

Master Service Agreement

NETURALLYSPEAKING MASTER TERMS AND CONDITIONS

- I. 1.Scope: These Master Terms and Conditions (the "Terms") shall be binding upon any NeturallySpeaking Service Order ("SO"), and together with the terms and conditions in each SO, any supplemental terms and conditions, including exhibits and service level agreements, NeturallySpeaking's Acceptable Use Policy ("AUP") and Privacy Policy, and any applicable tariffs, comprise Customer's agreement with NeturallySpeaking (the "Agreement"). In the event of an inconsistency between these documents (but only to the extent of the inconsistency), the order of precedence, from the most to the least controlling, shall be:
- Applicable filed and effective tariff(s);
 - Any mutually agreed upon SO or amendment or addendum thereto, properly executed by authorized representatives of both NeturallySpeaking and Customer;
 - Applicable Supplemental Terms and Conditions, including Exhibits and Service Level Agreements;
 - These Terms; and
 - The AUP and Privacy Policy.

THESE TERMS, ALL SOs, ANY SUPPLEMENTAL PRODUCT TERMS AND CONDITIONS, AND NETURALLYSPEAKING'S AUP AND PRIVACY POLICY ARE LOCATED ON A WEBSITE ACCESSIBLE AT ALL TIMES BY CUSTOMER AND, TOGETHER WITH NETURALLYSPEAKING'S TARIFFS, MAY BE MODIFIED BY NETURALLYSPEAKING AT ANY TIME. FOR CHANGES TO ANY OF THE AFOREMENTIONED COMPONENTS OF THE AGREEMENT OTHER THAN NETURALLYSPEAKING TARIFFS, WHICH ARE GOVERNED BY SPECIFIC NOTICE REQUIREMENTS IMPOSED BY THE APPROPRIATE REGULATORY AUTHORITIES, NETURALLYSPEAKING WILL NOTIFY CUSTOMER OF ANY MATERIAL CHANGES IN THE AGREEMENT PRIOR TO THE BILLING PERIOD IN WHICH THE CHANGES WOULD GO INTO EFFECT, EXCEPT FOR INTERNATIONAL RATES, WHICH MAY BE CHANGED ON ONE (1) DAY NOTICE. NOTIFICATION OF ANY SUCH CHANGE MAY BE IN THE FORM OF A BILL INSERT OR BY A MESSAGE WITHIN YOUR INVOICE; BY POSTCARD OR LETTER; BY NETURALLYSPEAKING'S CALLING AND SPEAKING TO CUSTOMER OR LEAVING A MESSAGE FOR CUSTOMER; BY POSTINGS ON OUR WEBSITE AT WWW.NETURALLYSPEAKING.COM/SERVICE-TERMS.HTML; OR BY EMAIL. CUSTOMER SHALL BE BOUND BY CHANGES IMMEDIATELY AFTER THEY BECOME EFFECTIVE. CUSTOMER ACCEPTS THE INCORPORATION INTO THE AGREEMENT OF APPLICABLE TARIFFS, SUPPLEMENTAL PRODUCT

TERMS AND CONDITIONS, THESE TERMS, THE AUP AND PRIVACY POLICY, AND ALL MODIFICATIONS MADE THERETO.

2. Provision of Services:

2.1. Regulation: The rates set forth in the Agreement are subject to the imposition of new regulations, modifications of existing regulations, 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, surcharges, and/or taxes in reliance on or as a result of the same ("Regulatory Change"). NeturallySpeaking reserves the right, at any time (including retroactively) to (i) to pass through to customer all charges, surcharges or taxes directly or indirectly related to such Activity, and/or (ii) modify the rates and/or terms and conditions of the Agreement to reflect the impact of such Regulatory Change, including, without limitation, the impact of any actions by third parties in connection with such Regulatory Change.

2.2. Tariffs: "Tariffs" shall refer to NeturallySpeaking's applicable tariffs. The Agreement incorporates by reference the terms of each such Tariff to the extent Customer subscribes to Services provided by NeturallySpeaking which are covered by any applicable Tariff. The Agreement may be superseded by a Tariff filed with the appropriate regulatory agency, which Tariff may contain such modifications of the provisions of the Agreement as NeturallySpeaking deems appropriate. NeturallySpeaking may modify its Tariffs from time to time in accordance with law and thereby affect Services furnished to Customer hereunder, except that the terms and conditions of the Agreement shall supplement, to the extent not inconsistent, Tariff terms and conditions. If any of NeturallySpeaking's applicable Tariffs are cancelled during the Term of the Agreement, such cancelled Tariff(s) will be deemed to be incorporated by reference into the Agreement on the effective date of cancellation, as supplemented by any non-inconsistent product descriptions, definitions, prices and other terms and conditions contained in the Agreement or similar document posted by NeturallySpeaking on an NeturallySpeaking website accessible by Customer, such as <http://www.NeturallySpeaking.com/service-terms.html>, and may be modified by NeturallySpeaking from time to time and thereby affect the previously tariffed Service furnished to Customer.

2.3. Availability of Facilities: NeturallySpeaking's Telecommunications Service ("Service") is offered and furnished subject to the availability, in NeturallySpeaking's sole judgment, of all necessary facilities, including those acquired by NeturallySpeaking from other entities.

2.4. Reseller. NeturallySpeaking is acting as a reseller/network provider of services, facilities and equipment provided by third parties. NeturallySpeaking may be unable to initiate service due to facilities or other constraints of third parties. Further, NeturallySpeaking cannot guarantee any requested turn up/start of service date, or ensure that NeturallySpeaking or its underlying network/facilities providers' can achieve any projected turn up/start of service date.

2.5. Right to Alter Service: In its sole discretion and without liability to Customer, NeturallySpeaking may: (a) alter the methods, processes or suppliers by or through which it provides Service; (b) change the facilities used to provide Service; or (c) substitute comparable Service for that being provided to Customer. If necessary due to the potential impact on affected Customers, NeturallySpeaking will furnish prior notice of any alterations, changes or substitutions.

2.6. NeturallySpeaking's Right to Block, Discontinue, or Surcharge Service Without Notice to Customer:

2.6.1. Fraud, Network Blockage or Degradation: NeturallySpeaking may discontinue furnishing Service by blocking traffic to or from certain countries, cities, NXX exchanges, or individual telephones; by blocking call origination; or by blocking calls using certain Customer authorization or access codes; and/or cancel Customer's account immediately and without notice, without NeturallySpeaking incurring any liability whatsoever, if NeturallySpeaking deems that such action is necessary to prevent or protect against fraud, or to otherwise protect NeturallySpeaking's personnel, agents, facilities or services, for reasons which include but are not limited to: (a) violation of NeturallySpeaking's AUP; (b) use or misuse of the Service in a manner that results, or could result, in network blockage or other degradations that adversely affect the Service furnished to Customer or to other existing or prospective customers of NeturallySpeaking; (c) manipulation, change, or in any way modifying traffic line records, including the Calling Party Number ("CPN") or Automatic Number Identification ("ANI"); (d) excessive termination to a single central office in excess of that location's termination capacity; (e) sequential dialing; (f) call blasting; (g) excessive incomplete calls; (h) improperly formatted SIP messages; (i) uses, or threatens to use any of the Services for any unlawful or fraudulent purpose or otherwise violates the terms of the Agreement; or (j) if NeturallySpeaking is ordered or requested to terminate service by a governmental entity. Regardless of whether or not NeturallySpeaking blocks service, Customer shall still be fully liable for all fraudulent calls made on Customer's Service.

2.6.2. For Financial Cause: NeturallySpeaking may immediately and at any time terminate the Agreement, discontinue service, cancel an application for service, cancel the Customer's account, or require customer to deposit funds as security, without incurring any liability, for any of the following reasons: (a) Customer

fails to pay any amount owed to NeturallySpeaking when due; (b) Customer's failure to comply with any material term or condition of this Agreement; (c) For usage by Customer beyond any credit limit or prepaid balance limit imposed by NeturallySpeaking; (d) If, in NeturallySpeaking's sole judgment, any aspect of Customer's payment arrangements with NeturallySpeaking appear to be fraudulent, including false or misleading credit information, or Customer's use of a credit card that has been reported as misused or stolen; (e) Customer's ability to pay, or if, in NeturallySpeaking's sole judgment, Customer's payment arrangements with NeturallySpeaking appear to be inadequate to meet any of Customer's obligations to NeturallySpeaking coming due; (f) Customer's filing of any voluntary or involuntary Petition in the bankruptcy court which names Customer as the debtor; or (g) Customer communicates any intent to breach, or to not comply with the terms of this Agreement, including but not limited to payment for Services at then-prevailing rates.

