



Service Agreement

THIS SERVICE AGREEMENT (the "Agreement") made as of the 4 day of
March, 2010.

BETWEEN:

VIRTUTONE NETWORKS INC., a corporation incorporated under the laws of the Province of Alberta and having its head office at 305 - 9425 94th Ave, Fort Saskatchewan, Alberta. T8L 1N6

("Supplier", "we", "us" or "our")

OF THE FIRST PART

CASH STORE FINANCIAL SERVICES INC., a corporation incorporated under the laws of the Province of Alberta and having its head office at 17631 - 103rd Ave, Edmonton Alberta T5S 1N8

("Company", "you" or "your")

OF THE SECOND PART

WHEREAS capitalized terms in these recitals have the meanings stated below;

AND WHEREAS Supplier is engaged in the development, design, and provision of the Services;

AND WHEREAS Company is desirous of obtaining and using the Services for its head office and its Stores worldwide.

NOW THEREFORE in consideration of the respective covenants and agreements of the Parties contained herein, the sum of one (\$1.00) dollar now paid by each Party hereto to the other Party hereto, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto), the Parties agree as follows:

1.0 Definitions

1.1 "911 Services" means the information found in Schedule "D", attached to this Agreement.

1.2 "Affiliate" means an entity controlling, controlled by, or under common control with, directly or indirectly, a Party to this Agreement.

1.3 "Average Traffic" means the reasonable and mutual assessment of common traffic patterns and standard traffic profiles seen on the Virtutone Network.

1.4 "Effective Date" means the date this Agreement is in effect, which is the date upon which the last Party signs.

1.5 "Fees" means the fees and other charges to be paid to Supplier by the Company as set forth in Schedule "A" and any Work Order Form.

1.6 "Network" means the telecommunications and data network(s) used by Supplier to provide services for carriage of Customer's traffic or for other Services under this Agreement.

1.7 "Work Order Form" means the document set out in Schedule "B", attached to this Agreement, which shall be used by you to order additional services or capacity for existing or new Stores after the Effective Date. The terms of this Agreement shall apply to all Order Forms.

1.8 "Parties" means both Company and Supplier, and "Party" means either Company or Supplier.

1.9 "Term" means the term of this Agreement as set out in Section 3.0.

1.10 "Service Level Agreement" means the information found in Schedule "C", attached to this Agreement.

1.11 "Services" means the Fax over Internet Protocol ("FoIP") and Voice over Internet Protocol ("VoIP") services and related equipment provided by Supplier to Company under this Agreement, with the details of such services and related equipment being set out in the Statement of Work. Services shall also mean the services and related equipment provided by Supplier to Customer pursuant to any Order Form, and as set out in the Service Level Agreement, and includes the 911 Services.

1.12 "Statement of Work" means the information found in Schedule "A", attached to this Agreement.

1.13 "Store" means a branch facility owned by Company that operates either under the name "The Cash Store" or "Instaloans", and that is governed by the terms and conditions of this Agreement.

2.0 Services

2.1 In consideration of Company paying Supplier the Fees and abiding by the terms and conditions of this Agreement, Supplier agrees to provide the Services to Company.

2.3 The parties agree to the terms of the Service Level Agreement and the same represents Supplier's sole obligation and liability and Company's sole recourse with respect to the availability of the Services.

3.0 Term and Termination

3.1 Except as otherwise agreed to by the Parties on an Order Form with respect to the Services ordered on that Order Form, the initial term of the Agreement shall be for a period of three (3) years from the Effective Date, and shall end on the three year anniversary thereof, at which time it shall renew on a month to month basis unless the Company provides thirty (30) days prior written notice to Supplier of its

intent to not renew the Agreement at the end of the current term at which time the Agreement will expire (the "Term").

3.2 Either Party may terminate this Agreement or any Services or both immediately on thirty (30) days notice, if the other Party: (i) is the subject of a bankruptcy order, becomes insolvent, makes any arrangement or composition with or assignment for the benefit of its creditors, goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, has a receiver or administrator appointed over its assets, or if the equivalent of any such events, under the laws of any relevant jurisdiction, occurs to the other Party; (ii) commits a material breach of this Agreement, which is capable of remedy, and fails to remedy the breach within thirty (30) days' written notice to do so; or (iii) commits a material breach of this Agreement which cannot be remedied. In addition, we may terminate this Agreement or any Services or both, in accordance with Section 4.5 if you fail to make any payment in accordance with Section 4.0 having been given thirty (30) days' written notice of such nonpayment.

4.0 Charges and Payment

4.1 Company shall pay Supplier the fees for services rendered.

4.2 Company will pay all sums due and owing to Supplier promptly upon receipt of an invoice therefor. All invoices will be submitted to the company with appropriate supporting documentation on a monthly basis. All undisputed amounts on invoices shall be paid by the company thirty (30) days from the date of the invoice, unless otherwise agreed upon in writing. Should the company reasonably dispute an invoiced amount, the company must notify the supplier of the amount in dispute before the payment due date for that invoice, setting out the nature of the dispute, including (i) the date and number of the disputed invoice, (ii) the amount in dispute, (iii) the reason for the dispute and (iv) supporting documentation, as appropriate. Alternatively, you may pre-pay for Services at the time the Agreement or any Order Form is signed by the Parties.

4.3 The company also agree to reimburse the supplier for reasonable and substantiated travel and living expenses only for which funding was authorized by the company in the Statement of Work or any Order Form.

4.4 If the company fails to pay to the supplier any undisputed fees as and when such Fees are due: (i) the company will pay interest on any such fees at a rate equal to the lesser of 2.0% per month or the maximum rate permitted by Law, from the date such fees are due; (ii) we may terminate this Agreement or any Services or both.

4.5 In addition to agreeing to the payment of Fees, the company agrees to a Monthly Usage/Volume commitment or guarantee (the "MUG Amount"). The MUG Amount is a minimum obligation of Company to pay the Supplier ████████ per Store per month for the Term of this Agreement. For the purposes of the MUG Amount, the minimum number of Stores in Canada shall be 460.

5.0 Communications, Administration and Notices

5.1 The contact information for the Parties with respect to this Agreement is as follows:

	Supplier	Company
Technical Contact	Shawn Lawrence slawrence@virtutone.com 780-702-5777 ext 102	Mike Fryer Mike.fryer@csfinancial.ca 780-408-5111

	Cell. 780-982-4561	Cell 780-884-1048
Administration Contact	Jason Allen jallen@virtutone.com 780-702-5777 ext 101 Cell 780-235-4100	Stacy Shenfield Stacy.shenfield@csfinancial.ca 780-732-5690 Cell 780-909-0737

5.2 Any 30 day notice under this Agreement will be deemed to be given if in writing and delivered in person, by overnight delivery service, by facsimile transmission (receipt confirmed), by e-mail (with acknowledgement receipt provided by recipient) or five business days after such notice is mailed (postage prepaid, registered or certified mail, return receipt requested) and addressed to the recipient party at its address set forth below. The parties may change the addresses on prior written notice.

