

ICON CLOUD SOLUTIONS SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is made this _____ day of _____, 20____ or the date represented on the approved Service Order ("Effective Date"), by and between ICON CLOUD SOLUTIONS, LLC, a Texas limited liability company, with its principal offices at 8200 Springwood Drive, Suite 230, Irving, TX 75063, (hereinafter referred to as "ICS") and the customer company as represented on the Service Order, Collectively referred to as the "Parties."

NOW THEREFORE, in consideration of the mutual covenants herein, inclusive of all attached appendices, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to execute this agreement and be bound by its terms and conditions as outlined below.

1. DEFINITIONS

As used in this Agreement (including all schedules and exhibits attached hereto), the following terms shall have the meanings set forth below:

1.1 "Customer"

Customer means an end-user of the Services of ICS or any a affiliate of Customer, who executes a Service Agreement (as defined below) and who has become an end-user of ICS services.

1.2 "Service"

Service is defined as any telecommunications and application subscriber services provided to Customer, inclusive of network based hosted Voice over IP (VoIP), that provides voice and optional hosted media traffic as defined by ICS.

1.3 "Service Agreement"

"Service Agreement" ("Agreement") is a written or digital subscription for Services furnished by ICS. The subscription shall be evidenced by a valid, fully executed ICS Service Order in the then current standard form or by the Customer's electronic acceptance of ICS's then-current Terms and Conditions for providing Service. A properly executed Agreement shall be submitted by the Customer with respect to each hosted solution inclusive of billing telephone number and working telephone numbers covered by such subscription, and for each other Service to which Customer intends to subscribe. Such Agreement shall be completed and submitted using only Agreement forms supplied, or facilities approved, by ICS, without modification to any of the terms thereof.

1.4 "Service Order"

The "Service Order" is an order form provided by ICS to the customer detailing the offered Services along with the term and pricing of said Services. A Service Order is executed by the customer's signed approval of the order. Once executed, the Service Order incorporates the terms of this Service Agreement and becomes an attachment within and governed by the Terms and Conditions of the Service Agreement.

1.5 "Telephony Service Charges"

"Telephony Service Charges" refers to all the additional charges over and above the monthly user fees. These charges, calculated on a monthly basis, include but are not limited to the following; international long distance charges, additional calling minute charges over and beyond the quoted usage plan and supplemental regulatory recovery fees. These charges are billed in arrears after they have been calculated.

2. SERVICE OFFERING

ICON Cloud Solutions ("ICS") may offer hosted voice and application services ("Service") and/or equipment and other professional services as part of this Service Agreement. The Service Offering is provided on a monthly per user recurring cost basis for each individual user of the Service. Equipment and other professional services may be offered as a one-time fee or on a monthly fee schedule as detailed in the Service Order.

ICS will provide the underlying Services during the Service Term including cloud host configuration, installation, testing, initial customer training and ongoing host maintenance.



2.1 Other Networks; Approval and Usage

Service may include the ability to transmit data through third-party networks, public and private. Customer acknowledges that use of or presence of third-party networks may require approval of the owners or operators of such third-party networks and will be subject to any acceptable usage policies such third-party networks may establish.

ICS shall not be liable for any failure to obtain such approval or any violation by Customer of such policies. Customer understands that ICS shall not be responsible or liable for the performance or non-performance of third-party networks or within interconnection points between the Service and third-party networks.

3. EQUIPMENT

3.1 ICON Premises-Based Service Supporting Equipment

The Service may be supported using equipment located at the customer site, provided, owned and maintained by ICS, which may include routers, Internet Access Devices, switches and/or universal power supplies. Customer understands that while the equipment is on any of the Customer's sites that they are custodial of the equipment and responsible for any damages and/or theft of the equipment. Customer shall reimburse ICS, on a time and materials basis, for the entire cost to repair and/or replace Equipment in the event of (a) misuse, (b) failure to exercise reasonable care, (c) altering original configuration, (d) damage, (e) theft, (f) disaster and (g) Customer caused service impairments.

3.2 Station Equipment (Telephones and Associated Devices)

Purchase Option. Customer may choose to purchase their station equipment to be used as the end points for the provided Service. Customer understands that purchased equipment includes its own manufacturer's warranty and its operation is covered under the manufacturer's warranty. Customer agrees that ICS is not obligated for any performance of the purchased equipment under this Service Agreement and that it is covered under the respective manufacturer's warranty.

Rental Option. Customer may choose to pay a monthly rental fee for the station equipment to be used as end points for the provided Service. Customer understands that under the rental option that the telephones are the property of ICS. Customer understands that upon termination of this Service Agreement that all rented equipment must be returned to ICS. Customer further understands that the monthly rental billing will continue until all equipment is returned to ICON and guarantees payment of the rental charges until the equipment is returned. Telephones under the Rental Option include warranty and repair against failure during the term of the Rental Period, unless the failure is caused by misuse, abuse and/or customer modifications to the device.

Lease Option. Customer may choose to utilize a third party leasing option provided by an independent party from ICS. Customer agrees to pay the monthly lease fee according to the terms of the lease agreement. The terms of the lease agreement may be provided under separate copy or attached as set forth in Appendix A.

3.3 Customer-Provided Equipment

In the event that Customer desires to retain control over its switching device(s) currently deployed within its network, Customer may do so upon the prior approval by ICS. ICS will provide customer with instructions on how the Customer network equipment should be deployed and configured to support the Service. In no event shall ICS be responsible for managing and/or maintaining Customer network equipment. In the event that Customer equipment has a failure or corrupts the Service provided by ICS, customer may be subject to additional ICS service charges on a time and material basis to investigate and cure the disruption.

4. PAYMENT FOR SERVICES AND EQUIPMENT

4.1 Upfront Payments with Service Order

Customer agrees to pay all up front installation, equipment, and nonrecurring service charges at the time of placing the Service Order. Charges may include but are not limited to carrier-based service activation charges for number porting, directory listing, DID registration and E911 registration. The upfront payment due with the Service Order will also include one month's advance on all Monthly Recurring Fees and Charges.

4.2 Monthly Recurring User Fee Charges

Customer agrees to pay all Monthly Recurring User Fee Charges for the Service(s) provided under this Service Agreement and Service Order. Payment for Services must be made one month in advance of the respective month of Service. Failure to make payment of the Monthly Recurring User Fee Charges may result in suspension of Service as outlined in Section 6 of this Service Agreement.

4.3 Taxes and Other Regulatory Fees

Customer understands and agrees that they are responsible for all Federal and State Taxes, FCC and Regulatory Surcharges and that these fees are not included within the quoted Monthly Recurring User Fee Charges. These fees will be billed once they are calculated within the monthly billing cycle and are due within 25 days of invoice.

4.4 Telephony Service Charges

Customer understands and agrees that they are responsible for additional Telephony Service Charges as defined in this Service Agreement. These Telephony Service Charges will be billed monthly along with the taxes and other regulatory fees. Payment is due within 25 days of invoice.

4.5 Monthly Equipment Rental Charges

In the event that the customer chooses to pay for their station equipment on a monthly rental and/or lease basis the customer will be billed monthly one month in advance for the equipment. Failure to pay the monthly equipment rental fee may lead to suspension of service as defined in Section 6. All equipment rentals are governed by the terms and conditions of this agreement and the terms within

Appendix A or third party lease agreement.

4.6 Late Fees

Customer understands and agrees that they are responsible for paying their monthly invoice when due. Further, customer understands and agrees that they accept that there will be an interest charge of 1.5% per month for all outstanding amounts not paid by the due date. These fees will be due to ICS in addition to all current fees. In the event a 3rd party is required to recover any balance due, customer is responsible for all costs of collection, including but not limited to all court costs & reasonable attorney fees.

5. TERM

This Service Agreement and each Service Order are effective as of the date such is signed by both ICS and Customer ("Effective Date") and the term of Services will commence on the date of Cutover (as Service Turn-up) for the period set out in the applicable Service Order ("Initial Term"). Thereafter, this Agreement shall automatically renew on an annual basis at the same monthly rate (less amounts for fully paid up Hardware) unless and until terminated in accordance with Section 6 below ("Renewal Term" together with the Initial Term, comprise the "Term").

6. TERMINATION

6.1 Default

If Customer is in breach of a material provision of this Agreement ("Default"), then ICS may suspend performance under this Agreement without any liability if the Customer has not cured the Default after thirty (30) days written notice, and immediately terminate this Agreement for cause. Customer shall be deemed in Default if a bankruptcy or insolvency proceeding is filed by or against that party or if that party makes an assignment for the benefit of its creditors.

Notwithstanding the foregoing, ICS shall have the option to immediately suspend the Services and/or terminate this Agreement or any Service Order in the event Customer (i) is in violation of ICS's "Services Use Policy" as defined and may be referenced within the Service Policies heading on the ICS website at www.iconcloud.com, or (ii) is in default of its payment obligations. In the event ICS terminates this Agreement for Default during the Initial Term, to the extent there are Hardware fees outstanding, Customer shall continue to reimburse ICS monthly for the cost of the Hardware over the remaining months of the initial term, according to the hardware prices.

6.2 Early Termination by Customer

In the event Customer elects to terminate this Agreement prior to expiration of the Initial Term or during a subsequent renewal term, Customer shall,

- (i) provide immediate written notice of such to ICS; and
- (ii) in the case of termination during the Initial Term of a twenty-four month (24) or thirty-six month (36) Service Order, within thirty (30) days of the written termination notice pay to ICS as liquidated damages and not a penalty, an amount equal to the number of months remaining in the Initial Term multiplied by Customer's monthly rate as set out in the applicable Service Order; and
- (iii) in the case of termination during the initial Term of a forty-eight (48) month or sixty (60) month Service Order, within thirty (30) days of the written termination notice pay to ICS as liquidated damages and not a penalty, an amount equal to the number of months remaining in the Initial Term up to a total of thirty-six months (36) multiplied by Customer's monthly rate as set out in the applicable Service Order; and
- (iv) during any subsequent Renewal Term, within thirty (30) days of the written termination notice pay to ICS, as liquidated damages and not a penalty, an amount equal to (3) three months of the Customer's monthly rate as set out in the applicable Service Order; and
- (v) pay all additional accrued Taxes, Regulatory Fees and Telephony Service Charges due immediately upon invoice to them. Without limitation on the timing of the presentation of such invoices; and
- (vi) pay in its entirety the remaining months' rental or lease charges for any outstanding equipment rented or leased and any other customization or professional service charges incurred.

