



Hosted PBX Services Agreement



Arbutel Services Inc. dba SKYWAY WEST Business Internet Services ("Skyway") shall provide to the Customer the managed services, Internet access services and the installation, lease, rental or sale of goods and equipment (collectively "Services") described in the customer orders attached hereto from time-to-time (the "Customer Order(s)"). The terms and conditions of this Agreement (including all schedules attached hereto, if any) shall apply to all Customer Orders. The schedules that may be attached hereto from time-to-time (the "Schedules") address terms and conditions that are specific to each individual service that SKYWAY may offer to the Customer. Each Customer Order will be associated with this Agreement and each Customer Order will become part of this Agreement. Each Customer Order shall include a detailed description of the Services to be provided pursuant to such Customer Order and the pricing applicable to such Services. In the event of any conflict between the terms and conditions contained in a Customer Order and this Agreement (including the Schedules), the terms and conditions in the Customer Order shall prevail. A Schedule or Customer Order may only be attached hereto, amended or modified by a written document signed by authorized representatives of SKYWAY and Customer.

1. TERMS OF SERVICE

(a) This Agreement shall be effective upon its execution by both parties. The term of each Customer Order issued hereunder shall begin from the 'date of installation' and end at the stated term listed in the Customer Order Form (12) (36) or (60) months. The term of each such Customer Order shall be automatically renewed, at the contracted rates then in effect, for consecutive one-month periods, unless terminated by either party by written notice given to the other party at least thirty (30) days prior to the end of the initial or renewal term then in effect. Any termination of this Agreement shall have the effect of terminating all Customer Orders issued hereunder.

(b) The Customer is responsible for how the Services are used, and must abide by SKYWAY's Acceptable Use Policy (AUP) found at www.skywaywest.com

(c) INTERNET ACCESS MATTERS

i. Internet Access service provided by an ISP other than SKYWAY must be dedicated to Hosted PBX and managed for optimum speed and access.

ii. For Internet Access provided by SKYWAY, Customers must abide by the SKYWAY Internet Access Terms and Conditions as set out at www.skywaywest.com/customer-terms-and-conditions/

(d) The Customer is responsible for how the Services are used. The Customer may not use the Services to deliberately crash SKYWAY's hardware and software utilized by SKYWAY to provide Services (the "System"), deliberately use large amounts of System resources, try to break security features or settings, or use the System to in any manner attack any other system.

(e) The Customer is responsible for maintaining security of their assigned account(s) on the System (if applicable), using non-trivial passwords and changing their password(s) every 40 days and/or when requested by SKYWAY.

(f) The Customer may not resell the Services or any part of the Services.

(g) The Customer may not use SKYWAY Services in any manner that contravenes and Canadian or Provincial regulation. This includes, but is not limited to, the transmission of copyrighted material, threatening or obscene material, or material protected by trade secret.

(h) Telephone Numbers, Email Accounts and Other Contact Information:

i. SKYWAY has the exclusive property rights to all direct inward dial (DID) telephone numbers provided to the Customer and Internet email addresses using SKYWAY's domain name and will use its best efforts to ensure that such numbers and addresses are not changed. ii. The account information and mail in an internet email account hosted by SKYWAY is considered property of the registered user of the account and it may not be transferred without the user's prior written permission. However, the Customer expressly gives SKYWAY the right to remove email addresses and delete stored email if the email account has been dormant for six months.

iii. SKYWAY provides email services permitting email to be stored on SKYWAY's mail systems. SKYWAY rejects POP email when the size of the mailbox exceeds 60 megabytes and rejects all email messages that exceed 30 megabytes.

iv. The Customer will advise SKYWAY of any changes in account contact information.

v. SKYWAY may list, at its discretion, the Customer's contact information in relevant directories.

vi. SKYWAY may use the Customer contact information to promote SKYWAY services, provide network status updates or other information SKYWAY deems of interest to the Customer.

vii. SKYWAY will not sell or distribute the Customer's contact information.

