

Master Services Agreement

EPIK NETWORKS ("EPIK") shall provide to the Customer the managed voice services, internet access services and the 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 EPIK 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 EPIK and Customer.

1. TERMS OF SERVICE AND TERMINATION

(a) This Agreement shall be effective upon its execution by both parties. The term of each Customer Order issued hereunder shall be stated therein. The term of each such Customer Order shall be automatically renewed, at the annual rates then in effect or at rates specified by EPIK in a notice to Customer given sixty (60) days prior to the renewal date, for consecutive one year periods, unless terminated by either party by written notice given to the other party at least sixty (60) 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 Internet Access service is a dedicated service managed for optimum speed and access.

(c) The Customer is responsible for how the Services are used, and must abide by Epik's Acceptable Use Policy (AUP): <http://www.epiknetworks.com/Services/AUP.pdf>

(d) The Customer may not use the Services to deliberately crash the Epik management devices, (the "System") deliberately use large amounts of System resources, try to break any security feature or setting, 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 when requested by Epik.

(f) **THE CUSTOMER MAY NOT RESELL THE SERVICES OR ANY PART OF THE SERVICES.**

(g) Telephone Numbers, Email Accounts and Other Contact Information

(i) Epik has the exclusive property rights to all direct inward dial (DID) telephone numbers provided to the Customer and Internet email addresses using Epik's domain name and will use its best efforts to ensure that such numbers and addresses are not changed.

(ii) Internet email accounts (where applicable) are provided using Epik's domain name. The account information and mail is considered property of the registered user of the account and it may not be transferred without the user's prior written permission.

(iii) The Customer will advise Epik of any changes in account contact information.

(iv) Epik may list, at its discretion, the Customer's contact information in relevant directories.

(h) EMERGENCY SERVICES - 911 DIALING.

911 DISCLOSURE DURING SUBSCRIBE - Epik's 911 service is different from traditional wireline 911 and cellular/wireless 911, but it is a safe and reliable means of emergency dialing that may differ depending on where you are located. Epik customers have access to basic 911 service. With basic 911, when you dial 911, local emergency operators answering the call may not see your Epik telephone number or your registered address. The emergency center may not be equipped to receive, capture or retain your Epik telephone number and registered address, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is dropped or disconnected, or if you are unable to speak. If you do not have access to basic 911 for any reason, your 911 call will be sent to a national emergency call center, where a trained agent will ask for your name, telephone number, and location, and then transfer you to the local emergency center nearest to your location. We require you to provide the physical address where you will be using our service for 911 purposes. For basic 911, this address is used to route 911 calls to your local emergency center. When you initially provide your physical address, it can take up to 48 Hours to verify your address and activate 911 service at this address. If you move this device to another location, (i.e. your home), your 911 calls may be sent to an emergency center near your old address. If you change the address from which you use your Epik service, your access to 911 Service will change and will not work properly. Upon any move to a new address, or change of use of your Epik service, immediately advise your Epik Account representative or email Epik at care@epiknetworks.com. If you fail to advise Epik of any changes, this may adversely affect your ability to access 911 Service. Please note that our 911 Dialing service will not function in the event of a Telco connection or power outage or if your broadband, Internet Service Provider (ISP), or Epik phone service is terminated. EPIK shall not be liable, under any circumstances, for any failure to connect customer to 911 services.

(i) **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 Epik 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 Epik 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, webportal, and remote phone features.

2. PAYMENTS

(a) Payment for Services shall be due and payable upon receipt of EPIK's invoice. Payment shall be made to EPIK at the address set forth on the invoice. Charges for a partial month will be pro-rated on the basis of a thirty (30) day month. All charges and amounts payable by Customer to EPIK under this Agreement shall be paid without set-off or abatement. Epik 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 EPIK within thirty (30) days of its due date. EPIK 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 listed online at http://www.epiknetworks.com/Services/NA_HCNPA_Rates.pdf. EPIK'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 EPIK's estimate of the aggregate of Customer's charges for a one month period applicable to such Customer Order.

(d) In the event that following installation of equipment pursuant to a Customer Order, 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 EPIK. EPIK requires at least 30 days advanced written notice prior to month end for termination requests related to Additional or Enhanced Services (e.g., a termination request received on July 17 would result in a termination date of August 31).

