

Subject always to any other term of this Agreement, the Customer shall:

i. Be responsible to provide one or more internal contacts who will be the interface between ICA Microsystems Inc and

ii. the Customer for all services performed as part of the Agreement;

iii. Notify ICA Microsystems Inc of the Customer due date for moves, adds and changes which must be vetted through ICA Microsystems Inc in writing.

iv. Not re-arrange, disconnect, remove or otherwise tamper with ICA Microsystems Inc equipment.

v. Periodically review, and agrees to on-line terms http://www.icawireless.ca

20. Restrictions on Use of the Services

The following are restrictions on the use of the Services:

- i. The Customer shall not knowingly use the Services to invade another person's privacy; unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material, post, transmit, distribute or disseminate content which is unlawful, threatening, harassing, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give arise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order or regulation.

- ii. The Customer shall not knowingly use the Services to access any computer systems, software,data, or any confidential, copyright protected or patent protected material of any other person,without the knowledge and consent of such person, make unauthorized attempts to gain access to any account or computer resource not belonging to the Customer (i.e. engage in spoofing), otherwise gain unauthorized access to, alter, or destroy any information of another person by any means or device.

- iii. The Customer shall not knowingly use the Services to upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material which is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder.

- iv. The Customer shall not knowingly send unsolicited e-mail that causes complaints from the recipients of such unsolicited e-mail (i.e. engage in spamming), nor send large quantities of unwanted or unsolicited e-mail to individual e-mail accounts (i.e. engage in mail bombing). The Customer shall not knowingly obtain or attempt to obtain Services by any means or device with intent to avoid payment.

- v. The Customer shall not knowingly engage in any activities that will cause a denial of service to any ICA Microsystems Inc customers or end-users.

- **21. Customer Liability**

  • The Customer agrees that ICA Microsystems Inc shall not be responsible or liable to the Customer to anyone claiming through the Customer or to any third party for any loss, cost (including lawyers and court costs), damage, injury, liability, claim, penalty, fine, interest, or any course of action whatsoever resulting from any interruption to the Services unless such interruption results from the negligence or willful misconduct of ICA Microsystems Inc or its Board members, officers, managers, employees, agents, and representatives harmless from and against any loss, cost (including lawyers and court costs), damage, injury, liability, claim, penalty, fine, interest, or any course of action whatsoever resulting from the breach by the Customer of this Agreement, and from any act or omission whatsoever by the Customer, its officers, managers, employees, agents, and representatives, and from any claim by any third party in connection with the use of the Products or Services.

  • Except with respect to liability for damages arising form death, bodily injury, or damage to tangible property caused by ICA Microsystems Inc 's negligence or a willful breach of the obligations of confidentiality herein, the liability of ICA Microsystems Inc for claims arising form the furnishing of Products and Services, or from the interruption or loss of use thereof, shall be limited to, and Customer's exclusive remedies shall be: (i) the correction of errors or interruptions in the Services of which according to the SLA; and (ii) the Performance Guarantee, credit outlined in these terms. ICA Microsystems Inc, its servants, agents or employees shall in no event be liable for any failure or delay in performance hereunder if such failure is due, in whole or in part, to any cause beyond its reasonable control.

  • In no event shall ICA Microsystems Inc be liable for any indirect, special, incidental or consequential damages in connection with or arising out of the performance of this Agreement howsoever caused including, without limitation of the foregoing, any business or economic loss whatsoever even if ICA Microsystems Inc has been advised of the possibility. ICA Microsystems Inc does not give any representations or warranties of the merchantability of the Products or Services, or of their fitness for a particular purpose. Notwithstanding the foregoing, ICA Microsystems Inc represents and warrants that it has sufficient ownership and/or sub licensing rights to provide the Products and Services hereunder, and that, to the best of ICA Microsystems Inc 's knowledge, such provision of Products and Services will not infringe or violate, as the case

may be, any patents, trademarks, trade names, copyrights, trade secrets or other intellectual property of proprietary rights.

