

Terms and Conditions

This agreement ("Agreement") is between ClearConnect and an end user ("End User") of the ClearConnect Virtual Office Communications Service ("ClearConnect"). Any ClearConnect services or products ("Services") provided by ClearConnect to End User shall be governed by the terms and conditions herein. By activating the Services, End User acknowledges receiving, reading and understanding this Agreement and accepts the terms and conditions herein. End User acknowledges that they are of legal age to enter into this Agreement.

1. **TERMS AND CONDITIONS.** The terms and conditions stated herein are in lieu of and replace any and all terms and conditions set forth in any documents issued by End User, including, without limitation, purchase orders and specifications. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ON ANY SUCH DOCUMENT ISSUED BY END USER AT ANY TIME ARE HEREBY OBJECTED TO BY ClearConnect, AND ANY SUCH DOCUMENTS SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE OR SERVICE RENDERED HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON ClearConnect. No waiver or amendment to this contract or these terms and conditions shall be binding on ClearConnect unless made in writing expressly stating that it is such a waiver or amendment and signed by a representative of 8x8 ClearConnect.

2. **TERM.** The term of this Agreement ("Term") begins on the date that End User purchases Services and continues for the duration of the service period as defined by the service plan that is selected by End User ("Plan"). At the end of the current Term, the Term is automatically renewed unless End User provides ClearConnect, prior to the end of the current Term, notification of intention to cancel the service. End User agrees to pay for Services for the duration of the Term. Expiration of the Term does not alleviate End User of responsibility for paying all unpaid, accrued charges due hereunder. If End User chooses to cancel the service before the end of the current Term, Disconnection fees may apply as set forth in section 5.7.

911. **END USER ACKNOWLEDGES THAT ClearConnect's EQUIPMENT AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS. END USER AGREES TO NOTIFY ANY USER OF THE SERVICES, WHO MAY PLACE CALLS USING END USER'S SERVICES, OF THE 911 LIMITATIONS. ClearConnect ADVISES END USER TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.**

ELECTRICAL POWER. END USER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER.

INTERNET ACCESS. END USER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IF THERE IS AN INTERRUPTION OF END USER'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE.

- 1. **NON-VOICE SYSTEMS. END USER ACKNOWLEDGES THAT THE SERVICES ARE NOT SET UP TO FUNCTION WITH OUTDIALING SYSTEMS INCLUDING HOME SECURITY SYSTEMS, MEDICAL MONITORING EQUIPMENT, FAX MACHINES, AND SATELLITE TELEVISION SYSTEMS. END USER HAS NO CLAIM AGAINST 8X8 FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY THE SERVICES.**

- 2. **NECESSARY PROVISIONS FOR ACCESS TO EMERGENCY CALLING SERVICES (SUCH AS MAINTAINING A CONVENTIONAL LANDLINE PHONE OR WIRELESS PHONE AS A BACKUP MEANS OF COMPLETING EMERGENCY CALLS). ISSUES. IF THERE IS A POWER OUTAGE, END USER MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT BEFORE BEING ABLE TO USE THE ClearConnect SERVICE.**

- 3. **END USER ACKNOWLEDGES AND UNDERSTANDS THAT ClearConnect WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 USING ClearConnect OR TO ACCESS AN EMERGENCY SERVICE OPERATOR DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT. END USER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ClearConnect ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHOM FURNISHES SERVICES TO END USER IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, END USER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.**

4. **EQUIPMENT.** To provide the Services, ClearConnect may provide Equipment to End User. All Equipment shipments are F.O.B. ClearConnect's facility. ClearConnect's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to End User upon delivery to carrier. End User will be provided a twelve (12) month manufacturer's warranty from the date of purchase of Equipment or Service. End User shall be required to obtain

authorization from ClearConnect to return any Equipment. ClearConnect will provide replacement Equipment only if the Equipment is deemed to be defective and covered under the warranty. ClearConnect will not cover replacement for lost, stolen or modified equipment. ClearConnect may refuse equipment returned by End User that is not covered under warranty, and End User will be responsible to pay return shipping charges. End Users who purchased through a Retail outlet may return within the first Thirty (30) days to the place of purchase, after the Thirty (30) days they can contact ClearConnect regarding warranty replacement.

