

VoiceSpring Terms of Service and Agreement

The terms contained herein apply to and govern the purchase, use, and provision of Services and Equipment provided by VoiceSpring to Customer by sale and/or lease as identified in a valid and binding Sales Order, submitted to and accepted by VoiceSpring. Customer represents that the person signing the Sales Order is Customer's agent with actual authority to sign the Sales Order and enter into this Agreement on Customer's behalf.

The Sales Order and these terms (collectively the "Agreement") constitute a binding agreement between VoiceSpring and the person or legal entity identified as the Customer in the Sales Order. By ordering, purchasing, or using VoiceSpring's Services and Equipment, Customer agrees to be bound by the terms contained in this Agreement.

The Services and Equipment contemplated by this Agreement are provided by VoiceSpring on an "AS IS" and "AS AVAILABLE" basis using reasonable skill and care in a commercially reasonable manner pursuant to the terms and conditions contained in this Agreement, and upon the condition that Customer accepts and agrees to comply with all of these terms.

Customer represents that all of the Services and Equipment to be provided under this Agreement by VoiceSpring are intended for, and will be used by Customer and all End Users, solely and strictly for business or governmental use only.

Customer acknowledges the terms contained in this Agreement include the limitation of VoiceSpring's liability, the limitations of 911 emergency dialing, and the requirement of mandatory arbitration.

Customer should not sign this Agreement unless Customer has read all of its terms and accepts each of them.

1. DEFINED TERMS – The following capitalized terms used in this Agreement shall have the meanings indicated:

Customer – means the person or entity identified in the Sales Order.

Customer Data – means any information provided by Customer, or obtained and collected through Customer's use of the Services; Customer's billing and payment information; information relating to customer support or management; and, other information relating to Customer's use of the Services.

Customer Location – means the location, identified by the correct physical address, for which the Customer receives Services at any time during the Term of this Agreement.

End User – means any individual user of the Services and Equipment, including, but not limited to, Customer and Customer's employees, agents, contractors, guests and invitees.

Equipment – means any and all facilities, equipment, software, devices or hardware provided to Customer by VoiceSpring for Customer’s use in connection with the Services, whether by license, lease or purchase.

Sales Order – means an order form provided by VoiceSpring and completed by Customer which specifies all Services and Equipment requested, leased, and/or provided, the prices for such Services and Equipment, and the initial Term.

Service or Services – means the Service or Services specified in the Sales Order and provided by VoiceSpring to Customer pursuant to the terms of the Agreement. Depending on the sense or context, the term Service or Services may include Equipment.

Start Date – means the date Services are activated and available to Customer for use, unless specified otherwise in the Sales Order.

Term – means the initial term of 36 consecutive months, unless specified otherwise in the Sales Order, and any renewal term.

VoiceSpring – means Voice Spring, LLC, an Illinois limited liability company, whose business address is 2216 W. Altorfer Drive, Peoria, Illinois 61615.

2. SERVICES PROVIDED AND CHARGES

Customer has ordered and VoiceSpring agrees to provide, upon the condition of prompt payment by Customer and compliance with the terms of the Agreement, certain Voice Over Internet Protocol (VOIP) Services and Equipment described in the Sales Order, for the Term of this Agreement in accordance with price and payment schedule as set forth in the Sales Order.

Service Levels – The customer service record (“CSR”) service level for VoiceSpring Service is 99.00%. The CSR is measured by the number of successful voice calls over the VoiceSpring platform. Service credits are measured by monthly average percentage of Service delivery (success of inbound and outbound calls). If Customer so requests, a credit will be applied if inbound or outbound calling falls below a CSR of 99.00% and is unavailable according to the chart below. Voice Service unavailability begins only when a support ticket, email or phone call is received from Customer by the VoiceSpring support team and ends when Service delivery has been restored to 99.00%.

<u>CSR%</u>	<u>Service Level Credit</u>
98 - 98.99%	5%
96 - 97.99%	10%
94 - 95.99%	15%
92 - 93.99%	25%
90 - 91.99%	40%
89.99% or less	50%

No credit will be given if the CSR falls below 99.00% for any of the following reasons:

- Installations out of VoiceSpring's architectural design;
- Power failure at Customer's Location;
- Local equipment found negatively affecting the IP telephony Services;
- Failure of equipment, systems, connections or services not provided by VoiceSpring;
- Circumstances or causes beyond the reasonable control of VoiceSpring;
- Call quality outside of VoiceSpring's network; or,
- Customer account is not current or in good standing.

3. SYSTEM REQUIREMENTS AND INSTALLATION

Customer agrees to provide, at Customer's sole expense and effort, the following as needed for VoiceSpring to install the Equipment and activate and maintain Services:

- Minimum 5mbps internet download speed;
- Minimum 1mbps internet upload speed;
- Internet ping time of less than 100 ms;
- Static IP address reserved exclusively for VoiceSpring;
- Customer owned router; and,
- Wiring and such other equipment deemed necessary by VoiceSpring to activate Services.

