



## **Taulbs Inc. One-Time Installation Agreement Terms and Conditions**

Thank you for choosing Taulbs for your recent business communication solution purchase. Carefully read our One-Time Installation Agreement Terms and Conditions. If you have any questions, please do not hesitate to contact your Account Manager.

The Client agrees to purchase and Taulbs Inc. (Taulbs) agrees to sell the equipment and services detailed in this Agreement (the "Equipment") under the Terms and Conditions set out herein (the "Purchase Terms").

1. **Non-Cancellable Contract:** Orders for Equipment are non-cancellable. Orders may only be canceled or deliveries deferred if The Client immediately assumes liability and makes all payments to Taulbs for: (a) all equipment that has been ordered and received by Taulbs from the equipment manufacturer for the contracted sale; (b) all work completed at the unit price; (c) work in progress on the basis of the percentage of completion thereof times the order unit price; (d) raw material, unamortized tooling, engineering and other cancellation charges incurred on the basis of cost to Taulbs, plus handling and overhead charges. Cancellation charges (including, without limitation, deposit adjustments) relating to orders for Equipment shall be determined at the time of cancellation or deferment. All requests for cancellations must be received in writing within 30 days of the Acceptance Date (signing date) and must be approved by Taulbs. In the event that any of the aforementioned cancellation charges are applicable, Taulbs shall provide an invoice to The Client and The Client shall remit such charges to Taulbs forthwith.
2. **Equipment:** The Equipment shall be located and used only at the equipment location designated by the parties in writing (the "Equipment Location"). The Client shall cause the Equipment to be operated in compliance with the general operating specifications and standards of the manufacturer, and all applicable laws. Title to the equipment shall remain with Taulbs until payment in full has been received. Accordingly, The Client shall not sell, lease or otherwise dispose of the equipment until it has made payment in full to Taulbs. At all times, The Client will use the Equipment only in the manner for which it is designed and as a prudent and careful owner would.
3. **Labor Warranty:** Taulbs shall provide a labor warranty for 90 days following the Cutover Date. "Cutover Date" means the date on which the Equipment is connected to telephone carrier lines and becomes operational. Taulbs shall provide all parts and equipment modifications which Taulbs deems necessary to maintain the Equipment in good operating condition for a one-year period following the Cutover Date (the "Warranty Period"). Thereafter, Taulbs shall only

be obliged as identified in the separate and stand-alone “Managed Service Agreement,” where applicable, and if agreed to by The Client.

4. Limited Warranty: Subject to compliance by The Client with its obligations hereunder, Taulbs warrants, for a period of one year, unless otherwise stated, from the Cutover Date, each item of Equipment, including attachments, replacements or upgrades in the future (the “Future Property”), to be free from defects in material or workmanship. This warranty does not extend and shall not apply to any item of Equipment which has been misused, neglected, or damaged in an accident, fire or other casualty, damaged by fluctuating line voltage, or faults on any telephone line installed, repaired or altered by anyone other than Taulbs, combined with other equipment not previously approved by or supplied by Taulbs for such purpose, damaged by failure to provide proper operating conditions or a failure to follow Taulbs instructions, or removed from the Equipment Location. Subject to availability, Taulbs shall have the right to substitute any internal parts with ‘as new’ items of the same specifications. In the case of such substitution, Taulbs warrants that such items shall be extended the same warranty coverage as any other new item of the same specification. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED OR COLLATERAL, RELATING TO THE EQUIPMENT OR THE INSTALLATION OR MAINTENANCE OF THE EQUIPMENT. IN NO EVENT SHALL Taulbs BE LIABLE TO THE CLIENT FOR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHERWISE, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE SALE, USE OR PERFORMANCE OF THE EQUIPMENT. THE CLIENT’S SOLE REMEDY FOR A BREACH OF WARRANTY OR OTHERWISE SHALL BE THE REPAIR OR REPLACEMENT BY Taulbs OF THE EQUIPMENT.

Taulbs is relieved from its obligations to perform pursuant to the warranty during any period when The Client is in default of payment or any other obligation under this Agreement.

5. Software License: Software is licensed on an “as is” basis. The Client’s right to use any software programs included with the Equipment shall be subject to the license terms and conditions specified by the suppliers of such software programs. If required by such suppliers, The Client shall sign software license agreements with such suppliers in the form required by them.
6. Equipment Location: The Client shall provide proper installation and operating conditions for the Equipment (including adequate equipment room and electric power feed) pursuant to Taulbs specifications. The Purchase Price is based on information provided by The Client. The Client shall pay, in addition to Purchase Price, the cost of hosting, electric feed wiring, fire retardant cable and conduit,

explosion proof speakers, building alterations, climate modification and other equipment or labour necessitated by The Client's needs if such equipment, services or needs are not set out herein.

7. Installation: Taulbs shall begin installing the Equipment at the Equipment Location before the estimated Cutover Date and continue installation in an expeditious manner so long as The Client makes progress payments as called for by the Payment Terms and is not otherwise in default. The Client acknowledges that it may be necessary to perform Equipment installation in multiple stages. If such staging is required, The Client further agrees and acknowledges that each stage may be accepted as a complete agreement, that all terms and conditions of this Agreement shall become applicable as if a complete agreement and The Client will take title to any and all Equipment, upon payment to Taulbs as per the terms and conditions herein agreed.