	Supplier	Company
Address for Notice	Virtutone Networks Inc. 305 – 9425 94 th Ave Fort Saskatchewan, Alberta T8L 1N6 Tel. 780-702-5777 Contact: Jason Allen Phone: 780-702-5777 Email: jallen@virtutone.com	Cash Store Financial Services Inc. Registered Address: 17631–103 rd Ave, Edmonton, Alberta T5S 1N8 Tel: 780-408-5110 Contact Name: Stacy Shenfield Phone: 780-732-5690 Email: stacy.shenfield@csfinancial.ca

6.0 Warranty and Limitation of Liability

6.1 The supplier warrants that we will (i) at all times provide the Services in compliance with all laws and regulations applicable to the provision of the Services by us to you; and (ii) perform the Services with commercially reasonable skill and care and in a workmanlike manner and will use commercially reasonable efforts to restore Services in case of failure and will use certified technicians. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE MAKE NO WARRANTIES, CONDITIONS OR GUARANTEES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTIES OR CONDITIONS THAT THE SERVICES WILL MEET COMPANY'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE PROVIDE NO WARRANTY OR CONDITION THAT THE SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION.

6.2 IN NO EVENT WILL SUPPLIER OR THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, COMPENSATORY OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, WRONGFUL DEATH, DAMAGES FOR LOSS OF PROFITS, LOSS OF USE OR ECONOMIC LOSS, ANY INTERRUPTION OF BUSINESS OR RELATED LOSSES OR EXPENSES, OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 SERVICES (AS DESCRIBED IN SECTION 14.0) OR TO OTHERWISE OBTAIN EMERGENCY HELP, OR ANY LOSS OF

ANTICIPATED SAVINGS, LOST OPPORTUNITY, GOODWILL, REVENUE OR DATA INCURRED OR SUFFERED BY YOU.

6.3 Except for any liability we may have (i) for death or personal injury caused by our negligence or (ii) under Section 7.2 below in respect of claims of infringement of third party intellectual property rights, in no circumstances shall we, our Affiliates, agents or any other service provider who furnishes Services to you in connection with this Agreement, be liable for any of the following, even if informed of the possibility thereof and regardless of the form of action, whether in contract, warranty, strict liability or tort, including, without limitation, negligence of any kind, active or passive: (a) third party claims against you for damages; (b) any loss, damage, delay or Services failure attributable to any party other than us or our Affiliates, agents or any other service provider who furnishes Services to you in connection with this Agreement; or (c) failure of your equipment or applications or their inability to work with the Services.

6.4 No action or proceeding against either Party may be commenced by the other Party more than two (2) years after the Services which are the basis for the action or proceeding are rendered, and the Parties acknowledge that this limitation constitutes an express waiver of any rights under any applicable statute of limitations which would otherwise afford additional time for such a claim.

6.5 Supplier warrants all products sold by Supplier in connection with the Services ("Products") to be free of defects in material and workmanship, subject to the following conditions. The duration of Supplier's warranty with respect to the Products is limited to one (1) year from the date of sale to the original consumer purchaser. No other express warranties are made with respect to any Product. All implied warranties, including warranties of merchantability and fitness for a particular purpose are limited to the warranty period set forth above. This warranty is not transferable and applies only to the original consumer purchaser of the Product. Supplier will, as its sole obligation under this warranty, replace or repair, at its option, any Product that does not conform to this warranty. Under no circumstances will Supplier be liable for any incidental or consequential damages under this warranty or any implied warranties. Supplier will not be responsible for damage resulting from any (i) deviation from Supplier's operating instructions as printed in Supplier's installation manual or on any packaging, labels or other literature provided with a Product, (ii) installation of a Product in a manner which is inconsistent with Supplier's written instructions, (iii) alteration or modification of a Product, (iv) misuse, (v) neglect, (vi) abuse, (vii) accident, (viii) normal wear and tear, (ix) service by anyone other than a Supplier authorized repair facility, or (x) other improper application, installation or operation of the Product.

7.0 Indemnity

7.1 Each Party shall indemnify and hold harmless the other Party against any claims from any and all third parties, and for payment of any costs, fees, liabilities, damages or penalties, to the extent such claims arise as a result of non-compliance by the indemnifying Party with its obligations under this Agreement (including but not limited to your use of the Services in any manner inconsistent with the terms of this Agreement), provided that neither Party shall have any obligation to indemnify the other Party for any claims for which (if brought directly by the other Party) liability is excluded under Section 6.0 above.

7.2 If you notify us of any claim or suit against you alleging that any Service infringes any copyright, patent, trademark or trade secret in the jurisdictions where the Service is provided to you, we will, at our option (i) defend or settle, at our own expense, such claim or suit (including by assertion on your behalf of any license, right to use, or indemnity granted to us), (ii) procure a license sufficient to continue providing the Service to you (including your use thereof), or (iii) terminate the applicable Service, and in addition to taking one or all of the actions in sub-sections (i), (ii) and/ or (iii), we will also pay all costs and damages that (a) may be payable upon settlement of such claim provided we have expressly approved

such settlement or (b) by final judgment may be assessed by a court of competent jurisdiction against you due to such infringement. Our obligations under this Section 7.2 are expressly conditioned upon the action not arising from: (i) the unauthorized modification of a Service by you or a third party; (ii) our modification of a Service in accordance with your specific instructions; (iii) infringing items of your or a third party's origin, design or selection; or (iv) the operation, combination or use of a Service, without our prior written consent, with products or services provided by you or third parties.

8.0 Network Maintenance

8.1 The Supplier may, upon such notice as is reasonably practicable under the circumstances, perform mutually agreed to scheduled or emergency maintenance (including temporary suspension of Services as necessary) to maintain or modify the Network or any network terminating equipment (including software), which is owned by us or our suppliers, and installed at your premises to enable you to utilize the Services.

8.2 If your traffic is negatively impacting our Network, we may temporarily suspend those specific Services to determine what is causing the impact. The services will be restored as quickly as possible, once the problem has been identified and resolved.

8.3 We must be able to respond to complaints by governmental authorities, affected parties and other service providers. When feasible, we shall provide you with written notice via e-mail or otherwise of any violation of this Agreement so that such violation may be corrected without impact on Services. We reserve the right, however, to act immediately and without notice to suspend or terminate Services in response to a court order or government notice that certain conduct must be stopped or when we reasonably determine that: (i) we may be exposed to sanctions or prosecution; (ii) a violation may cause harm to or interfere with the integrity or normal operations or security of our Network or networks with which we are interconnected, or interfere with other use of our Services; or (iii) a violation otherwise presents imminent risk of harm to us or our customers or their respective employees. In other situations, we will use reasonable efforts to provide, at least thirty (30) business days notice before suspending or terminating Services.

