

SOFTROUTE CORPORATION TERMS OF SERVICE AGREEMENT

THE TERM Softroute AS USED IN THIS AGREEMENT SHALL INCLUDE SOFTROUTE CORPORATION AND ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, SERVANTS AND AGENTS, AND FOR THE PURPOSES OF SECTION 9 AND 10 ONLY ALSO INCLUDES ANY OTHER SERVICE PROVIDER, THAT FURNISHES SERVICES OR DEVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES. Your registration data and certain other information about you are subject to our Privacy Policy. For more information, see our full privacy policy at <http://www.vbuzzer.com/privacy.php>. Softroute may change this Agreement by posting a new version without notice to you. Use of the V-Buzzer Softphone software product and all future updated or upgraded programs furnished to you by Softroute (the "Software") after such change constitutes acceptance of such changes. Some product updates and upgrades are mandatory and will be so indicated. If you do not agree to such changes, you are deemed to have received notice of termination and must comply with section 8 of this Agreement.

1. PERMITTED USE

By accepting the terms of this Agreement, you represent to Softroute that you are at least 18 years old and Softroute hereby grants to you a worldwide, personal, non-transferable, non-sublicenseable and non-exclusive right to use the Software, solely in object code format, solely for your own personal purposes, solely on a single computer at any one time, solely in its supported form and solely with Softroute's service. This Agreement defines legal use of the Software, all updates and revisions.

2. RESTRICTIONS ON USE

You agree that you will not: (a) copy the Software except that you may make one copy of the Software solely for backup purposes; (b) assign this Agreement or transfer, lease, export or grant a sublicense of the Software or the license contained herein to any other party unless authorized by Softroute in writing; (c) network the Software or otherwise use it on more than one computer system at any one time; (d) reverse engineer, decompile or disassemble the Software or create derivative works or improvements from the Software or any portion thereof; (e) incorporate the Software into any computer chip or the firmware of a computing device manufactured by or for you, (f) use the Software except as authorized herein; and (g) permit third parties to use the Software in any way that would constitute breach of this Agreement. You further agree to keep confidential the user id, passwords and all other personal access information associated with your account, which are provided for your sole use. You hereby accept responsibility for all activity performed by you or anyone using your access information with or without your authorization.

THE SOFTWARE IS PROVIDED FOR PERSONAL USE ONLY. ANY COMMERCIAL USE OF THE SOFTWARE IS FORBIDDEN AND WILL RESULT IN IMMEDIATE TERMINATION OF THE SERVICE AT THE SOLE DISCRETION OF SOFTROUTE. USAGE PATTERNS INCONSISTENT WITH PERSONAL USE AS DETERMINED SOLELY BY SOFTROUTE WILL BE DEEMED COMMERCIAL USE.

3. ACCESSING 911 SERVICE.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE SOFTWARE DOES NOT SUPPORT TRADITIONAL 911 EMERGENCY SERVICES, SUBJECT TO THE LIMITED CAPABILITY DESCRIBED HEREIN. You also hereby acknowledge and agree with the 911 procedures as more particularly outlined below, as a condition of registration completion. By completing registration and activating service you acknowledge that you have read, understand and accept the 911 procedures as outlined below, and the limitations thereof, as compared with traditional 911 emergency service. You also

acknowledge that USE of the Software is subject to prior acceptance of the 911 procedures described herein.

911 and E911 service is NOT supported for non-subscription use of the Software or the "buzzout" subscription service (softphones that do not have an imbedded phone number but can call out only to regular phones). In the event of an emergency, "buzzout" subscribers must call 911 emergency services from a regular (PSTN) landline or cell phone only.

VOIP emergency services are provided by our telecom partners. As required by the Canada's telecom regulators, subscribers of "buzz and be buzzed" service (softphones with a regular phone number that can call and receive calls to/from any regular phone) will be connected to a Public Safety Answering Point (PSAP) with a live operator who will be able to assist with your situation, if you are in Canada. However, as this constitutes a basic 911 service the operator will NOT be aware of your location or phone number and thus you must provide the operator with this information.

Some service areas, as determined and provided by our telecom partners, offer an Enhanced 911 service which permits the transfer of the caller's name, phone number and address to the PSAP. Your phone number and address will also be displayed, subject to the address routing capabilities of the particular service area. Your address information is your registered location, often your billing address, and will be the address information displayed, if possible, to the PSAP. Failure to provide the current and correct information, including physical address, may result in incorrect routing to an emergency service provider.

You are reminded that our service can be taken with you wherever you take your computer and connect to the Internet. It is your responsibility to update your address when you are using the service from a location other than your registered address. These services work only within Canada and continental U.S.A., (except Alaska) and where provided by third party telecom partners. Without derogating from the foregoing, as Softroute relies on such third party telecom partners for the forwarding of call routing information, Softroute disclaims all liability or responsibility in the event that such information or routing is incorrect.

You may also experience busy signals or greater delays when accessing 911 services through VOIP compared to traditional 911 emergency services. This is due to current technical constraints of the technology.

A power systems failure may make your Softroute system inoperable including any 911 service capability. Under the circumstances of any power system failure, we recommend that you maintain an alternate means of accessing emergency services. 911 service may also not be available due to service outages, or suspension or termination of service, by third parties, including your ISP.

