

RANGE TERMS AND CONDITIONS FOR SALE OF EQUIPMENT

RANGE offer customers the ability to purchase equipment to deliver IP Voice service to Customer. Below are the terms and conditions that apply to sale of equipment from RANGE to Customer.

1. GENERAL ORDERING TERMS.

- I. Customer may purchase Products under these Conditions by issuing signing a quote for purchasing of RANGE IP VOICE Equipment. A signed quote submitted by Customer shall constitute an offer to contract subject to these Conditions. All Purchase Orders are subject to acceptance by RANGE.
- II. No additional or alternative terms or conditions or any alteration to these Conditions proposed by the Customer contained or referred to in the signed quote or other form submitted to RANGE shall be deemed to apply unless they are expressly accepted in writing by an Authorized Representative of RANGE with respect to that signed quote.
- III. Customer's subsidiaries shall be defined as any entity which the Customer controls or owns more than 50% of its shares. Customer guarantees full and prompt payment to RANGE of any sums as they fall due for any signed quotes placed hereunder by Customer's subsidiaries.

2. CANCELLING & RESCHEDULING PURCHASE ORDERS.

Except as set forth below, no signed quote which has been accepted by RANGE may be cancelled or rescheduled by Customer except with written agreement by RANGE.

3. LIMITED IP VOICE EQUIPMENT RETURN RIGHT.

IP VOICE Equipment may be returned by Customer for any reason within thirty (30) days of delivery of the IP VOICE Equipment ("Return Period"), and RANGE will accept the return and provide a refund to Customer of the price paid by Customer for the IP VOICE Equipment, or a lesser amount depending on the condition of the returned IP VOICE Equipment, as set forth below. The refund shall also include taxes and any fees, duties and similar charges that were paid by Customer to RANGE and refundable. The refund will not include the shipping fees associated with the purchase of the IP VOICE Equipment. The amount of the refund will be dependent on the condition of the returned IP VOICE Equipment, such condition determined solely by RANGE. If the IP VOICE Equipment is, in RANGE's sole discretion, in such a condition that it cannot be resold, no refund will be provided. Customer shall contact RANGE to arrange for any such return. All returns under this Section 3 are subject to a processing fee (which includes shipping charges to return the IP VOICE Equipment) (a "Return Processing Fee") of fifteen US dollars (\$15.00) or its equivalent for any other currency, that shall be charged to Customer by RANGE. The Return Processing Fee will be assessed on each returned IP VOICE Equipment and will be collected at the time of processing Customer's return request

4. PRICES.

- I. The price of IP VOICE Equipment on the Contract Date shall be the quoted price. All prices and charges are exclusive of the cost of shipping, delivery and insurance, if any, sales tax, and other taxes (other than taxes based upon RANGE's net income), for which the Customer shall be additionally liable for paying. In addition, prices exclude any copyright levies, waste and environment fees and similar charges that RANGE by law or statute may charge or collect upon in accordance with such laws or statutes.
- II. Customer will be responsible for any sales and other taxes and duties payable by Customer on any IP VOICE Equipment purchased by Customer where the tax is imposed on Customer's acquisition or use of such IP VOICE Equipment and the amount of tax is measured by Customer's costs in acquiring such goods or services. Customer shall make all payments of any such taxes to RANGE without reduction for any withholding taxes, which shall be Customer's sole responsibility. All taxes shall be paid by Customer to RANGE unless Customer provides RANGE with a valid certificate of exemption acceptable to the appropriate taxing authority.

