

Terms of Service

These Terms of Service constitute the agreement ("Agreement") between Vistitude Computer Solutions, Inc. ("we," "us", "vPhone", "Vistitude", or "VCS") and the user ("you," "user" or "Customer") of Vistitude services ("Service"). This Agreement governs both the Service and any devices, such as an IP phone, IP Softphone, Analog Telephone Adapter or any other IP connection device, used by You ("Device" or "Equipment") to access and utilize Vistitude VoIP services, and also applies to all lines on each Vistitude account.

EMERGENCY SERVICES – 911 DIALING

911 Dialing

vPhone 911 Dialing is different than traditional 911 service offered by traditional telecommunications carriers. Most of our customers have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address are simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Customers in locations where the emergency center is not equipped to receive your telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. As additional local emergency centers become capable of receiving our customers' information, vPhone will automatically upgrade customers with basic 911 to E911 service. vPhone will not give you notice of the upgrade. You authorize disclosure of your name and address to third-parties involved with providing 911 Dialing to you, including, without limitation, call routers, call centers and local emergency centers.

Notify All Users

You should inform any employees, guests and other third persons who may be present at the physical location where you utilize the Service of the important differences in and limitations of vPhone 911 Dialing as compared with basic 911 or E911.

Registration of Physical Location Required

For each phone number that you use for the Service, you must register the physical location where you will be using the Service with that phone number. When you move the Device to

another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address. You will register your initial location of use when you subscribe to the Service. Thereafter, you may register a new location by sending an email to support@vphone.cloud. For purposes of the 911 Dialing feature, you may only register one location at a time for each phone line you use with the Service. Regardless of what address you register, emergency calls you make from these devices will be routed to the national emergency response center.

Confirmation of Activation Required

Your 911 Dialing feature will not be activated for any phone line that you are using with the Service, unless and until you receive an email from us confirming that the 911 Dialing feature has been activated for that phone line.

Service Outages

(a) **Service Outages Due to Power Failure or Disruption.** 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

(b) **Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service or ISP Service.** Service outages or suspensions or disconnections of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

(c) **Service Outage Due to Disconnection of Your vPhone Account.** Service outages due to disconnection, suspension or termination of your account will prevent all Service, including 911 Dialing, from functioning.

(d) **Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts.** Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that vPhone is not responsible or liable in any way for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing, which may result. In the event you lose Service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you disconnect the Service in accordance with this Agreement.

(e) **Other Service Outages.** If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

Re-Activation Required if You Change Your Number or Add or Port New Numbers.

911 Dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.

Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls

There may be a greater possibility of network congestion, delays and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks, including where emergency calls are first routed through a national emergency center.

Disclaimer of Liability and Indemnification

We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any national or local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither vPhone nor its officers, employees or agents may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless vPhone, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

Alternate 911 Arrangements

If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Service.

SERVICE

Term

Service is offered on a Contract Term basis for a term that begins on the date that vPhone activates your service, as specified in the applicable Quotation. The term of this Agreement shall automatically renew for an unlimited number of successive periods equal to the lesser of one year or the original term of the contract thereafter, without adjusting the terms of this contract, unless you deliver written notice of non-renewal at least ten (10) days before the end of the then-current term.

Allowable Increase in Contracted Services

As needed, Customer may increase the quantity of purchased services (e.g. for new users at an existing site, new sites/locations, etc.) without requiring any adjustment to this contract by providing a minimum of 10 days written notice to Customer's vPhone Account Manager.

Use of Service and Device

If you subscribe to vPhone services, the Service and Device are provisioned to you for commercial use by your organization only. You shall not resell, lease, loan, rent, operate on a "service bureau" or similar basis or otherwise transfer the Service to another party without our prior written consent.

Prohibited Uses

(a) Unlawful Use. You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such disconnection, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, vPhone may provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, etc., and you hereby consent to any such information disclosures.

(b) Inappropriate Conduct. You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's

privacy, or any similar behavior. We reserve the right to immediately disconnect your Service without notice, if, in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. In the event of such disconnection, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service. If we believe that you have used the Service or the Device in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, we will provide information in response to law enforcement requests, subpoenas, court orders, etc., and you hereby consent to any such information disclosures. Furthermore, vPhone reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

Use of Service and Device by Customers Outside the United States

Although we encourage you to use of the Service to place calls to foreign countries from within the United States and to use the vPhone Service as you travel, we do not presently offer or support the Service in any countries other than the United States. vPhone Service is designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is outside the United States and/or your ISP places restrictions on the usage of VoIP services, Services may not be available or may be degraded or otherwise inoperable. vPhone does not represent or warrant that use of the vPhone Service by you is permitted by any other jurisdictions or by any or all the ISPs. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. We reserve the right to disconnect your Service immediately if we determine, in our sole and absolute discretion, that you have used the Service or the Device in violation of laws of jurisdictions outside the U.S.