The Client shall, at its expense, provide Taulbs with access to the Equipment Location for purposes of installation and otherwise cooperate with Taulbs and prepare the Equipment Location in such a manner as to facilitate such installation. Taulbs shall not be responsible for replacing ceiling tiles, floor or wall panels, painting, plastering or making other repairs to The Client's premises resulting from the installation of the Equipment.

8. Risk of Loss: The Client shall bear the risk of loss, destruction or confiscation of the Equipment from the time the Equipment is delivered to the Equipment Location. The Client shall be responsible for insuring the Equipment as of the date of such delivery.
9. Credit Investigation: The Client hereby consents to Taulbs conducting a credit check where applicable.
10. Payment Terms: The Client agrees to pay to Taulbs the charges detailed in the Quote document (the "Charges") plus all applicable Taxes. The Charges shall be payable in accordance with the Payment Terms detailed in the Quote Document, or if not detailed, shall be payable in installments of: fifty percent (50%) at Quote Document execution and (50%) at Equipment delivery. The Client shall pay interest on any late payments at the rate of 24% per annum. All dollar amounts detailed herein are in United States dollars and are exclusive of any goods and services tax, or other transaction or indirect tax, fee or surcharge that may apply, including any related interest, penalty or similar charge. The Client's obligation to pay all amounts hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense or counterclaim.
11. Purchase Orders: Any purchase order submitted by The Client to Taulbs ("Purchase Order") shall be used only for invoice processing and order purposes.

In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any Purchase Order, the terms of this Agreement shall prevail.

12. Default: The Client shall be in default and Taulbs shall be entitled to terminate this Agreement and/or enforce the security constituted hereby if: (a) The Client fails to pay promptly when due any amount payable under this Agreement or under any other Agreement with Taulbs; (b) The Client fails to comply with any of its obligations under this Agreement or under any other Agreement with Taulbs or; (c) Taulbs in good faith, believes that the prospect for payment of any amount due is impaired or the Equipment to be in immediate danger of loss, damage, misuse, distraint, seizure or confiscation. In the event of default, all amounts payable under this Agreement shall become immediately due and payable without notice or demand. In the event of a default, Taulbs may choose to be released from any further obligations under the Agreement and to sue for its damages.
13. Enforcement: Upon the occurrence of any default, Taulbs shall have the following remedies: (a) to retain all payments made by The Client as liquidated damages; (b) to enter the Equipment Location and remove all or any part of the Equipment; (c) to sell, lease or otherwise dispose of all or any part of the Equipment either before or after repair, at public or private sale, for the account of The Client, The Client to be liable for the cost of repair and any deficiency; (d) at its option, with notice required by law, to retain all or any part of the Equipment in satisfaction of the indebtedness of The Client; (e) to exercise all of the rights and remedies of a secured party under applicable personal property security legislation; (f) to commence, continue or defend proceedings in any court of competent jurisdiction in the name of The Client or Taulbs for the purpose of exercising any of the rights, powers and remedies set out herein; (g) to charge The Client with all amounts spent pursuing remedies, including legal fees on a solicitor and his own client basis, which amounts shall be added to any indebtedness owing by The Client under this Agreement and; (h) to enforce any other right or remedy that Taulbs may derive under the Agreement or by law. All remedies are cumulative and enforceable by Taulbs successively or concurrently. Taulbs may grant extensions of time and other indulgences, releases and discharges and otherwise deal with the Equipment, The Client and others without prejudice to its rights hereunder. All monies received by Taulbs pursuant to the exercise of its remedies shall be applied: (a) first, in payment of all costs and expenses incurred by Taulbs in exercising its rights hereunder; (b) second, in satisfaction of all amounts owed to Taulbs hereunder; and (c) third, in payment of any surplus in accordance with applicable law.

14. Assignment: This Agreement shall not be assignable by The Client without Taulbs's prior written consent. The Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assignees. Taulbs shall have the right to subcontract with others for the performance of any of its obligations under the Agreement without obtaining the consent of The Client. No such subcontracting shall relieve Taulbs of its obligations.
15. Force Majeure: Neither Taulbs nor The Client shall be liable for failure or delay in the performance of its obligations hereunder (other than the payment of money) arising by reason of circumstances beyond its reasonable control including, without limitation, strikes, accidents, weather, fire, acts or omissions of third parties, acts of God, failure or delay in delivery from suppliers, government restrictions or (in the case of Taulbs) any failure by The Client to provide Taulbs with access to the Equipment Location.
16. Governing Law: The laws in effect in the United States shall apply to this Agreement. The parties agree that jurisdiction and venue in the courts of the United States of America are appropriate, and that any legal proceedings shall be brought only in the State of Indiana.
17. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral with respect to the Services. Any change to this Agreement must be in writing and signed by authorized representatives of each party. Any waiver shall not operate as a waiver of any other breach of this Agreement. If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.