

Tech Electronics, Inc.

Voice Carrier General Terms and Conditions

The following terms and conditions have been incorporated into and are an integral part of any Quote provided by Tech Electronics, Inc. or one of its affiliates (“Tech Electronics”) for telephone carrier services to a Customer (collectively with the Quote, the “Agreement”).

1. SERVICES

Tech Electronics will provide Customer with the services described in the Quote (the “Services”) in accordance with the terms of this Agreement. Pricing for the Services will be as set forth in the Quote.

2. SERVICE DISTINCTIONS AND RESTRICTIONS

Customer acknowledges and understands that the Services covered under this Agreement are not traditional telephone services. Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between said Services and the traditional telephone service, including but not limited to different regulatory treatment than the traditional telephone service. This treatment may limit or otherwise affect Customer’s rights of redress before Federal, State or local telecommunications regulatory agencies. Due to fraud and other factors, some international or premium Public Switch Telephone Network (PSTN) destinations may be blocked. The list of blocked PSTN terminations may be updated from time to time by Tech Electronics at its sole discretion and can change without notice. Customer may obtain a current list of blocked destinations by submitting a request in writing to Tech Electronics at helpdesk@techelectronics.com.

3. EMERGENCY SERVICES - 911 / E911 DIALING

In accordance with FCC regulations for Interconnected Voice over IP service providers, Tech Electronics provides access to emergency services via 911/E911 dialing to all its customers based in the United States of America. Customer understands and acknowledges that Tech Electronics does not provide access to emergency services outside of the United States. There are important differences to the 911/E911 service provided by Tech Electronics as compared to that provided by traditional wire-line service providers. A more detailed description of this service and an acknowledgement of applicable restrictions is set forth on Exhibit A.

As part of setting up its account, Customer is responsible for providing physical address information for each emergency location. **THIS INFORMATION MUST BE PROVIDED IN ORDER FOR 911 EMERGENCY CALLS TO BE DELIVERED TO A LOCAL PUBLIC SERVICE OFFICE.** If Customer fails to configure the 911 information, 911 emergency calls will be routed to a national center. 911 emergency calls that are routed to the national center because Customer failed to provide address information will be subject to a per call surcharge.

4. ELECTRICAL POWER

Customer acknowledges and understands that the services will not function in the absence of electrical power.

5. INTERNET ACCESS

Customer acknowledges and understands that the Services will not function if there is an interruption of Customer's broadband or high-speed internet access service. Interruption includes service outages due to ISP or broadband provider blocking of ports or other acts. Customer's ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise inhibit the usage of the Service during which E911/911 service may not function. Customer acknowledges that Tech Electronics is not responsible for the blocking of ports by Customer's ISP or broadband provider or any other impediment to Customer's usage of the Service, and any loss of Service, including E911/911 service, which may result.

6. NUMBER PORTING

Customer will be responsible for understanding the number porting process before orders are submitted. Tech Electronics covers most markets in the continental US 48 states for local number portability, however, not all markets are covered. Some markets have restricted access where numbers cannot be ported. Customer understands port orders shall not be submitted until onsite equipment, and IP-PBX has been configured and tested. Porting information and preparation details are provided in customer portal.

7. NUMBER PROVISIONING

Tech Electronics covers most markets, but not all, in the continental US 48 states for new number access. The number provisioning process begins once an account has been activated with a payment. Customer understands Tech Electronics does not inventory DID numbers in all markets and provisioning times can vary. Local DID vanity number selection is not offered.

8. USE OF SERVICES BY CUSTOMER OUTSIDE OF THE UNITED STATES

If Customer connects a device to Tech Electronics' Service from a country other than the United States and uses the Service from a country other than the United States, Customer does so at its own sole risk, including the risk that such activity violates local laws in the country where Customer does so. Customer is liable for any and all such use of the Services by itself or any person making use of the Services provided to Customer and agrees to indemnify and hold harmless Tech Electronics against any and all liability for any such use.

9. OTHER SERVICE RESTRICTIONS

Additional usage restrictions may be placed on the Services due to a high risk of fraud, regulatory restrictions and/or difficulties in settlement. These restrictions include, but are not limited to, calls terminating to or originating from a specific country or geographic area being

blocked. Restrictions for said Services, if any, may change without notice from time to time at Tech Electronics' sole discretion.

