

Cloud Phone Service

Prepared for: <Customer>

Prepared by: <PrimeVOX Representative>

Revision Date: <Date>

EXECUTIVE SUMMARY

Our Mission

To enhance the world by delivering high quality Unified Communications services, connecting people and businesses together by utilizing disruptive technologies, reliable communications frameworks, and plenty of coffee.

Our Goal

We strive to provide our customers with cutting-edge solutions, even if it means going out of the box and developing entirely new concepts of communications systems.

Our Solution

Our answer to cloud-based Unified Communications is simple: provide the customer an entirely specialized, custom-tailored solution that allows the customer to operate its business and people as effectively as possible, while still maintaining an easy-to-use, yet highly versatile, communications system.

Project Outline

<Customer> is receiving new service from PrimeVOX, porting away from their existing provider.

- We offer a mobile app (iOS/Android/Windows/Mac) to enhance Cloud Communications.
- We offer unlimited eFaxing – send and receive faxes right from your computer. No fax machine necessary!
- Customized software to deliver the reliability and features required by the customer.
- Multiple levels of conferencing
- Call recordings and recording management

Attachment: EXHIBIT "B"

BUDGET - DEMO

Hardware Costs

This is the Hardware Table. It lists the hardware items to be sold or rented.

Description	Qty	Rental	Unit Price	Line Total
Grandstream GXP2130	5	No	\$75	\$375.00
Porting Fee – 1 DID (Not Taxed)	3	N/A	\$8	\$24.00
Sales Tax	---	---	8.25%	\$30.94
Total One-time				\$429.94

Monthly Service Costs

This is the Monthly Service table. It lists the monthly costs associated with service.

Description	Terms	Term Length	Price
Cloud Phone Service (\$16/Handset @ 5 Handsets)	Monthly	N/A	\$80.00
FCC Fees (USF, e911, etc.)	Monthly	N/A	\$8.80
Sales Tax	Monthly	N/A	\$7.33
Total Monthly			\$96.13/mo

BY SIGNING BELOW, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ON ALL PAGES. THE EFFECTIVE DATE OF THIS AGREEMENT BEGINS IMMEDIATELY UPON THE DATE OF THE FINAL SIGNATURE.

For PrimeVOX Communications, LLC
By Luke Escudé, its CEO
Or Alexander Rodgers, its COO

Date_____

For <Customer>
By_____, its_____

Date_____

CARRIER ENHANCED VOIP SERVICE AGREEMENT TERMS AND CONDITIONS

PARTIES TO THIS AGREEMENT:

This VOIP Service Agreement (the "Agreement") is made by and between **PrimeVOX Communications, LLC**, a Texas Limited Liability Company, with its principle place of business located at 14580 East Beltwood Parkway, Suite 104, Farmers Branch, Texas 75244 ("PrimeVOX"), and _____, a business with its principle place of business located at _____ ("Customer"). PrimeVOX and Customer are hereby collectively referred to as "Parties".

PURPOSE AND DEFINITIONS:

PrimeVOX is in the business of providing (Session Initiated Protocol) SIP based (Voice Over Internet Protocol) VOIP services. Customer is in the business of _____ and desires to utilize the goods and services provided by PrimeVOX. Customer desires to purchase from PrimeVOX, and PrimeVOX desires to sell to Customer, VOIP services, in accordance with the terms and conditions set forth in this Agreement as well as defined in FCC document 47CFR64.702 attached to this document as EXHIBIT "A".

"Service" shall mean those services described in the attached relevant Attachments which are incorporated herein by reference. "Service Date" shall mean the date of completion of provisioning and final testing of the Services; which date will be notified to the Customer by PrimeVOX.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SCOPE OF AGREEMENT AND TERMS

1.1. SERVICES AND BILLING. In accordance with the terms and conditions of this Agreement, PrimeVOX shall provide certain goods and services to Customer as specified in EXHIBIT "B", attached hereto and fully incorporated for all purposes ("Services"). Billing for such Services shall begin as of the "Acceptance Date" set forth in this Agreement.

1.2. TERM OF SERVICE. The initial term of service shall begin on

the effective Date, and continue for the duration of one (1) month.

1.3. RENEWAL. This Agreement, and all Services shall automatically renew for a term of one (1) month, unless one party notifies the other party at least thirty (30) days prior to the expiration of the then-current term of its intention to not renew this Agreement.