6.3 ICS' Right to Terminate

ICS shall be entitled to terminate all or a portion of this Agreement at any time upon ninety (90) days' notice to Customer. In the event ICS elects to terminate this Agreement during the Initial Term, to the extent there are Hardware fees outstanding, Customer shall continue to reimburse ICS monthly for the cost of the Hardware until such hardware has been returned to ICS. In the event that the customer does not return the hardware they shall be responsible for all of the remaining months' payments of the Initial Term, according to the prices allocated to the Hardware in Appendix A, or as such fees are updated by ICS from time to time ("Monthly Hardware Fees"). Any termination of the Agreement pursuant to this clause will be without prejudice to any other rights or remedies either party may be entitled to and will not affect any accrued rights or liabilities of either party.

7. SERVICES USE POLICY

Customer agrees to comply with the ICS "Services Use Policy" as amended from time to time and published for the Customer's access and review under the heading "Agreements and Policies" at the following link on ICS's website <https://iconcloud.com/service-policies>. Customer acknowledges that they have read the Services Use Policy and agrees to comply with its terms.

8. FRAUD

Customer agrees to immediately notify ICS of any fraudulent activity or unauthorized use of its Services and/or equipment when they become aware of such activity. ICS shall not be liable for any damages whatsoever resulting from fraudulent or unauthorized use of Customer's account and the payment of all charges to Customer's account shall be and remain the responsibility of Customer.

9. E911 SERVICE (HOSTED TELEPHONY)

Customer acknowledges that the Services provided by ICS include several different forms of voice calling connectivity and that each of these, individually and jointly, may have limitation on E911 service. The ICS E911 Disclosure and Service Limitation Notice is provided for the customer's convenience and review within the Service Policies section of the ICS website at <https://iconcloud.com/service-policies>. The ICS E911 Disclosure and Service Limitation Notice are hereby incorporated into this Service Agreement as Appendix B.

Customer agrees and acknowledges that while some individual services offer access to E911 service, others may not. By accepting this Agreement, Customer acknowledges that it has received and reviewed the information regarding the limitations of E911 services, understands them, and assumes the risks associated with the E911 limitations. ICS reserves the right to update the E911 Policy from time to time upon notice to Customer.

10. SUBSTITUTIONS/SUBCONTRACT

ICS may substitute the Hardware or any component thereof with comparable equipment of equivalent functionality. ICS may subcontract its obligations under this Agreement, but will remain responsible for such obligations.

11. GOVERNING TERMS AND CONDITIONS

It is agreed that terms and conditions of this document, its attachments and amendments represent and govern the entire terms and conditions to be bound by the parties. Although purchase orders (PO's), service requests and other documents may be used for convenience, Customer agrees that acceptance by ICS of any of these documents administratively required by Customer is conditional upon Customer's acceptance of these terms and conditions, as evidenced by Customer's signature on this Agreement.

12. USE

Customer agrees the Solution and associated Services are being purchased for its own use as an end-user (not for resale).

13. SOFTWARE LICENSE

All software provided by ICS and used by Customer to give effect to the Services ("Software") shall be licensed to Customer pursuant to the applicable end user license agreements, EULA's of ICS and any and all of its partner companies that have supplied software supporting the provided Services to the Customer. These EULA's are attached in Appendix C and are hereby incorporated within the terms of this Service Agreement. Title to the Software shall remain at all times with ICS and/or its suppliers; and used only with the Solution as part of the Services. Customer is granted no other rights to the Software and ICS reserves all other rights.

14. TITLE

Title and risk of loss to hardware detailed in a Service Order ("Hardware") shall pass to Customer upon shipment for hardware purchase option. In the event Customer has elected to finance such purchase, title shall pass to such third party financier until payment in full for the Hardware, unless the parties agree otherwise.

15. SECURITY INTEREST

Until payment is made in full of the Hardware by Customer, Customer hereby grants to ICS a security interest in the Hardware and authorizes ICS and shall assist ICS to file any forms necessary in order to perfect a security interest in the Hardware.

16. CONFIDENTIALITY

"Confidential Information" means any and all information that ICS treats as confidential, including but not limited to configuration and pricing information, and any information relating to third parties that ICS has advised it has an obligation to treat as confidential and which is disclosed by ICS in connection with this Agreement. Customer shall maintain in confidence and prevent the unauthorized use, disclosure, copying or publication of the Software and the Confidential Information.

Advertisement/Publicity. Each party agrees not to make public announcements regarding the other party's name in any way or to make any disclosure regarding the existence or content of this Agreement, or joint initiatives without the prior written consent of the other Party.

17. INDEMNIFICATION

17.1 ICS

ICS shall at its expense indemnify and defend Customer from any claim or action filed against Customer to the extent that it is based on a claim that the Hardware or Software infringes a valid U.S. intellectual property right; provided that the Customer promptly gives notice to ICS of any Intellectual Property Infringement upon becoming aware of the same; and gives ICS the sole conduct of the defense to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise attempt to settle or compromise the said claim or action except upon the express instructions of ICS; and

17.2 Customer

Customer shall, at its expense, indemnify and defend ICS from any action filed in a court against ICS to the extent that it is based on a claim that Customer's design, integration, specification, instruction or particular use infringes a valid intellectual property right.

Further, Customer agrees to indemnify and hold ICS harmless against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with Claims made or brought against ICS by a third party arising from or relating to: (i) any act, error, omission, fault, negligence, or misconduct of Customer or any user of the Service or Equipment; (ii) Customer's material breach of the Services Use Policy; (iii) any claim by any employee or invitee of Customer or user other than a claim based on the gross negligence or willful misconduct of ICS; (iv) any claim by any customer of Customer, User, or any other third party relating to, or arising from, Customer's use of the Services or Equipment; or (v) violation of any law or regulation by Customer, any User, or any Customer employee, contractor, or agent.

17.3 Costs and Damages

The indemnifying party shall pay resulting costs and damages finally awarded or agreed to in a settlement, provided the indemnified party: (i) makes no admission of the alleged infringement; (ii) gives the indemnifying party written notice of any action filed or threatened; (iii) gives the indemnifying party sole authority and control of the defense of any action and all related settlement negotiations; and (iv) furnishes all information and assistance necessary for the defense of the action as reasonably requested.

17.4 Infringement Remedies

In the event Customer is enjoined from use of the Hardware or Software as a result of an action or the Hardware or Software becomes the subject of an infringement claim, ICS may at its sole option and without further obligation either (i) procure the Customer's right to continue using the affected Hardware or Software, (ii) replace or modify the affected Hardware or Software to be non-infringing and functionally equivalent or (iii) accept the return of the affected Hardware or Software and refund the purchase price paid, less depreciation.

17.5 Exclusions

ICS, its affiliates, subsidiaries and related companies, and their respective officers, directors, employees and agents (collectively "ICS") for the purposes of this Section (17) shall have no liability for any claim or action, including without limitation contributory infringement and inducement to infringe, that is based upon:

- (i) use or operation of the Solution in combination with any product or services not provided by ICS;
- (ii) customer's modification of the Solution;
- (iii) customer's failure to implement corrections or modifications provided by ICS;
- (iv) design, integration, specification, instruction or information provided by or on behalf of the Customer or any third-party.

17.6 Mutual Provisions

Each party's indemnity obligations are subject to the following: (i) the aggrieved party shall promptly notify the indemnifier in writing of the Claim; (ii) the indemnifier shall have sole control of the defense and all related settlement negotiations with respect to the Claim (provided that the indemnifier may not settle or defend any Claim unless it unconditionally releases the aggrieved party of all liability); and (iii) the aggrieved party shall cooperate fully to the extent necessary, and execute all documents necessary for the defense of such Claim.

18. LIMITATION OF LIABILITY

Except for the provisions related to Confidentiality, Software License and Customer's indemnity obligations: (i) in no event shall either party be liable to the other for consequential, indirect, special or general damages arising from any claim or action based on contract, tort or other legal theory; and (ii) direct damages shall not exceed the amount payable to ICS under this Agreement. ICS shall not be liable for loss of data, the inability to use data, damage or expense arising from the use or inability to use the Solution, either separately or in combination with any other system, whether or not ICS has received notice of the possibility of such damages.

19. DELIVERY, CUTOVER AND ACCEPTANCE

19.1 Delivery

Upon execution of this Agreement and any applicable Service Order, ICS shall deliver the Hardware and Software on the date mutually agreed by the parties. Customer shall self-install the Solution, unless Customer has purchased professional installation services from ICS or one of its partner companies as evidenced in the Service Order. Customer must allow for access to their location and network and be prepared to assist ICS on the day of cutover.

19.2 Cutover Date

The "Cutover Date" is the date of delivery the Service, equipment and turn-up of the services for operation as defined in the Service Order.

19.3 Customer Acceptance Date

The Customer Acceptance Date of the Service is deemed to occur fifteen (15) days after the Cutover Date. Customer hereby acknowledges acceptance of the Service on the fifteenth day from the Cutover Date in the event that they have not notified ICS of any service disruption. During this first 15 days of service Customer may monitor the service for performance. Should an issue occur they then must immediately notify ICON Cloud Solutions customer service department. ICON Cloud Solutions will attempt to resolve the problem once notified. In the event the problem is an ICON system issue and cannot be resolved within 30 days of the original "cutover" the customer may opt out of the service and agreement.

20. WARRANTY

20.1 Services Warranty

All work provided hereunder will be performed in a good and workmanlike manner consistent with standard communications industry practice. ICS will make its best effort to delivery to the Customer a quality hosted voice solution. ICS makes no warranty of the customer provided/contracted IP connection to the ICS host and/or the customer premises network. Although ICS may assist in determining any network or connectivity issues ICS assumes no responsibility for the same. Customer understands that should Customer provided/contracted network require extensive diagnostic work by ICS that ICS has the right to charge and Customer agrees to pay for these professional services.

Service Levels. ICS will use commercially reasonable efforts to minimize service disruptions and outages. In the event of service disruptions or outages, Customer's sole remedy, and ICS' sole obligation, shall be to provide the service level credits and/or remedies for the applicable Service in accordance with the Service Level Policy set forth on ICS web site at: <https://iconcloud.com/service-policies>. ICS reserves the right to update the Service Level Agreement from time to time.