5. BILLING, CHARGES AND PAYMENT.

PAYMENT. Upon purchase of the Service, End User must provide ClearConnect with a valid credit card number from an accepted issuer (Visa, American Express or MasterCard). End User authorizes ClearConnect to charge the credit card number provided by End User ("Credit Card") for all charges arising from End User's use of the Services. End User agrees to notify ClearConnect of any change to the credit card information including, but not limited to, changes in account number, expiration date or billing address. ClearConnect shall not be responsible for any charges made by the Credit Card issuer to End User's Credit Card account for exceeding credit limit, insufficient funds or other reasons.

CREDIT TERMS. All Services provided to End User and covered by the Agreement shall at all times be subjected to credit approval or review by ClearConnect. ClearConnect requests end User will provide such credit information or assurance as at any time. ClearConnect, in its sole discretion and judgment, may discontinue credit at any time without notice.

BILLING. ClearConnect will provide End User with a monthly on-line invoice for the Services and bill all charges invoiced to End User's account to the Credit Card. Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. Monthly service fees are paid in advance of each month's service; toll charges and any other applicable charges are billed at the end of each month's service. ClearConnect reserves the right to charge the Credit Card for toll charges at any time if End User's cumulative toll charges for the current month exceed two hundred and fifty dollars (\$250.00). Billing for monthly service fees commences upon purchase of the Services, and the first month's monthly service fee shall be prorated to take into account any partial month that may occur as the result of the date monthly service fees are initiated. Activation for billing Retail customers occurs after End User activates the services on the ClearConnect website. Or if a DTA or VideoPhone is purchased from a retailer the billing will start from date of activation. There may be promotional offers, which will be credited from the billing/activation start date. Activation for billing purposes occurs fourteen (14) days after End User purchases the Services on ClearConnect's web site.

LATE/NON-PAYMENT. If any charges for the Services are due but unpaid for any reason including, but not limited to, non-payment or declined Credit Card charges, ClearConnect may suspend or terminate the Services and all accrued charges shall be immediately due, plus a late fee of the lesser of 1.5% per month or the maximum allowed by law accrued from the date of invoice until payment in full is received by ClearConnect. If charges cannot be processed to the Credit Card, End User will be charged a fee of ten dollars (\$10.00). No suspension or termination of the Services or of this Agreement shall relieve End User from paying any amounts due hereunder.

TAXES. Prices for the Services do not include any customs duties, sales, use, value added, excise, federal, state, local, public utility or other similar taxes. All such taxes shall be paid by End User and will be added to any amounts otherwise charged to End User unless End User provides ClearConnect with an appropriate exemption certificate. If any amounts paid for the Services are refunded by ClearConnect, applicable taxes may not be refundable.

TRIAL PERIOD. ClearConnect offers a Fifteen (15) day trial period ("Trial Period") to new End Users for their first ClearConnect account. The Trial Period commences upon the purchase of Services by End User on the ClearConnect web site. If End User is not satisfied with the Services during the Trial Period, End User may obtain a refund of the equipment fee and activation fee but not the monthly service fee. Shipping charges and any federal excise and sales and use taxes are not refundable. To obtain a refund, End User must: a) Notify ClearConnect within thirty (30) days of purchase of the Services on the web site and obtain a return material authorization number from ClearConnect for the Equipment, b) Return the Equipment to CC within seven (7) days of cancellation of the Services, and c) Return the Equipment in its original, unaltered condition with all packaging intact. Disconnection fees shall not apply if End User cancels service during the Trial Period. Retail Customers will be required to return within the first Thirty (30) to the place of purchase to receive any refund no disconnection fees will apply.