Customer authorizes VoiceSpring to install or cause to be installed the Equipment and Services selected by Customer in connection with the provision of Services. Customer warrants that it has full authority from the owner and/or other person in control of Customer's Location to permit the installation and operation of the Equipment and Services. Customer shall, at its own expense, make any necessary changes or repairs to Customer's Location as VoiceSpring may request to facilitate the installation and operation of the Equipment and Services. VoiceSpring assumes no liability or responsibility for delay or errors in the installation of any Services or Equipment.

Phone Numbers and Porting of Numbers - If Customer so requests, VoiceSpring will provide telephone numbers for Customer to use exclusively in connection with the Services and any Equipment provided hereunder. VoiceSpring reserves the right to change, cancel, or move any number at its discretion, and shall have the right to retrieve any such numbers upon termination of Service. In the alternative, Customer may choose to port one or more existing numbers to use with the Services. Upon termination of this Agreement, Customer shall have the right to port such existing numbers out of VoiceSpring's network following the effective date of termination and upon Customer's payment, in full, of all amounts that are due or owing to VoiceSpring, including porting fees, if any, charged by VoiceSpring.

4. TERM OF AGREEMENT

The initial Term of this Agreement is for a period of 36 consecutive months, unless specified otherwise in the Sales Order. The initial Term shall commence on the Start Date.

Unless VoiceSpring or Customer notifies the other at least thirty (30) days before the end of the initial Term, the Term of this Agreement will be automatically extended for successive periods of

one month each. If notice of non-renewal is given by either party, termination of Services and of this Agreement will be effective at the end of the initial Term.

At any time during the initial Term, VoiceSpring may, for any reason, terminate this Agreement prior to the end of the initial Term on sixty (60) days advance written notice to Customer.

VoiceSpring shall have the right to immediately terminate this Agreement at any time prior to the end of the effective Term in the event of breach or violation of any term, condition, warranty or provision as set forth in this Agreement by Customer or Customer's End User.

In the event Customer discontinues Services or otherwise terminates this Agreement prior to the end of the initial Term, Customer agrees to immediately pay to VoiceSpring, in addition to any other amounts due and owing, an early termination penalty in an amount equal to 75% of the total of all monthly charges for the remaining months of the initial Term.

Upon termination of this Agreement for any cause or reason, Customer shall have the obligation to pay all charges, billed or accrued and unbilled, for all Services and Equipment, and any early termination penalty that may apply; return all of VoiceSpring's Equipment at Customer's sole effort and expense; and, comply with any other applicable term or provision of this Agreement. Except as may be otherwise provided for at Section 14 of this Agreement with respect to force majeure events, Equipment shall be returned to VoiceSpring by Customer within fourteen (14) days of the date of termination. If Customer fails to return all Equipment within fourteen (14) days, or if any Equipment is found to be damaged or inoperable, Customer shall pay to VoiceSpring an amount equal to the replacement cost of such Equipment, the cost shall be charged to the payment account on file for Customer, and Customer authorizes immediate payment of such sum by ACH transfer or credit card charge, as applicable.

5. BILLING, PAYMENT AND RATES

Customer shall promptly pay VoiceSpring for all Services and Equipment when invoiced. Customer will receive all invoices electronically at the email address provided by Customer. Customer will be invoiced on a monthly basis and must remit full payment of each invoice no later than the due date specified in the invoice. Line charges and applicable taxes and fees will be invoiced one month in advance. All other charges, taxes and fees will be billed in arrears or as incurred, where applicable. If the initial Term does not begin on the first day of the month, charges shall be pro-rated for the partial month. Any invoice not paid by the due date will be considered past due. All unpaid and unbilled charges will be due immediately upon termination of this Agreement.

Payment Policy - VoiceSpring accepts payment only by ACH transfer or credit card for charges generated under this Agreement. By providing VoiceSpring with your signature and bank account information or a credit card number, and any other information necessary to process ACH transfers or charges to your credit card, you authorize VoiceSpring to treat your actual or electronic signature as evidence of your consent and authorization to initiate monthly recurring ACH transfers from your bank account or charges to your credit card in payment of all charges generated under this Agreement on the due date of each invoice, and for other charges as provided herein,

until (i) this Agreement is terminated; or, (ii) Customer provides sixty (60) days prior written notice to VoiceSpring to terminate the ACH transfers or credit card charges. If Customer elects to pay by credit card, Customer must provide VoiceSpring with credit card information on a timely basis prior to the expiration or termination of the credit card on file for payment, or in the event that Customer's credit card limit is or will be insufficient to cover payment of any invoice. If Customer's bank declines or reverses any ACH transfer, or if the credit card cannot be charged for any reason, VoiceSpring may suspend Services at any time and without notice to Customer and Customer agrees to immediately pay all amounts due, including any late payment and/or service charges. VoiceSpring may discontinue acceptance of payment by ACH transfer or by credit card upon thirty (30) days prior notice to Customer.

