

MASTER SERVICE AGREEMENT GENERAL TERMS OF SERVICES

These General Terms of Services are incorporated into, and along with the executed Service Order and any other Terms of Services and policies of Dash Light Voicecentral LLC ("Voicecentral"), constitute the Master Services Agreement (the "Agreement") between Customer and Voicecentral.

By accessing or utilizing any of the Services or products offered by Voicecentral, you agree to be bound by the terms of this Agreement. These Terms of Services supersede all earlier versions and require mandatory arbitration of disputes. Please read these Terms of Services carefully, as they describe your legal rights and obligations. This Agreement shall become effective as of the date of (1) your signature on a Service Order or your electronic signature on or acceptance of this Agreement, (2) the activation of your account or (3) your receipt of an e-mail from Voicecentral confirming your order, whichever happens first. Customer may be referred to using "you" and "your" herein.

1. Term. Unless otherwise specified in a Service Order, the initial term ("Initial Term") of this Agreement shall be equal to any equipment rental or lease agreement term that Customer signs (whether through Voicecentral or a third-party) (typically 3, 4, or 5 Years) from the Service commencement date. Unless written notice is given by either party no sooner than ninety (90) days and at least thirty (30) days prior to the expiration of the Initial Term, this Agreement shall automatically renew for a one-year term ("Renewal Term" and with the Initial Term the "Term"). In cases where an equipment rental or lease agreement is integrated, the Service Initial Term begins on the commencement date of the lease or rental agreement. Upon completion of any equipment rental or lease agreement, Voicecentral will begin billing the rental or lease payment for the equipment in the total Service fees rather than under the lease or rental agreement. The Customer should work with Voicecentral to either replace or purchase the equipment listed on the equipment rental or lease agreement for its then fair market value. In all cases any equipment is subject to Section 11. Either party may terminate this Agreement (a) at the end of the Term by providing the other party with at least sixty (60) days written notice: or (b) except as otherwise stated herein, during any Initial or Renewal term if the other party breaches any material term or condition of this agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of the same. If Customer terminates Service before the Term for any reason, or Voicecentral terminates Services for Customer's breach of this Agreement or the Voicecentral AUP, Customer may be subject to a termination liability. The termination liability shall equal 100% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the Term commitment. Further, Customer shall be liable to and immediately pay Voicecentral for any discounts applied to the original Term of the Services, any equipment fees and any underlying third party charges that Voicecentral incurs as a result of the early termination. All termination notices to Voicecentral must be sent to: Voicecentral LLC, 3333 S Congress Avenue, Suite 200, Delray Beach, FL 33445. Voicecentral may restrict or suspend your rights under this Agreement and Customer's of the Voicecentral service at any time to the extent Voicecentral deems it is necessary to protect the Voicecentral network. Notwithstanding any other provision of the Agreement, Voicecentral may elect in its sole discretion to terminate this Agreement and any or all outstanding Service Orders upon providing Customer with written notice of such election. In such event, the effective date of termination shall be thirty (30) days from the date of such notice

2. Fees and Billing. Customer agrees to pay the amounts billed by Voicecentral to Customer which shall include activation/installation charges, non-recurring charges, equipment charges, and monthly recurring charges and any other fees indicated in a Service Order or as set forth herein or in any addendum to this Agreement, or any cost recovery fees or government surcharges (collectively, "Service Fees") within thirty (30) days of invoice. You agree to pay all fees and charges incurred on your account, including any and all city, state or federal taxes and surcharges, whether imposed on Voicecentral or directly on you. Please refer to the Voicecentral Taxes, Fee and Surcharges list of possible Service Fees you may be charged at <https://www.voicecentral.com/>. Voicecentral reserves the right to change the rates and charges for any renewal term by providing you reasonable written notice in advance of the effective date of change. Any monthly recurring fees that contemplates a fixed usage of minutes for domestic and international use shall be subject to an additional usage charge for any minutes that exceed the fixed amount. Unless otherwise

indicated in a Service Order, Voicecentral shall limit and cap usage for voice service at a standard usage rate, which shall be provided to Customer, and Customer may be billed for overages.