2.6.3. Customer Obligation to Pay Through Disconnection Period: Customer shall be responsible for payment of all non-usage based charges through any disconnection period.

2.6.4. Reasonable Use policy for Unlimited Long Distance Plans: NeturallySpeaking offers unlimited calling plans and features. However, because unlimited calling plans and features may be subject to abuse, fraud or unreasonable exploitation, NeturallySpeaking has prepared this Reasonable Use Policy ("Policy") as a guide for its customers. The Policy provides guidance regarding impermissible and unreasonable uses of NeturallySpeaking services and features, and a summary of NeturallySpeaking's rights in the event that impermissible or unreasonable usage is identified:

"NeturallySpeaking's unlimited long distance plans and features are intended solely for normal commercial use. Our voice services are designed only for continuous live dialog between two individuals. Unusual calling patterns, excessive called numbers and/or consistent excessive usage will each be considered an indicator that usage is exceeding normal standards. Our service may not be used for auto-dialing, continuous, or extensive call forwarding, excessive conferencing, inbound/outbound centralized or distributed call center activity, telemarketing (including charitable or political solicitation or polling), fax or voicemail blasting, or for continuous or extensive chat line access, or as an open telephone line as a monitor, intercom or transcription service. NeturallySpeaking shall apply a surcharge of up to \$0.035 per minute of use to the number of minutes by which customer's usage exceeds this normal use policy."

2.6.5. Local Calling Fair Use Policy: NeturallySpeaking's local calling fair use policy ("Local Fair Use Policy") is to prevent abuse, fraud or unreasonable exploitation of NeturallySpeaking's unlimited local service plans. NeturallySpeaking's unlimited local service plans are intended for normal commercial use, as opposed to high volume call applications such as autodialers, high volume telephone usage

businesses such as call centers, or excessive call forwarding of inbound calls. NeturallySpeaking has other plans applicable for such applications and businesses. It will be considered outside of NeturallySpeaking's Local Fair Use Policy for a Customer to exceed more than one-thousand (1,000) outbound minutes per month per subscriber line (SIP trunk or hosted seat), in aggregate ("Normal Usage"). For example, for a Customer who contracts for 50 hosted seats, if the Customer's total monthly outbound minutes exceeds 50,000 minutes / per month (1,000 minutes/hosted seat x 50 seats), then such usage exceeds the Local Fair Use Policy. NeturallySpeaking shall apply a surcharge of up to \$0.02 per minute of use to the number of minutes by which Customer's usage exceeds the Normal Usage. The minutes for call forwarded and remote call forwarded calls are allocated to the Customer's outbound minutes for calls that i) come into an NeturallySpeaking-supplied DID and ii) are then rerouted outbound to a telephone number outside of NeturallySpeaking's network.

2.7. Service Reconnection Delay: If service is suspended and/or disconnected and then resolution of the issue occurs, the process of reconnection of the service may take up to thirty (30) business days.

2.8. Delivery of Circuit: Unless specifically stated otherwise in an NeturallySpeaking order form, all loop installs are quoted with delivery from the Local Exchange Carrier ("LEC") to the Customer's SO service address building's Minimum Point of Entry ("MPOE"). Customer is liable for any loop extension ("Demarc Extension") from the MPOE. Customer is responsible for ensuring that all Demarc Extensions are completed, ordered and approved by the LEC prior to any local loops being dropped by the LEC at Customer's MPOE. In the event Customer fails to complete the Demarc Extension or order appropriate Demarc Extensions prior to the LEC's local loop drop, Customer shall be fully responsible for all associated costs as of the date of local loop drop. For Fast Ethernet services, Customer is responsible for ensuring there are adequate facilities at the premises' primary MPOE to receive NeturallySpeaking's service, including power and backboard / rack. The Customer will also be responsible for providing any wiring extension beyond the primary MPOE. NeturallySpeaking will pass through any costs NeturallySpeaking incurs that are associated with extending wiring beyond the premises' primary MPOE. In the event the Customer chooses not to make the necessary upgrades, the Customer shall nevertheless be responsible for all associated cancellation charges. Where applicable, NeturallySpeaking will deliver Circuit Facilities Assignment ("CFA") at the underlying carrier designated building and suite/cage. It is the Customer's express responsibility to order and pay for all in building local loop circuits or cross-connects required to connect Customer's facilities to the underlying carrier assigned CFA.

2.9. Expedited Installation. Customer acknowledges that requests and payments for an expedited installation do not guarantee that the underlying provider and/or local exchange carrier will meet a requested installation date. Requests for expedited installation may expedite the process by which Customer's order is serviced by the underlying carrier and/or local exchange carrier, but NeturallySpeaking cannot guarantee that any installation will occur by a specified date, and NeturallySpeaking cannot refund any payment made for expedited service in the event that an expedited service date is not met.

2.10. Service Availability: The Service is available throughout the Term, except in the case of scheduled maintenance of the NeturallySpeaking network and/or its underlying carrier's networks. NeturallySpeaking will use commercially reasonable efforts to provide prior notification via electronic mail ("email") to Customer regarding any scheduled maintenance of the Service. NeturallySpeaking may interrupt its provision of Service for unscheduled emergency maintenance without notice to Customer or Customer's customers.

2.11. Valid ANI. Where Customer's equipment allows for manipulation or changing of the outpulsed Automatic Number Identification ("ANI") or calling party number ("CPN"), Customer is required to pass a valid originating ANI or CPN that is owned by the Customer. For purposes of this paragraph, "valid" ANI or CPN shall mean ANI or CPN in an industry standard format that correctly identifies the call as originating from the geographic area where the Customer is physically situated.

2.12. CPN/Pseudo CPN Requirements for Telemarketers and Federal Do Not Call Rules: Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using NeturallySpeaking commercial services are required to provide CPN/pseudo-CPN in compliance with Federal Do Not Call rules. Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

2.12.1. 900, 500, 700, or Invalid Numbers: Customer will not pass 900, 500, 700, or invalid numbers (including 000-000-0000 as CPN).

2.13. Local Number Portability: NeturallySpeaking utilizes the Local Number Portability database maintained on behalf of the telecommunications industry by the Number Portability Administration

Center ("NPAC") for validation purposes. As a result, the number dialed by Customer may return porting information from the NPAC database which results in calls terminating to different physical locations, and/or Operating Company Numbers ("OCN") and Local Access Transport Areas ("LATA") that may differ from the dialed number. If (1) the Customer's rate plan does not include flat-rate pricing, or (2) for the purpose of calculating high cost area surcharges on flat-rate plans, calls terminating to ported telephone numbers will be rated based on the ported number information, and not the dialed number.

NeturallySpeaking does not provide Customer access to the NPAC database. Customers wishing to determine whether a dialed number has been ported prior to dialing must arrange independent access to the NPAC database.

2.14. OCN Information: All calls billed under plans other than flat-rate plans will utilize OCN information provided by Bellcore or similar database providers. OCN's are determined by criteria including the NPA/NXXT of the number dialed, as well as the NPAC database. NeturallySpeaking shall not be liable for the accuracy of any OCN information which may be utilized by Customer for any purpose, including but not limited to rating, scrubbing or sorting.

2.15. Toll Free Directory Assistance: Upon Customer's written request and to the extent available to NeturallySpeaking, Toll-Free Directory Assistance listing is available for Customer's Toll-Free numbers provided by NeturallySpeaking. Due to the fact that Toll-Free Directory Assistance is provided through an arrangement with a third party, the provision of Toll-Free Directory Assistance by NeturallySpeaking is subject to the policies and procedures promulgated from time to time by such third parties. Customer understands that any Toll-Free Number listed with Toll-Free Directory Assistance is not published in any written directory but is only available on either an online or call-in basis. This service will be charged at such third party provider's then prevailing rates, which are subject to change without notice at any time.