Copyright; Trademark; Unauthorized Usage of Device; Firmware or Software

(a) Copyright; Trademark. The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

(b) Unauthorized Usage of Device; Firmware or Software. To the extent of any firmware or software embedded or installed on the Device, or otherwise provided to you in connection with the Service, you are granted a nontransferable, non-exclusive, revocable license to use such firmware or software in object code form only (without making any modification thereto)

exclusively for use in connection with the Service provided by vPhone, only during the term of this Agreement, and otherwise strictly in accordance with the terms and conditions of this Agreement. No further rights or licenses are granted to you or any third party, by implication, estoppel or otherwise, and vPhone reserves any and all rights of ownership and use. You expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold vPhone harmless against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

Tampering with the Device or Service

You shall not change the electronic serial number or equipment identifier of the Device or perform a reset of the Device without our prior written consent. We reserve the right to disconnect your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such disconnection, you will remain responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

Theft of Service

You shall not use the Service in a manner calculated to avoid vPhone policies and procedures. You shall not obtain or use the Services in an improper manner. You shall notify us immediately, in writing or by calling our customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the disconnection of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service. vPhone reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

Number Transfer on Service Disconnection

Upon the disconnection of your Service, we shall release to your new service provider all telephone numbers on your account if: such new service provider is able to accept such number;

your account has been properly disconnected; and your account is completely current, including payment for all charges and applicable disconnection fees.

Service Distinctions

The Service is not a telecommunications service and we provide it on a best efforts basis by reselling the communications services and facilities of third parties. Events and circumstances beyond our control may affect the quality or availability of the Service, such as power outages, fluctuations in demand for Services or fluctuations in demand for Internet or communications services or facilities, equipment malfunctions and software errors and problems in your underlying broadband service. Other things may affect Service, such as maintenance and repair, scheduled downtime, etc. vPhone will act in good faith to minimize disruptions to your use of and access to Service. Important distinctions exist between telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies or under applicable laws, rules or regulations.

Ownership and Risk of Loss

Unless you agree to rent or lease the Device in a separate written instrument with vPhone, upon the later of payment in full of the set-up fees or equipment fees specified on the Signed Quote or delivery of the Device to you, vPhone shall, and hereby does, sell, convey and transfer the Device to you AS IS and without warranty or representation of any kind or nature from vPhone. However, vPhone shall, and hereby does, to the extent assignable, assign or transfer to you all applicable manufacturer warranties on the Device. From and after the date of shipment of the Device to you, you shall bear all risk of loss of, theft of, casualty to or damage to the Device.

No 0+ or Operator Assisted Calling; May Not Support x11 Calling

The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 which is provided for elsewhere in this Agreement) services in one or more (or all) service areas.

Use, Storage, and Other Limitations

vPhone reserves the right to create and modify general policies and limits regarding the use of the Services (e.g. to limit the maximum concurrent utilization of PSTN connectivity and minutes, the maximum storage duration for content generated by the Service, the maximum number of emails or faxes transmitted, etc). vPhone offers Service plans that are often described as allowing unlimited minutes of use. vPhone reserves the right to review usage of all such unlimited plans to ensure "Fair Use". We reserve the right to, as we deem necessary, immediately terminate

Customer's accounts without advance notice, or to take other action as necessary to ensure "Fair Use". "Fair Use" means that the combined number of outbound and inbound minutes (including fax receipt) does not substantially exceed the average use for other vPhone unlimited plan Customers as measured on a per-user basis. In addition, such use shall not include certain activities including, but not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing (including without limitation charitable or political solicitation or polling), call center operations, junk faxing, fax spamming, calling/faxing any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such a process or any other activity that would be inconsistent with reasonable business usage.

Usage Of Realms

vPhone supports the usage of "Realms" to define a security perimeter of a PBX system. Users inside a realm can direct dial extensions, see on hook status, have voicemail access with PIN, intercom, park and retrieve calls, ect with each other. In some scenarios, separate entities may wish to share a common realm with separate billing. To allow for this, vPhone will allow separate entities to join your existing Realm if the contact name and email for all joining accounts is the same or all parties sign a release for vPhone to do so. Please be aware that once joined to a realm, only the primary account will be authorized to make changes to the configuration of the system.

