



Master Service Agreement Terms and Conditions - This page has the entire Telogix Service Agreement document, complete with definitions and explanations, for all Telogix business telephone services. As used throughout this agreement, the following definitions shall apply:

DEFINITIONS

"And" as well as **"or"** shall be construed both conjunctively and disjunctively, as necessary, in order to bring within the scope of any specification in this Agreement all information or detail that might be construed to be outside the scope of this Agreement. **"Any"** shall be construed to include **"all,"** and **"all"** shall be construed to include the word **"any."** **"Cancel/Cancellation"** shall refer to an action by You to eliminate or end Services provided by TELOGIX to You. **"Each"** shall be construed to include **"every,"** and **"every"** shall be construed to include **"each."** **"Referring to"** or **"relating to"** shall mean discussing, describing, reflecting, containing, analyzing, studying, reporting, commenting, evidencing, constituting, setting forth, considering, recommending, concerning, or pertaining to, in whole or in part. **"Service," "Services," "Plan," "Plans"** and **"System"** shall be deemed interchangeable based on context and/or grammatical construct, and shall mean enhanced telecommunication, fax, telephone, advanced call routing, multiple extensions, integrated voice and fax mail, follow-me calling, other features and/or long distance services, including Service(s) packaged in/as plans, e.g. Everything Plan, White Glove or other plans, including by way of example "1 Users," "4 Users," "TELOGIX MOBILE APP," "TELOGIX-Unlimited," etc. or Services used À la carte, and may include Service related to a number or numbers assigned to You ("Number(s)"), access to and use of the <https://pbx.telogix.com> website, use of applications that run on Your computer, smartphone, tablet or other personal device, and the use of VoIP phone(s)/telephony device(s) ("Device(s)") that You may procure from TELOGIX or another supplier. **"Terminate/Termination"** shall refer to an action by TELOGIX to eliminate or end Services provided by TELOGIX to You. **"You"** and **"Your"** shall mean the legally-able and entitled person or legal entity to whom this Agreement is encumbering, including an individual and/or the company/corporate entity/Business Unit said individual represents, in conjunction with any and all of its parent companies, wholly or partially owned subsidiaries, unincorporated divisions, joint ventures, operations under assumed names, and affiliates, and all directors, officers, employees, agents, consultants, and other persons working on behalf of the foregoing, and extends to all past, current, would-be and future user(s)/consumer(s)/enjoyer(s) of Services. **"Month"** and **"billing period"** shall be considered to be interchangeable when referring to Your service term, length of service, or any other discussion related to the date(s) of Your contract start/stop and/or renewal(s) date. This may result in the phrase "month" being a relative description as it relates to Your contract start date. In no way shall a calendar month date be used to override the dates in a billing period/cycle when calculating – including but not limited to – fees owed, Third Party and direct Leases, proration and/or penalties. **"Telogix, LLC"** and/or **"TELOGIX"** are to be considered interchangeable and include Telogix.com, and respective subsidiaries, affiliates, agents, finance institutions employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Services or Devices under this or prior Agreements between You and TELOGIX.

PARTIES

This Terms and Conditions of Service and End User License Agreement are between TELOGIX, LLC and You.

AGREEMENT

1. Standard Terms, Conditions and End User License Agreement

This is an Agreement ("Agreement") for Services between You and TELOGIX. Any of the following actions constitutes, without limitation or qualification, Your approval to be bound by, and to comply with, the terms of this Agreement: (i) Your initialization of the Service, either on the telephone or web page, through the use of Your Number and phone password; (ii) Your registering for Service on our Web page and selecting "I Accept", "Sign", "Accept", "Accept Quote", as part of the registration process; (iii) Your signature on a TELOGIX Setup Forms, LNP Forms, Equipment Leasing Forms; (IV) Your use of the TELOGIX Service as previously defined. If You are an individual entering this Agreement on behalf of Your company, You represent and warrant that You have sufficient and appropriate authority to encumber said company and are competent to do so. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, CONDITIONS AND THE END USER LICENSE AGREEMENT, DO NOT USE THE TELOGIX SERVICE, INSTALL TELOGIX SOFTWARE ON YOUR DEVICES, OR LOG INTO YOUR SYSTEM TO ADMINISTER AND/OR MAKE CHANGES.

1.1 License Agreement

TELOGIX grants You a limited, revocable, non-exclusive, non-assignable, non-transferable, non-resellable license and right to use the Services within the terms set forth in this Agreement. All rights not expressly granted under this Agreement are specifically withheld and reserved by TELOGIX. Said

reservation of TELOGIX's rights include, but are not limited to, rights to any and all patents, source code, copyrights, trademarks, service marks, trade secrets, proprietary processes, and all other intellectual property rights that may be related to, or found in, Your Service. You agree to not take, or cause to take, any actions that could limit or interfere with the aforementioned reserved rights (examples include, but are not limited to modification of function, creation of works derived from TELOGIX source whether reverse engineered, inferred or decompiled) and further affirm that any actions taken, whether intentional, unintentional or inadvertent, constitute a violation of this Agreement and are subject to, with or without notice, service suspension, cancellation, termination or other action as deemed appropriate at the sole discretion of TELOGIX. Upon termination of the Service for any reason, Your right to use the Service immediately ceases. You shall have no right and TELOGIX will have no obligation thereafter to forward any unread or unsent messages to You or any third party.

You may not resell or transfer Your Service or Your Device(s) or provide a telephone service to anyone else by using Your Service or features of Your Service without prior written consent from TELOGIX .

1.2 Disclosures and other pertinent information

You represent and warrant that You are at least 18 years of age possess the legal right and ability to enter into this Agreement. You further affirm You will provide or have provided to TELOGIX in connection with Your registration for Service, true, accurate, current and complete name(s) (personal and/or business), address(es) (physical and/or billing and/or shipping), credit card/payment information and the E911 address(es) for all devices requiring E911 registration. You agree to provide TELOGIX any additional and/or supportive detail (by way of example, valid photo ID, Credit Card authorization form or supplemental form(s), etc.) which TELOGIX, in its sole discretion, determines may be required to activate, reactivate or continue Your service.

If You provide information that is, or that TELOGIX suspects to be, false, misleading, inaccurate, not current, incomplete, fraudulent, or otherwise suspicious, TELOGIX has the right, in its sole discretion, to suspend or terminate Your Service and refuse any and all current or future use of all Services by You. You agree and authorize TELOGIX to ask consumer reporting agencies or trade references to furnish TELOGIX with employment and credit information, and You consent to TELOGIX rechecking this information from time to time. You understand TELOGIX may, and authorize TELOGIX to, report personal and/or business payment and credit history or any other information in the possession of TELOGIX as deemed necessary to collect a debt, or as required by law.

