

End User License Agreement (EULA) ScottB.ca Business and Residential phone

This End User License Agreement ("EULA" or "Agreement") is a legal agreement between you, the end user and representative of your employer, the customer indicated on the invoice for phone service (referred to as "you" or "the Customer") and ScottB.ca and Scott Bruder, and grants you certain rights to access and use the ScottB.ca phone service, applications, hardware devices (including stationary phones and portable hardware), technology, service, associated media, Supporting documentation and updates (collectively, "the Software").

REFULLY READ THE TERMS AND CONDITIONS OF THIS EULA BEFORE ACCEPTING. BY CHOOSING TO USE THE SERVICE YOU ACCEPT THE TERMS IN THIS AGREEMENT, YOU REPRESENT THAT YOU ARE OF LEGAL AGE AND HAVE THE CAPACITY AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND THAT YOU UNDERSTAND YOU ARE BOUND BY THE TERMS OF THIS AGREEMENT EACH TIME YOU USE THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. THESE TERMS AND CONDITIONS MAY BE UPDATED FROM TIME TO TIME. YOU ARE ADVISED TO CHECK FOR UPDATES AT www.scottb.ca/tos.html. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE PROHIBITED FROM USING THE SOFTWARE.

1. 9-1-1 SUPPORT PLEASE READ THE INFORMATION BELOW ABOUT 911 EMERGENCY SERVICE CAREFULLY. By using the ScottB.ca Software the Customer acknowledges and agrees to all of the information below regarding the limitations of using the Software for dialing 9-1-1.

The Customer acknowledges and understands that the Software Has been setup with the address of its original location setup with E9-1-1 (Enhanced 911) and additionally offers Basic 9-1-1 type service. With the Basic 9-1-1 service, anyone placing a 9-1-1 call from the Software will be routed to an emergency operator (an "Operator") and will have to provide their specific address/location. Once this information has been successfully provided to the Operator, the Operator will route the call to the appropriate Public Safety Answering Point (PSAP) corresponding to the provided address/location. Further, for Basic 9-1-1 service, the phone number and address designated by the Customer in the ScottB.ca records will be the location information passed on the local PSAP or local emergency dispatcher. Therefore, it is critical that the Customer, at time of activation and following any moves or location changes, provide correct and up to date address and contact information to ScottB.ca. 9-1-1 calls originating from an address or location outside of Canada or the United States cannot be routed to any PSAP or emergency service by the Operator.

ScottB.ca can only support Equipment or Software provided by or purchased from ScottB.ca for purposes of 9-1-1 emergency dialing with the PBX Services.

- If a roaming PBX Software user calls 9-1-1 he/she must be prepared to immediately inform the emergency services dispatcher of his/her location or the location of the emergency, if different. Should there be a service outage at the location where the Software is being used, including (but not limited to) power outage, network service outage, or suspension or disconnection of the PBX Services or the Software, it may prevent 9-1-1 dialing from working. For technical reasons associated with the possibility of network congestion with

the Software there is a possibility that a 9-1-1 call will produce a busy signal or will take longer to answer, as compared to traditional 9-1-1 calls. It is advised to have access to a secondary method of calling (a cellphone) For further clarification, when using the Software the PSAP or local emergency service dispatcher receiving the Customer's 9-1-1 call may not be able to capture and/or retain automatic number or location information. This means that the dispatcher may not the number physical location of the person who is making the 9-1-1 call. Therefore, users of the Software dialing 9-1-1 must immediately inform the dispatcher of their location (or the location of the emergency, if different). The user must ensure not to disconnect the line, as the dispatcher may not have a phone number to use for callback. If the user is unable to speak and describe the location, the emergency dispatcher may not be able to obtain the location information. If 9-1-1 is dialed and the receiver is then hung up, the call will be disconnected. The Customer acknowledges the nature and limitations of the 9-1-1 service and the Customer agrees that it must inform all users and potential users of the Software of these limitations of the Software in connection with 9-1-1 calls at the locations where the PBX system has been installed and at any remote locations connected to the Customers' PBX Services subscription.