20.2 Software Warranty

During the Initial Term ("Software Warranty Period"), the Software media will be free from defects in material and workmanship under normal use and the Software will perform substantially in compliance with the manufacturer's specifications. To the extent that any deficiency in the material or workmanship prevents the Software from operating substantially in accordance with the manufacturer's specifications, ICS will use commercially reasonable efforts to correct the problem within a reasonable period of time. If the problem cannot be corrected, ICS will in its sole discretion either replace the Software or install a new release when made generally available or return the Solution to a prior release

20.3 Hardware Warranty

All provided Hardware is warranted under the terms of the respective manufacturers' warranties. In most cases this warranty is for a minimum period of twelve (12) months.

For equipment provided under the Monthly Recurring Billing option the warranty period runs for the agreed upon monthly service period.

20.4 Exceptions to Warranty

The warranties detailed in this section 20 shall become void if one of the following occurs: (i) the Solution is not used properly in accordance with the manufacturer's specifications and operating instructions or otherwise is abused, damaged, or negligently serviced or maintained by anyone other than ICS or an authorized ICS partner; (ii) work is performed on the Solution by anyone not authorized by ICS; (iii) the Solution is installed or used in combination or in assembly with products that are either not approved by ICS or not compatible with the Solution; and should such an event happen, Customer shall be required to cure the breach by removal of such products within a reasonable period. The Software and Hardware Warranties exclude Customer-supplied parts and equipment.

ICS shall have the right to inspect and test the Solution and the associated local area network and communications infrastructure to determine, in its reasonable discretion, whether the nonconformity is covered under the applicable warranty.

THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, FROM ICS OR ITS SUPPLIERS. THERE ARE NO OTHER REPRESENTATIONS THAT EXTEND BEYOND THE FACE OF THESE WARRANTIES. ALL OTHER WARRANTIES OR CONDITIONS WHATSOEVER, INCLUDING THE WARRANTY OF MERCHANTABILITY & THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED & DISCLAIMED. ICS DOES NOT WARRANT THAT THE OPERATION OF THE SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE.

21. EXPORT

Solutions, Services, material, technology, tools and technical data delivered by ICS to Customer ("Deliverables") may be subject to US export controls or the trade laws of other countries. Customer agrees not to release or re-export the Deliverables without prior written consent of an ICS corporate officer or director. If ICS consents, then Customer shall be solely responsible for determining and complying with all applicable export laws, import laws, regulations and requirements. In addition, where applicable, Customer shall not transfer, export or re-export Deliverables to any entity identified on the most current US government Export Exclusions Lists, or to any country subject to US embargo or terrorist controls as identified in the US Export Laws.

22. ASSIGNMENT

Neither Customer nor ICON shall assign its rights or delegate its obligations under this Agreement in whole or in part without ICS's prior written consent, which will not be unreasonably withheld.

23. FORCE MAJEURE

Neither party shall be held liable for a breach of its obligations under this Agreement resulting from (i) force majeure events, such as debilitating forces of nature, acts of God, acts of governments, acts or omissions of third parties, or (ii) conditions beyond the reasonable control of the party that failed to perform. A party that fails to perform for reasons of force majeure or for reasons beyond the reasonable control of the party that failed to perform shall deliver the performance as soon as commercially practicable.

24. SEVERABILITY

In the event a provision contained herein is for any reason held to be unenforceable, such unenforceability shall not affect the validity of any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision had never been contained herein. The parties agree to work in good faith to substitute the invalid provision with one that best achieves the original intent of the parties.

25. APPLICABLE LAW

This Agreement shall be interpreted under the laws of Texas. Venue shall be in Dallas County. In the event of any controversy or claim arising from or related to this Agreement, its performance or interpretation, the parties, in good faith, will initially attempt to resolve the dispute between them.

Except for disputes, controversies, claims or collection efforts regarding Customer's failure to pay any charges, amounts or fees invoiced to Customer, any and all disputes, controversies and claims arising out of or relating to this Agreement or any Service Order Form, including its/their validity, shall be handled, determined, and resolved by arbitration conducted in Dallas County, Texas, before one (1) arbitrator in accordance with the Commercial Arbitration Rules and Mediation Procedures then in effect of the American Arbitration Association. The arbitrator's award shall be final and binding on the parties, and judgment confirming such arbitration award may be entered thereon in any court having jurisdiction over such proceedings. Each party shall bear its own costs and expenses of preparing and presenting its case and shall bear an equal share of the expenses and fees with respect to the arbitration. The arbitrator shall not be empowered to award damages in excess of direct compensatory damages and shall not be authorized to award special, indirect, punitive, incidental, or consequential damages, and each party irrevocably waives any damages in excess of direct compensatory damages.

26. ENTIRE AGREEMENT

This Agreement, together with any appendices or attachments referenced herein, expresses the entire agreement of the parties and supersedes any prior agreement or negotiation between the parties. There is no other understanding, agreement or representation, including any requests for proposal of Customer and responses of ICS, or POs issued in support of this Agreement, that in any way limits, extends, defines or relates to this Agreement. Any terms or conditions of a PO or other document that purports to add, delete or otherwise amend this Agreement shall be null and void. In the event of any conflict between the terms of this Agreement and any Service Order, precedence will follow in that order. Customer acknowledges and agrees that this document, which includes the appendices attached hereto, is intended to contain only this Agreement in effect on the Effective Date.

27. NOTICES

Notices regarding the following may be posted within the ICS website at <https://iconcloud.com/service-policies>; (i) Service Use Policy, (ii) E911 Limitations, (iii) Modifications, Impositions or Increases to Regulations and Fees; (iv) new or modified documentation, including but not limited to the ICS Service Level Agreement, Privacy Policy and other internal documents; (v) changes to rates, other than those affecting Customer under this Agreement; and (vi) new Services and information.

All other notices and communications between Customer and ICS pertaining to this Agreement shall be addressed to Customer and ICS at the addresses set out in this Agreement

28. COUNTERPARTS

This Agreement may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original Agreement. A signature on this Agreement by one party communicated to the other by electronic transmission, such as PDF, e-mail or facsimile, will constitute execution of this Agreement.

29. SURVIVING PROVISIONS

The parties agree that any limitations of liability, exclusions, and disclaimers of warranties and indemnification obligations are essential to the parties' entering into this Agreement; will survive the termination of the Agreement and will apply even if the Agreement is found to have failed of its essential purpose.

WHEREFORE, the parties intending to be legally bound have executed this agreement through their signatures as provided on the attached Service Order.

Appendix A

(Reserved for Lease Agreement)

Appendix B

ICON Cloud Solutions 911 Disclosure and Service Limitation Notice

1. History and Description of 911, E911

In 1968 AT&T created the calling number 911 as a national emergency number to provide an easy means of access for reaching emergency personnel within the United States. When a user dialed 911 the call was placed to the public service answering point (PSAP) and the main listed directory number of the user was presented to the PSAP. The PSAP is an emergency call center for access to fire, police, ambulance and other emergency responders.

Enhanced 911 (E911) In most areas of the country (approximately 96% in the U.S.) enhanced 911 service is available. The enhanced 911 service provides the caller ID number and, if available, the location address of the number to the PSAP upon dialing 911. The location address is automatically provided by cross referencing the caller ID number to an address in a database (known as the ALI, Automatic Location Identification Database). This database was traditionally maintained by the landline telephone company in coordination with the PSAP.

In many cases the user company's main listed directory number is sent to the PSAP and the ALI database identifies the main address of the company and sends this to the PSAP. However, in the cases of large and multi-story buildings, campus faculties and/or companies with remote buildings the recent demand has been for individual caller telephone numbers and locations to be provided for each individual user. In order to accommodate this unique caller information requirement for each individual user the company must provide and maintain a list of these numbers and locations to their service provider.

VoIP, Soft Phones, Mobile Devices and Bring Your Own Device (BYOD) Users Over the past several years the introduction of Voice over IP has enabled companies to benefit from calls originating over their LAN/WAN infrastructures and provided them the ability to use their broadband connectivity for both voice and data traffic. By the nature of the design of this infrastructure, users are able to freely move throughout the facility and have remote access to the company network.

This flexibility and portability creates a challenge with regards to proper E911 location registration of a user. In a VoIP environment an employee can simply move their office to another building on a large campus and connect their telephone to the network. An employee with a soft phone (VoIP on a computer) on their laptop could place calls through the company network while traveling. And finally, the ability to allow employees' BYOD and mobile devices to connect to a company's network adds the potential for new telephony devices on a daily basis.

The flexibility and advantage of using these portable devices benefits a company's ability to communicate and effectively operate their business. However, it is imperative that each company maintain a policy for updating equipment locations and providing notification to all device users of the limitations in the processing of E911 calls.

2. ICON Cloud Solutions E911 Service

ICON Cloud Solutions (hereinafter "ICS") offers E911 service in compliance with Federal Communication Commission (FCC) mandates.

2.1 Limitations of Service

ICS's telephony service is a Voice over IP (VoIP) service offering. It therefore, has limitations with regards to E911 and as required by the FCC we have listed these limitations below. When 911 is dialed from a user (subscriber) connected via a VOIP connection the Enhanced 911 service may be limited or may not be available. The following is an example of when E911 service may not effectively operate:

- (i) If the user (subscriber) has not registered or activated their account listings with ICS inclusive of locations for each subscriber number.
- (ii) When the location of your telephony device is at a physical address other than the one you listed when you activated your account and/or if the address was incorrectly registered.
- (iii) When an unregistered device is used.
- (iv) When the telephone number programmed for your VoIP device is from a different geographic rate center than where the telephone is located.
- (v) When there is a power outage restricting operation or connectivity of your devices.
- (vi) When a subscriber's broadband connection does not operate properly, is congested or service is terminated for any reason.
- (vii) When the phone device fails or is not configured properly.
- (viii) When using a PC-based / soft phone device running on a smart phone or similar smart device such as a tablet.
- (ix) When there is a delay in the provision of ICS service ("dial tone") at the physical address provided at the time of account activation.
- (x) When the local PSAP receiving E911 emergency service calls does not have a system configured for E911 services that enables the operator to capture and/or retain automatic number or location information.