In the process of establishing or maintaining Service, TELOGIX may, at its sole discretion, require that you make, or increase a deposit. Said deposit(s) will be held as a partial guarantee of payment and cannot be used by You to pay Your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. If You Default (as described in a section following) or this Agreement is terminated, TELOGIX may, without notice to You, apply any deposit towards payment of charges due. If TELOGIX refunds the deposit to You, depending on Your current payment method, said refund will either be refunded to the credit card on file or sent to You by United States first class mail to Your last known address.

At TELOGIX's sole discretion, You may start to utilize Services prior to conducting, or the completion of, a credit review. TELOGIX reserves the right to subsequently demand a security deposit from You based on the results of credit reviews or other performance metrics.

As part of the credit card verification process, TELOGIX may place a \$1.00 hold on Your credit card. This hold will typically release within four business days but is subject to the terms and conditions of Your financial institution.

You consent to TELOGIX monitoring and/or recording calls placed by You to TELOGIX concerning Your account or the Service and You consent to TELOGIX contacting You from time to time.

1.3 Other Conditions of Use

1.3.1 Emergency Services, 911 and E911

You represent and warrant that You understand VoIP-based services – including the connection or establishment of VoIP calls to 911 – are subject to the vagaries of the Internet, and as such are inherently unreliable. To that end, You represent and warrant that You have and will maintain at all times a traditional Plain Old Telephone Service (POTS) telephone line, wireless or cellular service that will enable You to call 911 and any other applicable emergency service number. Emergency 911 services are offered by TELOGIX on a best-effort basis as part of VBX's VoIP phone Service and are made available to physical VoIP phones when located in the United States and Canada and registered with TELOGIX's Service ("E911-Available Device").

You represent and warrant that You understand Emergency 911 services (including Enhanced 911 or "E911") provided by TELOGIX may differ in certain respects from the emergency calling services provided by a traditional wire-line telecommunications provider. These differences may have an adverse impact upon the ability or timeliness of the provisioning or dispatching of emergency services to You or others in the event of an

emergency. In addition, due to limitations on technology, the location reported by TELOGIX to the public safety dispatcher for Your telephone may not include Your specific location within a business premise.

You are responsible for the accurate reporting and updating of the physical location where the Service is to be used for each E911-Available Device, and for instructing each E911-Available Device user that s/he must provide TELOGIX with the specific location in which they are located within Your premises in the event of an emergency. You are required to maintain valid E911 addresses for each of Your physical locations where Your Service is deployed. Should an emergency arise, emergency services may be delayed or unable to respond to Your needs if Your Service does not have a valid E911 address on file. Not keeping TELOGIX apprised of the physical location of an E911-Available Device could result in a charge of \$150 to Your account.

You represent and warrant that You understand that in the event any E911-Available Device used to access Service via the Internet, is moved to another location with suitable Internet access, even though You will be able to use the Service without interruption it may take time to update emergency dispatch information, which could result in the failure to dispatch emergency personnel to the proper location.

Enhanced 911 service has several limitations. Such limitations, including those discussed above, may prevent You from making emergency calls and include but are not limited to any of the following:

- Loss of electrical power
- Loss of Internet connection for any reason
- Defective customer premises equipment (CPE)
- Network congestion
- Delays from updating Your registered Service Address
- The TELOGIX E911 Service is not available for Devices or addresses outside the United States or Canada.

You should inform all employees who may have access to the TELOGIX E911 service, about this section of the Agreement and make sure they understand the terms and conditions under which the E911 service is available. In addition, they should use the following guidelines with respect to the service:

- Do not hang up on an E911 emergency service call unless and until instructed to do so by the 911 operator.
- If the call is disconnected for any reason, immediately attempt to dial 911 again.
- Be prepared to give Your physical address and a call-back phone number.

The FCC has an informative guide on VoIP and 911 Service that should be read thoroughly. This FCC guide can be accessed via the following

URL: <http://www.fcc.gov/guides/voip-and-911-service>

1.3.2 Access to the Internet and Availability of Service

When using VoIP or other Internet-based TELOGIX Services You acknowledge You must have operational and properly configured access to the Internet and hereby agree to provide, at Your sole expense, Your own Internet service with a third party provider. You further agree to be responsible for payment of any and all Internet service fees including all equipment necessary to establish and maintain a connection to the Internet as may be required to use TELOGIX Services.

Service availability and level(s) may vary due to conditions beyond the control of TELOGIX, including the type and state of the Your equipment. Service is subject to interruption or limitation due to factors including but not limited to: network capacity limitations, installation, repair, modification to the network, restrictions by TELOGIX's long-distance providers, TELOGIX's efforts to combat fraudulent use, non-payment, or other legitimate business and operational reasons.

Notwithstanding the foregoing, You represent and warrant that You understand VoIP-based services are subject to the vagaries of the Internet, and as such are inherently unreliable. You affirm TELOGIX has no duty under this Agreement to provide insurance to Your benefit against any losses caused by interruption of Service, whether caused by disrupted access to the Internet, acts of God, scheduled maintenance windows or other reasons whether reasonably seen or unforeseen.

1.3.3 Acceptance of Financial Responsibility & Default

You are responsible for paying all charges to Your account for Services and lease charges, whether said charges result from use authorized or use unauthorized by You, including but not limited to, long distance and directory assistance charges and for all taxes and surcharges imposed on You or TELOGIX as a result of Your use of the Service. Long distance usage on each call is billed in one-minute increments and the cost is then rounded

up to the nearest cent. During the Term of this Agreement, TELOGIX reserves the right to change rates, terms, fees or taxes (as imposed by the applicable taxing authority) on, or discontinue its offering of, any feature of the Service. At the end of Your Term, or during any subsequent month-to-month period, TELOGIX reserves the right to change or discontinue any rate plan available to You. Telogix reserves the right to impose an annual 3% increase in service fees on any plan type, paid monthly, monthly with contract, or annually, with no further notice to you.