All fees and charges will be due, in U.S. dollars, on the first day of the service month as indicated on the Voicecentral invoice **and may be charged to your Payment Account without further notices from Voicecentral.** Billing is invoiced monthly in advance and will commence when the connection from the Voicecentral network is completed to your equipment and service is initiated. All recurring months charges are due at the beginning of the service month. Accounts are in default if payment of all amounts due is not received forty-five (45) days after date of invoice and are subject to an interest rate on the outstanding balance of either 1.5 % per month or at the maximum allowable rate under state law, whichever is lower. Accounts unpaid (60) days after date of invoice may have the Service interrupted or terminated. Such interruption of Service does not relieve you of your obligation to pay for the Service. Only a written request to terminate your service, in accordance with these Terms, relieves you of your obligation to pay for the Service. If you default, you agree to pay Voicecentral its reasonable expenses, including any attorney's or collection agencies fees, incurred in enforcing its rights.

"Payment Account" shall refer to the credit card account provided by you upon registration to pay for Services. Voicecentral may add, delete, or modify the methods by which customers can pay for the Voicecentral Services at any time without prior notice, in its sole discretion. **Customer is deemed to have given Voicecentral on-going and continuous authorization to charge any credit-card provided to Voicecentral or any other Payment Account as long as Customer uses the Services and for any early termination liability.** If Customer pays by check, if the check is returned unpaid, Customer will be subject to immediate termination for suspension of the Services as stated above and will be charged a check return and reinstatement fee in the amount of no less than \$100, but in any event an amount determined by Voicecentral in its sole discretion.

3. Billing Disputes. Only disputes made in good faith, in a timely manner and properly documented as required herein, as determined by Voicecentral in its sole discretion, will be considered by Voicecentral. To meet these requirements, Customer must provide Voicecentral with written notice of any disputed charge(s) within thirty (30) days of the original Due Date for such charges. Along with such notice, Customer shall set forth in detail all grounds for disputing each charge and provide all documents supporting each dispute. Customer shall not have the right to withhold any amount not properly disputed. Voicecentral and Customer shall attempt in good faith promptly to resolve any dispute within thirty (30) days of Voicecentral's receipt of notice of that dispute. If a dispute is not resolved, Voicecentral shall have the right to determine in good faith the merit of each dispute and Customer's associated payment obligation. If Voicecentral determines that any amount withheld in dispute is owed, Customer shall pay that amount within ten (10) days of its receipt of written notice from Voicecentral of such determination, plus interest at the lower of 2.0% per month or the maximum rate permissible under applicable state law, calculated from the Due Date until the date payment is received by Voicecentral. Failure to pay such amount in full within such ten (10) day period shall be a breach hereof and shall entitle Voicecentral, in addition to its other remedies at law or equity, to terminate all Services to Customer without notice and without liability of any kind or amount. If Voicecentral determines that any amount withheld in dispute is not owed, Voicecentral shall issue a credit for that amount spread out evenly in future billings over a period to be determined in Voicecentral's sole discretion after Voicecentral's determination is made. Customer's exclusive remedy for issues relating, whether directly or indirectly, to any disputes shall be in the forum and pursuant to the laws as set forth in the Agreement.

4. Limitation of Liability. IN ADDITION TO ANY LIMITATIONS OF LIABILITY RELATED TO SPECIFIC SERVICES, INCLUDING E911, AND VOICECENTRAL FRAUD POLICIES, IN NO EVENT SHALL VOICECENTRAL OR ANY AFFILIATED PERSON OR ENTITY BE LIABLE TO CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY FOR ANY PERSONALY INJURY, DAMAGE TO EQUIPMENT, LOSS OF DATA, PROFIT OR REVENUE OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, RELIANCE, COST OF COVER, SPECIAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY, PERFORMANCE, NON-

PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THE AGREEMENT, EVEN IF CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY ADVISES VOICECENTRAL OR ANY AFFILIATED PERSON OR ENTITY OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. VOICECENTRAL SHALL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT OR THE PROVISION OF SERVICES, AND CUSTOMER HEREBY INDEMNIFIES AND HOLDS HARMLESS VOICECENTRAL FROM AND AGAINST ANY LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF SUCH DAMAGE OR INJURY.

Customer acknowledges that Voicecentral has set its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability, the disclaimers of warranties and damages and Customer's indemnity obligations set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if this Agreement is found to have failed of their essential purpose.