10. ACCEPTABLE USE OF SERVICES

Customer agrees to use the Services only for lawful purposes. Customer agrees not to use the Services for transmitting or receiving any communication or material of any kind which in Tech Electronics' sole judgment the transmission, receipt or possession of such communication or material (i) would constitute criminal or illegal activities, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. Customer agrees not to attempt to hack, misuse, disrupt or disable or damage the Service in any way and that it will not interfere with or disrupt other users of Services and/or any other service provider who furnishes services to Customer in connection with this Agreement, Customer agrees to configure, operate and maintain any and all devices using Tech Electronics' services in accordance with industry standards and best practices, including the limitation of excessive keep- alives, short registration timers, message flooding and other abusive activities. Customer agrees not to engage in the delivery of unwanted or unsolicited communications or SPAM to third parties using the Services or resources. Tech Electronics reserves the right to terminate Customer's Services immediately and without advance notice if Tech Electronics, in its sole discretion, believes that Customer has violated the above restrictions, leaving Customer responsible for the full month's charges to the end of the current term, including without limitation unbilled charges and taxes, plus a termination or disconnect fee, all of which become immediately due and payable. If Tech Electronics, in its sole discretion, believes that Customer has violated the above restrictions, Tech Electronics may forward the objectionable material, as well as Customer's communications with Tech Electronics and Customer's personally identifiable information to the appropriate authorities for investigation and prosecution and Customer hereby consents to such forwarding.

11. FRAUDULENT ACTIVITY

Customer is responsible for maintaining the security of its Tech Electronics web account, Tech Electronics service credentials and Customer equipment connected to the Tech Electronics network. Should Customer's account and or equipment become compromised, resulting in Tech Electronics services being used on behalf of Customer whether authorized or unauthorized, Customer is responsible for any charges or fees associated with such usage. If Customer believes that its account or equipment has been compromised, Customer must immediately report the suspicious activity to Tech Electronics. Tech Electronics reserves the right to immediately disable any accounts that appear to have fraudulent activity. At any time, Customer may request that new credentials be issued to Customer. Should Customer's account be disabled because of fraudulent activity, prior to Tech Electronics restoring service, Customer must provide Tech Electronics with information documenting the steps taken to prevent fraudulent activity from occurring and, if applicable, arrange for settlement of any charges incurred as a result of fraudulent activity.

12. ABUSE OF SERVICE

Customer understands and acknowledges service plan minute thresholds and guidelines as detailed on the Quote. Inbound soft cap guidelines are detailed on the Tech Electronics price list. Customer's inbound minute usage volumes greater than 1,000 minutes above and beyond the published soft cap guideline per month for inbound service is deemed abuse and can be billed at 3.7 cents per minute beyond published guideline at Tech Electronics' sole discretion. Customer understands inbound minute volumes above 5,000 minutes of published guideline in a given month will be deemed abuse and can result in an immediate service disablement. Service disablement will remain until overage balance has been paid and updated service plan to cover abusive usage has been accepted and applied with overage abuse of 3.7 cents per minute paid in full.

13. TERM

Services are offered for an initial term that begins on the date that Tech Electronics activates the Service and ends on the day before the same date three (3) years later. Thereafter, the Agreement shall automatically renew for additional terms of one (1) year. After the initial term, either party may terminate this Agreement upon 30 days prior written notice to the other party. Customer shall send any notice of termination by electronic mail to customerservice@Techelectronics.com.

14. CHARGES AND FEES

The charges and fees for the Services are categorized into five types: (1) Usage, (2) Recurring, (3) Surcharges, (4) One Time and (5) Taxes and Regulatory Fees. Usage charges are assessed to Customer's account as Services are used and are based on usage rates in effect at the time the Service was delivered. Usage rates may vary depending on a number of factors including but not limited to: (i) the type of Services provided, (ii) the originating and terminating locations where the Services are offered and provided, (iii) the time that the Service is utilized, including but not limited to time of day, day of week, day of month, and (iv) quality of Service. Domestic usage is billed in six second increments and may be subject to a minimum connect charge. International usage rates vary by country and may be billed in different duration increments and subject to a minimum connect charge. Recurring charges are billed to Customer monthly. If Customer terminates Services prior to the end of a term, Customer will be responsible for the full charges to the end of the then-current term, including without limitation unbilled Recurring charges, all of which become immediately due and payable. Surcharges may be assessed on a per call basis when the call is placed. One Time charges shall be billed as they are incurred. All charges accrue at the time such Services have been activated by Tech Electronics. Expiration of the term or termination of Service does not excuse Customer from paying all unpaid, accrued charges due in relation to the Agreement. Taxes and other Regulatory Fees will vary by tax jurisdiction and be assessed at the end of the billing cycle.