Service under this Agreement is subject to sales, use, gross receipts, and other taxes (other than a tax imposed upon the net income of TELOGIX), assessments, fees, surcharges, or other governmental charges relating to the services provided, whether or not denominated as a tax and whether imposed now or in the future upon You or TELOGIX. Taxes, surcharges, and assessments may be changed or added in accordance with the applicable taxing authority. Should TELOGIX be required to pay such taxes and/or fees on Your behalf as described herein, or taxes and/or fees which the liability post-dates this Agreement (e.g. future taxes and/or fees), You agree that You are liable for such taxes and/or fees and authorize the immediate charge of Your payment method on file for the full amount due.

Any applicable installation charges and annual maintenance fees are paid for by You or the leasing company in advance. Should You be on an annual plan You will be billed on a monthly basis for normal usage, or for any taxes and incidental charges. Should Your call traffic exceed a specified maximum amount in a given period, both of which are set at the absolute and sole discretion of TELOGIX, at any time during Your billing cycle, TELOGIX reserves the right to immediately and without notice, debit Your payment method for monthly traffic costs that have been thus far accrued on Your account. This policy typically applies to accounts less than 180 days old; however, the policy may be expanded should TELOGIX deem it warranted. If You would like to know the maximum threshold on Your Service, please email billing@Telogix.com.

You shall pay all bills in full by the due date on the bill. Payment will be deemed made when received by TELOGIX unless payment is by means of a check that is later dishonored or by a credit card that is subsequently charged-back. **There will be a \$5.00 check processing fee assessed monthly.** You must give TELOGIX written notice of any reasonable disputes that include clear and precise descriptions regarding the disputed charges appearing on Your bill within 30 days of the date of the disputed bill. Otherwise, all charges will be deemed correct and You waive any future recourse with respect to said bill and/or charges. All undisputed charges on the bill are due by or on the bill due date.

If You have authorized payment by credit card, no additional notice or consent will be required for billings to said credit card or account. You will advise TELOGIX of any changes to Your credit card account, such as account number or expiration date changes, etc. TELOGIX accepts credit and debit cards issued by most banks. Prepaid payment methods of any type are not accepted. Virtual/disposable credit cards are accepted from a limited list of financial institutions and subject to TELOGIX review. TELOGIX reserves the right to require prepaid or virtual/disposable payment methods be replaced with an actual credit card within two business days of notification. Failure to replace prepaid or virtual/disposable credit cards will result in account suspension. TELOGIX reserves the right to suspend Service for any accounts having invoices in excess of 30-days past due or upon receipt of a chargeback. In such cases, TELOGIX will send a notification email to the Billing Administrator(s) of the account. TELOGIX may, at its sole discretion, reinstate the Service of Your account after receiving payment of the chargeback amount, a \$25.00 chargeback fee, and any other amounts/fees due. TELOGIX reserves the right to require, at its sole discretion, a deposit in an amount up to the average of the past four billing cycles prior to reinstating any account.

If You fail to pay any bill in full by the due date set forth on said bill, You will be liable for a late payment fee of \$25.00 or for interest at the rate of 1.5% per month – whichever is higher, or a lower rate as required by state law. The interest rate may be compounded as permitted by state law. You authorize TELOGIX to refer Your account, if past due, to attorneys and/or collection agencies for further action. If any collection action is taken, You agree to reimburse TELOGIX for reasonable attorneys' fees, court costs, and any other costs and fees, including collection agency fees, undertaken to collect past due bills and/or any other fees. No provision of this Agreement shall require the payment or collection of interest in excess of the maximum permitted by applicable law. If any interest hereby provided for is adjudicated to be unlawful, the provisions of this section shall govern and neither You, nor sureties, guarantors, successors, or assigns by You shall be obligated to pay any amount of interest, or any other sum paid for the use, forbearance, or detention of money, in excess of the lawful amount. If TELOGIX receives, collects, or applies as interest any such sum, such amount as permitted by applicable law shall be applied as a payment and reduction of the amount due and owing to TELOGIX under this or any other agreement, and if said amount has been paid in full, any remaining excess money shall forthwith be returned to You. TELOGIX may assess an additional fee of twenty-five dollars (\$25) for each check returned for nonpayment.

You affirm and authorize any and all credit card charges related to Your accounts (identified by way of example from e-mail address, credit card or billing information) with a past due balance on an open, suspended or previous account be charged any outstanding balance upon opening a new account and/or updating credit card information on file. You further acknowledge TELOGIX has no obligation to provide You with any Services whatsoever until any and all outstanding balances related to any of Your past or current accounts have brought current.

You may, at TELOGIX's sole discretion, be deemed to be in default ("Default") of this Agreement if: (a) You fail to pay the full amount billed to You under this Agreement, or any other agreement between You and TELOGIX, within three (3) business days after the due date; (b) You have in the past established a pattern, at TELOGIX's sole discretion, of non-payment of amounts due TELOGIX or our affiliate(s); (c) You cancel Service prior to the end of the Term of this Agreement; (d) You breach any representation to us or fail to perform and/or adhere to any of the terms You have affirmed in this Agreement; (e) You are subject to any proceeding under the Bankruptcy Act or similar laws; (f) You engage in any activity that constitutes, at TELOGIX's sole and absolute discretion, illegal or unauthorized use of Service or equipment; (g) You use the Service or equipment in such a manner that it interferes with or adversely affects TELOGIX's ability to deliver Service to any other subscribers; (h) You have failed to respond to calls or email attempts to contact You about Your Account, or; (i) Your usage of Service is deemed by TELOGIX, at its sole discretion, to be excessive. If You are in Default, TELOGIX may, at TELOGIX's sole discretion, with or without notice, suspend or restrict Your Service and/or terminate this Agreement, in addition to all other remedies available to TELOGIX. TELOGIX may require reactivation charges and deposits as set forth above, to restore Service after termination or suspension. Upon termination or suspension, You are responsible for paying all amounts and charges owing and/or damages determined under this Agreement, including any applicable cancellation fee(s). You agree to pay all costs including attorneys' fees, collection costs and court costs TELOGIX may incur in enforcing this Agreement through any adjudication process.

1.3.4 Term of Service and Requests for Modification

The term for this forty eight (48) month Agreement begins on the date You activate Your Service. Service plans will automatically renew every forty-eight (48) months for another twelve (12) month term. Most equipment leasing will renew with new equipment and your old equipment Telogix will assist in the return of the old equipment.

You acknowledge and approve modification request(s) from the following person(s) ("Approved Persons"): person(s) able to provide the Account name, unique account number, and the contact telephone number used by You under this Agreement and who is listed as a Billing Administrator in the TELOGIX Billing portal for Your account.