- THE CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT SCOTTB.CA WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 9-1-1 USING THE SOFTWARE OR FOR ANY INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL DUE TO THE 9-1-1 DIALING CHARACTERISTICS AND LIMITATIONS LISTED HEREIN. THE CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SCOTTB.CA, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUCCESSORS, AFFILIATES, AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO THE CUSTOMER IN CONNECTION WITH THE PBX SERVICES, FROM ANY AND ALL INJURY, DEATH OR DAMAGE TO PERSONS OR PROPERTY, CLAIMS, LOSSES, FINES, PENALTY AND COSTS (INCLUDING SOLICITOR'S FEES) BY, OR ON BEHALF OF, THE CUSTOMER OR ANY THIRD PARTY OR USER OF THE SOFTWARE OR PBX SERVICES RELATING IN ANY WAY TO THE FAILURE OR OUTAGE OF THE SOFTWARE OR PBX SERVICES RELATED TO 9-1-1 DIALING. CUSTOMER IS ADVISED TO KEEP AN ANALOG LINE FOR SECURITY SERVICES IF DEDICATED CELLULAR IS NOT AVAILABLE. THIS ANALOG LINE SHOULD BE USED AS A BACKUP FOR 9-1-1 IN THE EVENT OF A SERVICE OUTAGE ON THE SOFTWARE OR PBX SERVICES, INCLUDING A SERVICE OUTAGE CAUSED BY POWER OUTAGE. ALL USERS SHOULD BE MADE AWARE OF THE LOCATION OF THE ANALOG PHONE OR WHO HAS A CELLULAR PHONE.

2. SOFTWARE a. Software license i. At the time of subscription, Customer shall receive or shall be entitled to download the Software. ii. Subject to the terms and conditions of the Agreement, ScottB.ca grants to Customer a non-exclusive, non-transferable, revocable, limited license to use the Software. iii. Customer shall have no right to transfer, assign or sublicense the Software. b. Restrictions on altering the Software or the code in any way Except as otherwise specified in this Schedule , the Customer may not: (i) copy the Software, other than one copy which is permitted as a backup; (ii) Modify or create any derivative works of any Software, service or documentation, including translation or localization (code written to published application programming interfaces or APIs); (iii) Sublicense or permit simultaneous use of the

Software by more than one user; (iv) Reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code for any Software ;(v) Redistribute, encumber, sell, rent, lease, sublicense, or use the Software in a timesharing or service bureau arrangement, or otherwise transfer the Software or any rights to the Software; (vi) Remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software; or (vii) Publish any results of benchmark tests run on any Software to a third party without SCOTTB.CA's prior written consent. c. Ownership of Software All right, title and interest in the copyright, patents and intellectual property rights in the Software or any part thereof remain with SCOTTB.CA. If the Customer's system or Internet connection does not meet minimum requirements, SCOTTB.CA is not responsible for any connection difficulties or delays, deficiencies, interruptions or related damages the Customer may have as a result. b. Installation The Customer is responsible for the download and installation of the Software. c. Third Party Software and Downloads i. SCOTTB.CA is not responsible for third party software downloads or hardware installed by the Customer which may alter the Software connection, the Customer's system configuration or which may prevent or alter internet connection, speed, or service or have any other impact on the Software. ii. SCOTTB.CA is not responsible for any spyware, malware or virus the Customer contracts on its system from using the internet or the World Wide Web. iii. SCOTTB.CA assumes no responsibility whatsoever for any internet or email or other connection software the Customer may run on its system. SCOTTB.CA assumes no responsibility for any damages that may result from the use of such software. 4. SUPPORT a. With respect to the Software, SCOTTB.CA will offer technical assistance and support at the discretion of ScottB.ca, unless otherwise stated. b. SCOTTB.CA will provide support for third party services, hardware, software, PC repair services, enhancements, upgrades or modifications that are not purchased, rented or licensed from SCOTTB.CA at standard servicing rates. c. SCOTTB.CA will not in any event be held responsible to correct or fix any problems or errors relating to or caused by the installation, configuration or modification of the Customer's equipment or system or any components thereof or to incur any costs related thereto. 5. ORDER OF PREFERENCE This SCOTTB.CA EULA forms

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