2.16. International Routes: Customer is aware and acknowledges that NeturallySpeaking has no control over the international routes of its underlying providers. Therefore, NeturallySpeaking cannot assure or guarantee calls/voice quality for all international traffic. Customer agrees that all calls completed will be considered valid and billable, regardless of call quality.

2.17. Blocking of International Calls: If Customer wishes to block International calls, Customer must ensure that such request is in writing, in the body of the SO for the services for which International blocking is to be applied. Any such blocking request that is not in writing will not be valid. For the purpose of call blocking, "International" refers only to those calls using a 011 prefix. Thus, for example, phone calls from the United States to Canada are not International calls and cannot be blocked. It is

Customer's responsibility to understand the limits on any call blocking functionality.

2.18. Internet Services: All Internet services provisioned under this Agreement or any NeturallySpeaking SO are provided as information services, and not as telecommunication services for the purposes of regulation.

2.19. Rights to IP Addresses and Circuits: Upon termination of the Agreement or any SO, or cancellation of any Service, all rights to circuits ordered by Customer will revert to NeturallySpeaking, and Customer shall have no rights to the continued use of such circuits even if NeturallySpeaking ordered such circuits through another provider. Similarly, NeturallySpeaking does not represent that IP Addresses used by Customer in conjunction with the Service will be available to Customer after termination or cancellation.

2.20. 911 Services: If Customer subscribes to 911 or E911 service, Customer will be required to register the physical location of Customer's equipment (phone, softphone or videophone) with NeturallySpeaking and agree to call NeturallySpeaking customer service to update the location whenever the physical location of service for a particular telephone number changes. Customer may register only one location at time. If Customer does not update the physical location, Customer's 911 calls may be sent to an incorrect emergency center. It can take several hours to activate 911 service at the updated address. 911 service will not function in the event of a broadband services outage, or power outage, or if your broadband, Internet Service Provider (ISP), or NeturallySpeaking phone service is terminated.

2.21. No 0+, Operator Assisted, or x11 Calling. NeturallySpeaking Services do not support 0+ or operator assisted calling, including, without limitation, collect calls, third party billing calls, 900, or calling card calls. NeturallySpeaking Services may not support 311, 511, and other x11 services in one or more service areas.

2.22. Incompatibility With Other Services. NeturallySpeaking Services may not be compatible with non-voice communications equipment, including but not limited to: home security systems; TTY; medical monitoring equipment; TiVo; satellite television systems; PBX; Centrex; other private telephone networks; other broadband services; home networking; or computer modems. There may be other services with which NeturallySpeaking Services are incompatible. NeturallySpeaking does not warrant that the Services will be compatible with all broadband services and NeturallySpeaking expressly disclaims any express or implied warranties regarding the compatibility of the Services with any particular broadband service. Customer waives any claim against NeturallySpeaking for interference with or disruption of these services and equipment.

2.23. Bandwidth Requirements. For NeturallySpeaking's local SIP services, including Voice Over MPLS for SIP services, the Customer shall be responsible for ordering a sufficient amount of bandwidth to support the desired number of simultaneous calls and permit the applicable audio compression. Each call employing G.729 audio compression requires approximately 30 kbits/sec per call. Each call employing G.711 audio compression requires approximately 100 kbits/sec per call. For example, a 1.554 mb line utilized solely for voice services employing G.711 will handle approximately fifteen (15) simultaneous calls, while the line employing G.729 compression will handle approximately forty-eight (48) simultaneous calls.

3. Billing And Payment Arrangements:

3.1. Form of Invoice: NeturallySpeaking shall send invoices for services by either email, or surface mail, and any invoice received by either method shall constitute a valid bill for services.

3.2. Payment: Customer shall pay for all Services ordered from NeturallySpeaking, pursuant to an SO at the rates set forth in such SO or other pricing exhibits, or as amended from time to time.

3.3. Rounding: Unless otherwise stated in an SO, charges for Services shall be rounded up to two digits per call. By way of example, a call whose cost calculated to \$1.214 would be rounded to \$1.22.

3.4. Prepayment: Unless Customer receives credit approval in writing from NeturallySpeaking's credit department and has signed a separate billing agreement, Customer will be invoiced on a prepaid basis.

3.4.1. 30-Day Payment Customers. For Customers who receive written credit approval from NeturallySpeaking's credit department for thirty (30) day payment terms, payments for Service shall be due upon Customer's receipt of the invoice. Undisputed amounts which are not paid in full within thirty (30) days of the invoice date will be past due and subject to an additional charge equal to the lesser of a one and one half percent (1.5%) per month late payment fee or the maximum monthly rate permitted by law on past-due balances. In the event of non-payment of any past due invoice due, or a material breach of this Agreement, including, but not limited to Access Arbitrage or fraudulent use of NeturallySpeaking services, all outstanding invoices, including any unbilled usage shall become immediately due and payable, and Customer shall be considered in default.

3.5. Liability for Completed Calls: Customer understands that rates to special service numbers and non-US mobile numbers can be significantly higher than landline rates and Customer is wholly responsible for all calls made over their lines. CUSTOMER IS LIABLE FOR ALL COMPLETED CALLS MADE UTILIZING CUSTOMER'S EQUIPMENT, WHETHER AUHORIZED OR UNAUTHORIZED, AND REGARDLESS OF SUITABILITY

FOR CUSTOMER'S APPLICATIONS, AND/OR ANY FAILURE OF OTHER NETWORK ELEMENTS OR SERVICES WHICH MAY IMPACT CUSTOMER'S ABILITY TO OPERATE. CUSTOMER REQUESTS TO BLOCK INTERNATIONAL SERVICE ON NETURALLYSPEAKING SERVICE ORDERS SHALL NOT RELIEVE CUSTOMER FROM LIABILITY FOR INTERNATIONAL CALLS MADE ON CUSTOMER'S SERVICE. NETURALLYSPEAKING SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO PROCESS SUCH BLOCKING REQUESTS, SUBJECT TO NETWORK LIMITATIONS AND RESTRICTIONS. CUSTOMER SHALL NOT HOLD NETURALLYSPEAKING LIABLE FOR ANY FRAUDULENT CALLS WHICH MAY OCCUR ON CUSTOMER'S SWITCHED, DEDICATED OR CALLING CARD SERVICES, INCLUDING ANY FRAUD RELATED TO UNAUTHORIZED ACCESS OF CUSTOMER'S TELECOMMUNICATIONS EQUIPMENT. ALL INTERNATIONAL AND OFFSHORE CALLS THAT ARE NOT LISTED ON NETURALLYSPEAKING'S RATE SHEET FOR THE CUSTOMER ARE BILLED AT FIVE DOLLARS (\$5.00) PER MINUTE. ALL DOMESTIC LONG DISTANCE CALLS THAT ARE NOT LISTED ON NETURALLYSPEAKING'S RATE SHEET FOR THE CUSTOMER ARE BILLED AT FIFTEEN CENTS (\$0.15) PER MINUTE.

3.6. Account Codes: Account Codes, either Verified or Non-Verified, are not intended to be utilized as a security measure; they are for accounting purposes only. Verified Account Codes are used for the purpose of tracking calls made under that specific Account Code. NeturallySpeaking does not offer any guarantee that either Verified or Non-Verified Account Code types can or will prevent any fraudulent calls. The Account Codes are issued at the customer's request and are the sole responsibility of the customer. Customer understands and accepts all responsibility for calls made from any location using the Account Codes whether Verified or Non-Verified.

3.7. Credit Information: Customer agrees that NeturallySpeaking may request credit information from third parties and Customer authorizes the release of such information as part of this Agreement.