You and/or Approved Persons may request cancellation of this Agreement at any time by making such in writing or by email to billing@Telogix.com. Accounts will be canceled by TELOGIX within a reasonable timeframe. You authorize TELOGIX to cancel Your account at, and by the request of, Approved Persons. The effect of cancellation shall be to relieve You of the obligation to pay new fees subsequent to the date in which cancellation becomes effective. You represent and warrant that You understand said account will no longer be able to utilize any of the Services enjoyed while the account was active. You further affirm that all current fees, including those accrued but not yet billed or invoiced, are still owed and will be paid upon receipt of final invoice.

Account cancellation shall not impair or discharge any of Your obligations or liabilities for use of Services subsequent to the initial request of cancellation yet prior to the effective date of said cancellation. You shall not be entitled to any refund of any portion of the accrued charges for the month in which cancellation notice was received, up until the date that the cancellation becomes effective.

All other charges, taxes, and fees will still be due. Cancellation of an account at any time subsequent to its initial 12-month period are subject to a penalty charge of 100% of the remaining term of the contracted period.

You and/or Approved Persons may request a change of Plan(s), which must be submitted in writing or by email to support@Telogix.com. You warrant You understand that requests for change may be approved or denied at the sole discretion of TELOGIX.

You acknowledge that approved changes to Your Service may result in charges and administration fees, including any applicable early cancellation fee(s), should such fees apply to Your current Plan. Approved Change requests will take effect at the beginning of Your next billing cycle. You may request to have Your Plan converted mid-billing cycle for a one-time fee of \$25 per conversion. Expedited conversions typically take 2-4 business days. Account fees for expedited conversions will not be prorated. You are limited to three (3) plan conversions during any twelve (12) month period. Additional conversions will be assessed \$50 each. If You convert to a Plan having a term which is shorter than Your previous Plan, You may remain obligated for the full term of the original Plan.

1.3.5 Marketing and other communications from TELOGIX

From time to time TELOGIX may send promotional or other marketing-related communications to Your email address(s) on file. These communications are intended to be informative (e.g. TELOGIX has added a new function or service to our platform that we feel will enhance Your experience) or supportive of Your general use of the service. You can at any time choose to reduce or completely opt-out of these communications by selecting options available at the bottom of each email. You acknowledge that opting out of promotional or other marketing-related communications will not prevent You from receiving other email or phone communications from our support, billing or other departments for their business process-specific purposes.

1. Product(s) and Pricing

TELOGIX offers a variety of Services for You to choose from. These Services vary from Monthly to Annual and Metered, Flat-Rate/Unlimited to À la carte Services, and will change from time to time. You acknowledge and affirm that TELOGIX has no obligation to maintain, freeze, add, retain, enhance or customize features or Services for You. TELOGIX reserves the right, in its sole discretion, with or without notice to discontinue, modify, repackage, reprice, replace or otherwise alter any products, plans, features, functionality, reports or any other element of the Service ("Changes"). You acknowledge and affirm that You agree to hold harmless and release TELOGIX of any liability directly or indirectly related to any and all Changes made to the Service.

2.1 Flat Rate/Unlimited Plans

TELOGIX reserves the right to review usage of flat-rate plans to ensure that You are not abusing such plans. You agree to use the flat-rate plans for normal day-to-day typical business voice or fax calls and will not employ methods or devices to take advantage of flat-rate plans by using the Service(s) excessively or for means not intended by TELOGIX. Flat-rate services may not be used for monitoring services, data transmissions, transmission of broadcasts or transmission of recorded material. TELOGIX may terminate, with or without notice, Your Service or change Your Service plan if, in its sole discretion, TELOGIX determines You are abusing the flat-rate plan.

All Flat-Rate Plans are subject to all of the Prohibited Use and Fair Use limitations set forth in this Fair Use Policy. In addition, all flat-rate plans are subject to the following terms and conditions:

- Flat-Rate Plans are for normal residential or business use.
- Flat-Rate Plans are intended to facilitate communication between two persons at one time per line.
- Flat-Rate Plans cannot, under any circumstances, be used for call-in lines, call centers, trunking (to a PBX or otherwise), continuous or extensive call forwarding, autodialing, fax blasting, telemarketing (including without limitation charitable or political solicitation and/or polling), junk faxing, fax spamming, or other high volume or multi-person calling or faxing purposes.
- Any other use forbidden by law.

Telogix offers unlimited monthly plans for some of its products and services. An unlimited plan is subject to the terms and restrictions of these ToS. If, for any reason, Telogix believes that Your usage of the unlimited plan and services violates these ToS, then Telogix may, in its sole discretion with or without notice, either terminate Your unlimited plan or immediately convert Your unlimited plan to a metered plan, as set forth in the ToS.

2.2 Fax Services

Internet-based fax services are built into many TELOGIX products. Both inbound faxes sent to Your Service on any TELOGIX number and outbound faxes from Your Service may use plan minutes and/or are subject to the fair use policies and the specifics of Your Plan.

2.3 Free/Discounted Equipment or Services on Annual Plans

On most plans we provide all equipment with no upfront fees, TELOGIX will make available leased Equipment and Installation. These discounts are provided with the understanding that You will stay with TELOGIX for a minimum period of forty-eight (48) months.

2.4 Free Trials

On some products, TELOGIX may offer trial accounts or trial periods. Free Trials are limited to one account and restricted to first-time customers/subscribers. International numbers and calls are not available for Free Trials, and other restrictions may apply. You must have Internet access and a valid Credit/Debit Card to participate in a free trial offer. Upon registering for a Free Trial, Your Credit/Debit Card will be authorized. No charges will be made against the Credit/Debit Card – aforementioned \$1.00 hold notwithstanding – unless You do not cancel the account within the Free Trial period, typically, 14 days. TELOGIX will convert the Free Trial account to a standard account and begin billing Your Credit/Debit Card automatically at the end of the free trial period. YOU MUST CANCEL YOUR FREE TRIAL ACCOUNT BEFORE THE END OF THE FREE TRIAL PERIOD TO AVOID CHARGES TO YOUR CREDIT/DEBIT CARD. TELOGIX will continue to bill the Credit/Debit Card on a recurring monthly basis until the account is canceled. You may cancel Your account at any time subject to the terms and conditions of cancellation as described above. Once Your account is converted to a standard account, TELOGIX will not issue credits or refunds for any remaining unused trial minutes. You are responsible to ensure You are signing up for a Free Trial account. TELOGIX will not credit or refund any amount charged if You signed up for a standard account instead of a Free Trial account. Free Trial accounts are not available on all products.