CHARGES; PAYMENTS; TAXES; DISCONNECTION

Billing

When the Service is activated, you must provide us with a valid billing email address and must maintain Service to a minimum of one Device. vPhone will send you an invoice via email. You agree to pay the balance on each invoice within thirty (30) days of the invoice date, without deduction or offset of any kind or nature. Delinquent amounts shall bear interest at the rate of twelve percent (12%) per annum from and after the original due date. Your bill will be computed based on your account service fee and per-minute usage, as applicable, as described in the Signed Quote. 911 Fees - State and/or local governments may assess fees on vPhone to pay for emergency services in your community. vPhone bills and collects 911 fees from its customers and remits such fees to the appropriate authority. vPhone is committed to supporting public safety services and resources in your State. At the time of this writing, vPhone is not required to charge any 911 fees in addition to those which are already covered in the monthly service amount. However, vPhone reserves the right to charge additional 911 fees as required by local, state, and federal ordinance.

Billing Disputes

You must notify us in writing within 10 calendar days after the invoice date if you dispute any charges on that invoice or you will be deemed to have accepted such invoice and waived any right to contest such charges. All notices of disputed charges should be sent to support@vphone.cloud.

Disconnection; Discontinuance of Service

We reserve the right to suspend or discontinue your Service at any time in our sole and absolute discretion, without cause, after giving 30 days notice. If we discontinue your Service without cause, you will only be responsible for charges accrued through the date of disconnection, including a pro-rated portion of the final month's charges. In addition, if you breach any of the terms or conditions of this Agreement, we may terminate this Agreement or disconnect your Service following written notice of breach if you have not cured such breach within 10 days thereafter. If your Service is disconnected on account of your breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus the disconnection fee, if applicable, all of which will immediately become due and payable. vPhone will pursue collection for unpaid amounts on disconnected accounts and may report to credit bureaus.

Taxes

State and local governments may assess taxes, surcharges and/or fees on your use of the Service or Device.. These charges may be a flat fee or a percentage of your charges and may change from time to time without notice. These charges are based on the rates applicable to the address you provided to us. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to you as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such certificate.

Termination for Non-Appropriation of Funds

Customer intends to remit all Contract Payments and other payments to vPhone for the entire Contract Term outlined in the signed proposal document. In the case of annual or multi-year contracts, and in the event Customer is not granted an appropriation of funds at any time during the Contract Term for the Services subject to this Contract, or for services which are functionally similar to the Services, and operating funds are not otherwise available to Customer to pay the Contract charges and other payments due and to become due under this Contract, and there is no other legal procedure or available funds by or with which payment can be made to Contractor, and the non-appropriation did not result from an act or omission by Customer, Customer shall

have the right to terminate this Contract on the last day of the fiscal period for which appropriations were received, without penalty or expense to Customer, except as to the portion of Contract charges for which funds shall have been appropriated and budgeted. At least 30 days before the end of the Customer's fiscal year, the Customer's chief executive officer (or legal counsel) shall certify in writing that (i) funds have not been appropriated for the fiscal period, and (ii) such non-appropriation did not result from any act or failure to act by Customer.

Termination of Multi-Year Contracts

If the Customer is under a multi-year contract and vPhone terminates Services to the Customer for nonpayment or other default before the end of the Contract Term, or if the Customer terminates service for any reason other than Non-Appropriation of Funds described above, the Customer shall pay vPhone, with respect to each Interconnected VoIP Device activated on the account, a service charge equal to the lesser of (1) \$100 for 12 month contracts, \$150 for 13-24 month contracts, \$200 for 25-36 month contracts, and \$300 for 37 month or larger contracts, or (2) the remaining monthly service charges due under the multi-year contract (the "Early Termination Fee"). The Early Termination Fee is in addition to all other amounts owed and is not a penalty, but rather a charge to compensate vPhone for Customer's failure to satisfy the Contract Term on which rate plan is based. The Customer is responsible for all applicable usage fees, prorated access charges, taxes, surcharges or other charges through the termination date.

LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES

Limitation of Liability

We will not be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality, including but not limited to any delay, failure, interruption or degradation of Service that arises from or is related to any of the following: an act or omission of an underlying carrier, service provider, vendor or other third party; equipment, network or facility failure; equipment, network or facility upgrade or modification; force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions; equipment, network or facility shortage; equipment or facility relocation; service, equipment, network or facility failure caused by the loss of power to you; outage of, or blocking of ports by, your ISP or broadband service provider or other impediment to usage of the Service caused by any third party; any act or omission by you or any person using the Service or Device provided to you; or any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Dialing) to be connected or completed, or forwarded. Notwithstanding anything to the contrary in this Agreement, vPhone's aggregate liability under this Agreement shall not exceed the actual amount received by vPhone on your account during the calendar month in which act, event or occurrence giving rise to such liability occurred. You

acknowledge and agree that, but for such limitation of liability, vPhone would not enter into this Agreement and you would not benefit from the pricing contained herein.