(e) Customer shall pay all goods and services, sales, use or other local, state/provincial and federal taxes, however designated (excluding taxes on EPIK'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 EPIK.

(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, including, but not limited to, all wiring installed by or for EPIK, is and shall remain the property of EPIK, and may be removed by EPIK after expiration, termination or default of this Agreement or any Customer Order attached hereto. 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 EPIK from all loss or damage arising from Customer's failure to comply with such requirements.

3. MAINTENANCE, REPAIRS & TROUBLESHOOTING

EPIK will maintain the equipment for which a Customer Order for maintenance services is issued. Customer agrees to allow EPIK's representatives access to the equipment at reasonable times. EPIK's baseline responsibilities for troubleshooting and repairs are outlined in the EPIK 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 EPIK 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 EPIK 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 EPIK performs maintenance during any other period, and provided such maintenance is performed at the request of Customer or is required to be performed as a result of Customer's abuse or negligent use of the equipment, Customer shall be subject to an additional charge for such maintenance 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 EPIK employees.

4. DEPOSIT

EPIK reserves the right to require a deposit from Customer in an amount equal to EPIK's estimate of the aggregate of Customer's charges for a one-month period for each Customer Order attached hereto. EPIK shall refund to Customer the deposit, without interest, within thirty (30) days of the expiration or termination of the applicable Customer Order. EPIK reserves the right to and Customer acknowledges that EPIK has the right to deduct from such deposit any amount owed to EPIK 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. 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, EPIK may upon written notice to Customer, at EPIK's option 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 EPIK for all expenses, including legal fees and expenses incurred in connection with any repossession or any action brought to enforce EPIK's rights under this Agreement. No remedy of EPIK 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 EPIK or assigned by Epik ("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 EPIK or with the prior written approval of EPIK. Charges for moves, additions and changes shall be those charges in effect at the time of the move.

(c) Upgrades, Modifications, Alterations and Attachments to Equipment

The Customer may request modifications to the Services ("Service Modifications") by submitting a request via the Client Self Service Portal <http://support.epikip.net/>. Service Modifications are subject to the same terms and conditions as the original contract and are renewed concurrently with the original contract. Customer may request that EPIK make model or feature changes to leased or rented equipment, provided that Customer agrees to pay EPIK'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 EPIK upgrade equipment owned by Customer provided that Customer agrees to pay EPIK'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 EPIK.

(d) Installation/Removal

Installation or removal of leased or rented equipment, modifications, relocations, alterations and/or attachments will be performed by EPIK between the hours of 8:30 am. and 5:00 pm., Monday through to 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 EPIK'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 EPIK in the same condition as provided, normal wear and tear accepted.

(f) Risk of Loss

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 removed by EPIK. Customer shall indemnify and save harmless EPIK

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 EPIK. Customer shall further keep the equipment free of all security interests, liens and encumbrances and indemnify and save harmless EPIK 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 EPIK. EPIK 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 EPIK's then current pricing and such other terms as may then be applicable to such additional Services.

8. WARRANTIES, REMEDIES AND LIMITATIONS

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

(b) LEASED OR RENTED EQUIPMENT - Equipment leased hereunder, when installed, will be in good working order. EPIK'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 EPIK.

(c) GOODS - EPIK 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. EPIK's liability and Customer's remedy under this warranty are limited to the repair or replacement, as determined by EPIK, of goods or components thereof returned to EPIK which are shown, to EPIK's reasonable satisfaction, to be defective, provided that written notice of the defect shall have been given to EPIK by Customer within thirty (30) days after delivery of such goods. If EPIK 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. EPIK warrants that upon the purchase of new or remanufactured goods, it will convey good title to goods sold. EPIK's liability and Customer's remedy are limited to the removal of any title defect or, at the election of EPIK, 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 EPIK DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO YOU REGARDING THE USABILITY, CONDITION OR OPERATION THEREOF. EPIK 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. EPIK 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 EPIK 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 EPIK. YOU AGREE THAT EPIK WILL NOT BE LIABLE FOR DAMAGES (INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING OUT OF YOUR USE OF OR INABILITY TO USE Desktop FAX OR ANY OTHER SOFTWARE OR SERVICES, AND YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF EPIK HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE ENTIRE LIABILITY OF EPIK AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE FAX SOFTWARE AND SERVICES OR ANY BREACH OF THIS AGREEMENT ARE LIMITED TO THE LESSOR OF: (i) THE AMOUNT ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE SOFTWARE OR SERVICES IN THE FOUR (4) MONTHS PRECEDING THE DATE OF YOUR CLAIM OR (ii) U.S.\$500.00. YOU HEREBY RELEASE EPIK FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION. SOME JURISDICTIONS DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED OR MODIFIED OR LIABILITY TO BE LIMITED, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.