YOU AGREE TO NOTIFY ANY USER WHO MAY PLACE CALLS USING YOUR SERVICE, INCLUDING HOUSEHOLD RESIDENTS AND GUESTS WHO MAY BE PRESENT IN YOUR HOUSEHOLD, THAT 911 AND E911 DIALING IS NOT POSSIBLE WITH NON-SUBSCRIPTION USE OF THE SOFTWARE OR THE "BUZZOUT SERVICE". YOU ALSO AGREE TO NOTIFY ANY USER USING YOUR "BUZZ AND BE BUZZED SERVICE" THAT 911 EMERGENCY SERVICES ARE LIMITED AND TO EXPLAIN TO SUCH USER THE 911 PROCEDURES DESCRIBED HEREIN. WE RECOMMEND THAT YOU MAINTAIN AN ALTERNATE MEANS OF ACCESSING EMERGENCY SERVICES.

4. OWNERSHIP AND COPYRIGHT.

Softroute is the owner of all intellectual property rights in the Software, related written materials, logos, names and other support materials furnished with the Software. No title

to the intellectual property in the Software is transferred to you by this Agreement and all rights not expressly granted herein are reserved by Softroute.

5. USAGE.

The Software allows across-internet calling to other Software users. The Software with subscription services (buzzout) also allows calls to PSTN numbers. When enabled with a Softroute-provided PSTN phone number (buzz and be buzzed) it further allows users to call and receive calls from any PSTN phone. You are responsible for obtaining your own Internet connection and all related charges. All users who are not a part of a Softroute fee-based service and do not use their user id for a period of sixty (60) days, determined at Softroute's sole discretion, will have their user id cancelled. You must re-register with Softroute to resume using the service. Softroute accepts no responsibility or liability for the deletion or failure to store any related information.

6. BILLING AND PAYMENT.

You agree to provide Softroute valid and accurate payment information and keep this information up-to-date through the "My Account" area on our website. You must use one of our methods of payment for all fees and purchases. You are responsible for all charges incurred under your account, including all purchases applicable taxes, fees, and surcharges to your account made by you or anyone else. The method of billing is via prepaid accounts. Annual rate subscriptions will be billed once a year in advance. Usage based charges will be charged against your remaining balance. You will be notified when your remaining balance is nearing zero. All charges will be billed to your designated method of payment. You authorize Softroute to charge your selected payment method for the full amount of these charges. In the event we do not receive payment from your designated payer you agree to pay all amounts due upon demand by Softroute. You agree that you are responsible for all charges incurred prior to and including the date of membership cancellation or termination. Late payments will incur a fee of 18% per year (1.5% per month) charge and Service may be suspended, changed, or terminated at the sole discretion of Softroute. In the event of non-payment, cancellation or termination, all charges including but not limited to, subscription fees, usage-based charges, taxes, interest, purchases, and surcharges will become immediately due and payable.

7. NO WARRANTIES OR CONDITIONS.

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOFTROUTE DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE ERROR FREE. SOFTROUTE DOES NOT REPRESENT THAT THE SOFTWARE OR ANY DATA ACCESSED THEREFROM IS APPROPRIATE OR AVAILABLE FOR USE OUTSIDE CANADA OR THE CONTINENTAL UNITED STATES.

8. TERMINATION.

This Agreement is effective until terminated. You may terminate this Agreement at any time by removing the Software in its entirety from your computer and destroying all back-up copies of the software, and notifying Softroute of such actions. Softroute may terminate this Agreement without notice to you if you fail to comply with any of its terms. Any such termination by Softroute shall be in addition to and without prejudice to such rights and remedies as may be available, including injunction and other equitable remedies. Upon receipt by you of written notice of termination from Softroute, you shall immediately (a) cease using the Software; (b) destroy all copies of the Software in your possession. You must provide Softroute with a written confirmation that you have

complied with the foregoing, no later than 5 days after termination. The provisions of Sections 2, 3, 4, 6, 9 and 10 herein shall survive termination of this Agreement.

9. LIMITATION OF SOFTROUTE LIABILITY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT WILL SOFTROUTE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOST BUSINESS REVENUES, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, OR FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM OR BASED ON THE USE OF THE SOFTWARE OR THE SERVICES PROVIDED PURSUANT HERETO, INCLUDING THOSE ARISING BY REASON OF ANY SERVICE OUTAGE AND/OR INABILITY TO USE OR ACCESS 911 EMERGENCY SERVICES.

In respect of any claim, demand or action arising out of this Agreement against Softroute, whether based in contract or tort (including negligence), indemnity or otherwise, including a breach by Softroute of any of its obligations under this Agreement (whether or not a fundamental breach), your exclusive remedy shall be to receive from Softroute payment for actual and direct damages to a maximum aggregate amount equal to the lesser of one month's actual fees (calculated as the average of the previous 3 calendar months usage fees) and \$100.

These limitations and exclusions apply without regard to whether Softroute has been advised of the possibility of such damages, if such damages were reasonably foreseeable or if the damages arise from use or inability to use the Software and services, negligence, or any other cause.

10. INDEMNIFICATION.

You agree to indemnify and hold Softroute harmless from any claim or demand, including reasonable legal fees, made by any third party in connection with or arising out of your use of the Software, your violation of any terms or conditions of this Agreement (including those relating to accessing 911 service), your violation of applicable laws, or your violation of any rights of another person or entity.

11. MISCELLANEOUS.

This, including the Softroute Privacy Policy, and any amendments pertaining to updates and upgrades as issued from time to time, is the entire agreement between you and Softroute pertaining to your right to use the Software, and supersedes all prior or collateral oral or written representations or agreements related thereto. In the event that one or more of the provisions is found to be illegal or unenforceable, this Agreement shall not be rendered inoperative but the remaining provisions shall continue in full force and effect. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable herein. As used herein, the term "including" or "includes" means "including or includes without limitation".