9.0 Intellectual Property

9.1 We hereby grant to you, and you hereby accept, subject to the terms and conditions of this Agreement, a personal, fully-paid, royalty-free, worldwide, non-exclusive, non-transferable license during the term of this Agreement to use certain software (the "Software") and related documentation (the "Documentation") which may be furnished to you under this Agreement. You may only use the Software and Documentation for your own internal business purposes in connection with the Services.

9.2 You shall take all reasonable steps to ensure that no unauthorized use of the Software occurs.

9.3 We shall deliver to you one copy of the Software suitable for installation as well as one copy of the Documentation. No source code to the Software will be provided.

9.4 Other than installing a single copy of the Software on a single computer owned by you, you shall not make any copies of the Software for any purpose whatsoever. Further, you shall return the Software and

Documentation to us at the conclusion of the Term of the Agreement or on termination as set out in Section 3.0.

9.5 Title to and ownership of all intellectual property in the Services, and in particular the Software and Documentation, shall at all times remain with us, and you shall not have any right, title or ownership interest therein except the right to use the Software as provided herein.

9.6 Neither Party will publish or use any advertising, sales promotions, press releases or other publicity which uses the name, logo or trademarks of the other Party without the prior written approval of the other Party.

9.7 You agree that Supplier may issue a press release relating to the subject matter of this Agreement, upon both Parties signing this Agreement, and that the text of any such press release will be mutually agreed upon by the Parties.

10.0 Confidential Information

10.1 "Confidential Information" shall mean any information of Supplier or the Company and includes, without limitation, any financial, business, marketing, technical and scientific information, trade secrets, processes, designs, data, formulae, plans, prototypes, specifications, know-how, improvements, inventions (whether patentable or not), manufacturing techniques, business opportunities, future plans relating to the Services provided to you, as well as the nature of certain work projects to which you are exposed and the identity of persons working on those projects, and other information whether or not related to or arising from the activities contemplated in this Agreement and whether disclosed verbally or otherwise. Notwithstanding the forgoing, Confidential Information shall not include any information that: (a) is in the public domain without such disclosure being a result, directly or indirectly, of a breach of this Agreement; or (b) was previously known to you, reasonable proof of which lies upon you; or (c) was received by you from a source (other than us) and you did not know or could not have reasonably known that such information was subject to obligations of confidence.

10.2 The Company and the Supplier shall keep the Confidential Information in strict confidence and shall not disclose, either directly or indirectly, any Confidential Information to any third party, and shall not use any Confidential Information in any manner except for the purposes of using the Services in accordance with this Agreement.

10.3 The Company and the Supplier shall not at any time disclose the Confidential Information to any person, except your respective employees, agents and permitted subcontractors having a specific need to know in performance of their work and who have been informed of the obligations under this Section 10.0 and have agreed to be bound thereby. You shall take steps no less rigorous than those you take to protect your own similar proprietary information, but in any event no less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information.

10.4 Promptly after the termination or expiration of this Agreement, you will return to us all of the Confidential Information, and all derivatives thereof, or, if so requested by us, certify in writing that all copies of the Confidential Information have been destroyed.

11.0 Regulatory Matters

11.1 You acknowledge that the Services provided by us will be subject to laws and regulatory rules in one or more jurisdictions. We undertake to comply with all applicable laws governing the provision of the Services to you, and accordingly, may cancel or suspend the provision of any Service, or portion thereof, upon reasonable notice to you if the provision of that Service, or any portion or element thereof, is determined to be a violation of any applicable law or regulation or of our license in any jurisdiction, or is no longer permitted under any of the same. In these circumstances, we will make reasonable efforts to restore the Service, or to provide a functionally equivalent substitute Service that is permitted under any applicable law or regulation or under our license(s). Any pricing terms for a functionally equivalent substitute Service will be separately negotiated and will be in accordance to the pricing of this agreement.

11.2 If and to the extent that any Services are subject to any applicable export laws and regulations, the Company agrees that you will not use, export, directly or indirectly, re-export, divert, distribute, transfer or transmit any portion of the Services except in compliance with such export laws and regulations (or licenses or orders issued pursuant thereto).

12.0 Company Obligations

12.1 In addition to your obligation to pay the Fees for the Services, and your other obligations set out herein, you agree:

- a) to provide equipment and facilities required to support the Services' configurations and to connect to the Services at your interface;
- b) to ensure that all of your equipment which is connected to the Services performs according to the applicable manufacturer's published technical specifications and applicable interface specifications as defined for the Services. The Supplier may disconnect with notice any of The Companies equipment from the Network if, in our reasonable opinion, such equipment poses a danger of death, personal injury or damage to our employees, agents, subcontractors or property or will materially impair the Services or the Network;
- c) to participate as requested in any testing procedures and provide technician support services and a secure and safe environment to any of our employees, agents or subcontractors working on your premises for installation, testing or maintenance of the Services;
- d) to obtain, as required by law, any necessary permission or cooperation of a telecommunications or network provider or other relevant person for the connection or maintenance of your equipment;
- e) to take reasonable steps to ensure that neither you nor your customers or other third party authorized end users interfere with or disrupt other users of our services or of our Network;
- f) to obtain any and all required licenses and permits relating to your or any other use or resale of the Services, and to comply with any and all laws, directives, regulations and conventions, and with any public policy related laws, which may be applicable to the use of the Services by you or others and/or relating to the provision of the Services by you to your customers or other third party authorized end users. Resale and third party use of a Service that differs from the purpose for which it was designed and provided is prohibited by this Agreement without prior written approval by us. If we approve, you acknowledge that our performance obligations under this Agreement are solely to you, and not to any third party;

- g) that the actions described below are strictly prohibited under this Agreement. The examples named below are not exhaustive and are provided solely for guidance to you. The following activities are expressly prohibited, and we expressly reserve the right, at our discretion, to pursue any remedies that we believe are warranted which may include, but are not limited to, the issuance of written or verbal warnings, filtering, blocking, suspending, or terminating accounts, billing the Company for reasonable administrative costs and/or reactivation charges or bringing legal action to enjoin violations and/or to collect damages, if any, caused by your violations. Such actions may in some circumstances be taken by us without notice to you. In general, you may not use our Services or Network in any manner which:
- a. violates any applicable law, regulation, treaty, or tariff, including but not limited to data privacy laws;
 - b. violates the mutually agreed to acceptable use policies of any networks, machines, or services which are accessed through our Network;
 - c. infringes on the intellectual property rights of us or others;
 - d. violates the privacy of others;
 - e. involves the resale of our products or services, unless specifically documented in a separate written agreement;
 - f. involves illegal online marketing practices;
 - g. violates any specific instructions mutually agreed to for reasons of health, safety or quality of any other telecommunications services provided by us or by reason of the need for technical compatibility of equipment attached to our Network; or
 - h. materially affects the quality of any telecommunications services provided by us. Prohibited activities also include, but are not limited to, the following:
 - i. unauthorized use (or attempted unauthorized use) or sabotage of any computers, machines or networks;
 - j. attempting to interfere with or denying service to any user or host (e.g. denial of service attacks and/or DNS spoofing attacks);
 - k. falsifying user identification information;
 - l. introduction of malicious programs into the Network or server (e.g. viruses, worms, Trojan horses, etc.);
 - m. scanning the networks of others for vulnerabilities without authorization;
 - n. executing any form of network monitoring (e.g. using a packet sniffer) or otherwise engaging in any monitoring or interception of data not intended for you without authorization;
 - o. attempting to circumvent authentication or security of any host, network, or account ("cracking") without authorization;
 - p. using any program/script/command, or sending messages of any kind, designed to interfere with a third party customer terminal session, via any means, locally or via the Internet;
 - q. "phishing", that is simulating communications from the website or other service of another entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service;
 - r. "pharming", that is using malware, DNS cache poisoning or other means to redirect a user to a website or other service that simulates a service offered by a legitimate entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service;
 - s. transmitting or receiving, uploading, using or reusing material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or similar third party rights;
 - t. furnishing false or incorrect data in an Order Form or otherwise; or