5. INVOICING AND PAYMENT.

- I. Customer shall pay the purchase price, without any deduction or set-off, within thirty (30) days from the date of the invoice which shall be issued to Customer on the date that IP VOICE Equipment are installed. Invoices shall be issued by RANGE to Customer upon installation and acceptance of the IP VOICE Equipment in accordance with Section 6.
- II. If: (i) Customer fails to make any payment under any Contract when due; (ii) Customer is a body corporate and any resolution or petition to wind up Customer's business (other than for the purpose of amalgamation or reconstruction) is passed or presented; or (iii) Customer is an individual or a partnership, and any grounds arise for the application for a bankruptcy order made under applicable bankruptcy and/or insolvency laws (an "Act of Bankruptcy"), then, without prejudice to any other right or remedy available to RANGE, the full price of all Products delivered to Customer under any Contract, but not paid, shall become immediately due (notwithstanding any previously agreed credit terms) and RANGE may take any or all of the following courses of action:
 - a. by notice, suspend or terminate any Contract or any part thereof, without liability, stop any Products in transit and, at its discretion, subject to Section 8, enter Customer's premises to recover Products for which payment has not been made in full;
 - b. charge Customer interest, both pre- and post-judgment, on any unpaid amount past due, at the rate of 2.5% per month, or the maximum rate allowed by law, until full payment is made. For clarity, a part of a month shall be treated as a full month for the purpose of calculating interest;
 - c. set-off any amounts due against any credit note, balance or other liability issued by RANGE to Customer;

- d. appropriate any payment made by Customer for such Products as RANGE may deem fit (notwithstanding any purported appropriation by Customer); and/or
- e. alter Customer's payment terms, which may include withdrawing or altering any credit limit previously granted, requiring prepayment, and demanding adequate assurance of due performance by Customer through the provision of a bank guarantee.

6. DELIVERY, RISK OF LOSS, AND TITLE

In some instances, the RANGE must ship IP VOICE Equipment to remote locations. Customer agrees that all deliveries of IP VOICE Equipment (including deliveries after repair or replacement) will be made as follows:

- I. Delivery. Unless RANGE provides Customer with express written confirmation of a different delivery term, all deliveries of IP VOICE Equipment will be made FCA (INCOTERMS 2010) at the delivery point specified by RANGE. Notwithstanding the agreed delivery term, RANGE may charge Customer for shipping and handling charges, which may be reflected as a separate line item on RANGE's invoice.
- II. Title and Risk of Loss. Title and Risk of Loss to all IP VOICE Equipment will pass to Customer when the IP VOICE Equipment are transferred to a carrier at RANGE's designated shipping location. Title to Software provided under this Agreement will remain solely with RANGE and its licensors. Notwithstanding the foregoing, should Customer fail to pay RANGE for IP VOICE Equipment within thirty (30) days of shipment, Title may, in RANGE's sole discretion revert back to RANGE upon written notice to Customer.
- III. Any dates quoted for delivery of the IP VOICE Equipment are approximate only and RANGE shall not be liable for any delay in delivery of the IP VOICE Equipment however caused. Any IP VOICE Equipment may be delivered by RANGE in advance of the quoted delivery date upon giving reasonable notice to Customer.
- IV. Claims for non-delivery of IP VOICE Equipment must be made in writing to RANGE within five (5) working days from: (i) the date of invoice; or (ii) receipt of partial delivered of the IP VOICE Equipment, if any. Customer agrees to notify RANGE promptly in the event Customer receives the invoice prior to receipt of the IP VOICE Equipment.
- V. Customer agrees to accept partial delivery of IP VOICE Equipment ordered unless otherwise mutually agreed by the parties in writing. Where the parties agree in writing that a shipment must be sent complete, Customer agrees to accept allocations of Product in the event of shortage by Supplier. Where the IP VOICE Equipment are delivered in installments, each delivery shall constitute a separate Contract. Failure by RANGE to deliver any one or more of the installments in accordance with these Conditions or any claim by Customer in respect of any one or more instalments shall not entitle Customer to treat a Contract as repudiated or to cancel any other instalment.
- VI. If Customer fails to take delivery of the IP VOICE Equipment within 48 hours after the scheduled date of shipment, or fails to give RANGE adequate delivery

instructions in its signed quote, then, without prejudice to any other right or remedy available, RANGE may: (i) store the IP VOICE Equipment until actual delivery and charge Customer for the reasonable costs thereof, including insurance costs; (ii) terminate the Contract forthwith and sell the IP VOICE Equipment; or (iii) ship the IP VOICE Equipment by a freight forwarder to Customer's business location business location indicated in the correspondent purchase order with Customer remaining responsible for all reasonable freight and insurance costs. Title and Risk of Loss will pass when the IP VOICE Equipment are transferred to the freight forwarder at RANGE's, or its Supplier's, designated shipping location.