5. DISCLAIMER OF WARRANTY. VOICECENTRAL MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VOICECENTRAL WILL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY (INCLUDING ANY SUBSCRIBERS TO OR USERS OF ANY SERVICES PROVIDED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, OR SERVICE INTERRUPTIONS. VOICECENTRAL EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OF THE INFORMATION PASSING THROUGH ITS NETWORK OR OVER THE INTERNET. USE OF ANY INFORMATION OBTAINED OVER THE VOICECENTRAL NETWORK OR THE INTERNET IS AT YOUR OWN RISK. VOICECENTRAL SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF THE INFORMATION OBTAINED THROUGH ITS SERVICE. IN NO EVENT WILL VOICECENTRAL LIABILITY FOR ANY CLAIM (WHETHER IN TORT, CONTRACT, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE IN LAST MONTH OF SERVICES.

6. INDEMNIFICATION OF VOICECENTRAL You agree that you shall fully defend, hold harmless and indemnify Voicecentral, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines penalties, costs and expenses, attorneys' fees, arbitration fees, mediation fees, expert expenses, and all other consequences of every kind, directly or indirectly resulting from any and all failure(s) of you or your agent(s) to fully comply with all duties, obligations and other provisions set forth in this Agreement, including, but not limited to, your warranties set forth or your violation of a third party's intellectual property rights. You further agree to defend, indemnify and hold harmless Voicecentral, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from and against any and all claims, demands, actions, suits, loses, liabilities, damages, injuries, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of any property damage or recoverable economic loss incurred by a third party, to the extent such damage or loss is caused by any act or omission of you or your agents in connection with the performance of this Agreement. You agree that Voicecentral shall have the right to participate in the defense of any such claim through counsel of its own choosing at your expense

7. Service Interruption: Your exclusive remedy for any unavailability or failure of the Voicecentral network or any Services is solely a pro-rata credit on future billings for the period down from your monthly billing in Voicecentral sole discretion.

8. Customer Responsible for Fraud/Insurance. Voicecentral recommends that Customer purchase fraud insurance.. **In the event Customer's network security is compromised, Customer would not be financially responsible for said fraudulent service charges if it purchases the fraud insurance.** Otherwise see Voicecentral's Fraud Policy at <https://www.voicecentral.com/>.

9. Resale. Customer acknowledges and agrees that Customer may not sell, resell, transfer, convey, white label, wholesale or in any way distribute the Services to or for the benefit

of any third party without express prior written consent of Voicecentral (which consent may be withheld in Voicecentral's sole discretion). The foregoing prohibition shall apply, without limitation, to any and all fiber, circuits, equipment or other Service elements which Customer purchases from Voicecentral.

10. Privacy. It is Voicecentral's policy to respect your privacy. Voicecentral will not monitor, edit, or disclose any personal information about you or your account, including its contents, without your prior consent unless Voicecentral deems it necessary, in its sole discretion, to comply with legal process or other legal requirements, including but not limited to responding to civil or criminal subpoenas, search warrants, national security letters, or other requests for information from law enforcement officials; protect and defend the rights or property of Voicecentral or its officers, agents, affiliates, and licensees; enforce this Agreement; or protect the interests of other Voicecentral customers.

NOTWITHSTANDING THE PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, VOICECENTRAL RESERVES THE RIGHT (SUBJECT TO APPLICABLE LOCAL LAW), IN ITS SOLE DISCRETION, TO MONITOR YOUR ACCOUNT, INCLUDING BUT NOT LIMITED TO THE USE OF A USER'S MAIN ACCOUNT AND ANY SUB-ACCOUNTS, FOR THE PURPOSE OF INVESTIGATING VIOLATIONS OF THIS AGREEMENT OR TO ASSIST WITH CRIMINAL OR CIVIL INVESTIGATIONS AND AT ALL TIMES IN COMPLIANCE WITH THE COMMUNICATIONS ASSISTANCE FOR LAW ENFORCEMENT ACT OF 1994.

Your IP address is transmitted and recorded with each message you send using the Voicecentral Services. Voicecentral does provide certain information in aggregate form collected from and relating to you to third persons such as advertisers.

