

Terms and Conditions: systems and installations

1. **INSTALLATION:** The System shall be installed at the premises of the Purchaser as indicated hereinabove. The Installation of the System in the said premises shall be in accordance with the prevailing specifications, at the time of installation, of the manufacturers of the equipment forming the components of the System and shall conform to the interim requirements prescribed by the Canadian Radio Television and Telecommunications Commission and Telecom Decision CRTC of August 15, 1980. NuEDGE shall use its best efforts to complete the installation of the System by the requested installation date but shall not be responsible for any delay beyond its reasonable control nor for any direct or consequential damages which may result from any delay in said installation. It shall be the Purchaser's responsibility and obligation to provide conduit and electrical outlets in accordance with the established standards of the Construction Code applicable in the jurisdiction where the installation takes place.

2. **POSTPONEMENT OF EQUIPMENT DELIVERY / INSTALLATION:** In the event the delivery date, or installation date, of the Equipment is delayed at the request of the Purchaser, the equipment shall be deemed to have been delivered or installed, whichever is applicable, on the originally scheduled date and NuEDGE shall be entitled to that payment which would then have been due. Should the Purchaser notify NuEDGE of his intention to delay, four (4) weeks prior to the originally scheduled date and provides a firm, alternative date, then the alternative date shall be deemed to have been the originally scheduled date and any payments due shall be due as of that date.

3. **AFTER-HOURS INSTALLATION:** In the event that, at the Purchaser's request, the Installation of the Equipment takes place substantially before or after normal business hours (the term "business hours" meaning Monday through Friday, 9:00 to 17:00 hours), then NuEDGE shall be entitled to charge the Purchaser the difference between NuEDGE's regular labor charges provided for in this Agreement and overtime labor charges which are equal to one and one half (1-1/2) times the regular labor charges, to a three(3) hour minimum.

4. **INSTALLATION ON STATUTORY HOLIDAYS:** In the event that, at the Purchaser's request, the Installation of the Equipment takes place on a statutory holiday, then NuEDGE shall be entitled to charge the Purchaser the difference between NuEDGE's regular labor charges which are provided for in this Agreement and double-overtime labor charges which are equal to two (2) times the regular labor charges, to a three (3) hour minimum.

5. **LOCATION OF SYSTEM:** The Purchaser undertakes to keep and operate the System in the premises where it was installed and shall not without the prior written consent of NuEDGE, remove the System or any part thereof from the premises even temporarily until full and final payment has been made to NuEDGE of the total purchase price, interest, costs and expenses due hereunder. The Purchaser shall provide NuEDGE, in writing, with the full legal name and address of its Landlord, if any, within 10 (ten) days of the Installation of the System.

6. **TITLE:** The soles and absolute ownership and title to the System shall remain with NuEDGE and will not vest in Purchaser until full and final payment has been made to NuEDGE of the total purchase price, interest, costs and expenses due hereunder; such title and ownership shall secure payment and performance of the Purchaser's obligations in virtue of the present Agreement. The System shall remain moveable or personal property despite attachment to immovable or real property and shall not become a fixture or an accession. The Purchaser shall allow NuEDGE to affix decals or other markings on the System to indicate NuEDGE's ownership, said decals or other markings to remain on the System until full and final payment of the total purchase price, interest, costs, and expenses due hereunder is made to NuEDGE.

7. The Purchaser shall not sell, transfer or assign the System and shall keep the System free and clear of all seizures and of all claims, liens, privileges, charges and encumbrances of any nature whatsoever until full and final payment of the total purchase price, interest, costs and expenses due hereunder is made to NuEDGE, In the event that the

Purchaser is not the owner of the premises where the System is installed, the Purchaser shall, upon request of NuEDGE, obtain such renunciation from its Landlord of any landlord's privilege, lien or rights of retention or seizure which its Landlord may otherwise have on or in respect of the System.

8. STANDARD PAYMENT TERMS: All arrears outstanding on account of the purchase price shall bear interest at the rate of two percent (2%) per month compounded monthly, for a total of twenty-four percent (24%) per annum, until payment in full.