(i) 911 / E911 MATTERS

Licensee acknowledges, understands, and agrees that SKYWAY'S Voice Service is internet-based and therefore 911/E911 Services are different from traditional wireline-based services and are or may be only provided with certain services if specifically defined in Addendum(s), Exhibit(s), Schedules, Service Level Agreements (SLAs), License terms, Service Agreements, and attachments to this Agreement, and including other applicable Addenda, and applicable online Terms and Conditions, all of which are fully incorporated herein by reference. Further

information about the routing of SKYWAY VoIP 911 calls can be found at: <http://www.skywaywest.com/2016/04/911-emergency-services/>

(j) TOLL FRAUD

The Customer shall be responsible for all costs, expenses, claims or actions arising from calls the purpose or effect of which is theft or unauthorized usage of communications services or misleading or fraudulent communications of any nature (including, without limitation, communications intended to effect theft through unauthorized use of calling cards) and all unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like for which SKYWAY is billed that are passed through to the Customer for billing to Customer's customers (collectively, "Fraudulent Calls"). Customer shall not be excused from paying SKYWAY for any Services provided to Customer or any portion thereof on the basis that fraudulent calls comprised a corresponding portion of the Services. For clarity the Customer shall be responsible to manage the security of the system that permits access to voice mail, web portal, and remote phone features.

(k) AVAILABILITY OF ACCESS FACILITY

Customer acknowledges and agrees that Internet Access may be subject to the availability of access facilities between a serving central office and the End User's premises. In the event all or any portion of the access facility does not exist between a serving central office and the End User's premises, SKYWAY shall notify the Customer that additional access charges are necessary to build such access facility. Upon receipt of the Additional Access Charges Notification, the Customer shall notify SKYWAY in writing within thirty (30) days of whether (i) it wishes to incur the Additional Access Charges for SKYWAY to build the access facility; or (ii) whether it wishes to terminate the Service at the affected Site. In the event the Customer notifies SKYWAY in writing that it does not wish to pay the Additional Access Charges, the Customer may terminate the Service at the affected Site without Termination Fees. SKYWAY will not commence the build of the access facility until such time as SKYWAY receives notice in writing from the Customer that it accepts and approves the Additional Access Charges.

(l) ENTRANCE CONDUIT AND INSIDE WIRING

If the End User's telephone room is different than the building's main equipment room, the Customer is responsible to ensure inside wiring (including fiber if required), conduit, as well as the building lease is available (at no cost to SKYWAY) for SKYWAY to utilize in order to bring Service from the building's main equipment room to the End User's telephone room.

2. PAYMENTS

(a) Payment for Services shall be due and payable upon receipt of SKYWAY's invoice. Payment shall be made to SKYWAY at the address set forth on the invoice. Charges for a partial month will be prorated on the basis of a thirty (30) day month. All charges and amounts payable by Customer to SKYWAY under this Agreement shall be paid without set-off or abatement. SKYWAY shall bill the Customer monthly in advance for Services applied for in this contract and Service Modifications applied for including any applicable state/provincial sales tax or federal goods and services tax. Charges occurring monthly are billed in advance. A late payment charge, at a rate of 24% per annum or the highest lawful rate permitted by law, whichever is lower, shall be charged on any amount which is not paid to SKYWAY within thirty (30) days of its due date. SKYWAY may revise its prices in accordance with the terms governing pricing set forth below.

(b) Prices for Services subject to tariffs are subject to change consistent with applicable tariff restrictions and modifications. Prices for Inbound Toll or Outbound Long Distance calls terminating in the operating territories of North American independent telephone companies are subject to change at any time, and the pricing for these calls will be provided on request. SKYWAY's prices for all other Services are subject to change effective thirty (30) days after issuance of notice to Customer.

(c) If, after such time as Customer has agreed to the configuration of Services to be provided pursuant to a Customer Order, Customer requests that the agreed configuration be amended, Customer will be charged a one-time administration fee equal to 35% of the amount equal to SKYWAY's estimate of the aggregate of Customer's charges for a one month period applicable to such Customer Order.