- u. attempting to circumvent or alter the process or procedures to measure time, bandwidth utilization, or other methods to document "use" of our products and services.
- h) The Supplier reserves the right to suspend or terminate Agreement or Services or both for your breach of, or failure to comply with the terms of this Agreement, which suspension or termination (i) may be immediate and (ii) may have a fixed or indefinite duration. Before taking such action, we shall notify you in writing and afford you a reasonable thirty (30) day opportunity to remedy the alleged failure to comply with the Agreement, provided only that no cure or notice period shall be required where the failure to so comply represents, in our reasonable opinion, an immediate and material threat to the integrity or security of our Network or to the Services we provide to others using our Network. In such circumstances, we shall provide you with notice of the service suspension at the same time as such suspension, or as soon afterwards as is reasonably practical. We agree that any suspension of services pursuant to this paragraph will be as narrow in scope and duration as reasonably necessary for us to protect its Network, rights, property, personnel and other customers.

13.0 Privacy and Personal Information

13.1 We use the Internet and third party networks to provide the Services, any of which are potentially insecure media. While we make reasonable efforts to maintain the security of personal information in our custody or control, we accept no liability for the security or privacy of personal information in transit over the Internet or third party networks.

13.2 To the extent that personal information is provided in connection with this Agreement, you confirm that you consent, and that all other necessary consents have been obtained, to the use, collection and disclosure by us and our assignees, affiliates, agents and service providers for the purpose of providing the Services and otherwise as required or permitted by law or this Agreement.

13.3 Please refer to our Privacy Policy at www.virtutone.com/privacy for additional information.

14.0 Emergency Services - 911 Services

14.1 Further to the limitations of liability set out in Section 6.2, we accept no responsibility or liability for any injury or harm caused by you not being able to access 911 Services. 911 Services are provided with the Services on a best efforts basis and may not be reliable. You acknowledge and agree to the limitations and obligations with respect to 911 Services as set out in Schedule "D" hereto.

15.0 Miscellaneous

15.1 Force Majeure. Neither party shall be liable for any delays resulting from acts of God or nature, strikes, riots, explosions, acts of war, epidemics, governmental regulations, act or omission of third party carriers or suppliers or other cause beyond its reasonable control; provided that diligent efforts are made to expeditiously remedy the problem causing such nonperformance.

15.2 No Waiver. No waiver of any term or condition of this Agreement shall be enforceable unless it is in writing and signed by the party against whom it is sought to be charged. No failure or delay by either party in exercising any right, power or remedy, will operate as a waiver of any such right, power or remedy. The waiver by either party of any of the covenants, conditions, or agreements to be performed by

the other or any breach thereof shall not operate or be construed as a waiver of any subsequent breach or of any other covenant, condition or agreement contained in this Agreement.

15.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable, it will be severed from this Agreement, and the remaining provisions will remain in full force and effect.

15.4 No Third Party Beneficiaries. This Agreement is not intended to be for the benefit of any third party, is not enforceable by any third party, and will not confer on any third party any remedy, claim, right of action or other right.

15.5 Assignment and Subcontracting. Neither we nor you may assign our respective rights under this Agreement without the prior written consent of the other, except that (i) we may freely assign our rights under this Agreement to one of our Affiliates, and may freely assign our right to receive payments hereunder, and (ii) you may freely assign your rights (but not your obligations, including, for the avoidance of doubt, payment obligations) under this Agreement to one of your Affiliates. Any attempted assignment, transfer or other disposition by you or us in violation of this Section will be null, void and of no force and effect. We may, without your consent, subcontract the provision of a Service, or a portion of a Service, or installation provided that we will continue to be liable to you for the performance of such subcontractors in accordance with the terms of this Agreement.

15.6 Governing Law and Arbitration. This Agreement shall be construed in accordance with and governed by the laws of the province of Alberta and the laws of Canada applicable therein without regard to its conflict of law provisions. If court action is initiated to enforce an arbitration award or for any other reason, you shall submit to the personal and exclusive jurisdiction of the courts located within the Province of Alberta and waive any objection as to venue or inconvenient forum. Except to the extent contrary to applicable law, any dispute or claim which may arise between the Parties concerning this Agreement shall be resolved by arbitration before a single arbitrator administered by a Canadian arbitration organization of our choosing. The arbitration shall take place in Calgary, Alberta, and shall be conducted in English. The arbitrator's decision will follow the plain meaning of the relevant documents, and will be final and binding. Without limiting the foregoing, the Parties agree that no arbitrator has the authority to award relief in excess of what this Agreement provides or to award punitive or exemplary damages.

15.7 Execution in Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original. All of such counterparts will constitute one and the same instrument.

15.8 Entire Agreement and Amendments. This Agreement, together with the Schedules (including any Order Form issued with reference to this Agreement and accepted by us after the Effective Date), constitute the entire understanding and agreement between the Parties relating to the subject matter hereof, and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof, and no representation or statements of any kind made by any representative of you or me, which are not stated in this Agreement, the Schedules or any Order Form, shall be binding on you or us. Where this Agreement conflicts with the pre-printed terms of your Order Form or other documentation, the terms of this Agreement will supersede those of the Order Form or other documentation only to the extent of such conflict. In the event of a conflict between the terms of this Agreement and the terms of an Order Form, the terms of this Agreement shall prevail. No addition to or modification of any provision of this Agreement shall be binding upon you or us unless made in a writing signed by the respective duly authorized representatives of you and us.

15.9 Attachments. The following attachments are incorporated by reference as if fully set forth herein:

Cash Store Financial Services Inc.

Signature: ...”Originally Signed”.....

Date:March 5th, 2010.....

Name: ...Gordon J. Reykdal.....

Position: ...Chairman & CEO.....

Signed on behalf of company
detailed above

Virtutone Networks Inc.

Signature: ...”Originally Signed”.....

Date:March 4th, 2010.....

Name: ...Jason Allen.....

Position: ...President & CEO.....

Signed on behalf of company
detailed above

Thank you for choosing Virtutone Networks Inc. for your business communications solutions.