- VII. Customer shall bear any and all costs (including original and return carriage costs) associated with any unjustified refusal of delivery of IP VOICE Equipment ordered pursuant to a Contract.
- VIII. Customer's right to possess any IP VOICE Equipment, for which payment has not made shall immediately cease: (i) after the appointment of a receiver to its property; (ii) after it has been placed in liquidation or administration; (iii) when and if Customer makes an arrangement for the benefit of creditors generally, suffers or permits the appointment of an administrator, administrative receiver or receiver for its business or assets, or avails itself or becomes subject to any proceeding under any applicable bankruptcy laws; (iv) if Customer is unable to pay its debts within the meaning of applicable bankruptcy and insolvency laws; (v) if Customer, not being a company, has become bankrupt; or (vi) if Customer otherwise ceases to trade or threatens to cease to trade.

7. PUBLICATIONS & SPECIFICATIONS.

Any and all specifications, descriptions, photographs, measurements, capacities or illustrations contained in any catalogues, price lists, brochures, leaflets, proposals, advertising matter, publications of RANGE or a Supplier are intended to be illustrative and approximate only and shall not form part of a Contract or constitute a representation, warranty or condition regarding any IP VOICE Equipment unless specifically agreed by written agreement between the Customer and RANGE. No employee or agent of RANGE (or any entity acting on RANGE's behalf) has any authority to make any representation regarding the IP VOICE Equipment. Customer acknowledges that it has not been induced to accept these Conditions by any representations or statement, oral or written, not expressly contained herein.

8. WARRANTY.

- I. Customer understands that RANGE is not the Supplier of the IP VOICE Equipment. Accordingly, all IP VOICE Equipment are sold subject to the express warranty terms, if any, specified by the original Supplier of the IP VOICE Equipment. Any software supplied to Customer pursuant to a Contract is supplied subject to the provisions of the Supplier's licensing terms. RANGE will pass through to Customer all warranties that RANGE is expressly authorized by the original Supplier to pass through to Customer.

- II. RANGE represents and warrants that title to all IP VOICE Equipment shall be free from all security interests, liens, and encumbrances at the time of delivery to Customer. The foregoing shall not be construed, and RANGE does not provide, any warranty against infringement of a third-party intellectual property right. Any warranties, conditions or other terms implied by common law or statute or otherwise in connection with these Conditions (except to title, in the case of IP VOICE Equipment) are hereby expressly excluded to the fullest extent permitted by law, save for fraudulent misrepresentation.

9. WARRANTY ASSISTANCE.

For all Returned IP VOICE Equipment (whether pursuant to a Warranty Claim or otherwise) RANGE will, on the Customer's behalf, initiate an RMA request with Supplier.