CREDITS. End User acknowledges and agrees that the Services are provided "as is, where is." Credit allowances for interruption of the Services shall not be provided.

DISCOUNTS. From time to time in its sole discretion, ClearConnect may offer promotions or discounts of activation or other fees. End User must enter any promotion or discount codes upon purchase of the Services. End User shall not be entitled to a subsequent credit for such promotions or discounts, if not requested at the time of account creation or change of service.

BILLING DISPUTES. End User must dispute any charges for the Services within thirty (30) days of receipt of the monthly on-line invoice or End User waives any objection.

TOLLS. Every call to or from Equipment using the Services that originates or terminates in the Public Switched Telephone Network ("PSTN") is subject to the then applicable toll charges that are associated with the Plan. Every call to or from Equipment using the Services that originates or terminates with a SIP service provider that is not affiliated or associated with Packet8 will also count as PSTN minutes and be subject to the then applicable toll charges that are associated with the Plan. Calls to a phone number outside the United States and Canada to a non- ClearConnect account or IP partner will be charged at the current rates published on the ClearConnect web site. The duration of each call is to be calculated in thirty (30) second increments and rounded up to the nearest thirty (30) second increment with minimum call duration of thirty (30) seconds.

TELEPHONE NUMBER. Any telephone number provided by ClearConnect ("Number") to the End User shall be leased and not sold. End User is not to use the Number with any other device other than the Equipment without the express written permission of ClearConnect. ClearConnect reserves the right to change, cancel or move the Number at its sole discretion.

LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT. End User shall not modify the Equipment in any way without the express written permission of 8x8. End User shall not use the Equipment except with the Services provided hereunder ClearConnect Except as otherwise provided for hereunder, End User is responsible for all lost, stolen or broken Equipment and may be required to purchase a replacement to continue service. Replacement charges will be based on the fair retail price of equipment, plus applicable shipping costs and taxes. End Users who have existing Equipment belonging to ClearConnect shall pay 8x8 for any such lost, stolen or broken Equipment in an amount equal to the retail price of the Equipment less amounts End User had previously paid specifically for said Equipment. End User shall immediately notify ClearConnect of any lost or stolen Equipment and shall cooperate with ClearConnect in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At ClearConnect 's sole option, failure to report lost or stolen equipment in a timely manner will cause End User to be responsible for all service fees accrued until the time that ClearConnect is informed of the loss or theft and can effect a termination of the Services.

PROHIBITED USES. Any use of the Services or any other action that causes a disruption in the network integrity of ClearConnect or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services. End User understands that neither ClearConnect nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. End User agrees that it will NOT use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network. End User agrees and represents that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer or make a charge for the Services or the Equipment without the advance express written permission of ClearConnect. ClearConnect 's Service Plans for business subscribers that offer unlimited minutes of PSTN calls ("Unlimited PSTN Plans") are for reasonable business use of End User only. Such use shall not include certain activities including, but not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing (including without limitation charitable or political solicitation or polling) or any other activity that would be inconsistent with reasonable business usage. Any use found to be inconsistent with this restriction will result in termination of the Service. ClearConnect reserves the right to immediately terminate or modify the Services of any End User using Unlimited PSTN Plans if ClearConnect determines, in its sole discretion, that End User is not using the Unlimited PSTN Plans for End User's reasonable business use.

CHANGES TO THE AGREEMENT, SERVICES OR PLAN. ClearConnect reserves the right to make changes to the terms and conditions of this Agreement, the Services and/or the Plan ("Change of Service"). In the event of a Change of Service, ClearConnect will post to the Web Site currently located at <http://www.ClearConnect.ca/> Notice will be considered received by End Users and such changes will become binding to End Users, on the date the changes are posted to the Web Site ("Change Date"), and no additional notice will be required. ClearConnect will post all changes thirty (30) days in advance of the effective date of change. If End User does not send ClearConnect notification of their desire to terminate this agreement or uses the Service after the Change Date, End User is deemed to have accepted and consented to the change of terms and conditions of the Service. If End User does not consent to the change of service and terminates this agreement, End User will be responsible for any sums due hereunder in addition to any applicable Disconnection Fee. End User may request a Plan change at anytime, subject to any applicable change of service fee and additional terms and conditions. In no case will an activation fee be credited after thirty (30) days from the initial purchase of the Services for a Plan change or cancellation. For a Plan change to a plan that requires a purchase of the Equipment, an equipment charge will apply ClearConnect may decrease prices for the Services or Plans without providing any prior notice to End User.