Modification of Charges/Rates - Upon thirty (30) days notice to Customer, VoiceSpring may make changes to its monthly charges for Services, Equipment, and/or the per minute rate for excessive long distance minutes. If Customer notifies VoiceSpring that it does not accept any such change, VoiceSpring may at its sole option continue to provide Service and Equipment to Customer at the former charge and rate or, at any time during the remainder of the Term, terminate Service to Customer upon at least thirty (30) days notice.

Taxes and Surcharges - Customer is responsible for payment of all applicable federal, state, and local taxes, and any tax VoiceSpring reasonably believes it has an obligation to collect and remit, surcharges (including 911 or E911 surcharges), duties, levies, charges and recoupments. Customer will pay any regulatory recovery fee charged by VoiceSpring to offset any cost incurred by VoiceSpring to comply with any governmental or regulatory action, requirement, inquiry or obligation.

Billing Disputes - If Customer disputes any portion of an invoice, Customer must timely pay the undisputed portion of the invoice and submit a written claim and any documentation in support of the claim to VoiceSpring not later than the due date of the invoice. The parties shall then attempt in good faith to resolve the dispute by negotiation. If the dispute is not resolved by mutual agreement within sixty (60) days of the date of the written claim, the disputed portion of the invoice will be immediately due and payable. Under no circumstances may an invoice be disputed later than sixty (60) following customer's receipt of the applicable invoice. Failure to dispute any invoice within that time period shall constitute Customer's acceptance of the charges and amounts shown on the invoice.

Partial Payment - The acceptance of any partial payment from Customer shall not constitute a waiver of VoiceSpring's right to collect the full balance owed by Customer under this Agreement. Any partial payment made by Customer may be applied to Customer's account in such proportion and amount as VoiceSpring may determine. VoiceSpring may accept payments marked as "paid in full" or containing similar wording without losing any rights under this Agreement or by law, including the right to recover in full all amounts actually due from Customer. VoiceSpring has the right to terminate this Agreement without notice to Customer if any invoice is not paid when due.

Late Charges/Returned or Declined Payment Fees - Any undisputed payment not made when due is subject to a late charge of five percent (5%) of the payment due or \$25.00, whichever

is greater. Customer agrees to pay a service charge of up to \$25.00 for any check, ACH transfer, or other instrument or means used as payment of any invoice that is returned, rejected, or declined for any reason by Customer's bank or financial institution.

6. POLICY OF USE

Services and Equipment are provided to Customer on the condition that the Services and Equipment are used in a manner that fully complies with this Agreement and any and all applicable laws. Customer will ensure that all End Users comply with this Agreement in the use of the Services and Equipment. Any use of the Services or Equipment by Customer or End User in a manner inconsistent with this Agreement will constitute a material breach of this Agreement and may result, at VoiceSpring's sole option, in the suspension, limitation, or termination of the Services without notice to Customer.

Restrictions on Outbound Long Distance Minutes –The Services offered include, subject to any restrictions set forth in this Agreement, unlimited local calling and outbound long distance calling at a volume of 1,000 minutes per month on a per seat/per line basis. In the event outbound long distance volume exceeds 1,000 minutes in any month for any seat/line, Customer will be billed five cents (\$.05) per minute for each seat/line exceeding the monthly limitation of 1,000 outbound long distance minutes.

Other Restrictions on Use - Customer will not use or permit the Services to be used for any illegal, fraudulent, deceptive, illicit, indecent, disruptive, tortious, or improper purpose. Customer will not use or permit the Services to be used in a manner that causes a disruption to VoiceSpring's network integrity, interferes or compromises the delivery of services to any other VoiceSpring customer, or compromises or threatens the security of VoiceSpring, its vendors, or customers. Customer will not use or permit the Services to be used to infringe upon or misappropriate intellectual property or right of any party. Customer will not use or permit the Services to be used to transmit viruses, malware, or any other harmful programs. Customer will not use or permit the Services to be used for auto-dialing for any purpose, continuous and/or extensive call forwarding, continuous connectivity, fax broadcasting, fax blasting, telemarketing, traffic pumping, for calls or patterns of calls outside Customer's normal use or volume, use of any system configuration to make outbound calling available to multiple persons, 24x7 telemarketing, call "spoofing" of any kind, and any activities resulting in excessive calling charges, NECA charges, or any other activity that would be inconsistent with reasonable business usage, unless specifically and expressly agreed to in advance and in writing by VoiceSpring in each instance.