Schedule "A" - Statement of Work

Project overview:

Company has 460 Stores in Canada,

Project to commence on or about February 15th, 2010 for approximately 6 months.

A detailed project plan will follow, outlining the specific details for each Store and timelines associated with installations.

Project overview:

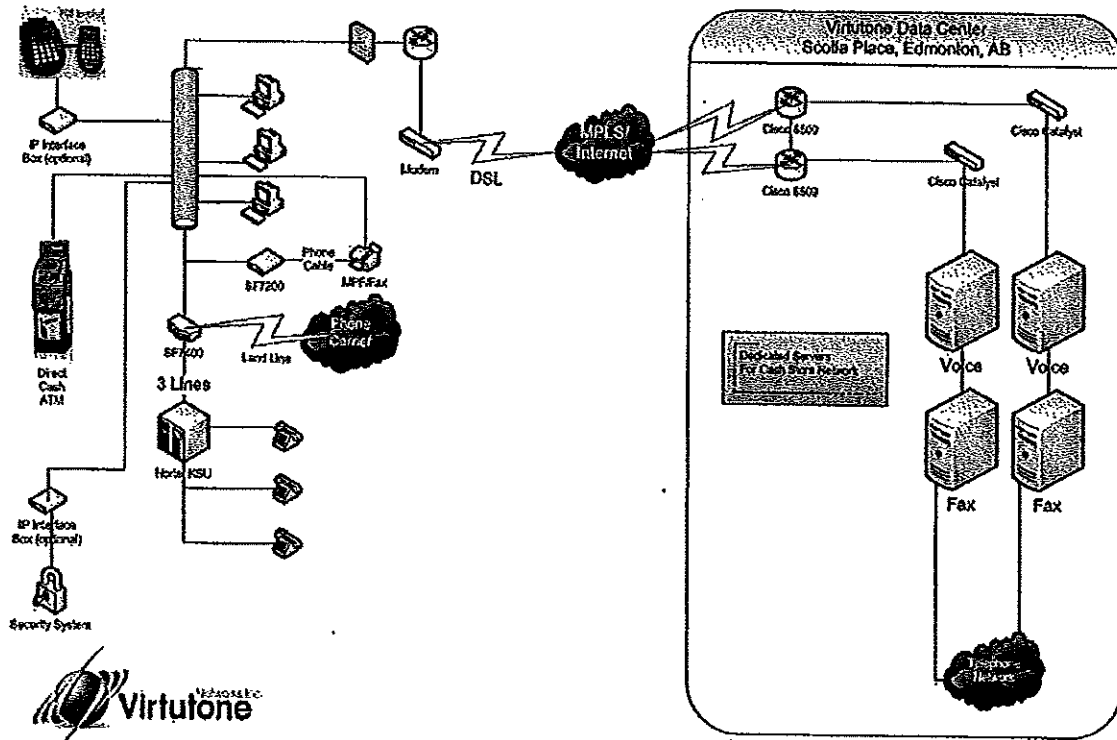
Company has 470 Stores in Canada,

Existing Stores:

For each existing Store, Supplier will:

1. Install a SF7400 with 3 FXS ports and 1 FXO port (or equivalent) connected to the existing Nortel or Panasonic phone system (via subcontractor).
2. Supply one (1) SF7200 or equivalent connected to the fax machine.
3. Provide, configure and support a Hosted PBX node.
4. Take an inventory of computers, fax machines, printers and provide it to Company upon completion..

Proposed Network Diagram – Existing Stores



Existing Store Costs:

One-time Fees (per Store):

Qty	Item	Amount	Total
1	SF7400 w/ 3 FXS and 1 FXO port or equivalent		
1	SF7200 w/ 1 FXS or or equivalent		
4.1 hrs	Installation, Travel and Expenses (estimated)		

Total One-time Fees \$

Monthly Fees (per Store):

Qty	Item	Amount	Total
1	Hosted PBX		
3	VoIP Line		
1	FoIP Line		
1	Centrex analog line (Telco)**		
1	Analog backup line (Telco)**		

Long Distance rate: \$0.012/minute

Total Monthly Fees
(not including Long
Distance charges
and other charges
referred to herein) \$

*Note: Installation is hourly basis and travel time and amount will vary per Store.

**Note: Supplier will take over two (2) analog phone lines into each Store and re-bill you at cost from Allstream or if Allstream cannot provide the service the Supplier will take over 2 lines from the incumbent telco in the area. These prices will vary by location and incumbent telco. These prices from Allstream are an average price. The cost of lines in major centers on the Allstream network are for an analog Centrex line and for a standard analog line, outside of the Allstream network the price for a Centrex analog line is and the price for a standard analog line is Where the supplier can, the supplier will utilize the cheapest lines either from the incumbent telco or Allstream. Supplier will notify you of all the remaining lines to be shut off. Supplier will provide you with a spreadsheet of each line for each Store upon completion of the installation.

***Note: All prices are subject to GST

New Stores:

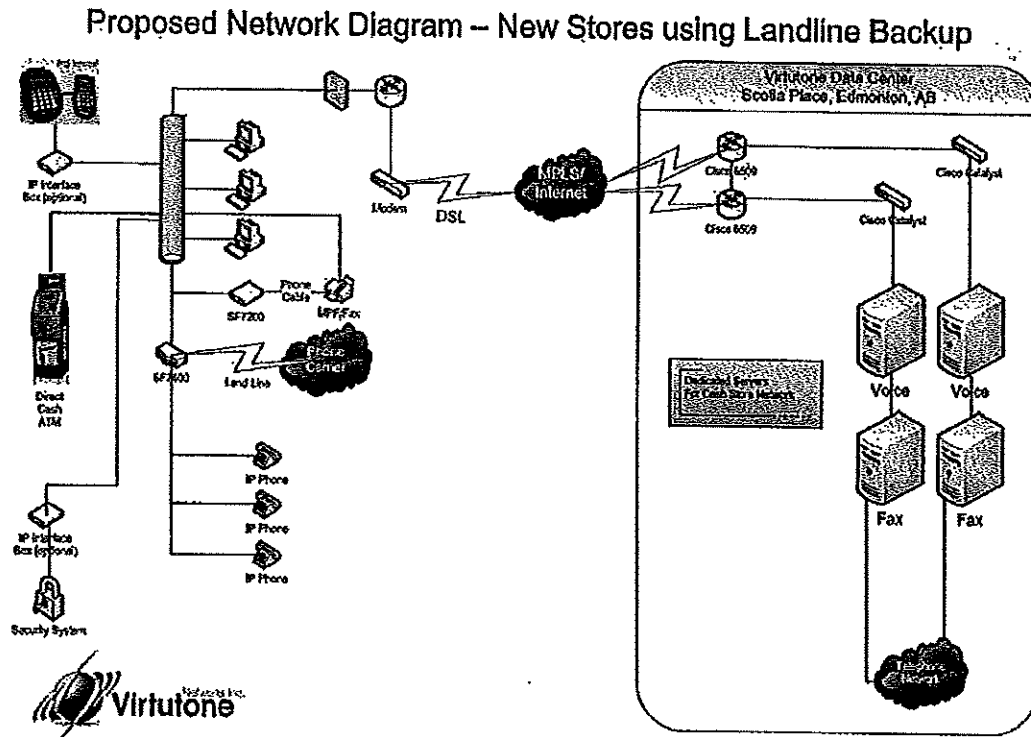
For each future Store (each such Store ordering Services by way of an Order Form), Supplier will:

1. Supply three (3) Linksys SPA942 IP phones.
2. Supply one (1) SPA9000 or equivalent to be connected to the fax machine and to be connected network to provide local PBX functionality
3. Provide, configure and support a Hosted PBX node.
4. Supply one (1) cordless analog handset for backup purposes

5. Ship a box with all equipment, including installation directions to the Store for installation by a company contracted by Company.