3. Customer (Subscriber) Acknowledgements and Responsibilities

By approving the ICS Order Form and Service Agreement customer hereby understands, acknowledges and agrees:

That although ICS will make its best effort to process E911 calls that customer understands that the VoIP service provided is different from that of landline based E911 service and,

That the service provided by ICS may not be sufficient to meet every customer's needs and that the customer should choose to provision any other services that they deem necessary to provide the appropriate E911 services for their individual company and employee needs and,

Customer is responsible for providing notification to its employees, guests, subcontractors and other users of the limitations of E911 service provided by ICS and,

That ICS's service offering and E911 operations requires that the customer register the proper addresses for each number with ICS so that ICS may properly update the associated customer database for E911 calls and,

That it may not be possible for the Public Safety Answering Point (PSAP) and local emergency personnel to identify Customer's telephone number and/ or location upon a user dialing 911 and,

That it may not be possible for ICS and its third party providers to transmit the caller ID and location of each number to the PSAP and emergency personnel and,

That customer will maintain a listing of all of their numbers and locations and provide ICS updates when locations for numbers change and,

That ICS relies on third party providers for the forwarding, the routing and information provisioning of E911 calls. ICS and its third party providers hereby disclaim any and all liability or responsibility in the event any such information and routing is incorrect. .

By using ICS services, you authorize ICS to disclose your telephone number, name and address to third involved with providing 911 dialing to you, including, without limitation, call routers, call centers and local emergency centers.

4. Customer Must Register Their Physical Address.

4.1 A Dispatchable Physical Address Must Be Registered for each ICS telephone number and phone line extension.

The customer must register with ICS the physical location (including floor and suite number) of each telephone number and phone line extension used by the customer. The initial registration of each telephone number and phone line extension is registered by ICS when the service is delivered. It is incumbent on the customer to confirm the accuracy each of your user's physical addresses.

4.2 The customer must notify ICS immediately any time a registered physical location changes.

The customer must notify ICS immediately any time the physical location from where a user is accessing the ICS service changes. Customers can change the physical location of the ICS telephone number or phone line extension by contacting ICS at 972-786-9000 or customerservice@iconcloud.com, or by using the webform located at 911icon.com. A password provided by ICS to the customer is required to access this service from the 911icon.com website. If the customer fails to provide an accurate physical address, or if the customer fails to update the physical address following a change of location from which the ICS telephone number or phone line extension is accessed and dials 911, these calls will be sent to the emergency center near the previous address. ICS reserves the right to charge the customer up to \$150.00 per call in the event an inaccurate physical address or no physical address is provided. This fee is administered to refund any fines and or service fees charged to ICS from the Public Service Answering Service and/or our backhaul providers for miss-routed or operator assisted 911 calls.

5. Limitation of Liability and Indemnification

Notwithstanding anything else in this Appendix or in the Service Agreement or Service Order Form, ICS is providing its Service in reliance upon the limitations and exclusions of liability and the disclaimers set forth in this E911 Disclosure and Service Limitation Notice, including, without limitation, this Section and the ICON Cloud Solutions Service Agreement, and that they jointly form an essential basis of the agreement between the parties. Further, ICS shall not be liable to Customer, nor to Customer's customers and users, nor to third parties, for any amounts, claims, damages, losses, injuries, expenses, or Additional Charges whatsoever associated with, related to or arising from the E911 service.

Under no circumstances shall ICS be liable for any indirect, incidental, consequential, reliance, or special damages suffered by Customer (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by Customer, its customers, users or any other third parties), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Customer hereby releases ICS (and its respective officers, directors, employees and agents) from any such claim.

Customer waives any claim that these exclusions and disclaimers deprive it of an adequate remedy or cause this Agreement to fail for its essential purpose. Customer shall pay any amounts described in this Section and in this Appendix and defend and indemnify ICS, and save and hold it harmless, from and against any such claim, liability or expense.

CUSTOMER ACKNOWLEDGES THAT ANY CALLER USING THE SERVICE FROM OUTSIDE THE UNITED STATES WILL NOT HAVE ACCESS TO E911 SERVICE.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THEY MUST NOTIFY ICS IMMEDIATELY ANY TIME THE REGISTERED PHYSICAL ADDRESS FROM WHICH THE ICS SERVICE IS ACCESSED CHANGES.

The parties agree that the limitations and exclusions of liability and disclaimers specified in the Service Agreement and this E911 Disclosure and Service Limitation Notice, including, without limitation, this Section, shall survive and apply even if found to have failed their essential purpose; and Customer hereby waives its right to contest the enforceability of any provision of this E911 Disclosure Notice by reason of such failure.

Appendix C

End User License Agreements

Alcatel-Lucent Enterprise

ICON Voice Networks

ICON Signals

Nordicom

ALCATEL-LUCENT ENTERPRISE END USER LICENSE AGREEMENT (EULA)

1. GRANT OF LICENSE

The Authorized Alcatel-Lucent Reseller, as Licensor, grants to you, the "Licensee", a non-transferable, non-exclusive and personal sublicense to use the software in object code form either incorporated in the Alcatel-Lucent Products or marketed by Alcatel-Lucent as a stand alone product (hereinafter the "SOFTWARE") solely as incorporated in or supplied with the Alcatel-Lucent Products and solely in connection with the operation of such Alcatel-Lucent Product for your own internal business purpose. Such sublicense shall be subject to payment in full of any specified license fee provided, however, that in the absence of any specified fee, the sublicense shall be deemed to be royalty free.

2. USE AND COPY RESTRICTIONS

Unless the following restriction is prohibited by law, you may not, or attempt to, reverse engineer, translate, disassemble, decompile or create derivative works based on the SOFTWARE or accompanying written materials or otherwise attempt to create the source code from the SOFTWARE. Except as permitted hereafter, you may not use, copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, deliver or otherwise transfer or grant access to the SOFTWARE nor permit any other Party to do any of the foregoing. You may not remove from the SOFTWARE any of the trademarks, trade names, logos, patent or copyright notices or markings or add any other notices or markings to the SOFTWARE. Subject to the restrictions above, you may make one (1) copy of the SOFTWARE solely for backup purposes if and to the extent required. You must reproduce and include the copyright notice on the backup copy.

3. OWNERSHIP OF SOFTWARE

As the Licensee, you only own the magnetic or other physical media on which the SOFTWARE is originally or subsequently recorded or fixed, but Alcatel-Lucent and its third party suppliers shall retain ownership of all patents, copyrights, trademarks, trade names, trade secrets and other proprietary rights relating to or residing in the SOFTWARE.

4. WARRANTY

THE SOFTWARE and accompanying written materials, including but not limited to instructions for use (the "Documentation") are provided "as is" without warranty of any kind from Alcatel-Lucent. The warranties applicable to the SOFTWARE and accompanying written materials shall be expressly limited to those provided by the Reseller. Alcatel-Lucent does not warrant or make any representations regarding the use, or the results of use, of the SOFTWARE, or written materials in terms of correctness, accuracy, reliability, current-ness, or otherwise. All other warranties from Alcatel-Lucent, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, are excluded. Neither Alcatel-Lucent, its Distributors, Reseller, nor any third party having been involved in the creation, production or delivery of the SOFTWARE (collectively, the "Software Providers") shall be liable for any direct, indirect, consequential or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use or inability to use such product even if the Software Providers have been advised of the possibility of such damages.

5. TERMINATION

This License is effective until terminated. This License will terminate automatically without notice from Alcatel-Lucent if you fail to comply with any provision hereof. Upon termination you shall destroy the written materials and all copies of the SOFTWARE, including back-up copies, if any.

6. NO EXPORT

END USER REPRESENTS, WARRANTS AND AGREES THAT IT WILL NOT USE, EMPLOY, OPERATE, DISPLAY, OR THE LIKE, OR CAUSE OR ALLOW TO BE USED, EMPLOYED, OPERATED, DISPLAYED, OR THE LIKE, DIRECTLY OR INDIRECTLY ANY EQUIPMENT, PRODUCT, PARTS, SOFTWARE, DOCUMENTATION, AND/OR TECHNICAL DATA IN ANY FORM OUTSIDE THE UNITED STATES OF AMERICA.

END USER REPRESENTS, WARRANTS AND AGREES THAT IT WILL NOT EXPORT, REEXPORT, RESELL, SHIP OR DIVERT, OR CAUSE OR ALLOW TO BE EXPORTED, REEXPORTED, RESOLD, SHIPPED OR DIVERTED, DIRECTLY OR INDIRECTLY ANY EQUIPMENT, PRODUCT, PARTS, SOFTWARE, DOCUMENTATION, AND/OR TECHNICAL DATA IN ANY FORM TO ANY COUNTRY OUTSIDE THE UNITED STATES OF AMERICA.

End User shall indemnify and hold harmless Alcatel-Lucent, the Alcatel-Lucent Reseller Distributor, and their subsidiaries, and affiliates from and against any fines, penalties, damages and/or any other costs (including, but not limited to, attorney's fees) incurred or threatened as a result of End User's export of equipment, product, parts, software, documentation, and/or technical data, in any form, including those for End User's failure to comply with any Export Administration Regulation or

any other federal export law or requirement. End User shall indemnify and hold harmless Alcatel-Lucent Reseller, Alcatel-Lucent, and their subsidiaries, and affiliates for any payments made voluntarily to, or pursuant to any agreement with, any government or private party resulting from End User's export of equipment, product, parts, software, documentation, and/or technical data, in any form, including those for End User's failure to comply with any Export Administration Regulation or any other federal export law or requirement or from Alcatel-Lucent Reseller's reliance on End User's representations concerning the same.

7. GOVERNMENT PROVISIONS

If the Alcatel-Lucent Software and/or Documentation is acquired directly or indirectly on behalf of a unit or agency of the United States Government, this paragraph applies. For civilian agencies: This program was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with subparagraphs (a) through (d) of the Commercial Computer Software - Restricted Rights clause at 52.227-19 of the Federal Acquisition Regulations ("FAR") and its successors, and is unpublished and all rights are reserved under the copyright laws of the United States.

8. DEFINITIONS

For the purposes of this End User License Agreement, the following definitions shall apply:

8.1 Alcatel-Lucent. The term "**Alcatel-Lucent**" shall mean Alcatel-Lucent USA Inc. and shall be deemed to include any company of the Alcatel-Lucent Group.