Customer will not allow or permit the Services to be sold, assigned, licensed, or transferred to any other person or entity. Customer will not use or permit the Services to be used in connection with any activity or purpose that requires fail-safe and error-free performance of the Services including, but not limited to, security systems, alarm systems, and medical monitoring systems, where the failure or interruption of the Services may result in physical injury, harm or death, property damage, environmental damage, or other liability or damage. Customer will not use or permit the Services to be used to transmit or store "Protected Health Information" as that term is defined by the federal Health Insurance Portability Act of 1996, or any similar or related laws. Customer will

not allow or permit the Services to be used in any other manner VoiceSpring may deem or conclude in its sole discretion is harmful, objectionable, or contrary to the terms or intent of this Agreement.

911 Emergency Service – Operation and Limitations - VoiceSpring's Services includes an Enhanced 911 (E911) function which provides 911 emergency calling service as a standard feature. This service works differently from traditional systems and there are inherent limitations in accessing 911 with the Services. These limitations are important as they may impede or prevent accessing emergency services if 911 is dialed in the event of an emergency.

It is possible that emergency calls made using the Services will not connect to an emergency call center, ring to an administrative line of a call center that is not staffed after hours or by a trained 911 operator, or be routed to the National Emergency Call Center rather than the local emergency call center for Customer's geographical location. It is also possible that a 911 call made using the Services will not display or transmit the caller's phone number or physical location because the emergency call center to which a call is routed does not support those functions. Before and during the term of this Agreement it is vital for Customer to provide the correct physical address where the Services are to be provided in order to allow VoiceSpring to provide that information to the appropriate emergency authority or public safety answering point. It is also possible that emergency calls cannot be made if the Services are interrupted due to electrical or internet failure, network failure, termination of Service, or for any other reason.

It is possible, for reasons beyond VoiceSpring's control, that in some locations the operator of the emergency call center will be unable to see the number or location from which a 911 call is made. This may delay or prevent the dispatch of emergency services. For this reason, it is important that Customer and any End User, guest, or invitee of Customer is prepared to provide the correct location of the caller and the telephone number used when placing a 911/E911 emergency call, but if such person cannot speak it is possible the attempt to call for emergency help will fail.

A call made from nomadic equipment assigned to the same telephone number will reach the emergency call center associated with Customer's Location, rather than the location of the call when made.

These limitations are important. Customer must affirmatively acknowledge that it is aware of and understands these limitations before activation of the Services. Customer should not accept the Services if Customer is not comfortable with the limitations inherent with the 911 service offered under this Agreement.

Correct Address for the Services is Required - In order for a 911 call to be properly directed to an emergency call center Customer must provide VoiceSpring with Customer's correct, physical address at Customer's Location prior to activation of the Services. VoiceSpring will provide this address to the emergency call center serving Customer's Location. If the Customer Location changes at any time following activation, Customer must notify VoiceSpring prior to moving the Services to a new location, or to a new location within Customer's Location. The failure of Customer to provide the correct address of Customer's Location, prior to the initial Term or at any time thereafter if Customer's Location changes, may result in calls being directed to the wrong emergency call center, may transmit the wrong address of Customer's Location, the

emergency call may fail completely, or may result in a delay in making Customer's Location available in or through the automatic location identification database.

Some states require a business that uses multi-line telephone systems to program the system so that it will transmit the specific location information of a 911 call made from a phone located within a building or buildings of the business location. It is the sole responsibility of the Customer, and not VoiceSpring, to comply with any such laws, if applicable. The failure of Customer to do so will constitute a breach of this Agreement.

Service Interruptions - Customer understands and acknowledges that VoiceSpring's 911 service will not work in the event of: (1) an electrical power or internet outage; (2) network congestion, broadband failure, a problem with network/communication facilities, equipment failure or network failure, or other technical problem, including network communications; or (3) if Customer's Service account is suspended or terminated.

Customer's Obligation to Notify Users - Customer has an affirmative obligation to notify any and all persons who may use the Services to place an emergency call by dialing 911 of the limitations of the emergency dialing service provided under this Agreement.

As required by federal regulation VoiceSpring will provide Customer with labels that must be affixed to every phone or such other equipment that is used or might be used to access the Services, warning that 911 service may be limited or not available.