On an ongoing monthly basis, Supplier will supply three (3) VoIP lines and one (1) FoIP line to each Store.

All stores with existing Centrex systems will be treated as a new store installation.



New Store Costs:**One-time Fees (per Store):**

Qty	Item	Amount	Total
3	Cisco SPA 942 IP phones		
1	Cisco SPA9000 or SPA2102		
1	Cordless analog phone		

Installation will be provided by existing contractor. Supplier will provide training free of charge.

Total One-time Fees \$ _____

Monthly Fees (per Store):

Qty	Item	Amount	Total
1	Hosted PBX		
3	VoIP Line		
1	FoIP Line		
1	Centrex analog line (Telco)*		
1	Analog backup line (Telco)*		

Long Distance rate: _____

**Total Monthly Fees
(not including Long
Distance charges
and other charges
referred to herein) \$** _____

*Note: Supplier will install two (2) analog phone lines into each Store and re-bill you at cost from Allstream or if Allstream cannot provide the service the Supplier will install 2 lines from the incumbent telco in the area. These prices will vary by location and incumbent telco. These prices from Allstream are an average price. The cost of lines in major centers on the Allstream network are _____ month for an

analog Centrex line and [REDACTED]/month for a standard analog line, outside of the Allstream network the price for a Centrex analog line is [REDACTED] and the price for a standard analog line is [REDACTED]. Where the supplier can, the supplier will utilize the cheapest lines either from the incumbent telco or Allstream. Supplier will notify you of all the remaining lines to be shut off. Supplier will provide you with a spreadsheet of each line for each Store upon completion of the installation.

****Note:** All prices are subject to GST

*****New stores will be billed under a separate tracking ticket provided by Cash Store Financial.**

Head office:

For Company's head office, Supplier will:

1. Supply and install 115 – Cisco 502G IP phones.
2. Supply either 4 SF7100's or 1 SF7400 fax devices (depending on network configuration).
3. Supply 1 Cisco 502G with Sidecar for reception phone.
4. Build and configure a separate hosted PBX system.
5. Configure and install the supplied phones for each user.
6. Train each user in head office how to use the new phone system.

To ensure the best flexibility and availability of features, the head office will migrate from the Nortel BCM units on-site to IP telephones working off of the hosted phone system solution. Direct connection to the hosted phone system will provide a large number of features including:

- Individual extensions for each desk and or individual lines;
- Intercom calling within head office and/or out to Store extensions;
- Direct calling to Stores through an assigned Store extension number;
- Multiple auto attendants with unlimited levels of menus;
- Conference calling between extensions and/or outside parties;
- Access to conference bridges on the hosted phone system;
- Individual extension mailboxes where required;
- Automatic Call Distribution (ACD) queues for call center functionality including reporting on current/past call activities;
- Call forwarding of an extension to an outside number;

- Find Me/Follow Me feature (e.g.: call extension first, then call cell phone);
- Receive voicemails as an email attachment;
- Fully encrypted fax transmissions through a bank of fax machines connected to the dedicated fax systems;
- To accommodate the interconnection with our hosted phone system solution, the following devices would be deployed to provide phone/fax connectivity:
 - SF7400 4 Port Unit w/ 4 Fax Station Ports or 4 – SF7100's. This unit(s) would plug into the bank of 4 Fax/MFP units on site. Only one Ethernet connection would be required to service all 4 Fax/MFP units. The phone connections to each Fax/MFP unit would be provided by the 4 station ports.

Linksys (Cisco) IP Telephones. The Linksys (Cisco) IP Telephones would provide all the phone set features previously provided by the Nortel Telephone System plus the other features listed above. As these phone utilize existing IP wiring and have dual Ethernet ports in the back, the existing IP connection at each user's desk can be utilized instead of running separate cabling. An operator side car can also be added to the reception stations to show when extensions are in use/available.

In the head office location, there should be more than one IP connection to ensure there is no interruption in the telephone/fax services. We can provide options for additional IP connectivity and can assist with router configuration to ensure automatic failover is achieved.

Qty	Item	Amount	Total
115	Cisco SPA502 IP phones		
4	SF7100 (1 for each fax machine)		
80	Setup and installation (no wiring)		
1	Cisco SPA502 reception phone		
1	SPA 500 Sidecar (32 lines)		

***Note: All prices are
subject to GST**

Page 20 of 31

Qty	Item	Amount	Total
115	VoIP Lines with DID's		
1	Hosted PBX system		
1	Dedicated Fax server		
1	Call Center queuing system (up to 50 seats)		
	All Standard Calling features included		
	All standard PBX features included		
	Long Distance rate:		

Total Monthly Fees
(not including Long
Distance charges and
other charges
referred to herein)

*Note: All prices are subject to GST

Financial Summary

One-time and setup Fees

Head Office
470 Canadian Locations

Total one-time and Setup Fees

Monthly Fees

Head Office
470 Canadian Locations

Total Monthly Fees (not including Long Distance charges and other charges referred to herein)

\$ [REDACTED]

*Note: All prices are subject to GST

Fine Print

- Long distance is an additional charge at [REDACTED] per minute.
- The long distance was not factored into the cost benefit analysis.
- The numbers are based on a minimum 3-year Term for the Services.
- All numbers are based on 470 Canadian. It is understood this is a moving target and these numbers will fluctuate. Minimum obligations of Company are based on a minimum of 460 Stores in Canada.
- Supplier will commit to providing dedicated support people for Company.
- Supplier will provide a dedicated project manager to roll out the project.
- Project time-line to be developed with Company personnel, estimated roll-out is 6 months.
- Supplier would provide training for installation technicians at no charge.
- Supplier would provide training to head office support staff at no charge.

Schedule "B" - Service Order Form



Service Order Form (New Stores)

This Order Form sets out the charges associated with one or more requests for Supplier's Services and is subject to the terms and conditions of Supplier's Master Service Agreement.

This Order Form will only take effect once signed by both Company and Supplier, with the date of the latest signature being the date of the Order Form.