iii. EPIK SHALL NOT BE HELD RESPONSIBLE IN ANY WAY OR BY ANY MEANS, EITHER DIRECTLY OR INDIRECTLY, FOR ANY COMMUNICATIONS DIFFICULTIES OUTSIDE OF EPIK'S CONTROL 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 EPIK, IN EVALUATING THE DESKTOP FAX SERVICE OR ANY OTHER SERVICES AND/OR PRODUCTS OF EPIK.

(e) EXCLUSIVE WARRANTIES AND REMEDIES

THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND EPIK 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. EPIK DOES NOT WARRANT THAT THE SERVICES 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 EPIK'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 EPIK UNLESS IN WRITING SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF EPIK.

(f) LOSS OF DATA - EPIK 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. Customer agrees that any cessation or interruption of Services or any breach of this Agreement by EPIK shall not constitute a default or constructive eviction by Building Owner. CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS THE BUILDING OWNER OR ANY BUILDING MANAGER ACTING ON BEHALF OF THE BUILDING OWNER, FROM ANY CLAIM CUSTOMER MAY HAVE AGAINST EPIK ARISING FROM THIS AGREEMENT AND FROM ANY CLAIM CUSTOMER MAY HAVE ARISING OUT OF THE PROVISION (OR LACK THEREOF) OF SERVICES. Customer agrees that Building Owner or any building manager acting on behalf of the Building Owner, shall receive the benefit of such promises and covenants.

10. LIMITATION OF LIABILITY

EPIK MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EPIK 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. EPIK 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 EPIK NETWORK OR THE INTERNET IS AT CUSTOMER'S OWN RISK. IN NO EVENT SHALL EPIK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES. EPIK SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICE. IN NO EVENT WILL EPIK'S LIABILITY FOR ANY CLAIM (WHETHER IN TORT, CONTRACT, OR OTHERWISE) EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICE IN THE PRIOR FOUR (4) MONTHS.

11. AGENCY

Customer hereby appoints EPIK 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

EPIK may subcontract the performance of Services, as required, provided that such action shall not relieve EPIK 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. EPIK reserves the right to assign this Agreement without Customer's consent to any entity which assumes the prospective obligations of EPIK hereunder. EPIK 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 EPIK.

14. NOTICES

All notices shall be in writing and addressed to the offices identified herein. Notices 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. Either party may change its notice address by notifying the other in writing.

15. EXCUSE OF PERFORMANCE

If EPIK'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, labour difficulties, strikes or any other circumstances beyond the reasonable control of EPIK, then EPIK, upon giving reasonable notice to Customer, shall be excused from such performance to the extent of such prevention or restriction, provided EPIK shall resume performance if such causes are removed or cease within a reasonable time. In the event that EPIK leases or has usage of space in a building in which Customer is located, and such lease or usage is terminated or EPIK's right or ability, for whatever reason, to provide Services in the building is terminated, EPIK 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 EPIK.

16. RIGHT OF ENTRY

EPIK 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 EPIK's negligence. In the event of default by Customer, EPIK may forcibly enter Customer's premises to the extent reasonably necessary, as determined by EPIK.

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 Ontario for services that are installed and provided in Canada and State of California for services installed and provided in USA.

(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) EPIK may unilaterally modify any Service offering, including cancellation thereof, to permit EPIK 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 the United States is provided by Epik Networks (US), Inc., and in Canada by Epik Networks, Inc., Epik Networks (Vancouver) Inc., and Epik Networks (Quebec).

(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. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tous avis, cédules et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.

(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.

Company: _____

Name: _____

Sign: _____

Date: _____

Accepted By Epik Networks

By: _____ Date: _____