(d) In the event that Customer terminates all or part of such Customer Order before the conclusion of the stated term, Customer shall be assessed an early termination charge. Such charge shall be the amount payable under the applicable Customer Order for the balance of the stated term and shall be payable as liquidated damages and not as a penalty. Customer shall also be subject to reasonable charges for removal and refurbishment of leased or rental equipment provided to Customer by SKYWAY. SKYWAY requires at least 30 days advanced written notice prior to month end for termination requests related to any Services (e.g., a termination request received on July 17th would result in a termination date of August 31st).

(e) Customer shall pay all goods and services, sales, use or other local, state/provincial and federal taxes, however designated (excluding taxes on SKYWAY's net income), imposed on or based upon the Services. Taxes will be separately stated on each invoice.

(f) Customer shall remain solely responsible for all charges incurred by Customer with other service providers prior to Customer's transfer to SKYWAY.

(g) Customer may dispute a charge by submitting written notice detailing the basis for such dispute within ninety (90) days following the date upon which Customer receives the invoice to which such dispute relates. The parties shall use their good faith efforts to resolve such disputes promptly. If Customer does not dispute an amount in an invoice within such ninety (90) day period, Customer shall have irrevocably and conclusively waived any rights it may have to dispute the amounts contained in such invoice.

(h) Title
All leased or rented equipment is and shall remain the property of SKYWAY or its Suppliers, and may be removed by SKYWAY after expiration, termination or default of this Agreement or any Customer Order. Customer shall not change or remove from the leased or rented equipment any insignia indicating ownership of the equipment. (i) Software Requirement
Any software sold or provided to Customer shall be subject to the license requirements of the software suppliers, and Customer agrees to comply with such requirements and shall indemnify and save harmless SKYWAY from all loss or damage arising from Customer's failure to comply with such requirements.

3. MAINTENANCE, REPAIRS and TROUBLESHOOTING

SKYWAY will maintain the equipment for which a Customer Order for maintenance services is issued. Customer agrees to allow SKYWAY's representatives access to the equipment at reasonable times. SKYWAY's baseline responsibilities for troubleshooting and repairs are outlined in the SKYWAY Troubleshooting Guide. Charges for advanced troubleshooting and LAN IT support services shall be those charges in effect at the time. Credit for downtime resulting from preventive maintenance, fault repair, power failures and other random occurrences within the full control of SKYWAY that preclude use of the equipment by Customer shall be limited to an allowance of one thirtieth (1/30th) of the monthly charges related to the affected equipment only, for each business day that such equipment is out of service beyond a period of twenty-four (24) hours from the time SKYWAY receives notice of such equipment failure. Maintenance of equipment will be performed between the hours of 8:30 am and 5:00 pm, Monday through Friday, excluding holidays. If SKYWAY performs maintenance during any other period at the request of the Customer or if such maintenance is required as a result of Customer's abuse or negligent use of the equipment, Customer shall be subject to an additional charge for such services. Customer shall maintain a safe working environment, in compliance with all applicable laws and regulations, at its premises in any location to be visited by SKYWAY representatives.

4. CUSTOMER CREDIT WORTHINESS and DEPOSIT

a) Customer authorizes SKYWAY and gives consent to SKYWAY under applicable privacy laws for SKYWAY to obtain credit information and bank and other financial references regarding Customer for the purposes of assessing Customer's credit worthiness.

b) SKYWAY reserves the right to require a non-interest bearing deposit from Customer at any time, in an amount equal to SKYWAY'S estimate of the aggregate of Customer's charges for a one-month period for each Customer Order. SKYWAY shall refund to Customer the deposit within thirty (30) days of the expiration or termination of the applicable Customer Order. SKYWAY reserves the right to and Customer acknowledges that SKYWAY has the right to deduct from such deposit any amount owed to SKYWAY by Customer as at the date of expiration or termination, including any amount owed as a result of Customer's default under this Agreement.