- I. Customer shall immediately notify RANGE if any IP VOICE Equipment supplied to Customer prove to be defective in quality or condition within the Supplier's warranty period (the "Claim"). In the event the Claim will be handled by RANGE, then RANGE shall provide Customer with a return material authorization ("RMA") for Customer to return the IP VOICE Equipment to RANGE, and Customer shall return such IP VOICE Equipment to RANGE.
- II. RANGE shall not be obligated to ship replacement IP VOICE Equipment to Customer until RANGE is in receipt of the original IP VOICE Equipment being returned. Notwithstanding the foregoing, upon receipt of notification of any warranty claim within the first ninety (90) days after receipt of the IP VOICE Equipment by Customer, RANGE shall process such warranty claim per Supplier procedures and ensure the shipment of a replacement IP VOICE Equipment to Customer. Replacement IP VOICE Equipment may be new or used. After the first ninety (90) days from receipt of the IP VOICE Equipment by Customer, and unless otherwise directed by RANGE, the Customer must contact the Supplier directly for any warranty repair or replacement services.
- III. During the first ninety (90) days after Customer's receipt of the IP VOICE Equipment, RANGE is responsible for all shipping fees associated with a warranty claim (including, without limitation, both return of the defective IP VOICE Equipment and shipment of the replacement IP VOICE Equipment). Customer shall be responsible for any such shipping costs for warranty claims made after such initial ninety (90) day period.
- IV. Customer agrees that RANGE's sole liability to Customer regarding any IP VOICE Equipment defect claims is limited to the administration of such claims with the Supplier, and as set forth herein. After the first ninety (90) days from Customer's receipt of IP VOICE Equipment, RANGE's liability to Customer regarding any IP VOICE Equipment defect claims is limited to and is expressly contingent upon RANGE's ability to obtain a refund, credit or replacement IP VOICE Equipment from the Supplier. RANGE has no obligation to accept a return of IP VOICE Equipment where the Customer fails to comply with Supplier's policy on Product returns.
- V. RANGE shall not be liable or responsible for administering any defect or other claim which arises from normal wear and tear, misuse, negligence, accident, abuse, use not

in accordance with Supplier's Product documentation, modification or alteration not authorized by Supplier, or use in conjunction with a third party product. RANGE reserve the right to determine whether any Products are defective.

10. WARRANTY RETURNS.

- I. Any IP VOICE Equipment returned pursuant to an RMA issued by RANGE must be shipped to RANGE within seven (7) working days of the date of such RMA.
- II. Customer irrevocably authorizes RANGE to carry out any necessary tasks related to the repair or replacement of IP VOICE Equipment on behalf of Customer under these Conditions.
- III. Unless RANGE collects IP VOICE Equipment using its own carrier, Customer agrees that RANGE shall not be liable for any loss or damage to IP VOICE Equipment returned to RANGE.

11. LIMITATION OF LIABILITY.

- I. RANGE'S LIABILITY FOR ANY DIRECT LOSS OR DAMAGE ARISING OUT THESE CONDITIONS AND ANY CONTRACT FOR THE SALE AND PURCHASE OF IP VOICE EQUIPMENT HEREUNDER SHALL BE LIMITED TO, AND SHALL UNDER NO CIRCUMSTANCES EXCEED THE PRICE PAID BY CUSTOMER FOR THE IP VOICE EQUIPMENT GIVING RISE TO THE CLAIM (EXCLUDING APPLICABLE TAXES). RANGE SHALL HAVE NO LIABILITY UNDER THESE CONDITIONS OR ANY CONTRACT IF RANGE HAS NOT RECEIVED PAYMENT OF THE TOTAL INVOICE PRICE OF THE IP VOICE EQUIPMENT GIVING RISE TO THE CLAIM.
- II. EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS, RANGE AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY FINANCIAL, CONSEQUENTIAL OR OTHER LOSS OR DAMAGE CAUSED TO CUSTOMER BY REASON OF ANY REPRESENTATION, WARRANTY (EITHER EXPRESS OR IMPLIED), CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, RECORDS OR DATA, COSTS OF PROCUREMENT OF SUBSTITUTE IP VOICE EQUIPMENT, DAMAGE TO REPUTATION OR GOODWILL, OR ANY MATTER BEYOND ITS REASONABLE CONTROL) OR FOR ANY OTHER CLAIMS FOR COMPENSATION HOWEVER CAUSED (WHETHER CAUSED BY THE NEGLIGENCE OF RANGE, ITS EMPLOYEES, AGENTS, SUPPLIERS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THESE CONDITIONS OR A CONTRACT HEREUNDER, EVEN IF RANGE OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, LIABILITY OR DAMAGES.
- III. Nothing contained herein shall be construed as excluding or limiting RANGE's liability for death or personal injury caused by RANGE's negligence, or willful misconduct.