INTERNATIONAL CUSTOMERS UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED BY VOICECENTRAL IN THE UNITED STATES OF AMERICA. YOU FURTHER AGREE THAT THE PERSONAL INFORMATION WHICH YOU GIVE VOICECENTRAL WILL BE TRANSFERRED TO AND MAINTAINED IN THE UNITED STATES AND OTHER COUNTRIES, INCLUDING WITHOUT LIMITATION COUNTRIES IN THE EUROPEAN UNION AND ELSEWHERE. IF YOU DO NOT CONSENT TO THE TRANSFER OF YOUR PERSONAL INFORMATION INTO AND OUT OF THE UNITED STATES, DO NOT ACCEPT THESE TERMS AND CONDITIONS FOR THE VOICECENTRAL SERVICE. YOU FURTHER UNDERSTAND AND AGREE THAT REGARDLESS OF YOUR COUNTRY OF RESIDENCE VOICECENTRAL MAY DISCLOSE PERSONAL INFORMATION ABOUT YOU AND YOUR WEBSITE OR DOMAIN NAMES PURSUANT TO THIS SECTION, AND YOU EXPLICITLY WAIVE ANY RIGHTS TO PRIVACY OR PROTECTION OF PERSONAL DATA RELATING TO SUCH INFORMATION TO THE FULLEST EXTENT PERMITTED UNDER NATIONAL AND INTERNATIONAL LAW.

11. Equipment. Notwithstanding anything else in the Agreement, it is Customer's responsibility to ensure all equipment used with the Services are properly configured and maintained. Any equipment, whether it is customer owned, rented or leased from Voicecentral or provided to Customer by Voicecentral for use in conjunction with Services will be subject to the terms and conditions set forth below or in the Agreement. Customer must unpack and place the equipment in a secure and environmentally controlled space. If at any time during the Services Term a piece of equipment fails and is in need of replacing, Voicecentral may provide replacement equipment. The equipment failure shall be determined by Voicecentral or its third-party subcontractors working with the customer in conjunction of Voicecentral's technical staff. Once determined by Voicecentral, in its sole discretion, that the equipment is in need of replacing, Voicecentral may, in its sole discretion, ship replacement equipment to Customer's site. If Voicecentral installs or provides equipment on Customer's premises for the purpose of enabling Voicecentral to provide the Services to Customer, Customer agrees to provide Voicecentral reasonable access into Customer's premises for the purpose of installation, demonstration, inspection, maintenance, repair and removal of the equipment, as well as Voicecentral's installers with a safe working environment. Additionally, Customer acknowledges that it will have no right, title or interest in any equipment that Voicecentral installs. Voicecentral and Customer agree that the equipment will not become a fixture and Customer shall keep the equipment free from all liens, charges and encumbrances. Customer agrees: (1) to use the equipment only for the purpose of receiving Services ordered from Voicecentral and no other purpose; (2) to prevent any connections to the equipment that are not expressly authorized by Voicecentral; (3) to prevent tampering, altering or repair of the equipment, or inside wiring, by any person other than Voicecentral's authorized personnel; (4) to assume complete responsibility for improper

use, damage or loss of such equipment regardless of cause (including damage or loss caused by force majeure events), except to the extent caused by Voicecentral or its suppliers; and (5) to return the equipment in good condition, ordinary wear and tear resulting from proper use excepted, immediately upon discontinuance of Service. In the event the equipment is not returned in good condition, Customer agrees to pay Voicecentral an amount for each equipment device in accordance with Voicecentral's standard equipment costs. If Voicecentral is providing equipment maintenance services, it will be in accordance with its maintenance contract terms of services found at <https://www.voicecentral.com/>. Voicecentral will only provide those equipment manufacturer warranties that Voicecentral receives directly from a manufacturer and does not otherwise offer, and expressly disclaims, any warranty on equipment.

12. Compliance with Laws. Customer shall at all times conform its use of and comply with all state, federal and international laws with respect to its utilization of the Service. If Voicecentral is informed by any governmental authority or other parties of alleged illegal use of Voicecentral facilities or Voicecentral otherwise learns of such use or has reason to believe such use may be occurring, then Customer will cooperate in any resulting investigation by Voicecentral or government authorities. Any government determinations will be binding on Customer. If Customer fails to cooperate with any such investigation or determination, or fails to immediately rectify any illegal use, Customer will be in breach of this Agreement and Voicecentral may immediately, and without further notice, suspend Customer's Service. Your use of Voicecentral network may only be for lawful purposes. Transmission of any material in violation of any law, regulation or Voicecentral Acceptable Use Policy found at <https://www.voicecentral.com/> is strictly prohibited. You agree to hold harmless Voicecentral from any claims resulting from your use of the Service or the use of the Service by any of your customers or others throughout your chain of distribution, including end users, which damage you or another party.