2. DESCRIPTION OF SERVICES.

PrimeVOX, either directly or through its affiliates or underlying carriers, shall provide the Services, and Customer shall purchase and utilize the Services per the terms and conditions of this Agreement. The Parties may, by mutual written agreement, add and incorporate additional Services by executing additional Attachments and incorporating them herein.

3. ACCEPTABLE USE POLICY

By contracting for or using PrimeVOX Services, in addition to any other agreements Customer(s) may have entered into with PrimeVOX, Customer(s) agree to be bound by the terms of this Acceptable Use Policy (“AUP”). PrimeVOX reserves the right to modify this AUP at any time and in its sole discretion, with such modifications being effective once written notice is given. Any use of PrimeVOX Services after such modification constitutes acceptance of the AUP as revised.

3.1. TERMINATION/SUSPENSION

Any Customer that PrimeVOX determines to have violated any element of this AUP may be subject to suspension or termination of service, with or without notice. PrimeVOX has the right, but not the obligation, to take further action as it deems to be appropriate under the circumstances to eliminate or preclude repeated violations. PrimeVOX shall not be liable for any damages of any nature suffered by any Customer, or any third party, resulting in whole or in part from PrimeVOX’s exercise of its rights under this AUP.

3.2. Prohibited Conduct

PrimeVOX Services must be used for lawful purposes only and in a manner consistent with the intended purpose of PrimeVOX Services. Users shall not use PrimeVOX Services to distribute, transmit, receive, use or store any type or kind of material:

- in violation of any local, state, or federal laws and regulations; or
- that may adversely affect PrimeVOX Services or other PrimeVOX Customers.

Customers are further prohibited from facilitating the violation of any of this AUP and from violating or facilitating the violation of another provider's AUP, including distributing, transmitting, receiving, using, storing or otherwise providing any product or service that violates this AUP or another provider's AUP. Any time a Customer accesses another provider or network using the PrimeVOX Services, such Customer must comply with the provider or network's rule and policies. Customer agrees to indemnify, defend and hold PrimeVOX harmless from all claims, damages, losses and expenses (including attorneys' fees and expenses) resulting from or allegedly resulting from such Customer's access or use of other providers or networks.

3.3. Fair and Reasonable Use

Plans are designed for normal commercial use and are not intended to represent typical usage by unique organizations such as call centers, resellers, fax messaging services, telemarketing firms, or for use without live dialog, such as transcription services, intercom or monitoring services. Unauthorized or excessive use beyond that normally experienced by typical business customers violates this AUP and may cause extreme network capacity and congestion issues and interfere with PrimeVOX's network and third party networks with whom PrimeVOX connects for call initiation and completion services. As a guide, Customer(s) will be considered to be in violation of this AUP when any of the following occur:

- aggregate outbound calling exceed 2,000 minutes per subscriber line (i.e., hosted seat) per month pooled across all customer subscriber lines; or
- aggregate inbound domestic toll free calling exceeds 500 minutes per subscriber line per month per month pooled across all customer subscriber lines.

In addition, Plans may not be used for any of the following prohibited uses (which are in addition to the other prohibited uses under this AUP or otherwise applicable to the PrimeVOX Services):

- Spamming or blasting (e.g., sending one hundred (100) or more bulk and/or junk voicemail or faxes simultaneously);
- Bulk call-in lines (e.g., customer support or sales call centers, "hotlines," 900 numbers, sports-line numbers, etc.); or
- Auto-dialing or "predictive" dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls).

PrimeVOX reserves the right to review Customers' accounts at any time for potential abuses of this AUP. PrimeVOX may determine abnormal or abusive usage based on comparisons to the usage patterns of other customers. If it is determined that Customers violate this AUP, PrimeVOX may invoice Customer, and Customer shall pay a per minute fee for excessive use at the then-current rates established by PrimeVOX. In addition to such excessive use charges, if PrimeVOX identifies excessive or abusive traffic patterns, PrimeVOX reserves the right to change Customers' applicable rate plan or suspend or terminate Service with or without notice.

4. **PRICING, BILLING and CAPS.**

For the Services provided pursuant to this Agreement, Customer shall pay PrimeVOX per the pricing and provisions set forth in EXHIBIT "B". PrimeVOX, may need to make legal or required corrections to any attachments from time to time but will only do so once a written agreement is approved by both parties. Any amendments made due to changes in Federal or State Law will become effective forty-eight (48) hours after notice to Customer.