9. FAILURE TO COMPLY: In the event that the Purchaser fails to pay the purchase price or any part thereof when due or if proceedings in bankruptcy or to appoint a receiver are instituted by or against the Purchaser or against the Purchaser's property or if the Purchaser commits any act of insolvency or allows the System to be encumbered in any way prior to the payment in full of the total purchase price, interest, costs and expenses due hereunder, then NuEDGE may, in its sole and absolute discretion, without demand and without any obligation to refund to the Purchaser any amounts received on account of the payment of same, which amounts are to be retained as liquidated damages and not as a penalty, take immediate possession, the Purchaser grants to NuEDGE the right to enter into and upon its premises to remove the System from same, the whole without prejudice to any and all other rights and recourses of NuEDGE. The Purchaser shall indemnify and hold harmless NuEDGE in respect of any and all damages caused to the said premises occasioned by any such removal. The rights and recourses of NuEDGE shall be cumulative and not alternative.

10. LIMITED WARRANTY: NuEDGE hereby warrants that the System shall operate in accordance with the original manufacturer's technical specifications for a period of 12 months from the date of the System cut-over. Any repairs or replacements connected with the relocation of the System or any other components thereof, any additions or removal of accessories, attachments or devices, any alterations to the System, any repairs or replacements necessitated by accidents, abuse, or improper operation of the System, any acts of third parties, force majeure or any use of accessories or devices other than those installed and approved by NuEDGE are hereby expressly excluded from the present limited warranty. There are no other warranties, expressed or implied, legal or conventional other than those expressly provided for in the present Agreement.

11. LIMITATION OF LIABILITY: NuEDGE shall not be liable under any circumstances for any repair, consequence, loss or damage of any nature whatsoever, whether director consequential, whether to the System or to the Purchaser, its employees, agents or representatives or to third parties which may result from or be related to the present Agreement, possession of, or any delay in the installation or maintenance of the System, including without restricting the generality of the foregoing, loss of profits, or revenue or business opportunities, additional operating or personal expenses, damage to property or injury to persons, including death, or any damages or losses incurred by the Purchaser as a result of any authorized or unauthorized long distance charges or any other direct or indirect charges resulting from an authorized or unauthorized access to the System or the telephone lines serving the Purchaser from either an on-site telephone extension or from any remote location or from any type of equipment.

12. MAINTENANCE: NuEDGE hereby agrees to offer the Purchaser the right to enter into NuEDGE's separate standard Extended Warranty Service Contract, upon the expiry of the warranty period, at NuEDGE's then prevailing maintenance rates.

13. RISK OF LOSS: The Purchaser shall assume the risk of loss or destruction of, or damage to, the System from the moment the System is delivered to the premises of the Purchaser or to the Installation premises and which is caused in any manner whatsoever, including, without limitation, by fire, explosion, theft or act of God and shall immediately notify NuEDGE of the occurrence of any such loss, destruction or damage. The Purchaser hereby agrees that at all times prior to the full and final payment of the total purchase price, interest, costs, and expense, keep the System, and each and every component thereof, insured against risk of theft, damage or destruction in the minimum amount of its full insurable value, such insurance to the name Purchaser and NuEDGE as the insured parties. The proceeds of such policy or

policies shall be payable firstly to NuEDGE to cover its damages, with the balance, if any, being payable to the Purchaser. Such insurance shall contain an endorsement by the insurer to the effect that no changes in the insurance coverage, nor cancellation, termination, expiration or lapsing thereof will be made or take place without at least thirty (30) days notice thereof to NuEDGE. The Purchaser shall provide NuEDGE with a copy of such policy or policies within thirty (30) days of the date of execution of the present Agreement.

14. TAXES: The Purchaser shall pay any and all applicable municipal, provincial, or federal sales, excise, service, or similar taxes which may be levied upon the sale transfer or installation of the System and shall indemnify and hold harmless NuEDGE against any and all claims, actions, liabilities, or damages suffered by NuEDGE as a result of the Purchaser's non-payment of any and all such taxes.

15. LANGUAGE: The parties acknowledge that they have expressly requested that this Agreement and all documents, notices, correspondence and legal proceedings consequent upon, auxiliary hereto, forming part hereof or resulting herefrom be drawn up in the English language. / Les parties reconnaissent qu'elles ont expressément exigée que le présent contrat ainsi que tous documents, avis, correspondance et procédures légales consécutifs a, ayant rapport avec, faisant partie ou découlant de ces présentes soient rédigées en anglais.