12. INTELLECTUAL PROPERTY RIGHTS.

- I. Customer acknowledges that the IP VOICE Equipment are the intellectual property of the Suppliers and, to the extent any logos, copyrights, trademarks, or similar intellectual property of RANGE or its partners are affixed to Products, RANGE or its partners, as applicable. Nothing contained herein shall be deemed to grant any right or title to such intellectual property to Customer. Customer further agrees not to translate, reverse compile or disassemble any software. Customer will not remove, alter or destroy any form of copyright notice, proprietary markings, serial numbers, or confidential legends placed upon or contained within any Products.
- II. Customer understands and agrees that RANGE will not and has no duty to indemnify, defend or hold Customer or a third party harmless from or against any claims, losses, liabilities, damages, costs and expenses, judgments or settlement amounts arising out of or in connection with the actual or alleged infringement of a third party's intellectual property rights, except and only to the extent that a Supplier has expressly agreed to offer such indemnification and defense to Customer on a pass through basis. In addition, RANGE will pass through to Customer all indemnities made available by Supplier that Supplier has expressly authorized RANGE to pass through to Customer.
- III. Nothing contained herein shall be construed as authorizing or granting to Customer any right or license to use any logo, trademark or trade name of RANGE, or any Supplier, any license of which shall be subject to separate agreement including any then current policies of RANGE, or its Suppliers, as appropriate.

13. FORCE MAJEURE.

- I. Neither party shall be liable to the other party or be deemed in breach of these Conditions or any Contract by reason of delay or failure to perform if such delay or failure to perform was caused by Force Majeure.
- II. In the event of a Force Majeure event: (i) the party claiming Force Majeure shall, as soon as commercially practicable, notify the other party of such Force Majeure event provided the notifying party shall incur no liability for its failure to give such notice; (ii) the notifying party's duty to perform shall be suspended for the duration of the Force Majeure event; and (iii) the time of performance for the party impacted by the Force Majeure event shall be extended by a period equal to the duration of said Force Majeure event.
- III. In the event a Force Majeure event should continue for more than ninety (90) days, either party may, by written notice to the other, cancel a Contract insofar as IP VOICE Equipment remain undelivered under said Contract. Upon such cancellation, RANGE shall have no obligation to deliver and Customer will have no obligation to accept delivery of or pay for the undelivered IP VOICE Equipment, but the Contract shall remain in full force and effect regarding all IP VOICE Equipment delivered prior to the date of cancellation.

14. ADDITIONAL TERMS OF PURCHASE

Notwithstanding anything to the contrary herein, RANGE and its Suppliers reserve the right to make any changes in the specifications of the IP VOICE Equipment, without notice to

Customer, which are required in order to conform to any statutory or other legal requirements or which do not materially affect the performance of the relevant IP VOICE Equipment.

Any IP VOICE Equipment which are subject to guidelines, restrictions or provisions imposed by a Supplier are sold, supplied and delivered to Customer subject to any such guidelines, restrictions or provisions, which will be provided to Customer upon request.

15. ENTIRE AGREEMENT.

These Conditions constitute the entire agreement between the parties as to the subject matter hereof and supersedes and cancels any and all of Customer's terms and conditions, or other written or oral agreements previously existing between the parties and/or their affiliates with respect to such subject matter. Customer acknowledges that it is not entering these Conditions on the basis of any representations not expressly contained herein. Every Contract for the sale and purchase of IP VOICE Equipment as defined herein between RANGE and the Customer or any of its subsidiaries shall be subject to these Conditions, unless Customer and RANGE have signed a separate agreement regarding the subject matter herein, in which case the separate agreement will govern.