TERMINATION. End User agrees to provide ClearConnect with thirty (30) days notice of termination. End User shall be responsible for the full monthly service fee for the month during which the notice of termination of service is provided to ClearConnect. ClearConnect reserves the right, at its sole discretion, to suspend, terminate or change the Services without advanced notice for any reason, including without limitation, misuse of the Services in any way, End User's breach of this Agreement, End User's failure to pay any sum due hereunder, suspected fraud or other activity by End

User that adversely affects the Services, ClearConnect, ClearConnect 's network or other End User's use of the Services. ClearConnect reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and End User agrees that ClearConnect 's determination is final and binding on End User. 8x8 may require an activation fee to change or resume a terminated or suspended account.

PRIVACY. ClearConnect utilizes the public Internet and third party networks to provide voice and video communication services. Accordingly, ClearConnect cannot guarantee the security of voice and video communications of End User. ClearConnect is committed to respecting an End User's privacy. Once End User chooses to provide personally identifiable information, it will only be used in the context of the End User's relationship with ClearConnect. ClearConnect will not sell, rent, or lease End Users' personally identifiable information to others. Unless required by law or subpoena or if End User's prior permission is obtained, ClearConnect will only share the personal data End User provides with other 8x8 entities and/or business partners that are acting on ClearConnect 's behalf to complete the activities described herein. Such ClearConnect entities and/or national or international business partners are governed by ClearConnect 's privacy policies with respect to the use of this data. As a publicly traded company, ClearConnect is required to file numerous reports with different administrative bodies. As such, ClearConnect may provide aggregate statistics about customers, sales and traffic patterns. None of these reports or statistics will include personally identifiable information. However, ClearConnect reserves the right to use personally identifiable information to investigate and help prevent potentially unlawful activity that threatens either 8x8 or any company affiliated with ClearConnect. Moreover, upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, ClearConnect may disclose personally identifiable information.

RETURNS AND ADJUSTMENTS. End User may return no Equipment for any reason without prior approval of ClearConnect. All returns shall be in original packaging or equivalent. End User shall be responsible for all costs related to shipping to ClearConnect any Equipment that is being returned. Any Equipment returned to ClearConnect without prior authorization for its return or proper packaging may be refused. In order to obtain an appropriate refund, upon cancellation End User must immediately obtain a return material authorization number from ClearConnect, return to ClearConnect any Equipment provided hereunder, undamaged and in good working condition, in its original packaging and with its original content or otherwise will be immediately responsible for paying to ClearConnect an amount equal to the fair retail price of the equipment minus any payments End User had previously paid specifically for said Equipment.

TECHNICAL SUPPORT. ClearConnect provides technical support to End Users via telephone and e-mail for the Services and the Equipment provided hereunder. Support for other applications and uses is not provided or implied.

BREACH. In the event of End User's breach of the terms of the Agreement, including without limitation, failure to pay any sum due hereunder, End User shall reimburse ClearConnect for all attorney, court, collection and other costs incurred by 8x8 in the enforcement of 8x8 ClearConnect 's rights hereunder and ClearConnect may keep any deposits or other payments made by End User.

INDEMNIFICATION. End User agrees to defend, indemnify and hold ClearConnect, its affiliates and its vendors harmless from any claims or damages relating to this Agreement.

DISCLAIMER OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL ClearConnect OR ITS VENDORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE SERVICES OR PRODUCTS PROVIDED HEREUNDER WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ClearConnect OR ITS VENDORS OR OTHERWISE.