8.2 Distributor. The term "**Distributor**" shall mean a distributor authorized by Alcatel-Lucent to sell and license Alcatel-Lucent Products to Reseller.

8.3 Documentation. The term "**Documentation**" shall mean written materials or graphic files (including, without limitation, user manuals, promotional brochures, and materials useful for design) that are displayed or printed and that relate to or support the Alcatel-Lucent Products.

8.4 End User. The term "**End User**" shall mean a person or entity that acquires the right to use the Alcatel-Lucent Products for the person or entity's own personal or internal business use, rather than for distribution or other transfer.

8.5 Reseller. The term "**Reseller**" shall mean a entity authorized by Alcatel-Lucent to sell and license Alcatel-Lucent Products to the End User.

8.6 SOFTWARE. The term "**SOFTWARE**" shall mean any software, computer program, source code, object code, listing, or related material in machine-readable or printed form (including firmware and all types of media), or any updates and modifications thereto, that are included in the Alcatel-Lucent Products or licensed separately.

ICON Voice Networks Software License Agreement

Precursor

CAREFULLY READ THE FOLLOWING SOFTWARE LICENSE AGREEMENT. USE OF THIS PRODUCT (JOINTLY AND SEVERALLY “SOFTWARE”) CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT PROMPTLY REMOVE SOFTWARE TOGETHER WITH ALL COPIES FROM YOUR COMPUTER. YOUR USE OF THE SOFTWARE IS CONDITIONAL UPON YOUR COMPLIANCE WITH THE TERMS OF THIS AGREEMENT.

1.0 Grant of License

1.1 Upon payment of the applicable license fee, ICON Voice Networks grants to You a non exclusive, personal, paid up, non-transferable license to use the Software and Documentation solely for the following purposes: (a) operate one copy of the software for each license purchased unless expressly permitted otherwise by ICON Voice Networks; and (b) to make one copy of the Software for back-up purposes. You must reproduce all copyright notices on any copy of the Software. You will not Yourself or allow anyone else to: (i) disassemble, reverse engineer, decompile or otherwise attempt to discover the source code or structural framework to the Software except to the extent expressly permitted by applicable law notwithstanding this limitation (and then only subsequent to notice to ICON Voice Networks); (ii) translate, modify, or create any derivative work of any Software; (iii) disclose, publish, sublicense, sell, lend, rent, lease or transfer any Software (except that You may transfer all (but no lesser portion) of the Software (including Documentation and any back-up copy) to another person subject to this Software License Agreement with the prior written approval of ICON Voice Networks, which approval will not be unreasonably withheld, and upon payment of any transfer fee which ICON Voice Networks may impose); (iv) copy or reproduce any Software, except as permitted under (b) above; or (v) operate any Software to process data for anyone else.

1.2 This Software license will terminate automatically if You use or permit the use of the Software in any manner not permitted by this Software License Agreement. In the event of such termination, You will immediately, as directed by ICON Voice Networks, either return the Software and all copies You have made, including without limitation modifications and merged portions in any form, to ICON Voice Networks or destroy all copies of the Software as well as the Documentation and certify such destruction in writing to ICON Voice Networks.

2.0 Proprietary Rights:

The Software and Documentation involve valuable patent, copyright, trade secret, trademark, mask work and other proprietary rights of ICON Voice Networks or used by ICON Voice Networks under authority granted to ICON Voice Networks. ICON Voice Networks reserves all such rights. You may not copy the Documentation accompanying the Software. No title to or ownership of the Software or Documentation is transferred to You. You will not infringe, and will take appropriate steps for the protection of such rights. You will not remove, obscure or alter any notice of patent, copyright, mask work, trademark, trade secret or other proprietary rights relating to or appearing anywhere on any of the Software or Documentation contained in the package. You shall hold the Software and Documentation in confidence and protect them from disclosure to persons other than person(s) to whom disclosure is required on a “need to know basis”. Your confidentiality obligations do not extend to any information relating to the Software or Documentation which is now available to the general public or becomes so available by reason of any acts or omissions not attributable to you.

3.0 Intellectual Property Rights Indemnification:

In the event of a third party claim against You based solely on Your use of the Software and Documentation in strict adherence to the terms of the Software License and the other terms of this Agreement, ICON Voice Networks may obtain the right for You to continue using the Software, replace or modify the Software so that it becomes non-infringing, or if such remedies are not reasonably available, to require return of the Software and Documentation including all copies thereof and provide a prorated refund of the price You paid ICON Voice Networks based on a three-year amortization period. Other than as set forth in this paragraph, neither ICON Voice Networks nor any of its suppliers under whose authority the Software license contained herein may have been granted to You shall have no liability to You arising out of or related to any allegation or determination that any of the Software or Documentation infringes or constitutes wrongful use of any proprietary right. Notwithstanding the above, neither ICON Voice Networks nor any of its suppliers under whose authority the Software license contained herein may have been granted to You shall be liable to You for any claim arising from or based on the combination, operation, or use of any Software with equipment, data or programming not supplied by ICON Voice Networks, or arising from any alteration or modification of the Software.

4.0 Limited Warranties:

4.1 ICON Voice Networks warrants that: the Software as supplied by ICON Voice Networks in object code form, if

properly installed will perform substantially in conformance with the Documentation for a period of twelve months from date of download. ICON Voice Networks, does not, however, warrant that the functions contained in the Software will satisfy your particular purpose and/or requirements or that the operation of the Software will be uninterrupted or error free. In the event that (i) You purchased the Software, and (ii) during the Warranty Period the Software shall fail to perform substantially in accordance with the Documentation, ICON Voice Network's entire liability and your sole and exclusive remedy under the above limited warranty shall be, at ICON Voice Network's option, if timely notified of same in writing either (a) return of the price, if any, paid for the Software, or (b) to use its good faith reasonable efforts to devise a suitable corrective solution to the problem (also referred to in the industry as a "service pack") within a reasonable period of time. Should said action, however, not substantially resolve the problem, then ICON Voice Networks reserves the right to substitute a new release ("version") of software as soon as it is generally made available by ICON Voice Networks. Software and accompanying Documentation provided on a no-charge basis are supplied "AS IS" AND INCLUDES NO WARRANTY WHATSOEVER.

4.2 This limited warranty is void if failure of the Software has resulted from Acts of God, accident, abuse, misapplication or electrical surge or any other cause beyond ICON Voice Network's control.

4.3 TO THE FULL EXTENT PERMITTED BY LAW, ICON VOICE NETWORKS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND THIS IS SO ACKNOWLEDGED BY YOU. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS".

4.4 IMPORTANT NOTICE: Nothing in this Agreement is intended to or shall be construed as excluding or modifying any statutory rights, warranties or conditions which may be applicable to this Agreement, the Software or Documentation, and which by virtue of any national or state fair trading, trade practices or other consumer legislation may not be modified or excluded. To the extent such legislation is applicable to Your purchase of the Software or is required by such legislation, ICON Voice Network's liability for any breach of any such warranty or condition shall be and is hereby limited to either: (a) the supply of such Software again; or (b) the correction of any defect in such Software or Documentation as ICON Voice Networks at its sole discretion may determine to be necessary to correct the defect.

5.0 Limitations of Liability:

5.1 IN NO EVENT WILL ICON VOICE NETWORKS OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR PURCHASE, USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION IN CONNECTION WITH THE SOFTWARE OR DOCUMENTATION AND/OR THE SOFTWARE LICENSE EVEN IF ICON VOICE NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY AGREE TO WAIVE ANY RIGHTS WHICH YOU MAY HAVE AGAINST SUPPLIERS OF ICON VOICE NETWORKS ARISING FROM THIS AGREEMENT AND/OR THE SUPPLY OF THE SOFTWARE.

5.2 Some jurisdictions do not allow limitation or exclusion of incidental or consequential damages in certain circumstances, so that the above limitation or exclusion may not apply to You to the extent that liability is by law incapable of exclusion or restriction.

5.3 IN NO EVENT SHALL ICON VOICE NETWORKS'S TOTAL LIABILITY FOR ANY DAMAGES, DIRECT OR INDIRECT, ARISING FROM OR IN CONNECTION WITH THE SOFTWARE AND/OR DOCUMENTATION AND/OR THE SOFTWARE LICENSE GRANTED TO YOU HEREUNDER EXCEED THE PURCHASE PRICE PAID BY YOU , IF ANY, FOR THE SOFTWARE AND DOCUMENTATION (BUT NOT TO EXCEED THE SUGGESTED RETAIL PRICE) WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE, INCLUDING NEGLIGENCE.

6.0 Allocation of Risk:

Provisions of this Agreement such as the warranty limitations, exclusive remedies and limitations of liability are unrelated, independent allocations of risks between You and ICON Voice Networks. Unenforceability of any such allocations shall not affect the enforceability of other such allocations. If any part of this Agreement is held to be unenforceable, it shall not affect any other part. If any part of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed by applicable law. ICON Voice Network's pricing reflects the allocations of risk contained in this Agreement.

7.0 Export Controls:

You agree to comply fully with all relevant export laws and regulations the United States ("Export Laws") to ensure that the Software is (a) not exported directly, or indirectly, in violation of Export Laws; or (b) is not intended to be used for any purposes prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. Proscribed countries are set forth in the U.S. Export Administration Regulations. Countries subject to U.S. embargo are available from the U.S. Export Administration Regulations online at <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>. This list is subject to change without further notice from ICON Voice Networks, and you must comply with this list as it exists in fact.

8.0 Entire Agreement, Governing Law and Venue:

8.1 YOU AGREE THAT THIS AGREEMENT IS THE COMPLETE, FINAL AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND ICON VOICE NETWORKS AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT OR ANY OTHER COMMUNICATIONS RELATING TO THE USE OF THE SOFTWARE OR ANY OF THE DOCUMENTATION.

8.2 No amendment, modification or waiver of this Agreement will be valid unless set forth in a written instrument signed by both parties. This Agreement and the Software license granted herein shall be governed by, and construed in accordance with the laws of the Commonwealth of Virginia, exclusive of its conflict of laws provisions, and the federal laws of the United States applicable therein. In no event shall this Agreement or this Software license be construed or enforced under the provisions of the United Nations Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, the application of which are expressly excluded. ICON Voice Network's Suppliers are deemed to be third party beneficiaries of this Agreement.