2.5 Discounts and Credits

TELOGIX may offer from time to time promotional discounts, which You may or may not be eligible for depending on the terms and conditions of said promotional discount. You acknowledge that You may not qualify and agree to hold TELOGIX harmless for any promotional discounts for

which You are not eligible.

From time to time You may receive credits and/or discounts towards or on future invoices as the normal course of doing business, as the result of disputed charges that TELOGIX deems, in its sole discretion, to be valid, or other reasons as the need presents itself and TELOGIX approves of such credits and/or discounts. You agree to hold the details of any credits and/or discounts received in the strictest of confidence. You acknowledge any violation of this clause may result in the revocation of said credits and/or discounts in question regardless of how far in the past said credits and/or discounts were approved. Revocation of credits and/or discounts will result in the aggregated value of all credits and/or discounts from the time of their inception becoming immediately due and payable, and You authorize the immediate charge of revoked credits and/or discounts to Your payment method on file.

2.6 Equipment Acquisition and Returns

During the normal course of business, as a matter of convenience, or for any other reason, You may elect to acquire, whether by payment for goods sold or as part of a free or heavily discounted plan or leased equipment for use with Your Services from TELOGIX. TELOGIX does not lock down or restrict equipment sold to the TELOGIX Service. To this end, You acknowledge and affirm that, warranty exchanges notwithstanding, all equipment sales are final and not entitled to a refund or exchange. Free and/or heavily discounted equipment is subject to the terms and conditions outlined in section 2.3 above, in addition to the terms and conditions set forth in this section 2.6.

2.6.1 Equipment Return Policy

Warranty claims notwithstanding, TELOGIX may, in its sole discretion, agree to accept the return of equipment ("RMA"). The financial terms of the RMA are subject to the terms and conditions of the section 2.5 above.

You agree to be responsible for all return shipping charges and assume any and all liability for any damage that may occur while shipping equipment to TELOGIX. TELOGIX recommends You elect to purchase insurance for the full replacement value of the equipment being returned. All equipment returned as part of a non-warranty RMA transaction must be fully functional, RETURNED IN ORIGINAL PACKAGING, include all documentation, guides, ancillary equipment/parts and accessories, cables, peripherals, power supplies/adapters, and be in generally resalable condition. You agree and authorize, in the sole and absolute discretion of TELOGIX, either (a) the insured return of any equipment not in the aforementioned condition to You at Your expense; (b) a charge of twenty five (25) dollars for each item(s) missing, damaged or otherwise deemed, at the sole and absolute discretion of TELOGIX, to not be generally resalable, up to the full MSRP of the equipment being returned.

You agree and affirm that You release any rights, possession or entitlement of any information contained on RMA equipment and said information becomes the property of TELOGIX upon its acceptance of the package from the carrier. TELOGIX recommends You properly manage and/or dispose of any residual information before releasing RMA equipment to a carrier for delivery to TELOGIX.

1. Use Policies

3.1 Lawful purposes only

You may use the TELOGIX Service and Your Device only for lawful, proper and appropriate purposes. You may not use the Service or Your Device in any way that is illegal, improper or inappropriate. A non-exhaustive list of examples of illegal, improper or inappropriate uses of the TELOGIX Service and/or Devices includes, but is not limited to: Interfering with TELOGIX's ability to provide Service(s) to You or other subscribers, or avoiding Your obligation to pay for the Service; Use of the Service to threaten, abuse, harass, defame, deceive, defraud or invade another's privacy or engage in any similar behavior; Use of the Service or Your Device for auto-dialing, continuous or extensive call forwarding, fax or voicemail broadcasting or blasting; Use of the Service or Your Device to impersonate another person; send bulk unsolicited messages; use robots, data mining techniques, or other automated Devices or programs to catalog, download, store, or otherwise reproduce or distribute information from the Service or use any automated means to manipulate said Service; use of the service that is in violation of any law, rule, or regulation; in violation of any third party's intellectual property or personal rights; or use that exceeds Your permitted access to the Service; and, use of the Service for transmitting or receiving any communication or material of any kind which would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law.

Should TELOGIX determine, in its sole and absolute discretion, that You are using the Service in violation of the Lawful Purposes described above or other restrictions in this Agreement, TELOGIX reserves the right to, with or without notice, suspend or terminate Your service, subject to the terms in the Acceptance of Financial Responsibility & Default section above.

3.2 Fair Use

TELOGIX must ensure its ability to deliver consistent, reliable and predictable services to its subscribers. To that end, TELOGIX has adopted these general fair use requirements regarding the use of service resources:

- You agree to use the TELOGIX system within the parameters of the Services You signed up for, in good faith, and within the typical day-to-day usage pattern of a typical business or personal user.
- You agree to abide by the terms and conditions, set forth above, regarding utilization of flat-rate/unlimited Plans.
- You agree that for Plans utilizing Automated Call Distribution queues (ACD queues), the number of concurrent calls to ACD queue must be equal to or less than the total number of users/seats on Your System.
- You agree that each VoIP users set of credentials will be used by only one user/device on Your System, subject to all of the other terms and conditions of use herein. To this end, You agree and affirm, should You desire multiple – concurrent or non concurrent – users on Your System to use the Service, to acquire at least one VoIP users credentials for each user.
- You agree that You will not employ practices or Devices or applications in an attempt to obfuscate Your behavior in violation of these requirements and that You will not otherwise avoid the requirements set forth herein.

3.3 International Calls

TELOGIX plans and pricing assumes that calls will be routed inside the continental United States, and to that end, calls to international locales are disabled by default. Activation of international routing may require a minimum deposit of \$250 and some additional processing. You acknowledge and approve, with respect to international routing, to the participation in the TELOGIX Credit Review process acknowledging and accepting that a scanned image of current and valid government-issued ID may be requested. AT NO TIME SHOULD IMAGES OF CREDIT CARDS BE SUBMITTED TO TELOGIX. Any submissions of credit card images will be immediately destroyed and not used for identification purposes.

The current international calling rates can be found on our website; AND ARE SUBJECT TO CHANGE FROM TIME TO TIME WITHOUT NOTICE.

3.4 Performance Monitoring

TELOGIX may monitor the use of our systems & service for violations of this Agreement. TELOGIX may remove or block all communications should TELOGIX suspect a violation of this Agreement, or if TELOGIX thinks it necessary in order to protect our systems and service, its parent, affiliates, financial institutions directors, officers, agents, and/or employees from harm.