4.1. PrimeVOX shall provide a monthly invoice for the Services and the invoiced amounts shall be due and payable by Customer in U.S. Dollars in immediately available funds due within thirty (30) days upon receipt of the billing invoice.

4.2. **BILLING PROCEDURE.**

Customer agrees to accept delivery of invoices electronically via the Internet and agrees to remit payment via Credit/Debit Card, Check, or Automated Clearinghouse ("ACH") to PrimeVOX, LLC in care of: Chase Bank, or such other bank or account as PrimeVOX may in writing direct Customer to remit payment.

4.3. In no event shall PrimeVOX be liable for the fraudulent or illegal use of the Services by any customers or end-users of Customer, or for any amounts that Customer is unable to collect from its customers, end users or others.

4.4. Customer may, in good faith, dispute any invoiced amount. Customer shall submit to PrimeVOX such dispute within fifteen (15) days following receipt of such disputed invoice the written documentation identifying the disputed invoiced amounts. The dispute shall include a PrimeVOX-supplied Call Detail Records (CDR) for the disputed calls and the reason for the dispute. The Parties shall investigate the disputed invoiced amounts and PrimeVOX may, at its sole discretion, issue a credit against future invoices. Failure to contest a charge within fifteen (15) days of the date of the invoice will create an irrefutable presumption of the

correctness of the charge, absent manifest error, defined as a clerical error obvious to both Parties.

4.5. Any amounts due hereunder that are not paid when due shall accrue interest at the rate of one and two percent (2%) per month or the maximum amount allowable by law, compounded daily, beginning with the day following the date on which payment was due, and continuing until paid in full. Further, PrimeVOX shall have the right to set off any amounts due hereunder which are not paid when due against any amounts owed to Customer by PrimeVOX or any of its affiliates pursuant to any other agreement or arrangement.

4.6. The price in Exhibit B is the price, and will remain the price for the duration of the contract. PrimeVOX may make billing adjustments for PrimeVOX Services ONLY in the event of a violation of PrimeVOX's Acceptable Use Policy ("AUP"). However, a written agreement between PrimeVOX and Customer must be made before any changes to price. Two months prior to the end of the contract, PrimeVOX should begin discussions with Customer as to any pricing changes and/or contract changes to be implemented in the contract renewal, should it be renewed. If no agreement can be reached before end of contract, Customer and PrimeVOX may jointly agree to implement a reasonable temporary pricing structure under terms of this existing Agreement, agreeable to both parties, until agreement can be reached. If no agreement can be reached, services will terminate 30 days after discussions cease.

4.7. Customer agrees to pay PrimeVOX all local, state, federal taxes or services fees in connection with Services provided by PrimeVOX. PrimeVOX has the right to pass on to Customer any changes in taxes which may be incurred during the Term of Services.

4.8. PrimeVOX may, at any time, validate the credit worthiness of Customer at any time during the Term using available verification procedures.

5. SECURITY DEPOSIT AND RETAINER.

On or before the Start Date (but in any case prior to the Service Date) Customer may be required to provide PrimeVOX with a security deposit retainer ("Deposit") as set forth in EXHIBIT "B" hereto for measured services, which shall be based on amounts equal to thirty (30) - or seven (7)- day anticipated usage, at PrimeVOX's discretion.

4.1. PrimeVOX may draw upon the Deposit at any time to recover any amounts due and unpaid, in which case Customer shall immediately replenish the Deposit

to its prior value. PrimeVOX shall not waive any of its rights or remedies by drawing upon the Deposit to recover overdue or unpaid amounts. In the event that PrimeVOX draws upon the Deposit, it may suspend the provision of Services until Customer replenishes the Deposit to its original value.

4.2. If Customer's payment history is or becomes reasonably unacceptable to PrimeVOX, PrimeVOX may require that Customer provide, modify, or increase the amount or form of the Deposit. The Customer shall have twenty-four (24) hours from the receipt of PrimeVOX's written request to comply with this request, and if Customer fails to do so, PrimeVOX may immediately suspend the delivery of Services and/or terminate this Agreement without further notice or demand.