Limitation of Liability and Indemnification - Customer agrees to and shall defend, protect, indemnify and hold harmless VoiceSpring, its officers, directors, affiliates, employees, agents, and service providers, from and of any and all third-party liabilities, claims, demands, actions, costs, expenses, penalties, fines, suits or other matters, including reasonable attorney's fees, whether based upon or claimed to be based upon contractual, statutory, tort or other liability, incurred in connection with, related in any way to, or arising from (1) Customer's failure or delay in providing VoiceSpring with accurate address information for Customer's location; (2) Customer's failure to affix warning labels supplied by VoiceSpring to every phone or other equipment that is used, or might be used, to access the Services, warning of the limitations of 911 service; (3) Customer's failure to warn any person who may place an emergency 911 call using the Services of the limitations of 911 service; (4) the failure, outage, or absence of the Services; (6) the unavailability or failure of emergency call dialing using the Services; (7) the inability of Customer, any End User, or other person whatsoever using the Services to make or complete an emergency call for any reason.

7. INTERNATIONAL CALLS, SPECIAL CALLING, DIRECTORY ASSISTANCE

Collect calls, third party or calling card calls, 0+ calling, toll free service, directory assistance, relay services for callers with a disability, and all other similar or related services, are charged and billed at the applicable rate then in effect for such calls or services on a per call/per event basis, in addition to any taxes, regulatory fees, or surcharges applying to such calls and services. Unless otherwise agreed to in writing, international long distance calling is disabled and will not be made available to Customer or Customer's End Users. If such calls are made available, each

international long distance call will be billed on a per-call basis at the then-applicable international rate, in addition to any applicable taxes, fees or surcharges.

8. DEFAULT AND REMEDIES

If Customer fails to pay any amount herein provided when due, or if Customer fails to perform any other provisions hereof or breaks any promise under this Agreement, or if any proceeding in bankruptcy, receivership, or insolvency shall be commenced by or against Customer or its property, or if Customer makes any assignment for the benefit of creditors, Customer shall be in default, and VoiceSpring shall have the right, but shall not be obligated, to exercise any one or more of the following remedies: 1) recover all existing amounts due from Customer and continue to provide Services hereunder, in which case Customer shall be obligated to continue to pay all monthly and other sums due under this Agreement; 2) in the event of breach of any Policy of Use provision of Section 6 of this Agreement, suspend, limit or terminate Services without notice to Customer and recover any Equipment and the existing amounts due under this Agreement and collect the remaining balance due under this Agreement and all other sums that may be due to VoiceSpring under this Agreement, and exercise all remedies provided or available to VoiceSpring under the Uniform Commercial Code; 3) terminate this Agreement upon five (5) days' notice to Customer and recover any Equipment, the existing amounts due under this Agreement, the total of all monthly charges for the remaining months of the Term, and all other sums that may be due to VoiceSpring under the law and this Agreement, and exercise all remedies provided or available to VoiceSpring by the Uniform Commercial Code. Customer's abandonment of Customer's Location or the Equipment shall not relieve Customer of its obligations under this Agreement.

Customer agrees to pay all costs incurred by VoiceSpring to collect any amount owed under this Agreement or to enforce any obligation under this Agreement, including, but not limited to, collection agency fees, reasonable attorney's fees, expenses, and court costs incurred in connection with demands and/or negotiations, in court or arbitration proceedings, on appeal, in post-judgment collection efforts, and/or in bankruptcy proceedings.

9. WARRANTY DISCLAIMER

THE SERVICES, SOFTWARE AND EQUIPMENT PROVIDED BY VOICESPRING UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VOICESPRING DISCLAIMS ANY AND ALL WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, SOFTWARE AND EQUIPMENT PROVIDED, INCLUDING BUT NOT LIMITED ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING, AND ALL SIMILAR WARRANTIES ARISING UNDER LAW OR OTHERWISE. TO THE EXTENT VOICESPRING CANNOT DISCLAIM ANY WARRANTY IN ANY JURISDICTION, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE LIMITED TO THE FULLEST EXTENT AS MAY BE PERMITTED BY LAW. VOICESPRING MAKES NO WARRANTY THAT THE SERVICES WILL BE

ERROR OR FAILURE FREE OR WILL MEET CUSTOMER'S NEEDS, REQUIREMENTS, DEMANDS OR EXPECTATIONS, OR THAT THE SERVICES WILL BE COMPATIBLE OR OPERATIONAL WITH CUSTOMER'S OUT-DIALING SYSTEMS SUCH AS SECURITY OR ALARM SYSTEMS, SATELLITE SYSTEMS, MEDICAL MONITORING SYSTEMS AND TTY EQUIPMENT, OR WITH ANY SOFTWARE OR EQUIPMENT OF ANY KIND NOT PROVIDED BY VOICESPRING. CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT VOICESPRING HAS NO CONTROL OVER COMMUNICATION FACILITIES AND VOICESPRING CANNOT CONTROL THE TRANSFER OF DATA OVER THOSE FACILITIES. CUSTOMER ACKNOWLEDGES AND ACCEPTS THERE MAY BE DELAYS, FAILURES, ERRORS, SERVICE DISRUPTIONS AND INTERRUPTIONS IN THE PROVISION OF SERVICES. NO ADVICE OR INFORMATION GIVEN BY VOICESPRING OR ITS EMPLOYEES AND AGENTS SHALL CREATE ANY WARRANTIES HEREUNDER. VOICESPRING DOES NOT GUARANTEE OR WARRANT THE SAFETY OR SECURITY OF ANY COMMUNICATIONS OR INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT DESIGNED TO BE USED IN CONNECTION WITH THE TRANSMISSION OR STORAGE OF "PROTECTED HEALTH INFORMATION" AS THAT TERM IS DEFINED BY THE FEDERAL HEALTH INSURANCE PORTABILITY ACT OF 1996, OR ANY SIMILAR OR RELATED LAWS.