5. TERMINATION DUE TO DEFAULT BY CUSTOMER

Should Customer: (a) fail to pay an invoice within thirty (30) days after payment is due; (b) default in the performance of any of its obligations under this Agreement or any Customer Order; or (c) be dissolved or become insolvent, or subject to the appointment of a receiver or make an assignment for the benefit of creditors, or file a petition in bankruptcy or be subject to a petition in bankruptcy filed against it or cease to carry on business or be subject to distress or other proceedings on its property then, in any such event, SKYWAY may upon written notice to Customer, at SKYWAY'S sole discretion and in addition to other remedies available to it at law or in equity: (1) terminate this Agreement; (2) immediately terminate all Services to Customer; and (3) take immediate possession of all leased equipment and sell, dispose of, hold or use same. Customer shall be liable to SKYWAY for all expenses, including legal fees and expenses incurred in connection with any repossession or any action brought to enforce SKYWAY'S rights under this Agreement. No remedy of SKYWAY shall be exclusive of any other remedy, whether provided herein or available at law or in equity, but each shall be cumulative of all other remedies. A waiver of default shall not be a waiver of any other subsequent default.

6. ADDITIONAL PROVISIONS APPLICABLE TO LEASED OR RENTED EQUIPMENT

The following shall apply to any equipment leased or rented from SKYWAY or assigned by SKYWAY ("Assignor") to third-party leasing company:

(a) Lease or Rental Period
The lease or rental period shall begin on the date equipment is delivered to you and shall continue through the period specified in the applicable Customer Order and Rental Agreement. (b) Movement of Equipment, Additions and Changes
Leased or Rented equipment shall be moved only by SKYWAY or with the prior written approval of SKYWAY. Charges for moves, additions and changes shall be those charges in effect at the time, and list prices will be provided upon request.

(c) Upgrades, Modifications, Alterations and Attachments to Equipment
The Customer may request modifications to the Services ("Service Modifications") by submitting a request to your client representative. Service Modifications are charged in addition to the original contract, are subject to the same terms and conditions, and are renewed concurrently with the original contract. Customer may request that SKYWAY make model or feature changes to leased or rented equipment, provided that Customer agrees to pay SKYWAY'S then current pricing in effect for the new leased or rented equipment, based upon the length of the lease period and agrees to lease or rent the new equipment for, at a minimum, the remainder of the lease period in effect for the replaced equipment. Customer may also request that SKYWAY upgrade equipment owned by Customer provided that Customer agrees to pay SKYWAY'S then current pricing in effect for such upgrade. Customer shall not make any modifications, alterations, relocations or attachments to leased or rented equipment without the prior written approval of SKYWAY.

(d) Installation/Removal
Installation or removal of leased or rented equipment, modifications, relocations, alterations and/or attachments will be performed by SKYWAY between the hours of 8:30 am and 5:00 pm, Monday through Friday, excluding holidays. Unless otherwise stated in a Customer Order, installation and removal charges are not included in the monthly lease or rental charge for the leased equipment. Installation and removal charges shall be paid by Customer in accordance with SKYWAY'S then current pricing. Installation or removal at times other than those stated above shall be subject to an additional charge provided that such installation or removal occurs at the request of Customer.

(e) Return of Equipment
Upon termination of any lease or rental of equipment, Customer shall promptly return such leased or rented equipment to SKYWAY in the same condition as provided, normal wear and tear excepted.

(f) Risk of Loss, Damage or Theft
Customer shall bear the risk of loss or damage to, or theft of, the leased or rented equipment from and after the date of delivery until such time as the equipment is returned to SKYWAY. Customer shall indemnify and save harmless SKYWAY from and against any loss or damage to, or theft of, the leased equipment, unless such loss or damage is caused by the negligence of SKYWAY. Customer shall further keep the equipment free of all security interests, liens and encumbrances and indemnify and save harmless SKYWAY from and against any loss or damage in any way arising from a security interest, lien or encumbrance upon the title to the equipment, unless same is imposed by a creditor of SKYWAY. SKYWAY may require Customer to provide evidence of insurance in the form of a certificate of insurance.

7. ADDITIONAL SERVICES / EQUIPMENT

Customer may order additional Services at any time in accordance with SKYWAY'S then current pricing and such other terms as may then be applicable to such additional Services.