6. TERMINATION.

5.1. In addition to any other rights at law or in equity, or those stated elsewhere in this Agreement, PrimeVOX may immediately suspend the delivery of Services if Customer and/or terminate this Agreement in the event that Customer (i) fails to provide a Deposit as required in this Agreement; (ii) fails to make payment for prepaid domestic US service by the first of each month without any notice or fails to make payment for other measured services when due and to remedy such non-payment within (72) hours after receipt of written notice thereof from PrimeVOX; (iii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature; or (iv) commits a breach of any of the terms of this Agreement (other than the breach of the deposit or payment obligation as addressed in (i) and (ii) above) and fails to remedy such breach within three (3) days after receipt of written notice thereof from PrimeVOX.

5.2. In the event of any termination of this Agreement, Customer shall pay PrimeVOX for all Services rendered through and including the date of termination, in addition to any other charges established by this Agreement. If any access or reciprocal fees to PrimeVOX should arise, PrimeVOX shall present these fees to Customer. If agreed to in writing by both Customer and PrimeVOX, a price adjustment can be made.

5.3. In the case of early termination of the fixed One month term pursuant to this Agreement prior to the expiration of the one month term either by PrimeVOX pursuant to this Paragraph or by Customer for any reason other than a material breach solely attributable to PrimeVOX, Customer shall remain liable to PrimeVOX for the monthly charges or minimum commitments defined in EXHIBIT "B" hereto for the remainder of the then-current one (1) month Term, in addition to any other charges established by this Agreement.

5.4. Customer understands and agrees that any breach by Customer of its obligations under this Agreement shall also be deemed a breach by Customer of its obligations under any other agreements it has entered into with PrimeVOX and/or its affiliates and understands and agrees that such breach shall authorize PrimeVOX and/or any of its affiliates to immediately suspend performance under,

and/or terminate, said agreements with Customer for default if such breach(es) have not been cured within the time provided for in this Agreement.

5.5. CANCELLATION FOR CAUSE BY PrimeVOX. PrimeVOX may discontinue the furnishing of any and/or all Services to a Customer, without incurring any liability, immediately and without notice if PrimeVOX deems, in its reasonable discretion, that such action is necessary to prevent or to protect against fraud, tricks, tampering, schemes, false or invalid numbers, false credit devices, electronic devices, or any other fraudulent means or devices or to otherwise protect its personnel, agents, facilities or services or to protect against actual or potential adverse financial effect. PrimeVOX may discontinue the furnishing of any and/or all Services to a Customer, without incurring any liability, immediately and without notice if Customer refuses to furnish information to PrimeVOX regarding the Customer's creditworthiness, its past or current use of PrimeVOX's VOIP Services, the jurisdictional nature or characteristics of the Services or its planned use of Services. PrimeVOX may discontinue the furnishing of any and/or all Services to a Customer, without incurring any liability, immediately and without notice if Customer provides false information to PrimeVOX regarding the Customer's identity, address, creditworthiness, past or current use PrimeVOX's VOIP Services, jurisdictional nature or characteristics of the Services or its planned use of Services.

6. USE OF SERVICES, CUSTOMER RESPONSIBILITIES

6.1. DID TELEPHONE NUMBERS. PrimeVOX will make available to Customer all reasonably requested Direct Inward Dialing (DID) Telephone Numbers where PrimeVOX has access to such numbers. The DID telephone numbers service is provided as an aggregated transport service only. It is understood that it is the Customer's responsibility to test the numbers assigned before activating it and delivering the service to Customer's end user.

6.2. TELEMARKETING TRAFFIC. Customer cannot terminate this Agreement as a result of telemarketing traffic or any fax broadcasts, including any traffic that would violate the Telephone Consumer Protection Act ("TCPA"), which prohibits the sending of facsimile advertisements without the prior consent of the recipient.

6.3. SINGLE NUMBER COMPLAINT. In the event that Customer experiences a single number complaint or a single end user complaint and such complaint is referred to PrimeVOX, PrimeVOX will perform reasonable efforts to isolate the problem. PrimeVOX by practice and policy will not perform any alternate routing of egress trunks based upon a single number or single end user complaint. However, PrimeVOX will attempt to find if the problem correlates across multiple customers in order to perform any necessary corrective actions. If PrimeVOX determines that an issue is related to a single number or single end user, PrimeVOX will perform any necessary and reasonable corrective actions to resolve the issue.