1. Order Information

Customer Name	Cash Store Financial Services Inc.
Store Number:	
Store Address:	
Store phone number:	
Installation date:	
Onsite contact:	
Contact phone number:	
Date this Order Form Issued:	

2. Hardware Requested

IP Phones:	
Analog handset:	
SF7200 for Fax:	
SF7400 for Analog lines:	
Other:	
Other:	

3. Services Requested

Phone lines:	
Fax lines:	
Analog Backup Lines:	
PBX node / Hosted PBX:	
Wireless backup:	

4. Installation

Date of Hardware Installation requested:	
Date of DSL installation requested:	

5. One-time Fees

IP Phones:	
------------	--

Analog handset:	
SF7200 for Fax:	
SF7400 for Analog lines:	
Installation:	
Other:	
Other:	

*Note all amounts are subject to GST

6. Monthly Fees

Phone lines:	
Fax lines:	
Analog Backup Lines:	
PBX node / Hosted PBX:	
Wireless backup:	
Other:	

*Note all amounts are subject to GST

7. Long Distance usage on any phone or fax line will be billed at XXXXXX per minute in North America (excluding Alaska, Hawaii, NWT and Yukon). These areas are billed as international calls at the rates set out in our international rate table. Australia and UK calls are billed at the rates set out in the separate rate tables provided.

8. Term. With respect to the Services ordered on this Order Form, the initial term of the Agreement shall be for a period of three (3) years from the date of this Order Form, and shall end on the three year anniversary thereof, at which time it shall automatically renew on a month to month basis unless Company provides ten (10) days prior written notice to Supplier of its intent to not renew the Agreement at the end of the current term at which time the Agreement will expire.

9. Acceptance. Company's signature confirms the matters set out herein, including its order for Supplier to supply the hardware, installation and Services identified above and Company's agreement to pay the specified Fees in respect thereof, subject to the Supplier's Master Service Agreement.

Company Authorized Signatory

Supplier Authorized Signatory

Signature:

Signature:

Name:

Name:

Company Position:

Company Position:

Date:

Date:

Schedule "C" - Service Level Agreement

The following Service Level Agreement only encompasses factors which Supplier controls. It does not apply to carriers (such as Telus, Bell, etc...) wireless providers, internet service providers and any other portion of the user experience outlined below that is not in direct control of Supplier. Company recognizes that the carriers do not provide service level agreements to Supplier, therefore, Supplier cannot guarantee any service level from the carriers.

Service Level. Service level is a measurement that reflects the rate at which the service provider is performing compared to a specific level of performance outlined in an service level agreement. If a company is matching its committed service levels, it is performing at 100 percent. If the company is performing five percent below its committed service level, its service level is 95 percent. Service level also refers to the percentage of time a calling party will be able to successfully complete a call.

Changes to Services. Any change to the Services requires a formal change control procedure to determine the impact of changes to service levels.

How Each Individual Service will be monitored. Unless cost prohibitive or impractical, each Service will be monitored by mutually accessible online web based reporting tools. These tools will provide real time or periodic measurement of the key metrics of the Service Level Agreement. The tools currently in use by Supplier to manage Service Level Agreement performance are as follows:

Service	Description
Order Process/Provisioning	Helpdesk system which creates service tickets based on email or manual input. Tickets are tracked for aging and all information regarding tickets is copied via email to all parties to a ticket.
Network Availability	Monitoring of all manageable devices in the network including ATAs and IP phones. Notification via email, or sms alerts to any location specified. SLA management triggers are to be customizable.
Server Load	
Network Performance	
Service Availability	

Service Levels - Level 1 Support

Company agrees to handle all front-end support issues for all Stores (including head office) via a Company help desk. Level 1 Support shall apply to all front-end support issues, which include the following:

- all initial support calls from end users for broken equipment;
- all initial support calls from end users for troubleshooting of audio quality;
- all initial support calls from end users for troubleshooting of operation of phone (no dialtone, unable to dial, etc.);
- all network connectivity issues (e.g.: no phone service due to no internet/poor quality internet connection);
- phone operation instruction (how to transfer, etc.); and
- phone moves/adds/tear outs.

("Level 1 Support")

When a call comes in to the Company help desk for phone and/or fax issues under Level 1 Support, the following steps must be covered by Company help desk personnel before escalating the call to Level 2 Support:

- MPLS connectivity must be validated and tested to ensure it is functional, is not over-utilized, and has a average packet loss of less than 1% (tested 10 pings every 30 seconds);
- connectivity to/from Supplier has not been lost due to a problem with the Company network (e.g.: firewall blocking traffic);
- all network cabling for the phone/fax device has been verified and/or swapped out as necessary;
- for faxing issues, verify that there is dial tone at the fax port;
- for phone issues, ensure that the problem is not caused by operator error (e.g.: pressed headset button, but did not have a headset plugged in).

When escalating the call to Level 2 Support, the call must come from Company designated personnel (either help desk or administration). The calling party must provide the following information to Supplier when opening a trouble ticket:

- name and direct contact number/email address;
- Store/office with the problem;
- MAC address of the device with the problem;
- description of the problem including:

- o whether incoming and/or outgoing calls are affected;
- o if an outgoing call issue, the exact number being dialed;
- o troubleshooting steps taken to this point;
- o Company internal ticket number.

Service Levels - Level 2 Support

Supplier agrees to handle all support issues for all Stores (including head office) other than Level 1 Support issues and other front-end support issues.

With Level 2 Support, Supplier support personnel will take down the information from Company and will investigate the problem once all the required information is provided. The Supplier support person may require some time to investigate the problem and will request to call the individual back rather than keeping them on hold.

Any trouble tickets opened with Level 2 Support that are deemed to be a Level 1 Support issue may be subject to service charges.

Problem Escalation. Supplier reserves the right to escalate tickets internally from Level 2 Support to Level 3 Support and from Level 3 Support to Last Level Support (as described in the Escalation List below), as deemed appropriate by Supplier. Supplier shall have automated procedures to escalate problems logged via the Supplier support site (<http://support.virtutone.com>) according to the service target standards set out below. Supplier will escalate any client concerns to senior management immediately if requested based on the problem sensitivity. Supplier will establish an automated system to enable Company to contact support personnel at any time utilizing a toll free number assigned only to Company.

Escalation List:

Level	Phone Number	Email	Note
Level 1 Support	TBD	Company provided	24X7
Level 2 Support	1-866-942-5177	support@virtutone.com	24 X7
Level 3 Support (CTO)	780-982-4561	slawrence@virtutone.com	24X7
Last Level Support (President)	780-235-4100	jallen@virtutone.com	M to F 9 to 5

Targets and metrics to be used. In order to determine Supplier's performance under this Service Level Agreement the following targets and metrics will be used:

Service Targets: Order/Provisioning Process

- 24 hours from clean order entry to confirmed order with defined Direct Inward Dialing ("DIDs") for DIDs located in Canada or the USA during normal business hours.
- 72 hours from clean order entry to confirmed order with defined DIDs for DIDs located in outside of Canada or the US. (On a best efforts basis, some carriers may take up to 7 business days.)
- Service testing within 4 hours of service activation.