9.0 Definitions:

"Agreement" means this Software License Agreement. "You" and "Your" refers to any person or entity that acquires or uses the Software or Documentation. SOFTWARE. The term "SOFTWARE" shall mean any software, computer program, source code, object code, listing, or related material in machine-readable or printed form (including firmware and all types of media), or any updates and modifications thereto, that are included in the ICON Voice Networks Products or licensed separately. Software products included in this definition are ICON Signals, ICONnect AA VM, ICONnect, ICONnect-R, ICON Signals Alarm Generator, ICON Kiosk, ICONference and other software and applications developed by ICON Voice Networks. "Documentation" means the end user reference and operating manuals that ICON Voice Networks publishes relating to the Software (functional and operating specifications).

10.0 Authorized Reseller Obligations

To the extent that this Software is first utilized, and/or configured or programmed by an ICON Voice Networks authorized reseller and not an end user customer, then authorized reseller understands and agrees that it has assumed the duty hereunder and/or under its dealership agreement with ICON Voice Networks, to obtain an acceptable sub-license from its end-user with respect to the Software.

Hosted ICON Signals Software Application Terms, Conditions and EULA

1. Overview

This Appendix outlines additional terms and conditions regarding the ICON Signals Software Application. It includes information regarding product warranty, limitations and the End User License Agreement (EULA). ICON Cloud Solutions (ICS) is providing the ICON Signals Software Application as a hosted service.

2. Hosted Service Application Notice

The ICON Signals software application has been configured and installed for the Customer's use within the ICS data center. The continued operation of the ICON Signals software application requires that the Customer provide an acceptable and operational IP connection to their facility for use of this service. ICON Cloud Solutions, and its other third party partners are not responsible for interruptions with the Customer's IP Connection.

a. Hosted Services Warranty

ICS will make its best effort to delivery to the Customer a quality hosted application solution. ICS makes no warranty of the customer provided/contracted IP connection to the ICS host and/or the customer premises network. Although ICS may assist in determining any network or connectivity issues ICS and its third party partners assume no responsibility for the same. Customer understands that should Customer provided/contracted network require extensive diagnostic work by ICS that ICS has the right to charge and Customer agrees to pay for these professional services.

b. Service Levels

ICS will use commercially reasonable efforts to minimize service disruptions and outages. In the event of service disruptions or outages, Customer's sole remedy, and ICS' sole obligation, shall be to provide the service level credits and/or remedies for the applicable Service in accordance with the Service Level Agreement set forth on ICS web site at: www.iconcloud.com under the Service Policies heading. ICS reserves the right to update the Service Level Agreement from time to time.

3. End User License Agreement

The document on the following page is the End User License Agreement for the ICON Signals software application. This fully details the Customer's rights and obligations for utilizing the application.

ICON Voice Networks Software License Agreement

Precursor

CAREFULLY READ THE FOLLOWING SOFTWARE LICENSE AGREEMENT. USE OF THIS PRODUCT (JOINTLY AND SEVERALLY “SOFTWARE”) CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT PROMPTLY REMOVE SOFTWARE TOGETHER WITH ALL COPIES FROM YOUR COMPUTER. YOUR USE OF THE SOFTWARE IS CONDITIONAL UPON YOUR COMPLIANCE WITH THE TERMS OF THIS AGREEMENT.

1.0 Grant of License

1.1 Upon payment of the applicable license fee, ICON Voice Networks grants to You a non exclusive, personal, paid up, non-transferable license to use the ICON Signals Software and Documentation solely for the following purposes: (a) operate one copy of the software for each license purchased unless expressly permitted otherwise by ICON Voice Networks; and (b) to make one copy of the Software for back-up purposes. You must reproduce all copyright notices on any copy of the Software. You will not Yourself or allow anyone else to: (i) disassemble, reverse engineer, decompile or otherwise attempt to discover the source code or structural framework to the Software except to the extent expressly permitted by applicable law notwithstanding this limitation (and then only subsequent to notice to ICON Voice Networks); (ii) translate, modify, or create any derivative work of any Software; (iii) disclose, publish, sublicense, sell, lend, rent, lease or transfer any Software (except that You may transfer all (but no lesser portion) of the Software (including Documentation and any back-up copy) to another person subject to this Software License Agreement with the prior written approval of ICON Voice Networks, which approval will not be unreasonably withheld, and upon payment of any transfer fee which ICON Voice Networks may impose); (iv) copy or reproduce any Software, except as permitted under (b) above; or (v) operate any Software to process data for anyone else.

1.2 This Software license will terminate automatically if You use or permit the use of the Software in any manner not permitted by this Software License Agreement. In the event of such termination, You will immediately, as directed by ICON Voice Networks, either return the Software and all copies You have made, including without limitation modifications and merged portions in any form, to ICON Voice Networks or destroy all copies of the Software as well as the Documentation and certify such destruction in writing to ICON Voice Networks.

5.0 Proprietary Rights:

The Software and Documentation involve valuable patent, copyright, trade secret, trademark, mask work and other proprietary rights of ICON Voice Networks or used by ICON Voice Networks under authority granted to ICON Voice Networks. ICON Voice Networks reserves all such rights. You may not copy the Documentation accompanying the Software. No title to or ownership of the Software or Documentation is transferred to You. You will not infringe, and will take appropriate steps for the protection of such rights. You will not remove, obscure or alter any notice of patent, copyright, mask work, trademark, trade secret or other proprietary rights relating to or appearing anywhere on any of the Software or Documentation contained in the package. You shall hold the Software and Documentation in confidence and protect them from disclosure to persons other than person(s) to whom disclosure is required on a “need to know basis”. Your confidentiality obligations do not extend to any information relating to the Software or Documentation which is now available to the general public or becomes so available by reason of any acts or omissions not attributable to you.

6.0 Intellectual Property Rights Indemnification:

In the event of a third party claim against You based solely on Your use of the Software and Documentation in strict adherence to the terms of the Software License and the other terms of this Agreement, ICON Voice Networks may obtain the right for You to continue using the Software, replace or modify the Software so that it becomes non-infringing, or if such remedies are not reasonably available, to require return of the Software and Documentation including all copies thereof and provide a prorated refund of the price You paid ICON Voice Networks based on a three-year amortization period. Other than as set forth in this paragraph, neither ICON Voice Networks nor any of its suppliers under whose authority the Software license contained herein may have been granted to You shall have no liability to You arising out of or related to any allegation or determination that any of the Software or Documentation infringes or constitutes wrongful use of any proprietary right. Notwithstanding the above, neither ICON Voice Networks nor any of its suppliers under whose authority the Software license contained herein may have been granted to You shall be liable to You for any claim arising from or based on the combination, operation, or use of any Software with equipment, data or programming not supplied by ICON Voice Networks, or arising from any alteration or modification of the Software.

7.0 Limited Warranties:

4.1 ICON Voice Networks warrants that: the Software as supplied by ICON Voice Networks in object code form, if

properly installed will perform substantially in conformance with the Documentation for a period of twelve months from date of download. ICON Voice Networks, does not, however, warrant that the functions contained in the Software will satisfy your particular purpose and/or requirements or that the operation of the Software will be uninterrupted or error free. In the event that (i) You purchased the Software, and (ii) during the Warranty Period the Software shall fail to perform substantially in accordance with the Documentation, ICON Voice Network's entire liability and your sole and exclusive remedy under the above limited warranty shall be, at ICON Voice Network's option, if timely notified of same in writing either (a) return of the price, if any, paid for the Software, or (b) to use its good faith reasonable efforts to devise a suitable corrective solution to the problem (also referred to in the industry as a "service pack") within a reasonable period of time. Should said action, however, not substantially resolve the problem, then ICON Voice Networks reserves the right to substitute a new release ("version") of software as soon as it is generally made available by ICON Voice Networks. Software and accompanying Documentation provided on a no-charge basis are supplied "AS IS" AND INCLUDES NO WARRANTY WHATSOEVER.

4.2 This limited warranty is void if failure of the Software has resulted from Acts of God, accident, abuse, misapplication or electrical surge or any other cause beyond ICON Voice Network's control.

4.3 TO THE FULL EXTENT PERMITTED BY LAW, ICON VOICE NETWORKS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND THIS IS SO ACKNOWLEDGED BY YOU. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS".

4.4 IMPORTANT NOTICE: Nothing in this Agreement is intended to or shall be construed as excluding or modifying any statutory rights, warranties or conditions which may be applicable to this Agreement, the Software or Documentation, and which by virtue of any national or state fair trading, trade practices or other consumer legislation may not be modified or excluded. To the extent such legislation is applicable to Your purchase of the Software or is required by such legislation, ICON Voice Network's liability for any breach of any such warranty or condition shall be and is hereby limited to either: (a) the supply of such Software again; or (b) the correction of any defect in such Software or Documentation as ICON Voice Networks at its sole discretion may determine to be necessary to correct the defect.

5.0 Limitations of Liability:

5.1 IN NO EVENT WILL ICON VOICE NETWORKS OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR PURCHASE, USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION IN CONNECTION WITH THE SOFTWARE OR DOCUMENTATION AND/OR THE SOFTWARE LICENSE EVEN IF ICON VOICE NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY AGREE TO WAIVE ANY RIGHTS WHICH YOU MAY HAVE AGAINST SUPPLIERS OF ICON VOICE NETWORKS ARISING FROM THIS AGREEMENT AND/OR THE SUPPLY OF THE SOFTWARE.

5.2 Some jurisdictions do not allow limitation or exclusion of incidental or consequential damages in certain circumstances, so that the above limitation or exclusion may not apply to You to the extent that liability is by law incapable of exclusion or restriction.

5.3 IN NO EVENT SHALL ICON VOICE NETWORKS'S TOTAL LIABILITY FOR ANY DAMAGES, DIRECT OR INDIRECT, ARISING FROM OR IN CONNECTION WITH THE SOFTWARE AND/OR DOCUMENTATION AND/OR THE SOFTWARE LICENSE GRANTED TO YOU HEREUNDER EXCEED THE PURCHASE PRICE PAID BY YOU , IF ANY, FOR THE SOFTWARE AND DOCUMENTATION (BUT NOT TO EXCEED THE SUGGESTED RETAIL PRICE) WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE, INCLUDING NEGLIGENCE.