6.4. TRAFFIC CONTROL BY CUSTOMER. In addition to any other term and conditions of this Agreement, Customer shall bear the following responsibilities in connection with PrimeVOX's provision to Customer of Service:

6.4.1. In the event that Customer is not using PrimeVOX supplied equipment, but rather using Customer's own equipment, Customer shall remain responsible to manage and maintain such equipment;

6.4.2. Customer shall screen and block calls destined to (a) invalid single numbers, (b) unassigned numbers or (c) numbers with invalid formats;

6.4.3. Customer shall manage and correct, as necessary, any fraudulent calling patterns or calling patterns perceived as fraudulent that may harm or adversely affect PrimeVOX or its network, in the event that Customer fails to comply with the requirements described above, PrimeVOX shall have the right (but not the obligation) to take protective action against Customer in order to protect PrimeVOX's egress network which protective action may include, without limitation, the temporary blocking of Customer's traffic until the applicable problem is resolved (at PrimeVOX's reasonable discretion).

7. GENERAL

7.1. **LIMITED PERFORMANCE WARRANTY.** PrimeVOX shall provide services in a manner consistent with industry standards and practices and in accordance with any Attachment made part of this Agreement during the Term.

7.2. **LIMITATION OF LIABILITY.** Customer acknowledges that PrimeVOX has no control over how a foreign administration or third party carrier establishes its own rules and conditions pertaining to VOIP services. PrimeVOX will make every reasonable effort to ensure quality of service and uptime, however PrimeVOX is not responsible for service interruptions as a result of customer equipment issues or customer connection issues that are beyond the control of PrimeVOX. PrimeVOX is liable for the actions of all its employees, if those actions cause harm to the Customer or the Customer's property. PrimeVOX will put forth reasonable effort to rectify any situation where outage, damage, or loss of service occur, and said situation is under the control of PrimeVOX. Whenever PrimeVOX has no control or ownership over an issue, Customer understands PrimeVOX is not liable.

7.3. **LIMITATION OF PrimeVOX's LIABILITY FOR "ON-LINE" OR API (WEB) SERVICES.** PrimeVOX warrants its services under the terms of this contract as fully functional over a sufficient internet connection. Customer acknowledges and accepts that communications and transactions conducted on-line may not be absolutely secure, that there may be system failure that may limit Customer's

accessibility to on-line Services and that on-line Services are not guaranteed to be error free. By enrolling for and using such online Services, Customer agrees to accept responsibility and risk associated with the use of such on-line Service and the Internet generally, specifically for services outside of the control of PrimeVOX. Customer shall be responsible for any and all charges and damages arising out any non PrimeVOX provided services, and shall indemnify PrimeVOX, and hold and save PrimeVOX harmless, from any and all such charges and damages, including reasonable attorneys' fees and costs which shall be paid as incurred, where such charges are for Customer issues that originate outside of the control of PrimeVOX. PrimeVOX is responsible for its connectivity and equipment, and the Customer is responsible for its own equipment.

7.4. LIMITATION OF PrimeVOX's LIABILITY FOR MISUSE OF CUSTOMER'S SERVICE. PrimeVOX shall not be liable for the use, misuse, or abuse of a Customer's Service or Customer's facilities by the Customer, the Customer's agents or its employees, or any third parties including, without limitation, members of the public who are not employed by PrimeVOX or agents of PrimeVOX. PrimeVOX may work with Customer, if requested, to recommend possible solutions to reduce unauthorized use of the Services and Customer's facilities. PrimeVOX does not, however, warrant or guarantee that its recommendations will prevent unauthorized use, and the Customer is responsible for controlling access to, and use of, the Services and its own communications facilities. Customer shall remain solely responsible for any and all charges and damages arising out any wrongful conduct by the Customer as described in this section, and shall indemnify PrimeVOX, and hold and save PrimeVOX harmless, from any and all such charges and damages, including reasonable attorneys' fees and cost which shall be paid as incurred.

7.5. COOPERATION. Customer and PrimeVOX agree that, if another carrier and/or regulatory agency determine that it is necessary to audit the traffic which is the subject of the Agreement, Customer and PrimeVOX will cooperate in any such investigation. This does not prohibit Customer from challenging charges assessed by the third party or the classification of its traffic being subject to access charges.

8. REGULATORY and LEGAL COMPLIANCE.

The rates set forth in this Agreement are subject to the imposition of new regulations, modification of existing regulation, new interpretation, application or enforcement of, or exercise of authority related to, any regulation or finding of any federal, state, and/or local regulatory agency, legislative body, or court of competent jurisdiction, including, without limitation, the imposition of any charges (such as USF charges), surcharges, and/or taxes in reliance on, or as a result of, the same (collectively, "Regulatory Activity").