10. LIMITATION OF LIABILITY, EXCLUSION OF CONSEQUENTIAL DAMAGES

VOICESPRING'S LIABILITY UNDER THIS AGREEMENT IS LIMITED. CUSTOMER AGREES THAT VOICESPRING'S AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES FOR ANY CAUSE OR REASON WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED TO OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO AND NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO VOICESPRING IN AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE TOTAL CHARGES PAID TO VOICESPRING BY CUSTOMER DURING THE PRECEDING TWELVE (12) MONTHS, OR \$250.00, WHICHEVER IS LESS, PRECEDING THE EVENT OR EVENTS GIVING RISE TO ANY CLAIM, WHETHER THE CLAIM IS FOUNDED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, AND VOICESPRING SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, REPLACEMENT COSTS, COVER DAMAGES, LOST PROFITS OR LOSS OF REVENUE, DAMAGES FOR CORRUPTION OR LOSS OF DATA, REPUTATIONAL DAMAGES, LOSS OF GOODWILL, PERSONAL INJURY, AND/OR ALL OTHER DAMAGES WHATSOEVER, EVEN IF VOICESPRING IS INFORMED OF THE LIKLIHOOD OF SUCH DAMAGES AND EVEN IF THEY ARE REASONABLY FORESEEABLE. THE REASONABLENESS OF THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION ARE ACKNOWLEDGED BY THE PARTIES.

11. OTHER INDEMNIFICATIONS - In addition to the indemnification provisions provided elsewhere in this Agreement, Customer agrees to and shall defend, protect, indemnify and hold harmless VoiceSpring, and its officers, directors, affiliates, employees, agents, and service providers, from any and all liabilities, claims, demands, actions, costs, expenses, penalties, fines, suits or other matters, including reasonable attorney's fees, incurred in connection with, related

to, or arising from any claim, suit, demand, action, proceeding, or loss, whether based upon or claimed to be based upon contractual, statutory, tort, or other liability, made or brought against VoiceSpring and/or any of its officers, directors, affiliates, employees, agents, or service providers, by any third party arising from or relating in any way to: (1) any act or omission, misconduct, negligence, fault or error of Customer or its employees, agents or contractors or any user of the Services or Equipment, regardless of whether such user was authorized or unauthorized by Customer; (2) breach of any duty or obligation owed by Customer under this Agreement; (3) Customer's breach of any representation, covenant, or warranty made by Customer under this Agreement; (4) use of the Services, software or Equipment in violation of applicable law or the terms of this Agreement; (5) except for claims based on willful misconduct or gross negligence of VoiceSpring, any claim by an employee, End User, invitee or guest of Customer; (6) claims for infringement of any intellectual property right; and, (7) claims related to Customer content.

12. DISPUTE RESOLUTION

Except as is otherwise specifically provided below, the parties agree that all disputes and controversies of every kind and nature that arise out of or relate to this Agreement, or the breach thereof, shall be submitted to final and binding arbitration, but only if the parties have failed, in good faith, to resolve the dispute between themselves using commercially reasonable efforts. In that regard, the disputing party shall send written notice to the other party describing the dispute and the resolution sought. Each party shall then appoint a representative from within their respective company to represent the party, and each party's representative shall use good faith and commercially reasonable efforts to reach a resolution of the dispute. If the parties fail to reach a good faith resolution within 30 days of the receipt of notice of a dispute by the non-disputing party, the dispute shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its published rules governing commercial disputes in effect at the time. Where arbitration is sought, the party seeking arbitration must provide written notice to the other party describing the dispute, and the resolution sought. Arbitration shall take place in Peoria, Illinois. VoiceSpring shall have the right to recover from Customer all costs, expenses, and reasonable attorney's fees, incurred by VoiceSpring in connection with any arbitration proceeding. Resort to arbitration shall not prevent the termination of Services under this Agreement according to its terms.