8. WARRANTIES, REMEDIES and LIMITATIONS

(a) SERVICES - SKYWAY warrants to Customer that Services will be performed in a workmanlike manner. SKYWAY's liability and Customer's remedy with respect to Services are limited to correction of such Services as are shown, to SKYWAY'S reasonable satisfaction, not to have complied with this warranty, provided that written notice of such non-compliance shall have been given to SKYWAY by Customer within thirty (30) days after such Services are performed. SKYWAY is the customer of record with all service carriers and is solely responsible for paying all charges billed by such carriers to SKYWAY, and retains all rights associated with the use of telephone numbers and access codes assigned to SKYWAY and provided to Customer.

(b) LEASED OR RENTED EQUIPMENT - Equipment leased hereunder, when installed, will be in good working order. SKYWAY's liability and Customer's remedy with respect to leased or rented equipment are limited to repair or replacement of such equipment, as determined by SKYWAY.

(c) GOODS - SKYWAY warrants to Customer that, at the time of delivery, new and/or remanufactured goods purchased hereunder will be free from defects in material and manufacture. SKYWAY's liability and Customer's remedy under this warranty are limited to the repair or replacement, as determined by SKYWAY, of goods or components thereof returned to SKYWAY which are shown, to SKYWAY'S reasonable satisfaction, to be defective, provided that written notice of the defect shall have been given to SKYWAY by Customer within thirty (30) days after delivery of such goods. If SKYWAY is authorized to grant to Customer a warranty provided by the manufacturer of the goods, such warranty shall be the exclusive warranty applicable to this Agreement. SKYWAY warrants that upon the purchase of new or remanufactured goods, it will convey good title to goods sold. SKYWAY's liability and Customer's remedy are limited to the removal of any title defect or, at the election of SKYWAY, the replacement of the goods or components which are defective in title.

(d) i. Desktop / eFAX - All software and services are provided "as is," and SKYWAY does not make any express or implied representations or warranties to you regarding the usability, condition or operation thereof. SKYWAY does not warrant that access to or use of the Desktop Fax Services will be uninterrupted or error-free, or that software or services will meet any particular criteria of performance or quality. SKYWAY expressly disclaims all implied

warranties, including without limitation, warranties of merchantability, title, and fitness for a particular purpose, non-infringement, compatibility, security or accuracy.

ii. Your use of SKYWAY Desktop Fax and all software and services is at your own risk. You assume full responsibility and risk of loss resulting from your downloading and/or use of files or other material (including all software) obtained either directly or indirectly from SKYWAY. You agree that SKYWAY will not be liable for damages (including consequential or special damages) arising out of your use or inability to use Desktop Fax or any other software and services, and you hereby waive any claims with respect hereto, whether based on contractual, tort, or other grounds, even if SKYWAY has been advised of the possibility of damages. The entire liability of SKYWAY and your exclusive remedy with respect to the use of the Fax software and services is limited to the Lesser of: (I) The amount actually paid by you for access to and use of the software or services in the month preceding the date of your claim or (II) CAD \$200.00. You hereby release SKYWAY from any and all obligations, liabilities and claims in excess of this limitation. iii. SKYWAY shall not be held liable in any way or by any means, either directly or indirectly, for any communications difficulties which could lead to the interruption of data delivery service to the customer's email address, pager, telephone or any other receiving devices or third-party data storage and/or delivery services. iv. You will not rely on any representation or warranty, expressed or implied, made by any person other than an authorized officer of SKYWAY, in evaluating the Desktop Fax service or any other services and/or products of SKYWAY.

(e) **EXCLUSIVE WARRANTIES and REMEDIES** - The express warranties set forth in this agreement are in lieu of, and SKYWAY hereby disclaims, any and all other express and/or implied conditions, representations or warranties including, but not limited to, conditions, representations or warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any conditions, representations or warranties arising from a course of dealing, usage, or trade practice. SKYWAY does not warrant that the service will be uninterrupted, error free, or completely secure. The remedies of Customer shall be limited to those expressly provided in this Agreement to the exclusion of any and all other remedies including, but not limited to, any obligation, liability, right, claim or remedy in contract, tort, product or strict liability, whether or not arising from SKYWAY'S negligence, actual or imputed. No agreement varying or extending the warranties, conditions, representations, remedies, or any limitations in this agreement shall be binding upon SKYWAY unless in writing signed by a duly authorized representative of SKYWAY.