3.8. Forms of Payment: Acceptable forms of payment are: company checks; cashier's and certified checks; money orders; wire transfers and ACH credits; except where other payment form restrictions are specifically noted in a separate SO or addendum. Checks must be drawn on U.S. banks and written in U.S. dollar values. Checks drawn on foreign banks and third party checks are not accepted. Payment by cash is not acceptable. NeturallySpeaking may accept, in its sole discretion, payment by credit card. If Customer pays NeturallySpeaking by credit card, Customer's continued receipt of Services, after Customer's payment to NeturallySpeaking appears on Customer's credit card statement, shall be construed as Customer's acknowledgement of the validity of such undisputed charges, and as Customer's waiver of all rights to reverse such charges. Customer's sole recourse for disputed charges shall be as outlined in Section 4 ("Billing Disputes").

3.9. Applicable Rates and Charges: NeturallySpeaking may modify the applicable rates and charges upon prior notice to Customer as noted above. Customer acknowledges that the termination of international long distance wireless calls may be billed at higher rates.

3.10. Service Start Date; Invoicing; and Payment Deadline: For Services providing an access circuit / loop, the Start of Service Date shall be the earlier of i) the Customer's first use of the Service or ii) seven (7) days after loop acceptance, regardless of whether all Services have been turned up and regardless of Customer readiness. "Loop acceptance" is the date the Customer's loop is active, as notified by the underlying provider. Customer networking issues, whether the result of improper network design, equipment issues, or incorrect information supplied to NeturallySpeaking by or on behalf of the Customer, shall not relieve the Customer of the obligation to pay for the Service, including loop charges, beginning on the Start of Service Date. For MPLS Services, including Voice over MPLS, the Customer is required to coordinate with NeturallySpeaking to install the hub site first, with each remote site to follow. For Services in which there is no access circuit / loop, the Start of Service Date shall be the date when the Service is available for use by the Customer. Customer's obligation to pay for Service shall begin on the Start of Service Date. Service invoicing will occur on a monthly basis.

3.11. Non-recurring Charges: Non-recurring Charges are due and payable on the Start of Service Date or as otherwise billed by NeturallySpeaking.

3.12. Monthly Recurring Charges: Monthly Recurring Charges are fixed in amount, not dependent on usage, and billed in advance. If the Start of Service Date is other than on the first day of a monthly billing period or if Service terminates on other than the last day of a monthly billing period, Customer's first bill shall include pro-ration of the first month's Service charges, as well as any NRCs not previously paid.

3.13. Usage Charges: Usage Charges are billed in arrears.

3.13.1. Taxes, Surcharges and Other Service Related Fees: Service rates and charges are exclusive of all taxes, fees, tax-related surcharges and tax-like surcharges (as enumerated below). Customer shall be responsible for, and must pay, all taxes, including, without limitation, sales, use, excise, gross receipts, value added, access, bypass, franchise, telecommunications, consumption and other taxes, fees, duties, charges or surcharges, however designated, and imposed directly on NeturallySpeaking based on the provision, sale or use of Service. If Customer believes it, or the Services it receives and uses, are exempt from any tax, Customer will provide NeturallySpeaking with a properly executed exemption certificate in

a form acceptable to NeturallySpeaking that evidences the exemption claimed. Customer shall renew such certification annually and shall provide evidence of such continuing certification upon request by NeturallySpeaking. In the event Customer fails to renew its tax-exempt certification, or if its tax-exempt certification is repealed, Customer shall be responsible to NeturallySpeaking for all such taxes from the date Customer's tax-exempt certification became invalid. Tax exemption will only apply to Taxes incurred after the date NeturallySpeaking receives the Tax Exempt Document (Customer cannot receive credit for any Taxes already billed). Customer's obligation to pay applicable taxes (and all other charges due and owing for Service) shall survive the expiration of the Agreement. Many surcharges, including but not limited to the Federal Universal Service Fund Surcharge, are not a tax and are not subject to exemption. NeturallySpeaking's primary surcharges are listed at <http://www.NeturallySpeaking.com/service-terms/64-surcharges.html> .

3.13.2. Cost Recovery: NeturallySpeaking may impose recovery fees in order to recover costs associated with regulatory compliance, administrative and network facilities costs.

3.13.3. Set-up, Installation and Disconnect Fees: Customer shall pay all applicable inspection, repair, set-up, Demarc extension, installation and disconnect fees, service upgrade or relocation fees, which will be invoiced on a Non-Recurring Charge basis and are non-refundable. Quoted installation fees contemplate installations in normal locations under normal working conditions during regular business hours. Any installations under other circumstances including, but not limited to, hazardous locations or made on an expedited basis outside of standard installation intervals will be subject to additional charges.

3.13.4. Charges Imposed By Other Suppliers: If an entity other than NeturallySpeaking (e.g., another carrier or supplier) imposes charges on NeturallySpeaking in connection with the provisioning of Service to Customer, including but not limited to, for expedited installations, such charges will be invoiced by NeturallySpeaking on a pass-through basis and paid by Customer.

3.14. Underutilization: Customer understands and acknowledges that NeturallySpeaking's underlying carriers may terminate service on any circuit for underutilization. Customer understands that such termination would in no way affects Customer's commitment to pay for all monthly circuit charges associated with these circuit(s) for the entire term of the contract. NeturallySpeaking will provide Customer fifteen (15) days written notice of its underlying carrier's intent to disconnect, and customer shall have the option of increasing usage to prevent disconnection of circuit(s), or alternatively accepting disconnection of designated circuit(s). In the event of disconnection, Customer shall reimburse NeturallySpeaking for any circuit disconnection fees charged by the underlying carrier to

NeturallySpeaking.

3.15. Excessive Incomplete Calls. If Customer utilizes the NeturallySpeaking underlying network for call termination, Customer may not have an excessive percentage of outbound incomplete calls, as calculated on the basis of total outbound call attempts in a month per unique customer account. An Excessive Call Attempt Surcharge of \$0.005 per call will be assessed for all incomplete calls deemed excessive by NeturallySpeaking in its sole and absolute discretion. For customers utilizing the NeturallySpeaking network whose total number of DS1 circuits ordered is 4 (Four) or less (including all circuits utilizing the NeturallySpeaking network ordered previously or separately by Customer), the Excessive Call Attempt Surcharge shall not apply until such time as Customer's total number of DS1 circuits utilizing the NeturallySpeaking network exceeds 4. For customers utilizing Toll Free services, Customer may not have an excessive percentage of Toll Free incomplete calls, as calculated on the basis of total Toll Free call attempts by end user customers in a month per unique customer account. An Excessive Call Attempt Surcharge of \$0.03 per call will be assessed for all Toll Free incomplete calls deemed excessive by NeturallySpeaking in its sole and absolute discretion.

3.16. Early Termination Liability: In the event Customer cancels Service or the Agreement or any SO is terminated early for any reason whatsoever, Customer will pay NeturallySpeaking an Early Termination Liability charge ("ETL") equal to the months remaining in any applicable term multiplied by the monthly recurring charge, for example monthly loop and port circuit charges, applicable to the Service. Assessment of an ETL does not relieve Customer of Customer's obligation to pay any non-recurring charges.

3.17. Recovery of Collection Costs: Unless otherwise prohibited by law, Customer shall reimburse NeturallySpeaking for any costs incurred by NeturallySpeaking in undertaking any collection activity, including, but not limited to, the reimbursement of reasonable attorneys' fees.

3.18. Right of Offset: If Customer defaults on any payment obligation owed NeturallySpeaking under any agreement for more than thirty (30) days and NeturallySpeaking has funds that are owed the defaulting Customer, NeturallySpeaking may offset that which it is owed by first applying such funds to the full balance due by the defaulting Customer. Any amount remaining following the offset shall be remitted to Customer in the normal course of business.

4. Billing Disputes:

4.1. Customer Obligation. Any invoices issued to Customer shall be deemed correct and binding on Customer unless Customer files a dispute according to the provisions of this Section 4.

4.2. Requirements for Valid Dispute: An invoiced charge will be deemed disputed by Customer if, and only if: (a) Customer believes in good faith that the charge was invoiced in error; (b) Customer provides NeturallySpeaking written notice of the disputed charge no later than thirty (30) days from the date of the invoice on which the charge first appeared; and (c) Customer's notice of the disputed charge includes the amount of the disputed charge, the reason the charge is disputed, and documentation supporting the dispute, and provide all documents supporting each dispute. Customer shall not have the right to withhold any amount not properly disputed. If Customer does not dispute a charge(s) on the invoice within thirty (30) days from the date of the invoice, then the invoice will be deemed to be correct.