Disputes Not Subject to Arbitration – This Section 12 shall apply to all claims that either party may have against the other and their respective representatives except: (1) claims related to a duty to indemnify or defend under the terms of this Agreement; (2) claims by VoiceSpring relating to unpaid Service or Equipment charges due from Customer under this Agreement; (3) claims for injunctive relief against Customer relating to the use or disclosure of confidential information or remedies related to the protection of VoiceSpring's intellectual property or personal data; and, (4) claims relating to fraudulent use of the Services, piracy, theft, or unauthorized use by Customer or Customer's End Users.

13. PRIVACY POLICY

We value you as a Customer and know that you care how information about you is collected and used. This Privacy Policy informs you about what information we collect and how we use it.

Personal Information We Collect - When we use the term “Personal Information” we mean information you provide to us and information we collect when you visit our website.

Information you provide to us includes all information you provide when you request a quote or when you establish and maintain an account with us. It also includes all information you provide when we deliver and provide Services to you and to service your account. This information may include business name, location, size and purpose, phone numbers, mobile numbers, email addresses and other contact information, employee names, payment and other financial information, call records and phone numbers of inbound and outbound calls, call recordings, service records, usage data, and other similar information.

How We Use Your Personal Information - We use your Personal Information for the following purposes, all of which relate to the relationship between you and us, and the Services we provide:

- to provide you with the Equipment and Services you order from us;
- for shipping, billing and collection purposes;
- to communicate with you and provide you with after-sales Services and support; and,
- to manage and respond to requests, inquiries, questions and from you.

We also may use and process your Personal Information for the purposes listed below, which are necessary for us to pursue our legitimate interests and provide you with quality Services:

- for security and fraud prevention purposes as well as for protecting our rights, pursuing available remedies and enforcing our Terms of Service and Agreement;
- to administer our systems, debug, and improve the performance, optimization and accessibility of our website; and,
- to manage, monitor, improve, and optimize the use of our Services.

With your consent, we may also process your Personal Information to provide you with marketing communications, recommendations and special offers regarding our Services.

Please refer to the Your Choices and Rights section below for information regarding how you can manage your options and exercise your rights with respect to your data.

Disclosure Of Your Personal Information - VoiceSpring does not sell your Personal Information to outside marketers or advertisers. Under limited circumstances we may disclose the Personal Information we collect to third parties for all or part of the above-mentioned purposes. We may share your information with companies that provide technological or support services to us (such as credit card processors or web hosts) or that help us market our products and services. These companies may need information about you in order to perform their functions. These companies are only authorized to use the Personal Information we share with them for the purpose of delivering the service we hire them to provide and we only disclose the information they need to provide the specific service or function.

We may disclose your Personal Information to a person who is seeking the information and is acting as your agent. We may disclose your Personal Information when we believe the law requires it, in response to any demand by law enforcement authorities in connection with a criminal investigation, in response to civil or administrative authorities in connection with a pending civil case, governmental authorities or administrative investigation, or in connection with an investigation conducted by VoiceSpring.

Your Choices And Rights - You may correct or update your information by calling your VoiceSpring account manager at (309) 282-2900 or contact us online at info@voicespring.net. To see your personally identifiable information you may e-mail us at info@voicespring.net to arrange a time and convenient location to do so during our normal business hours. You will need to provide proper identification and you may examine records that contain personally identifiable information about you and no one else. We will work with you to make corrections if you believe any of your personally identifiable information is not accurate. We reserve the right to charge you for the cost of photocopying any documents you request.

Notice To California Residents - If you are a California resident, you may have certain additional rights. California Civil Code Section 1798.83 may permit you to request information regarding the disclosure of your Personal Information by VoiceSpring to third parties for the third parties' direct marketing purposes. If you are a California resident, please contact info@voicespring.net for additional information or to make a request.

Data Security And Retention - VoiceSpring has implemented safeguards and security measures designed to protect against the loss, misuse, or unauthorized access or disclosure of your Personal Information under our control. We also take measures to protect the Personal Information we disclose to third parties. Our service providers are bound by contract to keep your Personal Information confidential and use it only to perform services on our behalf.

Changes To Our Policy - We may change this Policy from time to time, and will post any revised Policy on our website. Any changes will apply only to Personal Information we collect after we have posted the revised Policy. If we make material changes to the way we collect, use or disclose Personal Information, we will notify you by posting a clear and prominent announcement on our website or through a direct communication. To the extent allowed by applicable law, your continued access to or use of this website following notice of any material changes to this Policy shall constitute consent to any amendments and/or modifications. Where required by law we will provide a separate notice or seek separate consent for changes to our privacy policy or practices.

Contact Us - If you have questions about this Privacy Policy or our data security practices, please contact: VoiceSpring, LLC, Attn: Administration, 2216 W. Altorfer Drive, Peoria, Illinois 61615, by calling (309) 282-2900, or by emailing us at info@voicespring.net.