13. Software. Voicecentral may, in its sole discretion, provide you with Voicecentral software ("Software") in combination with your Services. Upon payment of all fees due and owing to Voicecentral under this Agreement, Voicecentral hereby grants, and you hereby accept, a nontransferable, revocable, non-sublicensable, and non-exclusive license to use the Voicecentral Software and all related documentation for your own personal or business use during the term of this Agreement. Any rights not expressly granted herein shall be reserved for Voicecentral. Source code or other information pertaining to the logic design of the Voicecentral Software is specifically excluded from the license granted hereunder. Although certain Voicecentral Software may be provided free of charge, Voicecentral reserves the right to charge for the Voicecentral Software or any updates thereto or upgrades therefore at any time. You recognize that the Voicecentral Software and all related information, including but not limited to any and all updates, improvements, modifications, enhancements, and information related to installation of the Voicecentral Software at your home or office, are proprietary, and that all rights thereto, including copyright, are owned by Voicecentral. You further acknowledge that you have been advised that the Voicecentral Software, including updates, improvements, modifications, enhancements, and information related to installation, constitutes a trade secret of Voicecentral, is protected by civil and criminal law, and by the law of copyright, is valuable and confidential to Voicecentral, and that its use and disclosure must be carefully and continuously controlled. Voicecentral shall at all times retain title to all the Voicecentral Software and all related information, including all updates, improvements, modifications and enhancements, furnished to you hereunder. Unless provided otherwise in the specifications for Your Services, the Voicecentral Software supplied hereunder is for your personal or business use. You shall not permit any third party to use the Voicecentral Software or allow access to the Voicecentral Software from sites outside of your home or business premises except as specifically authorized in writing by Voicecentral. The Voicecentral Software is to be used only for the purposes specified in this Agreement and while you have custody or possession of any of the Software, you will not: (i) reproduce, copy or publicly display, or permit anyone else to reproduce, copy or publicly display, any of the Voicecentral Software, whether such Voicecentral Software is in written, magnetic or any other form, except pursuant to reasonable backup procedures, or for use pursuant to this Agreement, nor; (ii) provide or make the Voicecentral Software available to any person or entity other than your employees or agents who have a need to know consistent with your use thereof under this Agreement, nor; (iii) create or attempt to create, or permit others to create or attempt to create, by disassembling, reverse engineering or otherwise, the source programs or any part thereof from the object program or from other information (whether oral, written, tangible or intangible) made available to you under this Agreement, nor; (iv) copy for your own use or the use of others operator manuals, system reference guides, training materials and other user-oriented materials without the prior written consent of Voicecentral. In order to protect

Voicecentral's trade secrets and copyrights in the Voicecentral Software, you agree to reproduce and incorporate Voicecentral's trade secrets or copyright notice in any copies, modifications or partial copies.

You agree to notify Voicecentral forthwith if you obtain information as to any unauthorized possession, use or disclosure of any Voicecentral Software by any person or entity, and further agree to cooperate with Voicecentral at Voicecentral's expense, in protecting Voicecentral's proprietary rights. Unless agreed otherwise in writing by Voicecentral, the Voicecentral Software may be used only on a single computer or workstation. Voicecentral software designed for use on portable workstations may be installed on both a portable and a stationary computer but may not be used on both simultaneously. You may not install the Voicecentral Software on a network except to facilitate permissible installation of the Voicecentral Software on computers attached to the network. You warrant and guarantee that all users of the software shall be aware of and comply with the terms of this license.