4.3. Resolution of Disputed Charges: NeturallySpeaking shall have the right to determine in good faith the merit of each dispute and Customer's associated payment obligation. NeturallySpeaking will investigate all billing disputes and notify Customer in writing that: (a) a credit will be issued to reverse any amount that NeturallySpeaking determines was incorrectly billed, or (b) NeturallySpeaking has determined that the disputed charge was invoiced correctly. After a billing dispute is resolved, if the dispute is resolved in NeturallySpeaking's favor, Customer will, within five (5) business days of such resolution, remit to NeturallySpeaking any required payment, plus interest at the lower of one and one-half percent (1.5%) per month or the maximum rate permissible under applicable state law, calculated from the due date until the date payment is received by NeturallySpeaking. Failure to pay such amount in full within such five (5) day period shall be a breach hereof and shall entitle NeturallySpeaking, 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 the dispute is resolved in Customer's favor, and Customer withheld payment of the disputed amount, then NeturallySpeaking will issue a credit to reverse the amount incorrectly billed. If the dispute is resolved in Customer's favor and Customer previously paid the disputed amount, then NeturallySpeaking will issue a credit to reverse the amount incorrectly billed and apply such credit against Customer's next invoice(s). If Customer is no longer being invoiced by NeturallySpeaking, NeturallySpeaking will remit to Customer the amount of the credit within ninety (90) days of the date of such credit.

5. Products and Customer Equipment Supplied by NeturallySpeaking: NeturallySpeaking may deliver to Customer certain software, hardware and documentation, including but not limited to customer premises equipment (collectively, "Products"). NeturallySpeaking grants to Customer a personal, limited, non-transferable, non-exclusive, license, without the right to sublicense or create derivative works, to use the

Products during the term of the appropriate SO solely for use with the Service specified in such SO and in accordance with the Agreement. NeturallySpeaking will use commercially reasonable efforts to supply and configure the Products to allow Customer to use the Services, unless Customer is supplying its own equipment or purchasing it from a third party (including an NeturallySpeaking authorized dealer or fulfillment partner). NeturallySpeaking is not responsible for the configuration of, or the components of, Customer's personal computer or for other telephony equipment that may be necessary to make such customer-acquired equipment compatible with the Service. For any equipment that Customer purchases directly through NeturallySpeaking, NeturallySpeaking may supply new or recertified equipment. On new and recertified equipment purchased by Customer through NeturallySpeaking, Customer understands that any Product it purchases through NeturallySpeaking, a dealer or fulfillment partner is only designed to work with NeturallySpeaking's Services. If Customer or NeturallySpeaking terminates Services for ANY REASON, Customer will NOT be eligible for a refund, either full or partial, for any fees paid by Customer for a Product, or for third party-supplied equipment, and Customer must return to NeturallySpeaking or purchase from NeturallySpeaking any Products at NeturallySpeaking's then prevailing prices within thirty (30) days of termination.

5.1. Maintenance, Support, and Repair for Products Provided by NeturallySpeaking: All equipment provided to Customer by NeturallySpeaking is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty, end-user license, or agreement applicable to such Products, with no additional warranty of any kind from NeturallySpeaking. Customer shall reimburse NeturallySpeaking for the Field Service Technician visit, if applicable, at then-applicable rates and for the cost of any replacement equipment for the entire cost to repair and/or replace any Product in the event that Product requires replacement due to (a) misuse or abuse, (b) failure to exercise reasonable care, (c) altering original NeturallySpeaking configuration, (d) damage, (e) theft, or (f) disaster. If a replacement Product is requested, NeturallySpeaking will ship preconfigured replacements to Customer. Customer shall return any faulty Product to NeturallySpeaking within ten (10) days of receiving the replacement Product or pay for such Product. Customer will not receive compensation for downtime associated with Product failure, replacement or repair. NeturallySpeaking's liability is strictly limited to the pro-rata reduction of NeturallySpeaking's monthly recurring charges, At NeturallySpeaking's discretion, any Product, either originally, or as a replacement, may be new, recertified or refurbished. Any Product supplied as a replacement Product will carry the remainder of any manufacturer warranty. NeturallySpeaking may also provide any Product upgrades at no expense to Customer, and Customer shall use all such upgrades provided by NeturallySpeaking. NeturallySpeaking shall not replace, and Customer shall be responsible for the full cost of replacement of NeturallySpeaking provided equipment and phones in the event of

damage: (a) to consumable parts, such as batteries, or protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents, and broken plastic on ports; (c) to damage caused by use with other products; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by NeturallySpeaking; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of NeturallySpeaking; (g) to a product or part that has been modified to alter functionality or capability without the written permission of NeturallySpeaking; (h) to defects caused by excessive wear and tear or otherwise due to the excessive aging of the product or (i) if any serial number has been removed or defaced. NeturallySpeaking and its suppliers shall have no obligation or liability in connection with any equipment not purchased through NeturallySpeaking even if configured by NeturallySpeaking, or for any abuse, misuse or reconfiguration, including, but not limited to, the addition of software or other devices, of any equipment by any party other than NeturallySpeaking. If Customer purchases a Product through an NeturallySpeaking authorized dealer or fulfillment partner, Customer must address any issues or warranty concerns with that dealer or fulfillment partner. If Customer has been provided Products by NeturallySpeaking, then Customer shall allow NeturallySpeaking reasonable access to the Products as required to provide Service ordered by Customer.

6. Confidentiality:

6.1. Definition: "Confidential Information" shall include NeturallySpeaking pricing, trade secrets as defined under applicable law ("Trade Secrets"), and any and all information, whether provided in writing, orally, visually, electronically or by other means, whether or not marked as "confidential" or "proprietary," related to the Services and/or business of NeturallySpeaking, including, but not limited to, the terms and conditions of the Agreement. Confidential Information shall not include information (a) already lawfully known to or independently developed by Customer as evidenced by its written records, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from third parties without any obligation of confidentiality.

6.2. Confidentiality Obligation: Customer shall maintain the confidentiality of the Confidential Information and shall use the same level of care, but in no event less than a reasonable standard of care, as it uses to maintain the confidentiality of its own confidential information. Customer shall take reasonable steps to ensure that Customer's personnel, subcontractors, and personnel of such subcontractors, if any, comply with this Section, which steps shall include obtaining enforceable written

agreements from Customer's personnel and subcontractors and requiring enforceable written agreements from personnel of subcontractors binding such entities and individuals to obligations of confidentiality no less restrictive than those set forth in this Agreement. Customer agrees that if it is required by law to disclose the Confidential Information, Customer shall first give written notice of such required disclosure to NeturallySpeaking and NeturallySpeaking shall have a reasonable opportunity to prevent or limit the third party disclosure. Customer acknowledges that monetary damages may not be sufficient remedy for unauthorized disclosure or use of Confidential Information and that NeturallySpeaking may seek without waiving any other rights or remedies, such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. The obligations under this Agreement shall: (a) with regard to the Trade Secrets, remain in effect as long as the information constitutes a Trade Secret under applicable law; and (b) with regard to the Confidential Information, remain in effect during the term of this Agreement and for a period of five (5) years thereafter.

6.3. Customer Confidential Information: NeturallySpeaking's privacy policy, located at <http://www.NeturallySpeaking.com/privacy-policy.html>, details NeturallySpeaking's confidentiality obligations to Customer.

6.4. Non-Disclosure and Publicity: Neither Party shall disclose to any third party the terms and conditions of the Agreement without the prior written consent of the other Party.

7. Representations And Warranties:

7.1. Customer: Customer warrants and represents that (a) Customer has full power and authority to enter into this Agreement; (b) the signatory to this Agreement possesses all necessary authority to enter into this Agreement with NeturallySpeaking in all respects and render it effective; and that Customer shall comply with all applicable federal, state, and local laws, ordinances, regulations and codes in its use of the Services. Customer represents that the address provided to NeturallySpeaking for billing purposes is either Customer's residential or business street address. Customer warrants that the DID's it has been assigned by NeturallySpeaking when utilized by Customer to place outbound calls shall at all times accurately reflect the name of Customer as has been provided by Customer to NeturallySpeaking. The outpulsed caller identification information shall not be altered, manipulated or modified by Customer in any such manner that can cause harm, injury or misrepresent to the called party the nature of the call and shall at all times remain in compliance with the provisions of the Truth in Caller ID Act. (the "Act").