8.1. PrimeVOX reserves the right, at any time, (i) to pass through to Customer all, or a portion of, any charges, surcharges, or taxes directly or indirectly related

to such Regulatory Activity; and/or (ii) modify the rates and/or other terms and conditions of this Agreement to reflect the actual cost impact of such Regulatory Activity, including, without limitation, the actual cost impact of any actions by third parties in connection with such Regulatory Activity. Customer and PrimeVOX shall acknowledge such changes in writing, with details of the increase.

8.2. Customer represents and warrants that all traffic Customer delivers to PrimeVOX for termination is originated on IP-based end points, such as VOIP-enabled on premises PBX, Digital or Analog VOIP Gateways, Digital or Analog Telephone Adapters and similar voice-packet producing devices.

8.3. Customer understands and acknowledges that PrimeVOX will rely upon such representation to assign local telephone numbers to Customer and/or route Customer's traffic for termination as local calling.

8.4. Customer shall promptly pay to PrimeVOX all access charges, reciprocal compensation, and/or any other reasonable charges, surcharges and/or taxes billed to PrimeVOX by a third party, or remitted by PrimeVOX to a third party, that are associated with any of Customer's traffic delivered or facilities utilized pursuant to this Agreement, including but not limited to any retroactive charges (collectively, "Additional Charges"), and that are not already reflected in the rates charged by PrimeVOX for the Services rendered pursuant to this Agreement.

8.5. Although PrimeVOX shall not have any obligation to challenge any Additional Charges levied by a third party, if PrimeVOX successfully challenges imposition of any Additional Charges by a third party, it will refund to Customer any Additional Charges previously paid by Customer to PrimeVOX that were subject to such successful challenge.

8.6. Even if Customer elects to transition the affected Services to another carrier, Customer shall still be responsible for paying any and all Additional Charges billed to or remitted by PrimeVOX up to and including the final transition date. The Parties agree to cooperate on the scheduling of any such transition, but such transition shall be subject to all of the terms in this Agreement, including those regarding early termination.

8.7. **DISCLAIMER OF DAMAGES.** IN NO EVENT SHALL PrimeVOX, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS

EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT PrimeVOX WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

8.8. INDEMNIFICATION. Customer, on behalf of its employees and assigns, agrees that it shall indemnify, defend and hold harmless PrimeVOX and its officers, directors, employees, and agents (collectively the "PrimeVOX Indemnitees") from and against any and all third party damages, claims, losses, expenses, costs, obligations, and liabilities, including without limitation, reasonable attorney's fees and costs which shall be paid as incurred suffered directly or indirectly by any of the PrimeVOX Indemnitees, by reason of or arising out of any negligent, grossly negligent, or intentional wrongful acts by Customer. PrimeVOX, on behalf of its employees and assigns, agrees that it shall indemnify, defend and hold harmless Customer and its officers, directors, employees, and agents (collectively the "Customer Indemnitees") from and against any and all third party damages, claims, losses, expenses, costs, obligations, and liabilities, including without limitation, reasonable attorney's fees and costs, which shall be paid as incurred, suffered directly or indirectly by any of the Customer Indemnitees by reason of or arising out of any negligent, grossly negligent, or intentional wrongful acts by PrimeVOX.

8.9. NO WARRANTIES ON SERVICE. PrimeVOX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE. PrimeVOX DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION, IF CAUSED BY EQUIPMENT OR AN EVENT OUTSIDE OF THE CONTROL OF PrimeVOX. NEITHER PrimeVOX NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO PrimeVOX OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION CAUSED BY CUSTOMER, PrimeVOX's SERVICE PROVIDERS OR VENDORS THAT ARE OUTSIDE THE CONTROL OF PrimeVOX, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF UNINTENTIONAL ACCIDENT OR NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY PrimeVOX OR PrimeVOX'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

8.10. NO THIRD PARTY BENEFICIARIES. No provision of this Agreement

provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights. However, PrimeVOX may transfer this agreement to a third party in the event of a sale of PrimeVOX to a third party, or a party to this agreement, or in the event of a change of control in the ownership of PrimeVOX.