WARRANTY AND LIABILITY LIMITATIONS ClearConnect MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER ClearConnect NOR ITS VENDORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO ClearConnect 'S OR END USER'S TRANSMISSION FACILITIES OR PREMISE EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF END USER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF ClearConnect's OR ITS VENDORS' NEGLIGENCE. ANY CLAIM AGAINST ClearConnect MUST BE MADE WITHIN 90 DAYS OF THE EVENT OF THE CLAIM OR 90 DAYS FROM THE TERMINATION OF SERVICE, WHICHEVER IS EARLIER AND ClearConnect HAS NO LIABILITY THEREAFTER. ClearConnect 'S LIABILITY IS LIMITED TO REPAIR, REPLACEMENT, CREDIT OR REFUND. ClearConnect MAY ELECT TO PROVIDE A REFUND IN LIEU OF CREDIT, REPLACEMENT OR REPAIR. ALL WARRANTIES COVER ONLY DEFECTS ARISING UNDER NORMAL USE AND DO NOT INCLUDE MALFUNCTIONS OR FAILURES RESULTING FROM MISUSE, ABUSE, NEGLIGENCE, ALTERATION, MODIFICATION, IMPROPER INSTALLATION, OR REPAIRS BY ANYONE OTHER THAN ClearConnect. IN NO EVENT SHALL ClearConnect 'S TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY END USER TO

ClearConnect IN THE PRIOR TWELVE (12) MONTHS FROM DATE OF CLAIM.

EXPORT COMPLIANCE. End User agrees to comply with Canadian and U. S. Export laws concerning the transmission of technical data and other regulated materials via the Services. End User agrees to comply with applicable local, provincial state and federal regulations governing the locality in which the Equipment and Services are used.

PHONE NUMBERS AND WEB PORTAL DISCONTINUANCE. Upon expiration, cancellation or termination of the Services, End User shall relinquish and discontinue use of any Numbers, voice mail access numbers and/or web portals assigned to End User by ClearConnect or its vendors.

SOFTWARE COPYRIGHT. Any software used by ClearConnect to provide the Services and copyright law and international treaty provisions protect any software provided to End User in conjunction with providing the Services. End User may not copy the software or any portion of it.

SURVIVAL. The provisions of section 5, 15, 16, 17, 18 and 21 shall survive any termination of the Agreement.

NOTICES. ClearConnect communicates with End Users primarily via email. Notices to End User shall be sent to the email address specified by End User at the time of registration for the Services or as subsequently specified by End User ("Email Address"). End User is responsible for notifying ClearConnect of any Email Address changes. End User agrees that sending a message to the Email Address is the agreed upon means of providing notification. Email is used to communicate important information about the Services, billing, changes to the Services and other information. The information is time-sensitive in nature. It is required that End User read any email sent to the Email Address in a timely manner in order to avoid any potential interruption in the Services provided hereunder.

FORCE MAJEURE (EVENTS BEYOND OUR CONTROL). ClearConnect shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of ClearConnect as may occur in spite of ClearConnect 's best efforts.

GOVERNING LAW / RESOLUTION OF DISPUTES.

Mandatory Arbitration. Any dispute or claim between End User and ClearConnect arising out of or relating to the Service or Equipment provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the Canadian Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Barrie, Ontario and shall be conducted in English. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. **CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.**

Governing Law. The Agreement and the relationship between you and ClearConnect shall be governed by the laws of the Province of Ontario and the Federal Government without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 26.1, End User and ClearConnect agree to submit to the personal and exclusive jurisdiction of the courts within the province of Ontario in the county of Simcoe, and waive any objection as to venue or inconvenient forum. The failure of ClearConnect to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. End User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

26. ENTIRE AGREEMENT. The terms and conditions of this Agreement constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services. This agreement shall be binding upon the heirs, successors, and assigns of ClearConnect and End User.