Service Targets: Support Services

- 30 Minute response time to new trouble tickets during regular business hours.
- 4 hour Average Time To Restore in the event of a service outage.
- 12 hour Average Time to Restore in the event of a non-disruptive call quality issue.

Service Targets: Network

- Service Level of 99.95% or better on all VoIP call attempts, based on Supplier's Network only.
- Round trip ping latency below 100 milliseconds within Supplier's Network.

Service Level Reporting. Service level reporting will be managed via an online portal with secure access. Monthly service level summary reports will be generated and distributed by Supplier to the following individuals:

	Supplier	Company
Technical Contact	Shawn Lawrence slawrence@virtutone.com 780-702-5777 ext 102 Cell, 780-982-4561	Mike Fryer Mike.fryer@csfinancial.ca 780-408-5111 Cell 780-884-1048
Administration Contact	Jason Allen jallen@virtutone.com 780-702-5777 ext 101 Cell 780-235-4100	Stacy Shenfield Stacy.shenfield@csfinancial.ca 780-732-5690 Cell 780-909-0737

(collectively, the "Key Personnel")

Service Review Meetings. Monthly service review meetings will take place either in person or via conference call to review service levels and to determine any corrective action required. Task items will be assigned to the Key Personnel that will have ownership of service level issues until resolution.

Excluded Items. Supplier takes pride in delivering the highest possible quality of service to Company, however there are times when a failure or service interruption is clearly outside of our control or circumstances impact our ability to restore service promptly. Excluded items are defined as periods of downtime or interruption to Supplier's Services to the extent caused by but not limited to:

- All applicable components not maintained by Supplier that have a direct and/or impact to Supplier's Services;

- Test and Inquiry trouble tickets;
- "No Trouble Found" trouble tickets;
- Outage where no trouble ticket has been established;
- Disaster recovery activities;
- Packet errors due to outages not under Supplier's Service network control;
- Instances where Supplier or its agents are not afforded access to Company's networks, premises or equipment;
- Outages during any period where Company has released service to Supplier or Company for the purpose of rearrangement or implementation of a Company order;
- Periods of scheduled network maintenance where Supplier has provided Company general advanced notification of the event;
- Failure of public utility power systems serving Company or systems not provided by Supplier;
- Changes made by Company to the Company network without the prior written consent of Supplier nullify this Service Level Agreement;
- Negligence of Company or parties authorized by Company other than Supplier;
- Outages due to labour difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Supplier's reasonable control;
- Outages due to software and hardware defects of access devices and systems not under Supplier's reasonable control, which provide service to and from the Supplier's Services.

Problem Definition. Problems to be managed hereunder include all issues arising which affect service, including but not limited to:

- Loss of Service
- Degradation of Service
- Network Performance
- Order Processes
- Timely Reporting
- Problem Escalation

A detailed knowledge base will be created throughout the Term of this Agreement documenting and cross-referencing all reported problems and resolution.

Disaster Recovery. Supplier agrees to take necessary measures to ensure timely restoration of services in the event of a catastrophic disaster. These measures will be tested every six months and the results of all disaster recovery testing will be made available to Company in writing within 30 days after such tests are completed.

Schedule "D" - 911 Service

THIS SCHEDULE CONTAINS IMPORTANT PROVISIONS REGARDING 911 SERVICE

Limitations of 911 Service. Supplier's VoIP services allow you to make or receive telephone calls over the Internet to or from the public switched telephone network. While VoIP services appear similar to traditional telephone calling services, because of the unique nature of VoIP telephone calls, emergency calls to 911 through your VoIP service will be handled differently than traditional phone service. The following provisions describe the differences and limitations of 911 emergency calls, and you hereby acknowledge and understand the differences between traditional 911 service and VoIP calls with respect to 911 calls placed to emergency services from your account as described below.

Placing 911 calls. When you make a 911 emergency call, the VoIP service will attempt to automatically route your 911 call through a third-party service provider to the Public Safety Answering Point ("PSAP") corresponding to your address of record on your account. However, due to the limitations of the VoIP telephone services, your 911 call may be routed to a different location than that which would be used for traditional 911 dialing. For example, your call may be forwarded to a third-party, specialized call centre that handles emergency calls. This call centre is different from the PSAP that would answer a traditional 911 call which has automatically generated your address information, and consequently, you may be required to provide your name, address, and telephone number to the call centre.

How your information is provided. The VoIP service will attempt to automatically provide the PSAP dispatcher or emergency service operator with the name, address and telephone number associated with your account. However, for technical reasons, the dispatcher receiving the call may not be able to capture or retain your name, phone number or physical location. Therefore, when making a 911 emergency call, you must immediately inform the dispatcher of your location (or the location of the emergency, if different). If you are unable to speak, the dispatcher may not be able to locate you if your location information is not up to date.

Correctness of information. You are responsible for providing, maintaining, and updating correct contact information (including name, residential address and telephone number) with your account. If you do not correctly identify the actual location where you are located, or if your account information has recently changed or has otherwise not been updated, 911 calls may be misdirected to an incorrect emergency response site.

Disconnections. You must not disconnect the 911 emergency call until told to do so by the dispatcher, as the dispatcher may not have your number or contact information. If you are inadvertently disconnected, you must call back immediately.

Connection time. For technical reasons, including network congestion, it is possible that a 911 emergency call will produce a busy signal or will take longer to connect when compared with traditional 911 calls.

911 calls may not function. For technical reasons, the functionality of 911 VoIP emergency calls may cease or be curtailed in various circumstances, including but not limited to:

- Failure of service or your service access device—if your system access equipment fails or is not configured correctly, or if your VoIP service is not functioning correctly for any reason, including power outages, VoIP service outage, suspension or disconnection of your service due to billing issues, network or Internet congestion, or network or Internet outage. In the event of a power, network or Internet outage, you may need to reset or reconfigure the system access equipment before being able to use the VoIP service, including for 911 emergency calls; and
- Changing locations—if you move your system access equipment to a location other than that described in your account information or otherwise on record with Supplier; and
- Remote locations – if internal users use IP-based phones remotely.

Alternate services. If you are not comfortable with the limitations of 911 service offered in connection with the Services, Supplier recommends that you terminate the Services or consider an alternate means of accessing traditional 911 emergency services.

Inform other users. You are responsible for notifying, and you agree to notify, any user or potential users of your VoIP services of the nature and limitations of 911 emergency calls using the VoIP services as described herein.

Limitation of Liability and Indemnification. Supplier has no control over whether, or the manner in which, calls using our 911 service are answered or addressed by any emergency response centre. We disclaim all responsibility for the conduct of any emergency response centre. We rely on third parties to assist in routing 911 calls to emergency response centres. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Supplier nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless Supplier, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Services, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, legal fees and expenses) by, or on behalf of, you or any third party relating to the absence, failure or outage of the 911 service.