3.5 Retention of Subscriber Data

As a convenience to TELOGIX subscribers, TELOGIX provides limited retention of subscriber data, including but not limited to, call detail records (CDR), e-mail, voice mail, fax mail, call recordings and/or other subscriber-related data transmitted or stored ("Subscriber Data"). To this end, You acknowledge and affirm TELOGIX has no obligation to store, archive or retain any of the aforementioned subscriber data on Your behalf or on the behalf of any third party, and You further agree to hold harmless and release TELOGIX of any liability for the unavailability of any of Your Subscriber Data. You acknowledge and affirm that TELOGIX has no obligation to store, transmit or receive any communication that, in its sole and absolute discretion, with or without notification, exceeds any limits in place for the size of said communication.

3.6 Use of Service and Device(s) Outside the United States

The TELOGIX Service enables You to call foreign countries from the United States as well as use the Service as You travel abroad; however, the Service is intended to work within the United States and Canada where generally unencumbered high-speed Internet connections can be utilized. If the high-speed Internet connection You are using is not within a TELOGIX service area or Your ISP or broadband provider places restrictions on using VoIP services, TELOGIX does not claim that Your ISP will allow You to use the Service. You will be solely responsible for any violations of local laws and regulations or violations of Your ISP and broadband provider terms of service because of Your use of the Service. All use of TELOGIX Service to or from areas outside the United States is at Your own risk and subject to the vagaries of the Internet.

3.7 Altering or Tampering with Applications or Devices

If You copy or alter, or have someone else copy or alter, the firmware or software of the Device(s) or Application(s) in any way that facilitates a compromise of Your Service or a violation of the terms of service of an Application, You are responsible for any charges or damages that result. You may not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

3.8 Theft of Service

TELOGIX recommends You maintain a complex, easy for you to remember while difficult for others to guess, password for Your Phone (PIN) and web password. You will notify us immediately if Your Device(s) is/are stolen or if You believe that Your Service is being stolen, fraudulently used, or otherwise being used in an unauthorized manner. When You notify us of one of these events, You must provide Your account number and a detailed description of the circumstances of the alleged theft, alleged fraudulent use, or alleged unauthorized use of Service. TELOGIX reserves the right to

interrupt or restrict Service to You, without notice, if TELOGIX suspects fraudulent or abusive activity on Your System. You agree to cooperate with TELOGIX in any fraud investigation and to use any fraud prevention measures TELOGIX prescribes. If You fail to notify us of suspect behavior in a timely manner, TELOGIX may disconnect Your Service and levy additional charges on You. Until You notify us, You will be liable for all use of the Service by a Device(s) stolen from You and any other stolen, fraudulent or unauthorized use of the Service.

3.9 Content and Regulations Governing Communications & Transmissions

You are fully responsible for the content of Your transmissions through the Service. TELOGIX reserves the right to take any action with respect to the Service that is deemed necessary or appropriate, in its sole discretion, if TELOGIX believes You, Your usage, or Your information may: create liability for TELOGIX, compromise or disrupt TELOGIX products or Services for You, other subscribers, or TELOGIX suppliers, agents, or other associates. Your use of the Service is subject to all applicable local, state, national and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination, securities or false advertising). You agree:

1. To comply with all laws regarding the transmission of technical data exported from any country through the Service;
2. not to use the Service for any illegal purpose;
3. not to interfere with or disrupt networks connected to the Service;
4. to comply with all regulations, policies and procedures of networks connected to the Service;
5. not to use the Service to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and,
6. not to transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation.

The Service makes use of the Internet for You to send and receive information of Your own choosing. As a result, Your conduct is subject to Internet regulations, policies and procedures. You agree not to use or reference the Service for chain letters, junk fax or junk mail, spamming or any activity making use of distribution lists to any person who has not given specific permission to be included in such a process or on such list. You further agree not to attempt to gain unauthorized access to other computer systems. You shall not interfere with another subscribers use and enjoyment of the Service or another entity's use and enjoyment of similar services.

3.10 Number Ownership and Porting

You understand and agree that You are not the owner of any TELOGIX-assigned telephone number (Number). All rights to, and ownership of, any such Number are retained by, and fully vested in, TELOGIX. TELOGIX will assign or re-assign such Numbers to You for Your use during the term of this Agreement. You agree and affirm that (a) TELOGIX may from time to time and for various reasons need to change the Number assigned to You (by way of example, area code splits or for any other reason within or outside of TELOGIX's control) and (b) following the termination of Your account for any reason You will no longer have access to said Number(s). You acknowledge and affirm an understanding that said Number(s) may be immediately re-assigned to another subscriber. You further agree that TELOGIX will not be liable for damages (including consequential or special damages) arising out of any such Number re-assignment and You hereby waive any claims with respect to any such re-assignment, whether based on contract, tort or other grounds, even if TELOGIX has been advised of the possibility of damages.

From time to time You may port numbers into Your System, or port Numbers out of Your System.

YOU ACKNOWLEDGE AND AFFIRM THAT SHOULD YOU CANCEL YOUR TELOGIX SERVICE PRIOR TO NUMBER(S) SUCCESSFULLY BEING ACCEPTED BY THE WINNING CARRIER, YOU WILL BE UNABLE TO PORT NUMBER(S) AWAY FROM YOUR SYSTEM AND LOSE ANY RIGHTS TO SAID NUMBERS.

You acknowledge and affirm that Numbers on accounts suspended or terminated for any reason are not eligible for porting out, regardless whether You ported said numbers into Your System.

You acknowledge and affirm that Numbers on accounts having a past due or outstanding balance are not eligible for porting out, regardless whether You ported said numbers into Your System.

In the event that the Service associated with Your TELOGIX Number is in the process of being canceled, then TELOGIX will, upon Your written request and following standard porting procedures, allow You to move Your TELOGIX Number(s) from TELOGIX to an alternate carrier provided that (a) the cancellation of Service is on favorable terms; that (b) all fees and charges for the Service, whether or not then due, have been paid in full.

The timing of the port completion is determined by the winning carrier. TELOGIX is not notified by the winning carrier when the port is complete. Therefore it is Your responsibility to communicate with TELOGIX when the number has been ported away and is fully functional on the winning carrier's service. TELOGIX will then remove the number from the Your system.

PORTING AWAY THE LAST NUMBER ON YOUR SERVICE WILL NOT AUTOMATICALLY CANCEL YOUR ACCOUNT. It is Your responsibility to communicate with TELOGIX when the last Number has been ported away and is fully functional on the winning carrier's service. At that point, Approved Persons may request cancellation of this Agreement by making such request online, in writing or by email to billing@Telogix.com.