Certain Voicecentral Software is provided for online use as part of the Voicecentral Services (the "Voicecentral Online Software"), and the use of such software may be subject to fees as outlined in this Agreement. The Voicecentral Online Software is hosted software which runs directly on Voicecentral's servers, and you may not download, install, store or make any copies of the Voicecentral Online Software, nor may you sublicense the Voicecentral Online Software. You agree not in any way to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, license, distribute, market or otherwise dispose of any portion of the Voicecentral Online Software or any copies thereof and not to assist any third party in doing so. The Voicecentral Online Software is designed to be used through the Voicecentral user interface and, as such, may be utilized by any authorized user from any computer or workstation. This license is automatically revoked upon termination of this Agreement. Voicecentral reserves the right to suspend the use of, modify or discontinue the Voicecentral Online Software for any or all customers at any time without notice. Certain Online Software is also Third-Party Software and is subject to the applicable provisions of this Agreement. Voicecentral may limit the functionality of any such third-party Online Software, in its sole discretion. Voicecentral provides its customers with the ability to order certain third-party software (the "Third Party Software"), depending on the hosting package ordered. Except for Third Party Software which is also Online Software, such Third-Party Software is delivered to Voicecentral Customers by mail and may be ordered via customer's control panel for a period of six months after the commencement of the Voicecentral Services. The license conditions governing the use of the Third-Party Software may differ from Voicecentral's own software licenses. Customers of Voicecentral are bound by the conditions of all licenses pertaining to such Third-Party Software and should make themselves familiar with their terms and conditions. Some such Third-Party Software is provided under license from Microsoft Corporation ("Microsoft Software"), and Customers using Microsoft Software are bound by the TERMS AND CONDITIONS Microsoft Software Products, which are incorporated herein by reference. Voicecentral does not provide Technical Support for the Third-Party Software. THE THIRD-PARTY SOFTWARE IS OFFERED "AS-IS." THE PROVISION AND OFFERING OF THIRD-PARTY SOFTWARE BY VOICECENTRAL DOES NOT CONSTITUTE AN ENDORSEMENT OF THE THIRD-PARTY SOFTWARE, NOR CAN VOICECENTRAL MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE AND FUNCTIONALITY OF SUCH THIRD-PARTY SOFTWARE. In the event of termination of this Agreement, or upon any act which shall give rise to Voicecentral's right to terminate, or upon the expiration of the license for Voicecentral Software which is subject to a limited-duration license, any and all licenses granted under this Agreement shall terminate automatically, and you will remove, erase or destroy the Voicecentral Software and documentation and all copies thereof, wherever located, without demand or notice. Voicecentral may stop providing the Software or any updates thereto, including but not limited to the Online Software or the Third-Party Software, at any time without notice or any further liability to Customer. Software for International Customers is available for download only. Certain Software (including Third-Party Software) may not be available to International Customers.

14. Choice of Law/Waiver of Jury Trial. This Agreement shall be interpreted according to the laws of Florida, United States of America, and, where applicable, the federal law of the United States of America, without regard to conflicts of law principles. All claims under the Agreement must be brought in the home jurisdiction of Voicecentral.

In addition to the foregoing, YOU HEREBY AGREE THAT AS A PART OF THE CONSIDERATION FOR THIS AGREEMENT, YOU WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE ARISING BETWEEN YOU AND VOICECENTRAL THAT IS IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, and that such waiver shall be enforceable up to and including the day that trial is to start, and

even if the arbitration provisions of this paragraph are waived. Neither you nor Voicecentral may be a representative of other potential claimants or a class of potential claimants in any dispute concerning or relating to this Agreement, nor may two or more individuals' disputes be consolidated or otherwise determined in one proceeding. YOU AND VOICECENTRAL ACKNOWLEDGE THAT THIS SECTION WAIVES ANY RIGHT TO PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLASS ACTION.

15. Confidentiality, Trademark, and Copyright. During the course of this Agreement, you may gain access to certain confidential, proprietary and trade secret business or technical information belonging to Voicecentral in connection with Voicecentral's performance of the Voicecentral Services ("Confidential Information"). You agree to preserve the confidentiality of all Confidential Information that is provided in connection with the Agreement, and shall not, without the prior written consent of Voicecentral, disclose or make available to any person, or use for your own or any other person's benefit, other than as necessary in performance of your obligations under this Agreement, any Confidential Information of Voicecentral. Voicecentral retains all right and title to such Confidential Information. Voicecentral is a service mark of Voicecentral, LLC All rights reserved. The trademarks, logos, and service marks displayed on this Voicecentral's web site (collectively, the "Marks") belong Voicecentral and/or its affiliates or third parties which have licensed those rights to Voicecentral ("Partners"); Voicecentral and Partners retain all rights to the Marks and nothing in this Agreement grants you or anyone else any right whatsoever to the use of the Marks. You may not use, reproduce, or display any Marks without their owner's prior written consent. All other trademarks, product names, and company names and logos appearing on Voicecentral's web site are the property of their respective owners. Unless expressly stated otherwise by Voicecentral, you should assume that all content, images, and materials appearing on this Web Site (collectively the "Voicecentral Content") are the sole property of Voicecentral. Both U.S. and international copyright laws and treaties protect such Voicecentral Content. You may not use, reproduce, display, or sell any Voicecentral Content without Voicecentral's prior written consent. You may not link to any page within Voicecentral's Web Site or frame any portion of the site without Voicecentral's prior written consent.

16. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included. The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision.

17. Non-Enforcement Does Not Constitute Waiver. Failure of Voicecentral at any time to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder. No waiver of a breach of this Agreement shall be valid unless made in writing and signed by duly authorized representative of Voicecentral.

18. Notices. Voicecentral may provide notice to you via e-mail sent to the e-mail address provided by you upon registration or as subsequently provided by you to Voicecentral. Such notice is deemed effective whether you receive it or not and shall be deemed written notice for the purposes of this Agreement. You may provide notice to Voicecentral in one of the following ways: by personal delivery; by addressing the notice as indicated below and depositing the same by registered or certified mail, postage prepaid, in the United States mail, Voicecentral LLC, 3333 S Congress Avenue, Suite 200, Delray Beach, FL 33445; By Federal Express; by facsimile transmission; or by e-mail and registered or certified mail. Such notice, statement or other document so delivered to Voicecentral, except as this Agreement expressly provides otherwise, shall be conclusively deemed to have been given when first personally delivered, on the date of delivery or on the first date of receipt. Notice by e-mail to Voicecentral shall be deemed ineffective, null and void unless a copy of such notice is also sent by registered or certified mail and postmarked not more than five days subsequent to the giving of e-mail notice. Any such e-mail notice to Voicecentral shall be deemed effective as of the date on which Voicecentral receives the certified or registered mail notice.

19. Force Majeure. In the event of "force majeure" (as defined below), Voicecentral may terminate this Agreement without liability to you. For purposes of the Agreement, "force majeure" shall mean circumstances or occurrences beyond Voicecentral's reasonable control, whether or not foreseeable at the time of entering into the Agreement, in consequence of which Voicecentral cannot reasonably be required to perform its obligations hereunder or otherwise perform its obligations under the Agreement. Such circumstances or occurrences include, but are not limited to: acts of God, war, civil war, insurrection, fires, floods, labor disputes, epidemics, governmental regulations and/or similar acts, embargoes, termination or temporary unavailability

of any computer hardware or software, server, or network on which the Voicecentral Services are located or maintained or through which the Voicecentral Services are provided, and non-availability of any permits, licenses and/or authorizations required by governmental authority. Voicecentral reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Voicecentral Services (or any part thereof) with or without notice. You agree that Voicecentral shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Voicecentral Services.

20. No Assignment By You; Assignment By Voicecentral. This Agreement and the rights pertaining hereto may not be assigned, resold, or otherwise transferred in whole or in part by you without Voicecentral's prior written consent. In particular, you may not sell accounts or subaccounts to third parties. Notwithstanding the above, this Agreement shall be binding upon your successors and assigns, if any. Voicecentral may assign or license any or all of its rights and/or obligations hereunder in its free, sole, and unfettered discretion.

21. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and cancels all other prior agreements, discussion, or representations, whether written or oral. No officer, employee or representative of Voicecentral or you has any authority to make any representation or promise in connection with this Agreement or the subject matter thereof which is not contained expressly in this Agreement, and Voicecentral and you hereby acknowledge and agree that neither Voicecentral nor you have executed this Agreement in reliance upon any such representation or promise.

22. Modification. This Agreement may be materially altered by Voicecentral by posting the new version of the Agreement at Voicecentralp.Net and if posted in this manner, shall be effective immediately upon posting such notice. In the event that Voicecentral does materially change the terms of this Agreement, you accept and shall be bound by such changed terms unless you opt to terminate the Agreement within thirty days of the posting of notice of such change. You may not modify this Agreement, in whole or in part, and any such modification or attempt to modify shall not be enforceable unless reduced to writing and signed by a duly authorized representative of Voicecentral. No additional or conflicting term in any other document used by you will have any legal effect.

23. Statute Of Limitations. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

24. Employee Non-Solicit. Customer shall not directly and shall ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by Voicecentral. If any employee of Voicecentral, as a result of active recruitment solicitation by you, becomes employed by you, you agree to pay Voicecentral at the time of such employment an amount equal to fifty (50%) of the employee's estimated income during the first year of employment. This paragraph does not pertain to unsolicited employees that voluntarily approach you for employment.