All funds, charges, fees and credits will be settled in United States Dollars (USD).

15. SERVICE CREDITS

Service Credit allowances shall be provided at the sole discretion of Tech Electronics upon written request by Customer to customerservice@Techelectronics.com. If it is determined by Tech Electronics that a credit is warranted, the amount will be credited directly to Customer's Tech Electronics online account balance to be used for future Services. Cash credits will not be issued. Credits will not be refunded in the event that this Agreement is terminated.

16. TAXES

Customer is responsible for, and shall pay, any and 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 Customer's subscription or use or payment for Services. Such amounts are in addition to payment for the Services and will be assessed to Customer's account as set forth in this Agreement. If Customer is a recognized charitable or non-profit organization and is exempt from payment of such taxes, Customer must provide Tech Electronics with original certificates that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date on which Tech Electronics receives such certificate.

17. PAYMENT

To use the Services, Customer must pay with a valid credit card number (American Express, Visa MasterCard, or any other issuer then-accepted by Tech Electronics) or using an ACH bank transfer. Tech Electronics reserves the right to stop accepting credit cards from one or more issuers. No suspension or termination of the Services or of this Agreement shall relieve Customer from paying any amounts due hereunder.

18. DELINQUENT PAYMENTS

If any charges or fees for Services are due but unpaid for any reason including, but not limited to, non-payment, declined or reversed Credit Card charges, Tech Electronics may suspend or terminate Services and all accrued charges shall be immediately due, plus a late fee of the lesser of 1.5% per month or the maximum allowed by law accrued from the date of invoice until payment in full is received by Tech Electronics. Customer will be fully liable to Tech Electronics for all costs incurred by Tech Electronics in collecting accrued charges, including but not limited to collection costs and attorneys' fees and any charges it receives from the credit card issuer.

19. BILLING DISPUTES

All billing disputes or requests for adjustments must be made in good faith and received by Tech Electronics in writing within 45 days of the disputed event or Customer's right to raise such billing disputes will be deemed waived. All billing disputes must be submitted to the following email address: customerservice@Techelectronics.com. Each billing dispute should contain sufficient information for Tech Electronics to investigate the disputed event, including but not limited to, the time and date of the event, type of service used, origination and termination details, and the nature of the dispute. Tech Electronics will respond to each dispute within 21 days of receipt of properly completed dispute information. If Tech Electronics determines that a

disputed event was billed in error, Tech Electronics will issue a credit to reverse the amount that was incorrectly billed. Tech Electronics shall solely determine disputed events, and Tech Electronics' decision on the disputed event, absent arithmetic errors, shall be final.

20. SUSPENSION AND TERMINATION

Tech Electronics reserves the right to suspend or discontinue providing Services generally, or to terminate Customer's Service, at any time in its sole discretion. If Tech Electronics discontinues providing the Service generally, or terminates Customer's Service in its discretion without a stated reason, Customer will only be responsible for charges accrued through the date of termination, including a pro-rated portion of any final month's recurring charges. If Customer's Service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper or unacceptable use of Services as set forth in Section 10.0, Customer will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges plus termination or disconnect fee, all of which immediately become due and payable.

21. PROHIBITION ON RESALE

Services are being provided to Customer as an end user. Customer may not resell or transfer the Service to any other person or party for any purpose, without prior written permission from Tech Electronics. Resale of the service without permission will result in the immediate suspension of Service to Customer.

22. COPYRIGHT, TRADEMARKS, UNAUTHORIZED USAGE OF FIRMWARE OR SOFTWARE

The Services and any software used to provide the Services or provided to Customer in conjunction with providing the Services, and all Services, information, documents and materials on Tech Electronics' website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Tech Electronics are and shall remain the exclusive property of Tech Electronics and nothing in this Agreement shall grant Customer the right or license to use any of such marks. Customer acknowledges that it has not been granted any license to use the firmware or software used to provide the Services. If Customer uses an interface device not approved by Tech Electronics with Services, Customer will indemnify and hold harmless Tech Electronics, its officers, directors, employees and affiliates against any liability arising out of such use.