7.2. Enhanced Traffic: For Customers utilizing NeturallySpeaking's long distance or long distance SIP trunking products, Customer represents and warrants that each call originated to NeturallySpeaking as

Native IP traffic meets the criteria defined as (i) traffic that originates as IP from the originating caller, and (ii) is then transported as IP from Customer to NeturallySpeaking. Customer is prohibited from intermingling traffic or for utilizing these services for anything other than SIP originated or terminated service in accordance with all applicable federal and state regulations. Customer expressly agrees, represents and warrants that all long distance or SIP trunking traffic delivered by Customer to NeturallySpeaking is SIP-originated in accordance with all applicable federal and state law and regulation and, without limiting the foregoing, it will not use the Services to originate or terminate TDM or voice calls in a manner that bypasses applicable switched access or other charges.

7.3. NeturallySpeaking: NeturallySpeaking warrants that (a) NeturallySpeaking has full power and authority to enter into this Agreement and convey the rights conveyed herein; and (b) the signatory to this Agreement possesses all necessary authority to enter into this Agreement with NeturallySpeaking in all respects and render it effective.

7.4. NETURALLYSPEAKING SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER OR THE FACILITIES AND EQUIPMENT FURNISHED PURSUANT TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL NETURALLYSPEAKING OR ANY AFFILIATED PERSON OR ENTITY BE LIABLE TO CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY 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, INCLUDING BUT NOT LIMITED TO LOST REVENUES OR PROFITS, LOSS OF ABILITY TO PERFORM, LOST CONTRACTS, COSTS OF THIRD-PARTY REPAIR OR REPLACEMENT, OR FAILURE OF 911 OR OTHER FEATURES, EVEN IF CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY ADVISES NETURALLYSPEAKING OR ANY AFFILIATED PERSON OR ENTITY OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN THE EVENT A VENDOR(S) IS EMPLOYED ON BEHALF OF THE CUSTOMER, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR PAYMENT TO THE VENDOR EMPLOYED WITHOUT CLAIM TO NETURALLYSPEAKING. NETURALLYSPEAKING SHALL NOT BE RESPONSIBLE FOR PAYMENT OF ANY VENDOR CHARGES INCURRED BY CUSTOMER OR ANY OTHER PARTY, WHETHER OR NOT SUCH CHARGES ARE AS A RESULT OF ERROR OR OMISSION BY NETURALLYSPEAKING OR ANY OTHER THIRD PARTY. IN THE EVENT NETURALLYSPEAKING DISPATCHES A VENDOR, LOCAL EXCHANGE CARRIER OR OTHER TECHNICIAN ON BEHALF OF CUSTOMER, AND IT IS DETERMINED THAT THE DISPATCH WAS DUE TO A CUSTOMER WIRING, EQUIPMENT OR OTHER CUSTOMER RELATED ISSUE, THEN CUSTOMER WILL BE RESPONSIBLE FOR

PAYMENT OF COSTS INCURRED BY NETURALLYSPEAKING FOR THE DISPATCH. NETURALLYSPEAKING 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 PROVISIONING OF SERVICES, AND CUSTOMER HEREBY INDEMNIFIES AND HOLDS HARMLESS NETURALLYSPEAKING FROM AND AGAINST ANY LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF SUCH DAMAGE OR INJURY. CUSTOMER'S REMEDIES FOR CLAIMS UNDER THE AGREEMENT SHALL BE STRICTLY LIMITED TO OUTAGE CREDITS AS DESCRIBED HEREIN.

8. Indemnification:

8.1. **NaturallySpeaking's Indemnification of Customer:** NaturallySpeaking will defend and indemnify Customer, its employees, directors, officers and agents, from and against any suit, proceeding or other claim brought by an entity (not a party to or an affiliate of a party to this Agreement) that is caused by, arises from, or relates to damage to real or tangible personal property or personal injuries (including death) arising out of the gross negligence or wilful act or omission of NaturallySpeaking in the provision of Service by NaturallySpeaking.

8.2. **Customer's Indemnification of NaturallySpeaking:** Customer will defend and indemnify NaturallySpeaking, its employees, directors, officers and agents, from and against any suit, proceeding or other claim brought by an entity that is caused by, arises from, or relates to: (a) damage to real or tangible personal property, personal injuries (including death) arising out of the gross negligence or wilful act or omission of Customer in the use of the Service; (b) any fraud arising from Customer's use of the Service; and (c) representations regarding the nature of Customer's traffic and any use, operation or resale of Service by Customer in contravention of this Agreement, including without limitation, claims of libel, slander, unauthorized use of copyright or trademark by Customer or the business activities and practices of Customer arising from Customer's use of the Service.

8.3. **Truth in Caller ID Act Indemnification:** Customer shall forever indemnify, defend and hold NaturallySpeaking harmless from any demand, claim, action, proceeding, fine, penalty or assessment brought or initiated by third parties, in their individual capacity, or regulatory agencies or authorities including, but not limited to, the Federal Communications Commission, State Attorneys General, Federal Trade Commission, state regulatory authorities (where concurrent jurisdiction exists) for any alleged or actual violation by Customer or Customer affiliates (collectively "Customer") of the Truth in Caller ID Act. This specific indemnity shall be a blanket indemnification for all consequences, whether known or unknown on the part of NaturallySpeaking or Customer, that may befall NaturallySpeaking as a result of

any such actual or alleged violation by Customer of the "Act". This indemnification shall include, but not be limited to, any cost of defense incurred response required or documentation requested of NeturallySpeaking due to any such violation of the Act by Customer. In the event parties other than Customer (e.g. Customer's end-users) shall have use of the telecommunications services provided by NeturallySpeaking through Customer, then Customer agrees to forever indemnify and hold NeturallySpeaking and any third party provider or operator of facilities employed in provision of the telecommunications services provided by NeturallySpeaking harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which those parties may assert relating to any violation of the Truth in Caller ID Act. Customer agrees to reimburse NeturallySpeaking for all reasonable costs and expenses incurred by NeturallySpeaking due to NeturallySpeaking's direct participation (either as a party or witness) in any administrative, regulatory, criminal or civil proceeding concerning Customer if NeturallySpeaking's involvement in said proceedings is based upon Customer's actions or inactions resulting in a violation of the Truth in Caller ID Act

8.4. Intellectual Property: If a Service provided by NeturallySpeaking becomes, or if NeturallySpeaking reasonably believes a Service it is providing may become, the subject of a suit, proceeding or other claim by an entity (not a party to or an affiliate of a party to this Agreement) that the Service directly infringes the U.S. patent, trademark or copyright rights ("Intellectual Property") of such entity, NeturallySpeaking shall, at its own expense and option: (a) procure the right for NeturallySpeaking to continue to provide the Service; or (b) modify or replace the Service with a different service that has substantially similar functionality; or (c) discontinue providing or direct the cessation of any use of the Service and refund to Customer a pro-rated portion of any charges paid for the affected Service through the date of Service discontinuation or cessation. Notwithstanding the foregoing, NeturallySpeaking will have no obligation to defend or indemnify Customer, and Customer will defend, indemnify and hold harmless NeturallySpeaking for any suit, proceeding or claim arising out of: Customer's: (a) designs, specifications, modifications, or configurations; (b) combination of Customer hardware or software, or other materials, services or methods with the Service; or (c) use, operation or resale of the Service in contravention of its obligations and responsibilities.