3.11 Recording of Calls

Your System includes functionality to facilitate Your recording calls. While the System provides a mechanism for automatically notifying parties when inbound calls are being recorded, no such recording ability is available for outbound calls. Regardless of whether calls being recorded are inbound or outbound, You agree and affirm that You and Your users are responsible for obeying all state, local, and federal laws associated with the announcement and/or use of call recording. TELOGIX accepts no responsibility for the use, or Your misuse of, call recording or the announcement of its use.

1. Notices

Notices to You shall be deemed effective when sent by email to the Billing Administrator and/or the System Administrator of record, or, at our option, three (3) days following the date deposited in the US Mail addressed to Your address as kept in our files. You are responsible for notifying us of any changes in Your address and contact information such as email address and phone number. Written notice to us shall be effective when directed to our Billing Department and received at our email address, billing@Telogix.com. Your notice must specify Your name, TELOGIX phone number, and Your account number and must be sent from the Billing Administrator's email for the account in question. Oral notices shall be deemed effective on the date reflected in our records.

1. Modification, Transfer and Assignment

TELOGIX may change or modify this Agreement from time to time; however, any such change will (a) be made in good faith, and (b) if significant (as determined in the sole discretion of TELOGIX), will only be made after first providing You with notice of the change. You can review the most current version of this Agreement at any time at Telogix.com/agreement. If You do not agree to a significant change, You may request cancellation of this Agreement by giving TELOGIX written notice within 15 days of receipt of the notice of such significant change. No hand-marked changes on this Agreement or any amendment will be valid unless accepted by TELOGIX in writing. Delivery by facsimile transmission (fax) or email to the appropriate party of a copy of a modification of this Agreement shall be effective as delivery of an original.

TELOGIX may assign all or part of its rights or duties under this Agreement in connection with a sale of all, or substantially all, the assets of TELOGIX to a third party without notice to you; provided, any such third party shall be obliged to honor the terms of this Agreement.

You may not assign this Agreement without prior written consent from TELOGIX.

1. Warranties

6.1 Services

THE SERVICES ARE PROVIDED "AS IS", WITH THE EXCEPTION OF "EQUIPMENT" DESCRIBED BELOW. TELOGIX MAKES NO WARRANTIES REGARDING THE SERVICE WHATSOEVER AND EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TELOGIX DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON BEHALF OF TELOGIX AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT. YOUR USE OF TELOGIX PRODUCTS AND SERVICES IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES OR OTHER MATERIAL (INCLUDING TELOGIX SOFTWARE) OBTAINED EITHER DIRECTLY OR INDIRECTLY FROM TELOGIX. YOU AGREE THAT NEITHER TELOGIX NOR ANY OF ITS LICENSORS OR SERVICE PROVIDERS WILL BE LIABLE FOR DAMAGES (INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING OUT OF YOUR USE OF OR INABILITY TO USE TELOGIX PRODUCTS OR SERVICES, AND YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF TELOGIX OR ANY SUCH LICENSOR OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE ENTIRE LIABILITY OF TELOGIX AND ITS LICENSORS AND SERVICE PROVIDERS AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THESE PRODUCTS AND SERVICES OR ANY BREACH OF THIS AGREEMENT ARE LIMITED TO THE LESSER OF: (I) THE AMOUNT ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE SOFTWARE OR SERVICES IN THE THREE (3) MONTHS PRECEDING THE DATE OF YOUR CLAIM OR (II) U.S.\$500.00. YOU HEREBY RELEASE TELOGIX AND EACH OF ITS LICENSORS AND SERVICE PROVIDERS FROM ANY AND ALL OBLIGATIONS,

LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION. SOME JURISDICTIONS DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED OR MODIFIED OR LIABILITY TO BE LIMITED, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.

If You rely on the representations or warranties of any third persons with respect to the Services (including without limitation by dealers or resellers of the Services) beyond those made by TELOGIX, Your sole remedy for such reliance is against the third person making such representation or warranty.

6.2 Equipment

As part of Your Services, TELOGIX may provide Equipment to You. TELOGIX's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to You upon delivery to carrier. You will be provided a twelve (12) month manufacturer's warranty from the date of purchase of Equipment or Service. If your plan with Telogix includes equipment with no upfront cost, a third party leasing company is financing all the equipment. You shall be required to obtain authorization from TELOGIX to return any Equipment, including obtaining a valid Return Material Authorization (RMA) number and pay any return shipping charges. TELOGIX will provide replacement Equipment only if the Equipment is deemed to be defective and covered under manufacturer's warranty. TELOGIX will not cover replacement for lost, stolen or modified equipment. Equipment returned by You that is not covered under warranty may be refused by TELOGIX, and You will be responsible to pay return shipping charges.

1. Force Majeure

TELOGIX shall be held harmless from any delay or failure of performance arising from occurrences beyond its control, including, without limitation: Acts of God; insurrection; riots; war; rebellion; terrorism; revolution; military or usurped power or civil war; commotion; disorder; strike or lockout by persons other than TELOGIX's personnel; actions or inactions of providers, subcontractors and any other third-party providers and any unforeseen circumstances and acts beyond the control of TELOGIX which render the performance of TELOGIX's obligations impossible.

1. Mutual Respect and Privacy of Communications

You agree that the business relationship between You and TELOGIX provides value to both parties and as such enjoys a mutual and reciprocal respect. To this end, You agree that You will privately approach TELOGIX with any grievances or frustrations related to the Service You may be experiencing. By extension, You agree to not directly, indirectly, through a third party or any other vector, publicly make or cause any public communication that would malign, slander, smear, undermine or disparage TELOGIX, its Service(s) or its affiliates. Such communication includes, but is not limited to any communications via the Internet, including blogging, posts on public forums (e.g. Facebook, Yelp, etc.), other social media venues, via print media, or any other method of disseminating communication. You further agree not to solicit or encourage, directly or indirectly, any such statements, comments, or communications by any third-party.

TELOGIX agrees to and will abide by the reciprocal of this clause, and will make every reasonable effort not initiate or cause any of the above-referenced communication to occur with respect to You.

Per the terms of the Termination section following, TELOGIX may terminate or suspend Your Service and/or access to Your Service should You violate the terms of this clause.