Disclaimer of Liability for Damages.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL VPHONE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

Indemnification

You shall defend, indemnify, and hold harmless vPhone, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) arising from or related to (i) any breach of this Agreement by you or your agents or employees or (ii) the activation or use of the Service or Device by you or your agents or employees, or any failure, delay or unavailability of the Services, unless such failure, delay or unavailability is caused by the gross negligence or reckless conduct of vPhone.

No Warranties on Service or Device.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE OR DEVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR

INFORMATION. NEITHER VPHONE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF VPHONE'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY VPHONE OR VPHONE'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

No Third Party Beneficiaries

Except as expressly set forth herein, no provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

Content

You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or Device (each such person, a "User"). You shall assure that your and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to disconnect or suspend your Services and remove your or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform to the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.

MISCELLANEOUS

Governing Law

The Agreement and the relationship between you and us is governed by the laws of the State of Michigan without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason, you shall submit to the personal and exclusive jurisdiction of the courts located within the State of Michigan and waive any objection as to venue or inconvenient forum.

Mandatory Arbitration and No Jury Trial

Any dispute or claim between you, any member of your household or any guest or employee of you and us arising out of or relating to the Service or Device will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Michigan. The arbitrator's decision will follow the plain meaning of the relevant documents, and will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. **REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.** All claims shall be arbitrated individually. You shall not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. **THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND AN AGREEMENT TO BE SUBJECT TO JURISDICTION IN, AND TO CONDUCT ARBITRATION PROCEEDINGS IN, MICHIGAN.**

No Waiver of Rights

Any party's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

Entire Agreement

This Agreement, including any future modifications as may occur within the terms of the Agreement, and the rates for Services found in the Signed Quote constitute the entire agreement between you and vPhone and govern the use of the Service by you, guests and employees. This Agreement supersedes any prior agreements between you and vPhone and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations, whether written or verbal, concerning its subject matter. This Agreement supersedes any written terms provided to retail customers in connection with retail distribution, including, without limitation, any written terms enclosed within the packaging of the Device. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

Severability

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

Survival

Notwithstanding anything to the contrary in this Agreement, all provisions regarding limitation of liability, indemnification, payments or compensation to vPhone of any kind or nature, portability of telephone number(s) after discontinuation of Service, disclaimers of warranties and all provisions in this Section "MISCELLANEOUS" shall survive any termination or expiration of this Agreement.

Attorney Fees

In the event vPhone undertakes collection efforts against you by and through an attorney, or initiates an action or suit to enforce the terms of this Agreement, the prevailing party shall be entitled to the payment of reasonable attorney's fees and costs, together with such other legal costs as may be authorized by law.

Notices

All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) 1 business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) 1 business day after being sent to the recipient by facsimile transmission or electronic mail, or (iv) 4 business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to as follows: if to you, to the address, facsimile number, electronic mail address reflected on the Company books and records and, if to vPhone, to the address or electronic mail address support@vphone.cloud. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

Time Periods

In computing any time period prescribed or allowed by this Agreement, the day of the act, event or default from which the designated period of time begins shall not be counted, but the last day of the period so computed shall be counted, unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday. When the period of time is less than 3 calendar days, intermediate Saturdays, Sundays or legal holidays will be excluded from the computation. If the specified time period is measured in business days, "business days" means Monday through Friday, but excluding United States national banking holidays.

Assignment

This Agreement may be assigned or transferred by vPhone to any successor of all or substantially all of the assets of Provider or its assignee, following which you shall remit all charges or other compensation to such assignee. Except for the foregoing, this Agreement may not be assigned or transferred by either party without the express written consent of the other party hereto.

Customer References

You hereby authorize Vistitude Computer Solutions, Inc. to publish, at its own discretion, your company name, logo, basic biographic information, and other written materials in reference to your utilization of vPhone products and services.

Future Changes to This Agreement

We may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on our website. These changes will become binding and effective the date they are posted to our website. No further notice by us is required upon your continued use of the Service. The Agreement as and when posted supersedes all previously agreed to electronic and written terms of service.

Privacy

vPhone Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. vPhone is not liable for any lack of privacy which may be experienced with regard to the Service.