22. Force Majeure

Neither party shall be liable for failure to perform or delay in performance due to fire, flood, extreme weather, strike or other labor difficulty, act of God, act of any governmental authority or of the other party, embargo, fuel or energy shortage, wrecks or delays in transportation, or due to any other cause beyond such party's reasonable control. In the event of delay in performance due to any such cause, the date of delivery, time for completion or performance of the Products or Services will be extended by a period of time reasonably necessary to overcome the effect of such delay.

23. Notice

Any notice permitted or required to be given under this Agreement shall be made in writing to the address for each party indicated in the Services Agreement. Any such notice shall be sent by prepaid courier, or by facsimile transmission (fax) or by e-mail. If notice is sent by prepaid courier or by fax it shall be deemed received within two (2) business days, if sent by email by personal confirmation, received by the recipient within two (2) business days or upon the Customer having received a read receipt, whichever comes first.

24. Compliance with Laws

The Customer agrees to comply with all applicable laws relating to the use of the Products and Services. Without limiting the generality of the foregoing, the Customer shall not use the Services to upload, download or transmit any illegal content.

25. Governing Law

This agreement shall be interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Customer submits to exclusive jurisdiction of the courts of the Province of Ontario.

26. Benefit of Agreement

The Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assignees.

27. Acceptance of Service

Customer agrees to accept the Service upon completion of a Speed Test at Customer site to ensure that Customer speeds on Service ordered are within tolerance at 10% of the total download and upload bandwidth (i.e. A 100Mb/100Mb Fiber connection would be within tolerance if speeds are no less than 90Mb/90Mb). If the connection ordered falls within tolerance, Supplier will then deliver a written or electronic notice ("Connection Notice") to Customer, at which time billing will commence. If Customer notifies Supplier within five (5) business days after delivery of the Connection Notice that Service is not functioning properly, Supplier will correct any deficiencies and confirm with the customer.

28. General Conditions

Any Article, Section, Item or other subdivision of the Agreement which is, or becomes illegal, invalid or unenforceable shall be severed from the Agreement and be ineffective to the extent of such illegality, invalidity or non-enforceable and shall not affect or impair the remaining provisions hereof or thereof.

The Customer is permitted to resell the Services provided by ICA Microsystems Inc pursuant to a Service Agreement. For clarity, the term “resell” shall include Customer reselling to their customers or their customer’s customers and so forth. If the Customer uses or allows the use by its customers (the "End Users") of the Services for the provision of Voice over Internet Protocol services ("VoIP Services") and the Customer or its End Users are not already subject to the requirements of the Canadian Radio-television and Telecommunications Commission (the "CRTC") as regards the provision of VolP Services, then the Customer shall ensure it, and its End Users comply with the decisions, directives and other requirements of the CRTC with respect to emergency services obligations, message relay services obligations and consumer privacy safety obligations applicable to the provision of VoIP Services.

This Agreement, including any schedules, addendum's, appendices or other attachments hereto, shall endure to the benefit of, and be binding upon, the parties hereto, and their respective successors and permitted assigns. The individuals executing this Agreement on behalf of ICA Microsystems Inc or the Customer, as the case may be, each represent that they are authorized to execute the Agreement on behalf of ICA Microsystems Inc and the Customer, as the case may be.

The Customer, during the Term of the Agreement shall obtain and keep in force all requisite consents from the Building Owner(s) of the Service Site(s), to permit the Customer to connect its Communication Equipment to ICA Microsystems Inc 's Communications facilities at the Demarcation Point.

Any delay or omission of ICA Microsystems Inc (or the Customer) in the enforcement of any provision of the Agreement shall not affect the right of ICA Microsystems Inc (or the Customer) thereafter to enforce the same provision. Nor shall the waiver by ICA Microsystems Inc (or the Customer) of any breach of any provision of the Agreement be taken or held binding by the Customer (or ICA Microsystems Inc), unless in writing and such waiver shall not be taken or held to be a waiver of any future breach of the same provision or prejudice the enforcement of any other provision.

29. Schedules

In the event of any inconsistency or contradiction with regards to interpretation or applicability between or among them, the following declining order of precedence shall govern:

. (i) Service Orders;

. (ii) Terms and Conditions of Service;

. (iii) Schedules to the Service Orders.

. (iv) Online terms of Use