23. BILLING ADDRESSES AND CUSTOMER DETAILS

Customer is responsible for maintaining its current billing addresses and other Customer information held by Tech Electronics at www.Techelectronics.com. Changes to Customer's contact information for legal notices must be made in writing and submitted to Tech Electronics at customerservice@techelectronics.com.

24. PRIVACY

Customer acknowledges and understands that the Services utilize, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Information transmitted over the public Internet or third party networks may not be encrypted. Tech Electronics shall not be liable for any lack of privacy which may be experienced with regard to using the Services. Customer acknowledges and understands that from time to time Tech Electronics employees, subcontractors and agents may view Company's data and call information in order to resolve specific errors discovered with Tech Electronics' Services or third party service providers.

25. SERVICE OUTAGES

Customer acknowledges and understands that the Services rely on existing Customer infrastructure (not provided by Tech Electronics) and are dependent on high-speed, quality broadband access to each Customer's location. Service outages may occur that are outside of the control of Tech Electronics. Outages may occur for a variety of reasons including but not limited to power failures, service interruptions by Customer's broadband provider and/or internet service provider ("ISP"), service interruptions by third party service providers and failings of the public internet, Tech Electronics' components or Public Switch Telephone Network ("PSTN"). Should such an outage occur, the Services may be unavailable in part or entirely until such time that the outage is resolved and access connectivity is restored.

Notwithstanding the foregoing, Tech Electronics may perform scheduled or emergency maintenance (including temporary suspension of Services as necessary) to maintain or modify its Services. Tech Electronics will use commercially reasonable efforts to provide Customer with notice of such maintenance.

26. NO WARRANTIES ON SERVICES

TECH ELECTRONICS MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, TECH ELECTRONICS DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. IN NO EVENT SHALL TECH ELECTRONICS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO TECH ELECTRONICS OR CUSTOMER'S 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 TECH ELECTRONICS' OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE, IF ANY, BY TECH ELECTRONICS OR TECH ELECTRONICS' AGENTS OR RESELLERS, ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

27. LIMITATION OF LIABILITY

a. THE TOTAL LIABILITY OF TECH ELECTRONICS HEREUNDER OR RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICES, INCLUDING 911 DIALING/EMERGENCY SERVICES AND/OR INABILITY OF CUSTOMER OR ANY THIRD PERSON OR PARTY OR USER OF CUSTOMER'S SERVICE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL, THE LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICES, OR DEFAULT OF TECH ELECTRONICS IN THE PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED UPON OR ARISING OUT OF NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL OR WANTON CONDUCT, RECKLESS CONDUCT, STRICT LIABILITY, CONTRACT, TORT, WARRANTY, MISREPRESENTATION, PATENT INFRINGEMENT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER TO TECH ELECTRONICS FOR SUCH SERVICES, NOT TO EXCEED ONE YEAR'S MONTHLY RECURRING FEE, OR \$10,000, WHICHEVER IS GREATER. THE PROVISIONS OF THIS SECTION SHALL APPLY IN THE EVENT OF LOSS OR DAMAGE, IRRESPECTIVE OF THE ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE OBLIGATIONS SET FORTH BY THE TERMS OF THIS AGREEMENT OR FROM THE ACTIVE OR PASSIVE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL OR WANTON CONDUCT, RECKLESS CONDUCT OF TECH ELECTRONICS' AGENTS OR EMPLOYEES. IN NO EVENT SHALL TECH ELECTRONICS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO OTHER EQUIPMENT OR ANY PLANT OR FACILITIES, LOSS OF PROFIT, OR LOSS OF PRODUCTION, REGARDLESS OF WHETHER THE CLAIM FOR SUCH CONSEQUENTIAL DAMAGES BE BASED ON WARRANTY (EXPRESS OR IMPLIED), CONTRACT, TORT, GROSS NEGLIGENCE, WILLFUL OR WANTON CONDUCT, RECKLESS CONDUCT OR OTHERWISE. TECH ELECTRONICS SHALL NOT BE LIABLE TO INDEMNIFY CUSTOMER AGAINST ANY CLAIMS MADE AGAINST CUSTOMER FOR SUCH CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD TECH ELECTRONICS HARMLESS FOR ALL CLAIMS (INCLUDING CLAIMS FOR INDEMNITY) FOR ANY SUCH CONSEQUENTIAL DAMAGES BROUGHT AGAINST TECH ELECTRONICS. THIS PROVISION (AND ALL OTHER PROVISIONS IN THIS AGREEMENT) SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PROVIDED BY LAW.