8.5. Procedure: If an entity makes a claim against NeturallySpeaking or Customer, the Party in receipt of such claim ("Indemnified Party") will promptly notify the other Party ("Indemnifying Party") in writing no later than sixty (60) days after receipt of such notification of a potential claim. The Indemnifying Party may assume sole control of the defense of such claim and all related settlement negotiations. The Indemnified Party will provide the assistance, information and authority necessary to assist the Indemnifying Party in its obligations. Neither NeturallySpeaking nor Customer may settle any such matter

without the consent of the other as to any settlement that imposes an obligation on, or requires any admission by, the other Party. Failure of the Indemnified Party to promptly notify the other will not relieve the Indemnifying Party of its obligations except to the limited extent such delay prejudices the Indemnifying Party. Additionally, if the Service as and in the manner provided by NeturallySpeaking is determined by a court of competent jurisdiction to have directly infringed on an entity's Intellectual Property rights, or if such claim is settled, NeturallySpeaking shall indemnify Customer for its reasonable legal fees incurred to defend itself against such claim up to and including the time of final disposition or settlement of such claim and any payment required to be made by Customer pursuant to such judgment or settlement.

8.6. Survival: These Customer and NeturallySpeaking indemnifications will survive this Agreement.

9. Limitations on Liability:

9.1. Underlying Carriers: NeturallySpeaking is not liable for any act or commission of any other company or companies furnishing a portion of the Services to Customer.

9.2. Direct Damages: Even if advised of the possibility of losses or damages, NeturallySpeaking shall not be liable, except as set forth herein, for any losses or damages resulting from: (a) its provisioning of Service to Customer; (b) any act or omission of Customer, those using the Customer's Service or third party entities furnishing products used in connection with Service; or (c) the loss or destruction of Customer data resulting from the use of Service.

9.3. Limitation of NeturallySpeaking Liability: NeturallySpeaking's liability to Customer for any property damage to Customer premises caused by NeturallySpeaking's gross negligence or wilful misconduct shall in no event be greater than an amount equal to the sum of the payments made by Customer to NeturallySpeaking during the three months immediately preceding the event for which losses or damages are claimed. By entering into an Agreement and remaining a Customer, Customer manifests its acceptance of this limitation on direct damages as fair and reasonable.

9.4. Indirect or Consequential Damages: Neither NeturallySpeaking nor Customer shall be liable to the other for any indirect, incidental, exemplary, punitive or other consequential damages, whether or not foreseeable, including, but not limited to, damages from the loss of data, business goodwill or profits, savings or revenue, harm to business, whether under contract, tort, including negligence, strict liability or any other theory of liability. A party's out-of-pocket costs for damages recovered by a third party shall be deemed to be indirect damages suffered by such party, except to the extent such damages are part of a

claim for which indemnification is due under Section 7.

9.5. Service Interruptions: NeturallySpeaking's sole liability under this Agreement for interruption of service or failure of equipment shall be limited to that amount of NeturallySpeaking's actual fixed charges incurred by Customer during the period of such interruption. NeturallySpeaking shall not be liable for any interruption caused by the negligence or willful act or omission of Customer or any third party furnishing any portion of the service hereunder.

9.6. Delays: NeturallySpeaking shall not be liable to Customer for losses or damages resulting from its inability to provide Service or from any delay in meeting a scheduled Start of Service Date or a scheduled change in service date.

9.7. Force Majeure Events: In no event shall either Party have any claim or right against the other Party for any failure of performance (except for NeturallySpeaking's right to seek payment of all accrued charges) due to causes beyond that Party's reasonable control, including, but not limited to: acts of God, fire, explosion, vandalism, fiber optic cable cut, storm, flood or other similar catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over either of the Parties or of any department, agency, commission, court, bureau, corporation, or other instrumentality of any one or more said governments, or of any civil or military authority; national emergencies; unavailability of materials or rights-of-way; insurrections; acts of terrorism; riots; wars; strikes; lock-outs, work stoppages or other labor difficulties; or supplier failures, shortages, breaches or delays.

9.8. Facilities, Services, Equipment or Systems of Others: NeturallySpeaking shall not be liable for the unavailability, or deficient performance, of any facilities, services, equipment or systems used in connection with the provision of Services that are under the control of Customer or any third party, even if NeturallySpeaking has acted as the Customer's agent in procuring such facilities, services, equipment or systems from third parties. Customer's rights with regard to the unavailability or deficient performance of such facilities, services, equipment or systems not provided by NeturallySpeaking shall be strictly as established by the supplying entity. Customer shall be liable to NeturallySpeaking for any loss, theft, or damage to any of NeturallySpeaking's equipment located on Customer's premises, however caused.

9.9. Passwords: Customer will be asked to create a password in order to gain access to Customer's account information on-line or when contacting an NeturallySpeaking agent by phone. Customer agrees to keep all passwords and account information confidential and Customer is solely responsible for any liability or damages resulting from Customer's failure to maintain that confidentiality, and for all activities

that occur under Customer's password. Customer must immediately notify NeturallySpeaking if Customer suspects any breach of security such as loss, or unauthorized disclosure or use of Customer's password and account.

9.10. Electronic Recording: Customer acknowledges and understands that there are federal and state statutes governing the electronic recording of telephone conversations and that NeturallySpeaking will not be liable for any illegal use of the service. Because Customer circumstances vary widely, Customers should carefully review their own circumstances when deciding whether to use the recording features of the service and it is the Customer's responsibility to determine if the electronic recordings are legal under the federal and state statutes. NeturallySpeaking is not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or the use of its products by Customer whether legal or illegal.

9.11. Customer's Failure to Fulfill Obligations: NeturallySpeaking shall not be liable to Customer or any third party for Customer's failure to fulfill its obligations, including, without limitation, Customer: (a) obtaining, installing and maintaining all necessary equipment, materials, and supplies for interconnecting Customer or third party facilities, services, equipment or systems to Services; (b) securing all licenses, permits, approvals, rights-of-way, access rights, including ingress and egress from buildings, and other arrangements necessary to install, receive and use Services; (c) ensuring that Customer or third-party facilities, services, equipment or systems interface properly with Services; that the signals delivered to NeturallySpeaking's Service are fully compliant with industry standards; and that such signals do not damage NeturallySpeaking property or personnel, or degrade Service to other Customers of NeturallySpeaking, and (d) Customer use of non-approved Services.

9.12. Misuse of Customer Service: NeturallySpeaking shall neither provide credit allowances nor otherwise be liable for the use, misuse or abuse of Customer's Service by Customer, its agents, employees or any third parties including, without limitation, members of the public. If NeturallySpeaking co-operates with Customer by recommending potential solutions to reduce or eliminate the unauthorized use of Customer's Service, NeturallySpeaking's recommendation shall not be deemed to be promises or guarantees by NeturallySpeaking that the unauthorized use of Customer's Service will be reduced or eliminated, and in no event shall NeturallySpeaking incur any liability in connection with those undertakings to Customer or any third party. In all instances, Customer shall be responsible for its facilities, services, equipment or systems interconnected with NeturallySpeaking's Service. Customer shall be responsible for maintaining the security of any networks that Customer controls, including, but not

limited to, local area networks, private networks, and/or virtual private networks.

9.13. Billing Errors: NeturallySpeaking's obligation with respect to any errors resulting in Customer overpayments for Service is limited to granting invoice credits equal to the dollar amounts erroneously billed. Under no circumstance will any billing error affect the Customer's obligation to pay for Services rendered and used.

9.14. Calls to Public Safety Answering Points (PSAPs) or 911: NeturallySpeaking shall not be liable for the misrouting of any calls made to PSAPs or to municipal emergency service providers.

10. Term and Termination:

10.1. Term: The term of the Agreement shall commence on the Start of Service Date and shall continue for the Minimum Term as set for in the applicable SO. If no notice of cancellation is received, the Agreement shall continue on a month-to-month basis for as long as Customer is receiving Service (and until Customer has fully paid for such Service). Unless otherwise stated, the Minimum Term shall not be less than twelve (12) months. The termination of the Agreement shall have the effect of terminating each SO. At the discretion of NeturallySpeaking, an individual SO may be terminated without terminating the Agreement.