9. Governing Law/Resolution of Disputes

9.1. MANDATORY ARBITRATION.

Any dispute or claim between Customer and PrimeVOX arising out of or relating to the Service or Device provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Dallas, Texas and shall be conducted in English. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the Parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

9.2. GOVERNING LAW. The Agreement and the relationship between you and PrimeVOX shall be governed by the laws of the State of Texas without regard to its conflict of law provisions. To the extent court action is initiated, it is agreed that personal and exclusive jurisdiction of the courts shall be located in Dallas County, Texas and The Parties hereby waive any objection as to venue or inconvenient forum. The failure of PrimeVOX to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the Parties nevertheless agree that the court should endeavor to give effect to the Parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

9.3. ENTIRE AGREEMENT. This Agreement and the associated Attachments constitute the entire agreement between Customer and PrimeVOX and governs Customer's use of the Service, superseding any prior agreements between Customer and PrimeVOX and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon the Parties unless set forth in writing signed by PrimeVOX and Customer.

9.4. SEVERABILITY. If any part of this Agreement is legally declared invalid or

unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

THE EFFECTIVE DATE OF THIS AGREEMENT BEGINS IMMEDIATELY UPON THE DATE OF THE FINAL SIGNATURE ON PAGE 3.

Attachment: EXHIBIT "A"

§64.702 Furnishing of enhanced services and customer-premises equipment.

(a) For the purpose of this subpart, the term *enhanced service* shall refer to services, offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information. Enhanced services are not regulated under title II of the Act.

(b) Bell Operating Companies common carriers subject, in whole or in part, to the Communications Act may directly provide enhanced services and customer-premises equipment; provided, however, that the Commission may prohibit any such common carrier from engaging directly or indirectly in furnishing enhanced services or customer-premises equipment to others except as provided for in paragraph (c) of this section, or as otherwise authorized by the Commission.

(c) A Bell Operating Company common carrier prohibited by the Commission pursuant to paragraph (b) of this section from engaging in the furnishing of enhanced services or customer-premises equipment may, subject to other provisions of law, have a controlling or lesser interest in, or be under common control with, a separate corporate entity that furnishes enhanced services or customer-premises equipment to others provided the following conditions are met:

(1) Each such separate corporation shall obtain all transmission facilities necessary for the provision of enhanced services pursuant to tariff, and may not own any network or local distribution transmission facilities or equipment.

(2) Each such separate corporation shall operate independently in the furnishing of enhanced services and customer-premises equipment. It shall maintain its own books of account, have separate officers, utilize separate operating, marketing, installation, and maintenance personnel, and utilize separate computer facilities in the provision of enhanced services.

(3) Each such separate corporation which provides customer-premises equipment or enhanced services shall deal with any affiliated manufacturing entity only on an arm's length basis.

(4) Any research or development performed on a joint or separate basis for the subsidiary must be done on a compensatory basis. Except for generic software within equipment, manufactured by an affiliate, that is sold "off the shelf" to any interested purchaser, the separate corporation must develop its own software, or contract with non-affiliated vendors.

(5) All transactions between the separate corporation and the carrier or its affiliates which involve the transfer, either direct or by accounting or other record entries, of money, personnel, resources, other assets or anything of value, shall be reduced to writing. A copy of any contract, agreement, or other arrangement entered into between such entities shall be filed with the Commission within 30 days after the contract, agreement, or other arrangement is made. This provision shall not apply to any transaction governed by the provision of an effective state or federal tariff.

(d) A carrier subject to the proscription set forth in paragraph (c) of this section:

(1) Shall not engage in the sale or promotion of enhanced services or customer-premises equipment, on behalf of the separate corporation, or sell, lease or otherwise make available to the

separate corporation any capacity or computer system component on its computer system or systems which are used in any way for the provision of its common carrier communications services. (This does not apply to communications services offered the separate subsidiary pursuant to tariff);

(2) Shall disclose to the public all information relating to network design and technical standards and information affecting changes to the telecommunications network which would affect either intercarrier interconnection or the manner in which customer-premises equipment is attached to the interstate network prior to implementation and with reasonable advance notification. Such information shall be disclosed in compliance with the procedures set forth in 47 CFR 51.325 through 51.335.

(3) [Reserved]

(4) Must obtain Commission approval as to the manner in which the separate corporation is to be capitalized, prior to obtaining any interest in the separate corporation or transferring any assets, and must obtain Commission approval of any modification to a Commission approved capitalization plan.

(e) Except as otherwise ordered by the Commission, the carrier provision of customer premises equipment used in conjunction with the interstate telecommunications network may be offered in combination with the provision of common carrier communications services, except that the customer premises equipment shall not be offered on a tariffed basis.

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