(f) **LOSS OF DATA** - SKYWAY shall not be liable, under any circumstances, for any loss or damage to data.

9. INDEPENDENCE OF AGREEMENTS

In the event that Customer occupies leased office space, Customer's lease with the building owner ("Building Owner") is entirely separate and distinct from and independent of this Agreement. Consequently, this Agreement shall have no effect upon the rights and obligations relating to such lease, nor shall such lease have any effect upon the rights and obligations arising out of this Agreement. Customer acknowledges that Building Owner is not a party to this Agreement and has no obligation of any type with respect to the Services provided under this Agreement.

10. LIMITATION OF LIABILITY

a) SKYWAY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SKYWAY WILL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY CUSTOMER OR ANY OTHER PARTY (INCLUDING ANY SUBSCRIBERS TO OR USERS OF ANY SERVICES PROVIDED BY CUSTOMER), INCLUDING LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, OR SERVICE INTERRUPTIONS CAUSED BY SKYWAY'S OWN NEGLIGENCE OR OTHERWISE. SKYWAY EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OF THE INFORMATION PASSING THROUGH ITS NETWORK OR OVER THE INTERNET. USE OF ANY INFORMATION OBTAINED OVER THE SKYWAY NETWORK OR THE INTERNET IS AT CUSTOMER'S OWN RISK. IN NO EVENT SHALL SKYWAY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES. SKYWAY SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICE. IN NO EVENT WILL SKYWAY'S LIABILITY FOR ANY CLAIM (WHETHER IN TORT, CONTRACT, OR OTHERWISE) EXCEED THE MONTHLY FEE FOR THE INDIVIDUAL SERVICE(S) RELATED TO THE CLAIM IN THE ONE MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

b) **911/E911** - Licensee acknowledges and agrees that neither SKYWAY, its underlying Carrier(s), nor any other Third Parties involved in the Routing, Handling, Delivery or Answering of Emergency Services or in responding to Emergency Calls, nor their Officers or Employees, may be held liable for any claim, damage, loss, fine, penalty or cost (including, without limitation, attorney's fees) and Licensee hereby waives any and all such claims or causes of action, arising from or related to the provision of all types of Emergency Services to Licensee. Licensee further agrees and acknowledges that it is indemnifying and holding harmless SKYWAY from any claim or action for any caller placing such a call without regard to whether the caller is an employee or licensee of Licensee. Licensee agrees and acknowledges that any injury arising out of a lack or a misrouting of 911 calls, regardless of whether the call failed or was routed by a Public Safety Answering Point or an official Emergency Operator, is neither the fault nor liability of SKYWAY and Licensee holds SKYWAY and its Subsidiaries and Affiliates, as well as their respective

Officers, Directors, Managers, Employees and Agents harmless from any damages or liabilities. The limitations apply to all claims regardless of whether they are based on breach of contract, breach of warranty, product liability, Tort and other theories of liability.

911 Services Limitation Please Initial: _____

11. AGENCY

Customer hereby appoints SKYWAY as its agent for the procurement of Services, as required, and Customer agrees to execute any documents reasonably required pursuant to such agency relationship in a timely manner.

12. SUBCONTRACTING

SKYWAY may subcontract the performance of Services, as required, provided that such action shall not relieve SKYWAY of its obligations hereunder.

13. ASSIGNMENT

Either party may assign this Agreement with the prior written consent of the other; such consent shall not be unreasonably withheld. SKYWAY reserves the right to assign this Agreement without Customer's consent to any entity, which assumes the prospective obligations of SKYWAY hereunder. SKYWAY may also assign, without Customer's consent, the right to receive payments hereunder and Customer agrees not to assert against any such assignee any defenses or claims which it may have against SKYWAY.