10.2. Termination: NeturallySpeaking may elect in its sole discretion to terminate this Agreement and any outstanding SO(s) immediately for any reason enumerated under Section 2.3 above. NeturallySpeaking may terminate this Agreement or any SO(s), at its option upon providing Customer with written notice of such election. In such event, the effective date of the termination shall be thirty (30) days from the date of such notice. Customer may cancel the Service by emailing NeturallySpeaking at MACD@NeturallySpeaking.com , AND by giving written notice to NeturallySpeaking (as provided below in paragraph 11, "Notice"), with the words "Attention: Disconnection Department, Service Disconnection Request" prominently written on the outside of the envelope, no less than forty-five (45) days prior to the effective date of such cancellation. REGARDLESS OF WHETHER A THIRD PARTY PORTS THE CUSTOMER'S PHONE NUMBER TO A NEW SERVICE, SERVICES WILL CONTINUE TO BE DELIVERED AND BILLED THROUGH THE DISCONNECTION PERIOD FOLLOWING A PROPER NOTICE OF DISCONNECTION. NeturallySpeaking shall begin the disconnection process upon receipt of notification from the customer. The disconnection process shall not begin until all Toll Free numbers have been removed from the customer's services. Charges shall continue until NeturallySpeaking and any underlying carriers complete the disconnection process, or 45 days, whichever is later. NeturallySpeaking recommends customer ensures any replacement services are operational before requesting disconnection, as NeturallySpeaking is not

responsible for any interruption or failure of service once disconnection has been requested by customer. Once disconnection has been requested, service may disconnect at any time without prior notice to customer. If the effective date of cancellation is prior to the end of the Minimum Term, or any renewal term, Customer shall pay NeturallySpeaking an early termination charge as defined in paragraph 3.17, "Early Termination Liability."

10.3. Notice: All notices, demands, consents, requests, approvals, Customer name and address changes, billing inquiries and requests, authorizations, or other communication which either Party is required or desires to give or make upon or to the other Party shall be in writing and shall be effective when sent, if hand delivered, on the next business day if sent by a generally recognized overnight delivery service (subject to confirmation of receipt from the service); or on the date received if sent by United States certified or registered mail, return receipt requested, or on the day sent, in the event of an emailed Notice to Customer (NeturallySpeaking does not accept emailed Notices). Any faxed notice must be followed up with a written notice which is either hand-delivered; mailed either certified or registered mail; or delivered by a reputable overnight carrier, as per the above. Such Notices shall be sent to the address or fax number of the Parties as set forth below:

NeturallySpeaking

NeturallySpeaking, LLC

Attention: Legal Affairs

410 S Ware Blvd, Suite 411

Tampa, FL 33619

Fax: (813)-569-2366

Notices to Customer shall be sent to the mailing address on file in the NeturallySpeaking billing system.

Rate change notices may be delivered by NeturallySpeaking to Customer by email or facsimile and shall be deemed to be delivered when received by Customer.

11. Miscellaneous Provisions:

11.1. Entire Agreement: This Agreement, including the Terms, any underlying SOs, any supplemental product terms and conditions, the AUPs, and state or federal tariffs filed by NeturallySpeaking, shall constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior statements, agreements, discussions, proposals, representations or warranties, whether written or oral, on this subject matter, and there are no representations or promises which are

not expressly set forth herein. No statement, representation or warranty made by any agent or representative of NeturallySpeaking regarding the Services, facilities or equipment to be provided hereunder or the rates therefor shall be binding upon NeturallySpeaking unless expressly included herein.

11.2. Compliance With Law: In conjunction with the Agreement, each Party shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations and orders of any commission or other government body.

11.3. Obligations of Customer: Customer acknowledges that it is Customer's sole responsibility to supply immediate notice to NeturallySpeaking if Customer changes any of its contact information. If at any time Customer's name or billing information changes from that which is set forth below, Customer shall have five (5) days to inform NeturallySpeaking of such changes in accordance with the Notice provisions set forth in the Agreement.

11.4. Relationship of Parties: Neither the Agreement nor the provision of Service hereunder shall be deemed to create any joint venture, partnership or agency between NeturallySpeaking and Customer; the Parties are independent contractors and shall not be deemed to have any other relationship. Neither Party, nor any agent or representative of either Party, shall have, or hold itself out as having, the power or authority to bind or create liability for the other Party by its intentional or negligent act and no claimed act of authority shall have any binding effect.

11.5. Attorneys' Fees and Costs: In the event NeturallySpeaking seeks to enforce any of the terms or conditions of the Agreement, or protect any of its rights or privileges hereunder, either informally or through formal legal action, Customer shall be liable for all costs incurred by NeturallySpeaking as a result thereof, including but not limited to reasonable attorneys' fees and court costs (if applicable).

11.6. Amendment: Except as otherwise provided herein, the terms and conditions of this Agreement may not be modified or amended other than by a document that expressly states its intention to modify this Agreement, and such document is signed by hand in ink by both Parties.

11.7. Signature Authority: NeturallySpeaking shall not be bound by the terms of any SO, or any supplemental document or agreement of any kind, unless signed by hand in ink by an Officer of NeturallySpeaking.

11.8. Survivability: The terms and conditions contained in the Agreement that, by their sense and context, are intended to survive the performances of the Parties shall survive the completion of those

performances and the Agreement's termination. These include, without limitation, the making of payments due under the Agreement.

11.9. **Governing Law, Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to its principles of conflict of laws. Customer and NeturallySpeaking both hereby irrevocably agree that any suit brought by either Party arising out of or relating to this Agreement shall be brought in the Circuit Court of the Thirteenth Judicial Circuit, County of Hillsborough located in Tampa, Florida, and Customer and NeturallySpeaking both hereby submit to the personal jurisdiction of such court. The Parties both hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which either Party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. THE PARTIES HEREBY EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY A PARTY AGAINST ATHE OTHER PARTY RELATING TO THIS AGREEMENT. In the event an action is brought or an attorney is retained by either Party to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing Party will be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, reasonable costs of investigation and other related expenses incurred in connection therewith.

11.10. **No Waiver:** Neither NeturallySpeaking's nor the Customer's failure, at any time, to enforce any right or remedy of the Agreement will be interpreted as a waiver of such Party's right to enforce each and every provision of the Agreement in the future. No waiver of any provision of this Agreement, or any rights or obligations of either Party under this Agreement, shall be effective, except pursuant to a written instrument signed by the Parties waiving compliance, and any such waiver shall be effective only in that specific instance and for the specific purpose stated in such writing.

11.11. **Severability:** In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid, illegal or unenforceable by a court with jurisdiction over the Parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the Parties in accordance with the applicable law, and the remainder of this Agreement shall remain in full force and effect. The illegality or unenforceability of any provision of this Agreement does not affect the legality or enforceability of any other provision or portion of this Agreement.

11.12. **Assignment:** NeturallySpeaking may assign in whole or in part its rights or duties under the

Agreement without prior notice to Customer and upon such assignment NeturallySpeaking shall be released from all liability hereunder. Customer may assign the Agreement only with NeturallySpeaking's prior written consent. Subject to this restriction, the Agreement shall inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective Parties.

11.13. Purchase Order: A Customer purchase order or similar document is evidence only of Customer's intention to purchase Services. Except for a properly signed, written provision specifically evidencing NeturallySpeaking's intent to be bound by the terms and conditions of a purchase order between Customer and NeturallySpeaking, the terms and conditions of a Customer purchase order or similar document will be disregarded and have no force or effect; instead, the terms and conditions of the Agreement between Customer and NeturallySpeaking will govern.

11.14. No Third-Party Beneficiaries: Except to the extent explicitly provided, this Agreement and any SO(s) is being executed for the sole and exclusive benefit of NeturallySpeaking and Customer and is not for the benefit of any third parties. The execution of the Agreement and any SO(s) shall not create any obligations or confirm any rights on any person or entity other than the Parties hereto.

11.15. Interpretation: Neither this Agreement nor any SO may be construed or interpreted for or against NeturallySpeaking because NeturallySpeaking drafted any of its provisions.

11.16. Headings: Headings contained herein are provided for reference and convenience only. Headings do not affect or limit the interpretation, contents or terms of this Agreement.

11.17. Execution in Counterparts and by Facsimile: The Parties hereby acknowledge that any SO may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. The Parties intend that any counterpart copy signed and exchanged (including signed counterparts exchanged via facsimile or email) shall be fully binding as an original handwritten executed copy and all such copies together shall constitute one instrument.