6.0 Allocation of Risk:

Provisions of this Agreement such as the warranty limitations, exclusive remedies and limitations of liability are unrelated, independent allocations of risks between You and ICON Voice Networks. Unenforceability of any such allocations shall not affect the enforceability of other such allocations. If any part of this Agreement is held to be unenforceable, it shall not affect any other part. If any part of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed by applicable law. ICON Voice Network's pricing reflects the allocations of risk contained in this Agreement.

7.0 Export Controls:

You agree to comply fully with all relevant export laws and regulations the United States ("Export Laws") to ensure that the Software is (a) not exported directly, or indirectly, in violation of Export Laws; or (b) is not intended to be used for any purposes prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. Proscribed countries are set forth in the U.S. Export Administration Regulations. Countries subject to U.S. embargo are available from the U.S. Export Administration Regulations online at <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>. This list is subject to change without further notice from ICON Voice Networks, and you must comply with this list as it exists in fact.

8.0 Entire Agreement, Governing Law and Venue:

8.1 YOU AGREE THAT THIS AGREEMENT IS THE COMPLETE, FINAL AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND ICON VOICE NETWORKS AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT OR ANY OTHER COMMUNICATIONS RELATING TO THE USE OF THE SOFTWARE OR ANY OF THE DOCUMENTATION.

8.2 No amendment, modification or waiver of this Agreement will be valid unless set forth in a written instrument signed by both parties. This Agreement and the Software license granted herein shall be governed by, and construed in accordance with the laws of the Commonwealth of Virginia, exclusive of its conflict of laws provisions, and the federal laws of the United States applicable therein. In no event shall this Agreement or this Software license be construed or enforced under the provisions of the United Nations Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, the application of which are expressly excluded. ICON Voice Network's Suppliers are deemed to be third party beneficiaries of this Agreement.

9.0 Definitions:

"Agreement" means this Software License Agreement. "You" and "Your" refers to any person or entity that acquires or uses the Software or Documentation. "Software" means the ICON Signals software and any and all copies, modifications, upgrades, enhancements and new releases thereof made or acquired by You. "Documentation" means the end user reference and operating manuals that ICON Voice Networks publishes relating to the Software (functional and operating specifications).

10.0 Authorized Reseller Obligations

To the extent that this Software is first utilized, and/or configured or programmed by an ICON Voice Networks authorized reseller and not an end user customer, then authorized reseller understands and agrees that it has assumed the duty hereunder and/or under its dealership agreement with ICON Voice Networks, to obtain an acceptable sub-license from its end-user with respect to the Software.

SECURalert™ and XtendCall™
End-User Software License Agreement
CONFIDENTIAL PROPERTY OF NORDICOM INC.

IMPORTANT – READ CAREFULLY: This End User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single legal entity) (“Licensee”) and Nordicom Inc. (“NDC”) an Canadian Corporation, for NDC product which includes computer software and may include printed materials and, or electronic documentation (“Product”) as is entered into on the date of execution of this EULA or installation of the Product, whichever is sooner and related to the granting of a limited use license by NDC to use certain software which is developed and/or distributed by NDC

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING AND/OR USING THE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT.

1. **GRANT OF LICENSE:** NDC grants you the following rights provided that you comply with all the terms and conditions of this EULA:

(a) **Installation and use.** Licensee may install, use, access, display and run one copy of the Product on a single computer, such as a workstation for Licensee’s own use and for the particular purpose for which the software is provided. You must acquire and dedicate an additional license for each separate computer. The product may be used by two processors that are not running simultaneously. The non-exclusive and non-transferrable software is licensed and not sold; this product is licensed on a per copy basis. NDC is not liable for the installation of the software and, or products. NDC reserves the right to audit Licensee to ensure compliance with the law and the terms herein.

(b) **Storage.** End-user may copy the Product for backup or archival purposes only.

(i) Any and all copies must contain all the original proprietary notices and ensure that security precautions are followed to secure backup copies of the Product.

(ii) If you receive the first copy of the software electronically and a second copy on media the second copy may be used for archival purposes only and may not be transferred to or used by any other person.

2. **UPGRADES AND SUPPORT.** This license does not grant you any right to any enhancements or updates to the software nor any support services. In order to obtain software updates and service support for the Product, you must purchase a Maintenance package from NDC. This EULA shall apply to any and all updates, supplements and, or add-on components.

3. **RESERVATION RIGHTS.** NDC reserves all rights not expressly granted to you in this EULA.

4. **LIMITATIONS.** You may not:

(a) Modify, translate, reverse engineer, decompile and, or disassemble the software or embed the software with any other software.

(b) Create derivative works based on the software or documentation.

(c) Permit other individuals to use the Product, other than authorized employees with a legitimate need to know.

(d) Copy the software or documentation (except for archival purposes as provided herein).

(e) Resell, rent, lease, transfer or otherwise transfer the license or documentation. This product is identified as “Not For Resale” or “NFR”.

(f) Use any product for any other purpose other than the intended purpose which was disclosed to NDC.

(f) Remove any proprietary notices or labels on the software or documentation.

5. **PROPRIETARY RIGHTS.** NDC retains title, ownership, and intellectual property rights in and to the software and documentation, including but not limited to, any and all copies, partial copies, documentation, translation, compilation and are not to be used or disclosed except as permitted by this Agreement. All applicable rights, title and interest in any copyrights, trademarks, trade secrets and patents in or to the software or related products are protected by law and remain vested in NDC.

This product is licensed and not sold. This agreement only gives you some rights to use the software. NDC reserves all other rights.

6. **TRAINING.** You must train the staff or any other person who may use this software to understand its purpose, operation and limitations. You are responsible for how you use the software SECURalert™ and XtendCall™

7. INTERRUPTED USE; NOT TO RELY. Licensee understands and agrees that the Product for which the Software is licensed uses communication technology that is subject to interference, which can cause communication disruptions. **LICENSEE AGREES NOT TO SOLELY RELY ON THE PRODUCTS OR THE SOFTWARE FOR COMMUNICATIONS IN CRITICAL, LIFE THREATENING, OR EMERGENCY SITUATIONS WITHOUT MAINTAINING AN ADEQUATE DUAL REDUNDANCY SYSTEM AND UNDERSTANDS THAT 3rd PARTY INTERGRATIONS AND COMMUNICATION DEVICES ARE ONLY TO BE USED AS ANCILLARY METHOD OF NOTIFICATION**

8. TERMINATION. Without prejudice to any other rights, this License Agreement shall immediately terminate upon your failure to comply with the terms and conditions of the license and, or the EULA. You will no longer be able to exercise any of the rights granted to you. Upon termination, you must permanently destroy all copies of the software and documentation and their component parts including but not limited to those residing on your computer system and, or in your control in any form and upon request you agree to forthwith provide NDC with a written confirmation of such destruction.

9. CONSENT TO USE OF DATA. You agree that NDC and its affiliates may collect and use technical information gathered in any matter for the purposes of product support services and, or product development. NDC may use this information solely to improve and or create products or to provide customized services or technologies.

10. LIMITED WARRANTY. NDC warrants to Licensee that for a period of ninety (90) calendar days following delivery, the Software will be free from defects in material and workmanship under normal use and service. If an implied warranty or condition is created by statute or law and such law prohibits disclaimer of it, you have an implied warranty or condition BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. NDC's sole obligation under this warranty is limited to replacing or repairing, at its option and at its factory, any Software which is returned to NDC, transportation, duties, and taxes prepaid, within NDC's ninety (90) day limited warranty period. Licensee shall pay transportation, duties and taxes for Software returned by NDC (a) to locations outside of Canada or (b) for Software found by NDC not to be defective. The warranties herein do not apply to additional software clients purchased by Licensee. Any supplements or updates to the product provided to you after the expiration of the ninety (90) day Limited Warranty Period are not covered by any warranty or condition, express, implied, or statutory. All warranties herein are void if failure of the product is due in any way to any repair or alteration unauthorized by NDC, misuse, abuse, negligence, accident, abnormal use, virus, or operation outside NDC's environmental specifications. The warranty herein is not extended to cover software which has been repaired or replaced.

11. INDEMNIFICATION. NDC shall indemnify Licensee against any filed action against the Licensee by an unaffiliated third party to the extent that such action is primarily based on a claim that the unmodified licensed software, when used in accordance with this Agreement, infringes a patent, copyright or trade secret in the Licensee's territory provided that the Licensee provides prompt written notice to NDC of such action and provides continued and reasonable assistance in connection therewith. NDC shall have no liability and no duty to indemnify any claims, demands or actions arising on account of: (a) the misuse, misappropriation of the software and, or its use in any manner or purpose for which it was not designed, (b) the use of the software in conjunction with any other software or product not supplied or expressly approved by NDC, (c) the modification or enhancement of the software by anyone other than NDC, (e) the use of other than a current unaltered version and release of the software unless the infringing portion is also in the then current unaltered version and release, or (d) the continued use of the software after being notified to discontinue its use. Licensee shall reimburse NDC for any costs or damages that result from these aforementioned actions or for any delay in notifying NDC of any claim. Licensee does not have the authority to act on NDC's behalf, including, but not limited to entering into any settlement of any kind. If the software is adjudged to so infringe, or in NDC's opinion is likely to become the subject of such a claim, NDC shall, at its sole option, either (i) procure for the Licensee the right to continue using the software (ii) replace or modify the software to make it non-infringing, or (iii) upon the return of the software, refund the license fee actually paid for the affected software on a three-year, straight line depreciated basis from the date of purchase. THE FOREGOING STATES THE SOLE AND ENTIRE LIABILITY OF NDC AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO THE INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY PROPRIETARY RIGHT.

12. LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. The Limited Warranty that appears herein is the only expressed warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation, packaging or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, NDC provides that the product and support services (if any), AS IS AND WITH ALL FAULTS and hereby disclaim all other warranties and conditions, either express, implied or statutory, including but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a purpose, of reliability or SECURAlert™ and XtendCall™ End-User Software License Agreement availability, of accuracy, or completeness of responses, of results, of workmanlike effort, of lack of viruses and of lack of negligence all with regard to the product and the provision of or failure to provide support or other services, information, software and related content through the product or otherwise arising out of the use of the product. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO PRODUCT.

13. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NDC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET OR SATISFY ANY DUTY UNDER CONTRACT, COMMON LAW, STATUTE OR OTHERWISE), ANY INABILITY TO USE THE PRODUCT, ANY PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE AND RELATED CONTENT THROUGH THE PRODUCT EVEN IF NDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. LIMITATION OF LIABILITY AND REMEDIES. You shall use the software at your own risk. Notwithstanding any damages that you might incur for any reason whatsoever (including without limitation all damages referenced above and all direct or general damages) the entire liability of NDC and any if its suppliers under any provision of this EULA and your exclusive remedy for all the foregoing (except for any remedy or replacement elected by NDC with respect to any breach of the Limited Warranty) shall be limited to the greater amount actually paid by you for the product or \$5.00 US Currency. The foregoing limitations, exclusions and disclaimers (including all sections above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

15. NO ASSIGNMENT. Licensee may not assign this Agreement, the License granted hereunder or any other rights relating to the software or products to any other party (including as a result of any merger or other change of control of the Licensee).

16. APPLICABLE LAW. This EULA is governed by the law in force in the Province of Ontario, Canada. In respect to any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Montreal, Quebec.

17. ENTIRE AGREEMENT. This EULA (including any addendum or amendment) are the entire agreement between you and NDC relating to the product and support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the product or any other subject matter covered by this EULA. To the extent the terms of any NDC policies or programs conflict with the terms of this EULA, the terms of this EULA shall control.

18. HEADINGS. Headings are for convenience only and do not affect interpretation.

19. JURISDICTION. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

20. CONTACT INFORMATION

Nordicom Inc. Tel: (888) 802-2412 email : support@securalert.com
1060 Cherbourg, Suite 200
Sherbrooke, Qc, Canada, J1K 2N8

END USER SIGNATURE

I have read and understood the terms and conditions set out in this Agreement and agree, on behalf of the End-User and any assigns to be bound by these terms and conditions.

By: _____ Title & Organization: _____

(I HAVE THE AUTHORITY TO BIND THE CORPORATION)

SIGNATURE

_____ Date: _____



VISION SECURITY SOFTWARE LLC END USER LICENSE AGREEMENT

IMPORTANT: THIS SOFTWARE END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU AND VISION SECURITY SOFTWARE LLC ("VSS"). READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING AND USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT INSTALL THE SOFTWARE AND RETURN THE SOFTWARE TO YOUR PLACE OF PURCHASE FOR A FULL REFUND. THIS EULA SHALL APPLY ONLY TO THE SOFTWARE SUPPLIED BY VISION SECURITY SOFTWARE LLC HERewith REGARDLESS OF WHETHER OTHER SOFTWARE IS REFERRED TO OR DESCRIBED HEREIN.

1. Definitions

(a) "Not For Resale (NFR) Version" means a version, so identified, of the Software to be used to review and evaluate the Software, only. The NFR Version may have limited features, and may cease operating after a predetermined amount of time due to an internal mechanism within the NFR Version.

(b) "Software" means only the VSS program(s) supplied by VSS herewith, and corresponding documentation, associated media, printed materials, and online or electronic documentation.

2. License Grants

The licenses granted are subject to the terms and conditions set forth in this EULA:

(a) Subject to the terms and conditions of this Agreement, VSS hereby grants, and you accept, the right and license to install and use the Software on a single computer. A license for the Software may not be shared, installed nor used concurrently on different computers.

(b) You agree to indemnify, hold harmless and defend VSS from and against any loss, damage, claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the Software, any such further distribution being strictly prohibited.

(c) You may make one copy of the Software in machine-readable form solely for backup purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software.

(d) You agree that VSS may audit your use of the Software for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, you shall reimburse



VSS for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

(e) Your license rights under this EULA are non-exclusive.

3. License Restrictions

Except to the extent contrary to applicable law:

(a) Only with written permission from VSS may you electronically transfer the Software from one computer to another or over a network.

(b) You may not alter, merge, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.

(c) Unless otherwise specifically provided herein, you may not rent, lease, or sublicense the Software. Unless otherwise expressly authorized in a separate written agreement between, and executed by, you and VSS, you may not use, or permit the use of, the Software on a timeshare or service bureau basis. In addition, unless otherwise expressly authorized in a separate written agreement between, and executed by, you and VSS, you may not host, on a subscription basis or otherwise, the Software to permit a third party to use the Software to create any content.

(d) You may not sell or transfer your rights under this EULA.

(e) Unless otherwise provided herein, you shall not disclose the results of software performance benchmarks obtained using the Software to any third party without VSS's prior written consent. You are strictly prohibited from installing or using the NFR Version of the Software for any commercial purpose.

(i) You shall not use the Software to develop any application having the same primary function as the Software.

(j) You may only use the Not for Resale Version of the Software to review and evaluate the Software.

(k) You may not export the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder.

(x) In the event that you fail to comply with this EULA, VSS may terminate the license and you must destroy all copies of the Software and provide VSS reasonable proof thereof (with all other rights of both parties and all other provisions of this EULA surviving any such termination).

4. Upgrades

If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to you on a license exchange basis. You agree by your installation and use of such copy of the Software to voluntarily terminate your earlier EULA and that you will not continue to use the earlier version of the Software or transfer it to another person.

5. Ownership

The foregoing grants of rights give you limited license to use the Software. Except as expressly provided in this Agreement, VSS retains all right, title and interest, including all copyright and intellectual property rights, in and to, the Software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications you may develop), and all copies thereof. All rights not specifically granted in this EULA, including Federal and International Copyrights, are reserved by VSS and its suppliers.



6. LIMITED WARRANTY AND DISCLAIMER

(a) VSS warrants that, for a period of thirty (30) days from the date of delivery (as evidenced by a copy of your receipt): (i) when used with a recommended hardware configuration, the Software will perform in substantial conformance with the documentation supplied with the Software; and (ii) the physical media on which the Software is furnished will be free from defects in materials and workmanship under normal use.

(b) VSS PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR THE NOT FOR RESALE VERSION OR, EXCEPT AS SPECIFICALLY SET OUT IN SUBPARAGRAPH 6(a) HEREOF, FOR THE SOFTWARE. THE NOT FOR RESALE VERSION IS PROVIDED SOLELY "AS IS".

(c) EXCEPT AS SET FORTH IN THE FOREGOING LIMITED WARRANTY WITH RESPECT TO THE NOT FOR RESALE VERSION OR FOR THE SOFTWARE, VSS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. VSS DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UCC WILL BE CONFERRED ON YOU UNLESS EXPRESSLY GRANTED HEREIN. THE SOFTWARE IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS, AS VSS SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.

(d) IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE OF DELIVERY.

(e) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VSS, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

(f) IN ANY INSTANCE OF A CONFLICT IN TERMS OF THIS LIMITED WARRANTY AND WARRANTY TERMS SET OUT BY VSS IN AN ORIGINAL EQUIPMENT MANUFACTURER (OEM) AGREEMENT OR IN A DISTRIBUTION AGREEMENT, THE WARRANTY TERMS OF THE ORIGINAL EQUIPMENT MANUFACTURER (OEM) AGREEMENT OR THE DISTRIBUTION AGREEMENT SHALL SUPERSEDE THE WARRANTY TERMS UNDER THIS EULA.

(g) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.



7. Exclusive Remedy

Your exclusive remedy under the preceding is to return the Software to the place you acquired it, with a copy of your receipt and a description of the problem. Provided that any non-compliance with the above warranty must be reported in writing to VSS no more than thirty (30) days following delivery to you, VSS will use reasonable commercial efforts to supply you with a replacement copy of the Software that substantially conforms to the documentation, provide a replacement for defective media, or refund to you your purchase price for the Software, at its option. VSS shall have no responsibility if the Software has been altered in any way, if the media has been damaged by misuse, accident, abuse, modification or misapplication, or if the failure arises out of use of the Software with other than a recommended hardware configuration. Any such misuse, accident, abuse, modification or misapplication of the Software will void the warranty above. **THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE AND RELATED DOCUMENTATION.**

8. LIMITATION OF LIABILITY

(a) NEITHER VSS NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF VSS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) VSS' TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF \$500 OR THE AMOUNT PAID BY YOU FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE.

(c) SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

(d) THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS EULA.

9. Basis of Bargain

The Limited Warranty and Disclaimer, Exclusive Remedies and Limitation of Liability set forth above are fundamental elements of the basis of the agreement between VSS and you. VSS would not be able to provide the Software on an economic basis without such limitations. Such Limited Warranty and Disclaimer, Exclusive Remedies and Limitation of Liability inure to the benefit of VSS's licensors.

10. U.S. GOVERNMENT RESTRICTED RIGHTS LEGEND



This Software and the documentation are provided with "RESTRICTED RIGHTS" applicable to private and public licenses alike. Without limiting the foregoing, use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in this EULA and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013 (c)(1)(ii)(OCT 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14, as applicable. Manufacturer: Vision Security Software LLC ("VSS"), 2200 Market Street, Suite 305, Galveston, TX 77550.

11. (Outside of the USA) Consumer End Users Only

The limitations or exclusions of warranties and liability contained in this EULA do not affect or prejudice the statutory rights of a consumer, i.e., a person acquiring goods otherwise than in the course of a business.

The limitations or exclusions of warranties, remedies or liability contained in this EULA shall apply to you only to the extent such limitations or exclusions are permitted under the laws of the jurisdiction where you are located.

12. General

This EULA shall be governed by the internal laws of the State of Texas, without giving effect to principles of conflict of laws. You hereby consent to the exclusive jurisdiction and venue of the state courts sitting in Galveston County, Texas or the respective federal courts in Texas to resolve any disputes arising under this EULA. In each case this EULA shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by you in relation to the Software licensed hereunder shall be of no effect. The failure or delay of VSS to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach.

No VSS dealer, agent or employee is authorized to make any amendment to this EULA.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect.

All questions concerning this EULA shall be directed to: Vision Security Software LLC, 2200 Market Street, Suite 305, Galveston, TX, 77550. Attention: General Counsel.

VSS and other trademarks contained in the Software are trademarks or registered trademarks of VSS Software LLC in the United States and/or other countries. Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This EULA does not authorize you to use VSS's or its licensors' names or any of their respective trademarks.