b. Tech Electronics shall not be liable for any delay or failure to initiate and provide Services, including the inability to access 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following: act or

omission of Tech Electronics or an underlying carrier, service provider, vendor or other third party; equipment, network or facility failure; power outage; equipment, network or facility upgrade or modification or relocation; force majeure events such as (but not limited to) fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil unrest, civil or military authority, act of God, inability to secure materials or labor, electrical, internet, or telecommunication outage that is not caused by the obligated party, or any other causes beyond its reasonable control; outage of Customer's ISP or broadband service provider; act or omission of Customer or any person using the Service provided to Customer; or any other cause that is beyond Tech Electronics' control.

c. Customer, and not Tech Electronics, is responsible for any and all liability that may arise out of the content transmitted between Users of Services and between Users of Services and third parties. Customer shall assure that Customer's or any User's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Tech Electronics reserves the right to terminate or suspend affected Services, and/or remove Customer's or Users' content from the Services, if Tech Electronics determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with Tech Electronics' ability to provide Services to Customer or others or receives notice from anyone that Customer's or Users' use or Content may violate any laws or regulations. Tech Electronics' actions or inaction under this Section shall not constitute review or approval of Customer's or Users' use of Content. Customer will indemnify and hold harmless Tech Electronics against any and all liability arising from the content transmitted by or to Customer or to Users using the Services. A "User" means any person, whether authorized or unauthorized, using the Service provided to Customer.

28. CUSTOMER INDEMNITY

CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD TECH ELECTRONICS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND LAWSUITS (REGARDLESS OF THE CAUSE OF ACTION OR LEGAL THEORY), INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY FEES, WHETHER THESE CLAIMS AND LAWSUITS ARE BASED UPON ACTIVE OR PASSIVE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL OR WANTON CONDUCT, RECKLESS CONDUCT, INDEMNIFICATION, CONTRIBUTION OR STRICT OR PRODUCT LIABILITY, OR ANY OTHER TYPE OF CLAIM OR CONDUCT ON THE PART OF TECH ELECTRONICS, ITS AGENTS OR EMPLOYEES, RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICES, INCLUDING 911 DIALING/EMERGENCY SERVICES AND/OR INABILITY OF CUSTOMER OR ANY THIRD PERSON OR PARTY OR USER OF CUSTOMER'S SERVICE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL, THE LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICES, OR DEFAULT OF TECH ELECTRONICS IN THE PERFORMANCE UNDER THIS AGREEMENT. THIS PROVISION (AND ALL OTHER PROVISIONS IN THIS AGREEMENT) SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PROVIDED BY LAW.

29. WAIVER OF SUBROGATION

CUSTOMER DOES HEREBY FOR ITSELF AND ANY PARTIES CLAIMING UNDER IT, RELEASE AND DISCHARGE TECH ELECTRONICS FROM AND AGAINST ALL HAZARDS COVERED BY CUSTOMER'S INSURANCE, AND ALL CLAIMS AGAINST TECH ELECTRONICS ARISING OUT OF SUCH HAZARDS, INCLUDING ANY RIGHT OF SUBROGATION BY CUSTOMER'S INSURANCE CARRIER, ARE HEREBY WAIVED BY CUSTOMER, AND CUSTOMER SHALL PROMPTLY SO NOTIFY ITS INSURANCE CARRIER. THIS WAIVER OF SUBROGATION EXTENDS TO ANY ALLEGED NEGLIGENCE GROSS NEGLIGENCE, WILLFUL OR WANTON CONDUCT OR RECKLESS CONDUCT BY TECH ELECTRONICS. THIS PROVISION (AND ALL OTHER PROVISIONS IN THIS AGREEMENT) SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PROVIDED BY LAW.