14. MISCELLANEOUS

Relationship of the Parties – The parties to this Agreement are independent contractors. Nothing in this Agreement shall be construed or interpreted in any way to create an agency,

association, partnership, joint venture, employment or franchise between VoiceSpring and customer, or any liability attributable to such relationship.

Notices - Any notice required to be given to VoiceSpring under this Agreement shall be in written form, in the English language, and shall be deemed given when personally delivered, deposited for mailing by first class mail, or sent by email with written confirmation by first class mail sent the same day to VoiceSpring, at 2216 W. Altorfer Drive, Peoria, Illinois 61615, with a copy to doberlander@voicesspring.net. Any notice required to be given to Customer under this Agreement shall be in written form, in the English language, and may be sent to Customer by email or by first class mail, at VoiceSpring's option. Such notice to Customer shall be deemed given when deposited for mailing by first class mail or sent by email to Customer at the physical or email address listed on the Sales Order or otherwise associated with Customer's account.

Assignment – VoiceSpring may assign any or all of its rights under this Agreement, by way of assignment, sale or otherwise. If that event, VoiceSpring may disclose any and all information concerning Customer's account to anyone to whom rights are transferred and Customer consents to the sharing of Customer's information in this manner. Customer shall not assign its rights under this Agreement without the express, written consent of VoiceSpring.

Right To Modify VoiceSpring reserves the right to modify the content or nature of the Services, the Equipment, or both, and the pricing for such Services and Equipment. VoiceSpring Customer's continued use of the Services and/or Equipment following notice by VoiceSpring of such modification shall constitute acceptance of any such modification. In the event of any change of law, regulation or industry practice that materially alters or affects VoiceSpring's ability to perform under this Agreement, VoiceSpring may, at its sole option, terminate any obligation it may have with respect to the Services or Equipment or otherwise modify the terms of this Agreement. Any other amendment to this Agreement must be in writing and executed by the authorized representative of each party.

No Waiver – VoiceSpring can delay enforcement or not enforce any of its rights under this Agreement without losing the right to enforce them in the future

Invalidity/Severability - If any provision of this Agreement is found by a court or tribunal of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court or tribunal shall endeavor to give effect to the parties' intentions as reflected in the provision. If any provision of this Agreement is determined or deemed invalid or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

No Third Party Beneficiaries - No provision of this Agreement is intended for the benefit of any third party not a party to this Agreement, and shall not grant or convey any third party rights, claims, or remedies.

Governing Law - This Agreement is made in Peoria, Illinois and will be governed by and interpreted in accordance with the laws of the State of Illinois and the federal laws applicable therein, without regard to conflict of law provisions. Customer agrees that Peoria County, Illinois is the appropriate jurisdiction for all actions brought or arbitration sought by Customer or by

VoiceSpring in respect to this Agreement and the relationship contemplated herein, including the recovery of amounts due under this Agreement.

Headings – Section headings used in this Agreement are for reference only and shall not limit or control any term or provision of this Agreement or the construction or interpretation of this Agreement.

Force Majeure - Except for delay or performance in the payment for Services due hereunder by Customer, neither party shall be liable for the delay of any performance due to a cause or causes beyond the reasonable control of the party, including acts of God, acts of terrorism, labor strike or disruption, government action, fire, explosion, denial of service attacks, vandalism and such other third party illegal acts. Either party may terminate this Agreement without liability if the Services or the use thereof are materially affected as the direct result of the force majeure event. However, if the result of the event was foreseeable and could have been avoided, prevented or mitigated by Customer through the use of reasonable measures, Customer shall continue to be bound and, if any Equipment was lost, stolen or damaged, Customer shall pay to VoiceSpring an amount equal to the repair or replacement cost of such Equipment and such amount may be charged to the payment account on file for Customer, and Customer authorizes immediate payment of such sum by ACH transfer or credit card charge, as applicable. If termination of this Agreement is elected, Customer shall return all Equipment provided by VoiceSpring at Customer's expense within fourteen (14) days, or pay upon demand an amount equal to the fair market value of the Equipment if it is damaged or cannot be returned as a result of the force majeure event, which amount may be charged to the payment account on file for Customer, and Customer authorizes immediate payment of such sum by ACH transfer or credit card charge, as applicable.

Survival – The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive, including, but not limited to, representations and warranties, limitations of liability, and indemnifications.

Entire Agreement - This Agreement and the Sales Order constitute the entire agreement between the parties and shall govern Customer's use of the Services and/or Equipment hereunder, and shall supersede any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. Except as otherwise provided for and permitted under this Agreement, no amendment to this Agreement shall be binding unless agreed to in writing by the parties.

END OF TERMS OF SERVICE AND AGREEMENT

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