1. Termination & Cancellation

In general You understand and agree that TELOGIX may at any time, with or without notice, terminate, block, suspend or otherwise interfere with Your service if TELOGIX determines: (a) You have verbally insulted, abused, or harassed any of its employees, contractors, agents, or other representatives; (b) You cause or bring any legal action or proceeding, including without limitation in any court, regulatory, or administrative body, arbitral body, or mediator, against TELOGIX, or participate in any class action lawsuit in which TELOGIX is a party; (c) it should be, in TELOGIX's sole and absolute discretion, in the best interest of TELOGIX to do so.

You may cancel Your account at any time, with or without cause subject to the terms and conditions outlined herein as well as those specified in Your plan.

1. Limitation of Liability

TELOGIX shall not be liable to You for interruptions of service, loss of data, interception of any Your telephone calls or faxes, omissions or errors of third parties, equipment failures, natural disasters, strikes, government actions, or other causes. TELOGIX shall not be liable if changes in operations, procedures, or services require modification or alteration of Your equipment or render Your equipment obsolete. There shall be no reductions, set-offs, or credits against the charges for service for downtime or interruption of service. In no event shall TELOGIX be liable to You for incidental, consequential, or punitive damages, including but not limited to lost profits, loss of use, or loss of business opportunity even if TELOGIX has been advised of the possibility of such damages. TELOGIX shall not be liable for injury to You, other persons, or property damage through the use of any equipment or service provided under this Agreement. In no event shall TELOGIX be liable for losses, damages, or claims arising out of

Your use or attempted use of 911 or E911 service(s), nor shall TELOGIX be liable for Your inability to access the 911 or E911 service. This limitation of liability applies to all causes of action and survives termination of this Agreement.

1. Indemnity

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS TELOGIX AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND ANY UNDERLYING CARRIER, FROM AND AGAINST ANY AND ALL CLAIMS, EXPENSES OR DAMAGES (INCLUDING ATTORNEYS' FEES), WHETHER KNOWN OR UNKNOWN, ARISING FROM (a) YOUR USE OF THE SERVICE, (b) ANY OTHER PERSON'S USE OF ANY ACCOUNT OR PIN YOU MAINTAIN, REGARDLESS OF WHETHER SUCH USE IS AUTHORIZED BY YOU, OR (c) YOUR PROMISES OR STATEMENTS MADE IN THIS AGREEMENT. YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT THE EFFECTIVENESS OF THE FOREGOING RELEASES. NOTWITHSTANDING THE FOREGOING, YOU SHALL NOT BE LIABLE FOR CLAIMS, EXPENSES, OR DAMAGES ARISING FROM THE INTENTIONAL OR GROSSLY NEGLIGENT ACTS OF TELOGIX OR ITS EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

You agree to reimburse TELOGIX for any and all costs and reasonable attorneys' fees incurred by TELOGIX in defending any claims relating to Your misuse of service or equipment. You also agree to indemnify, hold harmless, and defend TELOGIX against any claims relating to the service brought by Your callers arising from interruption of service, loss of data, interception of any of Your telephone calls or faxes, omission or errors of third parties, equipment failures, natural disasters, strikes, government actions, or other causes beyond TELOGIX's reasonable control.

1. Dispute Resolution By Binding Arbitration

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 45 days from initial communication of dispute, claim, question, or disagreement, then, upon written notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions of its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes, as modified by this Agreement, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Both parties agree that, by entering into this Agreement, You and TELOGIX are each waiving the right to a trial by jury or to participate in a class action. This Agreement to arbitrate is intended to apply to any and all causes of action and includes, but is not limited to:

- any claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other cause of action;
- any claims that arose before this or any prior Agreement;
- any claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- any claims that may arise after the termination of this Agreement.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

An arbitrator selected by TELOGIX and an arbitrator selected by You shall, within 10 days of their appointment, select a third neutral arbitrator. In the event that they are unable to do so, the parties or their attorneys may request the American Arbitration Association to appoint the third neutral arbitrator. Prior to the commencement of hearings, each of the arbitrators appointed shall provide an oath or undertaking of impartiality. The award of the arbitrators shall be accompanied by a written statement of the reasons upon which the award is based. The arbitrator is bound by the terms of this Agreement. Any arbitration under this Agreement will take place on an individual basis; consolidation, class arbitrations and class actions are not permitted. All issues are for the arbitrator to decide, except those issues relating to the scope and enforceability of this arbitration provision, which is for a court to decide.

Unless You and TELOGIX agree in writing to the contrary, any arbitration hearings will take place in Dallas County, Texas. If Your claim is for \$10,000 or less, You may choose, at Your initial sole cost, whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

In the event of any legal action, arbitration or other, between You and TELOGIX, the non-prevailing party shall reimburse the prevailing party for all reasonable and documented attorneys' fees, costs, and expenses relating to the Dispute.

1. Regulation, Governing Law and Severability

The provision of Service under this Agreement may be regulated by federal, state, or local authority where the Service is provided. TELOGIX reserves the right to make changes to this Agreement and to the provision of Service under this Agreement that are necessary to comply with statutes, rules or regulations governing the provision of the Service.

THE LAWS OF THE STATE OF CALIFORNIA, U.S.A., EXCLUDING ITS CONFLICTS-OF-LAW RULES, GOVERN THIS AGREEMENT TO THE EXTENT THAT SUCH LAW IS PREEMPTED BY OR INCONSISTENT WITH APPLICABLE FEDERAL LAW, AND YOUR USE OF THE TELOGIX SERVICES. YOU EXPRESSLY AGREE THAT THE EXCLUSIVE JURISDICTION FOR ANY CLAIM OR DISPUTE ARISING FROM THE PAST, CURRENT, OR OTHER USE OF THE TELOGIX SERVICES RESIDES IN THE STATE OF TEXAS, COUNTY OF , U.S.A. AND YOU CONSENT TO PERSONAL JURISDICTION IN SUCH LOCALES WITH RESPECT TO ALL SUCH CLAIMS OR DISPUTES, WHETHER YOU ARE A CURRENT, PAST, OR RETURNING SUBSCRIBER. THIS JURISDICTIONAL CLAUSE SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

In the event that any action is filed to interpret or enforce this Agreement, the most prevailing party shall be entitled to recover its costs, including expert witness fees and reasonable attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect. This Agreement constitutes the entire Agreement between TELOGIX and You with respect to Your use of TELOGIX services and Your TELOGIX account, and it supersedes all prior or contemporaneous communications and proposal(s), whether oral or written, between TELOGIX and You with respect thereto. The failure of TELOGIX to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.