30. GENERAL CONDITIONS

a. Tech Electronics' primary methods of communication with Customer are via electronic mail ("email") and the Tech Electronics web site at www.Techelectronics.com. Notices to Customer shall be sent to the email address ("Email Address") specified by Customer at the time of registration for the Services or as subsequently updated by Customer. Customer is responsible for notifying Tech Electronics of any Email Address changes. Customer agrees that sending a message to the Email Address is the agreed upon means of providing notification. Email is used to communicate important information about the Services, billing, changes to the Services and other information. The information is time-sensitive in nature. It is required that Customer read any email sent to the Email Address in a timely manner in order to avoid any potential interruption in the Services provided hereunder. Tech Electronics may also post notices as set forth previously and such posting on the Tech Electronics website will also constitute notice to Customer.

b. This Agreement (including the Quote) and the rates for Services at www.Techelectronics.com constitute the entire agreement between Customer and Tech Electronics and govern Customer's use of the Services, superseding any prior agreements between Customer and Tech Electronics and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

c. Tech Electronics may change the rates, terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the earliest date of when Customer is notified by email or the notice is posted on the Tech Electronics website at www.Techelectronics.com. Such changes will become binding on Customer on the date mailed and/or posted to Tech Electronics website and no further notice by Tech Electronics is required; provided, however, that no change to the rates shall become effective until after the initial term of this Agreement.

d. All exhibits to this Agreement are fully incorporated in this Agreement.

e. The failure of either party to enforce at any time any provision of this Agreement, or to exercise any option which is herein provided, or to require or fail to require at any time

performance by the other party of any provision herein, shall in no way affect the validity of, or act as a waiver of this Agreement, or any part hereof, or any right of such party thereafter to enforce it.

f. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

g. All Section headings and captions used in this Agreement are for convenience or reference only and are not intended to define or limit the scope of any provisions in this Agreement.

h. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

i. Customer acknowledges that its breach of the Agreement will cause irreparable damage and hereby agrees that Tech Electronics shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

j. Each party represents and warrants that the execution of this Agreement and performance of such party's obligations hereunder will not conflict with, result in the breach of any provision of, or the termination of or constitute a default under, any agreement with any other person or entity of which either party is a party or by which they are bound.

k. 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.

l. Sections 14, 18, 22, 27, 28 and 29 shall survive the cancellation, expiration or termination of this Agreement.

EXHIBIT A

911/E911 EMERGENCY SERVICE

1.0 911/E911 EMERGENCY 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. Some locations where the emergency center is not equipped to receive your telephone number and address have basic 911 and the local emergency operator requests your call back number or your exact location. 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. Some locations do not have access to either basic 911 or E911. If you don't have access to basic 911 or E911 your 911 call will be sent to an emergency call center who will ask for the name, telephone number and location of customer calling 911, and then contact the local emergency center for such customer in order to send help. You authorize us to disclose 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.

2.0 911 ACKNOWLEDGEMENT AND WARNING LABELS. Customer acknowledges and agrees that Tech Electronics' equipment and services do not support E911/911 emergency dialing or other emergency functions in the same way that the traditional public switched telephone network or wireline 911 services work. The differences are detailed in this section and Customer agrees to notify any potential user of the Services, who may place calls using Customer's Services, of the E911/911 limitations described herein. Tech Electronics will provide Customer with warning labels regarding the limitations of E911/911 emergency dialing. Customer agrees to place a label on and/or near each telephone or other Customer equipment on which the services may be utilized. If additional labels are required, Customer may request them from Tech Electronics by email at helpdesk@Techelectronics.com. Tech Electronics will provide Customer with advisory notices regarding E911/911 emergency dialing and request acknowledgments from customer. Customer agrees to respond and affirmatively acknowledge that Tech Electronics has advised Customer of the circumstances under which Tech Electronics E911 service may not be available or may be limited in comparison to traditional E911/911 emergency dialing. Tech Electronics advises Customer to maintain an alternative means of accessing traditional 911 services.

3.0 NON-VOICE SYSTEMS. Customer acknowledges that the E911/911 services are not set up to function with outdialing systems including fire and security systems, medical monitoring equipment or access control equipment. Customer has no claim against Tech Electronics for interruption or disruption of such systems by the Services.