14. NOTICES

All notices shall be in writing and addressed to the offices identified herein. SKYWAY will provide notice to the Customer at the address identified on the Customer Order by email, mail or facsimile and such notice shall be deemed to have been given three (3) days after mailing thereof by registered mail, postage prepaid, or on the day of delivery, if delivered by hand, email or facsimile. The Customer will provide SKYWAY notice by registered mail to 3644 Beach Avenue, Roberts Creek, BC V0N 2W2. Either party may change its notice address by notifying the other in writing.

15. EXCUSE OF PERFORMANCE

If SKYWAY'S performance of this Agreement, or of any of its obligations hereunder, is prevented or restricted by reason of damage, fire, explosion or other casualty, acts of God, acts of public enemies, embargo, delays of suppliers, acts of city, state /provincial, local or federal government in their sovereign, regulatory or contractual capacity, labor difficulties, strikes or any other circumstances beyond the reasonable control of SKYWAY, then SKYWAY, upon giving reasonable notice to Customer, shall be excused from such performance to the extent of such prevention or restriction, provided SKYWAY shall resume performance if such causes are removed or cease within a reasonable time. In the event that SKYWAY leases or has usage of space in a building in which Customer is located, and such lease or usage is terminated or SKYWAY'S right or ability, for whatever reason, to provide Services in the building is terminated, SKYWAY shall be excused from further performance upon notice to Customer and this Agreement shall thereupon be terminated, without any liability or obligation on the part of SKYWAY.

16. RIGHT OF ENTRY

SKYWAY shall have the right to enter upon Customer's premises, with reasonable notice except for emergencies or Customer's default, in order to perform its obligations or enforce its rights hereunder, without having any liability to Customer other than for direct damages resulting from SKYWAY'S negligence. In the event of default by Customer, SKYWAY may forcibly enter Customer's premises to the extent reasonably necessary, as determined by SKYWAY.

17. GENERAL

(a) If any term or terms of this Agreement or any Customer Order attached hereto shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms shall not, in any way, be affected or impaired thereby.

(b) Captions in this Agreement are for convenience of reference and shall not be deemed or construed in any way to limit or extend the language of this Agreement.

(c) This Agreement shall be governed by the laws of the Province of British Columbia for services that are installed and provided in North America.

(d) Any modification of this Agreement must be in writing and signed by authorized representatives of both parties.

(e) Waivers, to be binding, must be in writing and signed by the party whose right is waived. No waiver of the terms of this Agreement or failure by either party to exercise any option, right or privilege on any occasion shall be construed to be a waiver of the same on any other occasion.

(f) Terms of this Agreement that by their sense and context are intended to survive performance by either or both parties shall so survive the completion, expiration, termination or cancellation of this Agreement.

(g) Each party represents that it has full power and authority to enter into and perform this Agreement, that it knows of no impediment to its performance of this Agreement and that the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

(h) Customer acknowledges that a portion of the Services to be provided hereunder, may be subject to the regulatory authority of local, state/provincial and federal agencies and Customer



agrees, notwithstanding any other provision hereof, that: (a) any price, monthly lease charge or other charge set forth in Customer Orders hereunder will be subject to revision should any ruling of such agencies affect the provision of such Services, and (b) SKYWAY may unilaterally modify any Service offering, including cancellation thereof, to permit SKYWAY to comply with any ruling of such agencies.

(i) The parties agree that this Agreement and any Customer Orders attached hereto are the complete and exclusive statement of the agreement between the parties. Customer acknowledges that it neither has been induced to enter into this Agreement by, nor in any way relies upon, any statement or representation not specifically set forth herein. This Agreement supersedes all proposals or prior agreement, oral or written and all other communications between the parties relating to the subject matter of this Agreement and any Customer Orders attached hereto.

(j) Service in North America is provided by Arbutel Services Inc. dba Skyway Business Internet Services.

(k) The parties confirm that it is their wish that this Agreement, as well as any Customer Orders attached hereto, have been and shall be drawn up in the English language only.

(l) CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY IT. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

AGREED TO AND ACCEPTED BY:

CUSTOMER

Company: _____
Name: _____
Title: _____
Signature: _____
Date: _____

SKYWAY

Company: Skyway West Business Internet Services
Name: _____
Title: _____
Signature: _____
Date: _____