4.0 E911/911 service is a mandatory component of all Tech Electronics inbound/outbound voice service plans. E911/911 service is not offered on Toll free numbers, conferencing or similar service accessories or add-on plans. E911/911 service is only available in selected areas. Customers who subscribe to Tech Electronics e911/911 service will be required to register the physical location of their equipment with Tech Electronics, via the Tech Electronics website at www.Techelectronics.com or by calling customer service, and agree to update the location

whenever the physical location of service changes. Customer acknowledges that Tech Electronics' only mechanism for routing 911 calls to the correct emergency call taker is the physical location currently registered for the account. Customer acknowledges and understands that any enhanced location information passed to an emergency operator by Tech Electronics will be based upon the physical location provided to Tech Electronics by customer. In the event that the physical location has not been updated, is in error or is not complete, Tech Electronics will attempt to route a 911 call to an emergency call center to complete the call. At the sole discretion of Tech Electronics, an additional charge will be made for 911 calls terminating at the emergency call center.

5.0 GEOGRAPHICALLY DISTRIBUTED USERS. Customer acknowledges and understands that it is Customer's sole responsibility to ensure that E911/911 location and call back number information is entered and maintained for each geographically distributed location or remote end user using Tech Electronics services within Customer's account or in accordance with their state regulations.

6.0 Customers required to subscribe to Tech Electronics' E911 service will be subject to a monthly E911 service charge as well as any Federal, State or local surcharges levied for E911. The monthly E911 service fee shall be in addition to the applicable charges for services. The monthly charge for Tech Electronics E911 service is assessed on a per 911 location database entry basis and will be set at a level that reimburses Tech Electronics for the direct costs it incurs in providing E911 service, including expenses Tech Electronics incurs, either directly or indirectly, Tech Electronics reserves the right to adjust the level of charges associated with E911 services to reflect increases or decreases in the costs it incurs.

7.0 Customer also acknowledges that Tech Electronics' E911 service has certain characteristics that make it different from traditional, legacy, public switched telephone network E911/911 service. These characteristics may make Tech Electronics' E911 services unsuitable for some customers. Customer should carefully evaluate its own circumstances when deciding whether to rely solely upon Tech Electronics' E911/911 service. Customer acknowledges and understands that it is Customer's responsibility to determine the technology or combination of technologies best suited to meet Customer's emergency calling needs, and to make the necessary provisions for access to emergency calling services (such as maintaining a conventional public switched telephone network landline phone or wireless phone as a backup means of completing emergency calls). The following characteristics distinguish Tech Electronics' E911 service from traditional, legacy, public switched telephone network E911/911 service:

a. Tech Electronics' E911 service will not function if Customer's phone, private branch exchange, voice gateway, internet connection or devices fail or are not configured correctly or if Customer's Tech Electronics service is not functioning for any reason, including, but not limited to, electrical power outage, broadband service outage, third party or Tech Electronics equipment outage, service outage for any reason or suspension or disconnection of service because of billing or other issues. If there is a power outage, Customer may be required to reset or reconfigure the equipment before being able to use the Tech Electronics service, including for E911 purposes.

b. After initial activation of the E911 service, and following any change of and update to Customer's physical location, there may be some delay before the automatic number and location information can be passed to the local emergency service operator. Customer acknowledges and understands no guarantee can be made that the automatic number and location information will be activated within this schedule.

c. E911 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.

d. The local emergency service operator receiving Tech Electronics E911 emergency service calls may not have a system configured for E911 services or be able to capture and/or retain automatic number or location information. This means that the operator may not know the phone number or physical location of the person who is making the Tech Electronics E911 call. Due to technical factors in network design, and in the event of network congestion on the Tech Electronics network, there is a possibility that a Tech Electronics 911 call will produce a busy signal or will experience unexpected answering wait times and/or take longer to answer than 911 calls placed via traditional, legacy, circuit-switched telephone networks.

e. If Customer does not correctly identify the actual location where the telephone equipment is or will be located at the time of activation of the service, Tech Electronics E911 communications may not be directed to the correct local emergency operator.

8.0 CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT TECH ELECTRONICS DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, CALLS USING ITS 911 DIALING SERVICE ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. TECH ELECTRONICS DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. Tech Electronics uses third parties to assist it in routing 911 dialing calls to local emergency response centers and to an emergency calling center. Tech Electronics disclaims 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 Tech Electronics nor its officers or employees may be held liable for any claim, damage, or loss, and Customer hereby waives any and all such claims or causes of action, arising from or relating to Tech Electronics' 911 dialing service. Customer acknowledges and understands that Tech Electronics will not be liable for any service outage and/or inability to dial 911 or any other emergency telephone number using Tech Electronics or to access an emergency service operator due to the 911 dialing characteristics and limitations set forth in this Agreement.