



## MASTERSERVICEAGREEMENT GENERALTERMSOF SERVICES

These General Terms of Services are incorporated into, and along with the executed Service Order, constitute, the Master Services Agreement (the "Agreement") between Customer and Tele-Data Solutions, LLC d/b/a Tele-Cloud ("Tele-Cloud").

By accessing or utilizing any of the Services or products offered by Tele-Cloud, you agree to be bound by the terms of this Agreement. These Terms of Services supersede all earlier versions and require mandatory arbitration of disputes. Please read these Terms of Services carefully, as they describe your legal rights and obligations. This Agreement shall become effective as of the date of (1) your signature on a Service Order or your electronic signature on or acceptance of this Agreement, (2) the activation of your account or (3) your receipt of an e-mail from Tele-Cloud confirming your order, whichever happens first. Customer may be referred to using "you" and "your" herein.

1. **Term.** The "Term" of Services to be provided to Customer from Tele-Cloud shall be as set forth in the Service Order. If no term of months is set forth in the Service Order or Customer does not select a longer term, the Agreement shall be on 36 month term. The Agreement shall automatically renew, after the original Term, for a 36 month term or shall automatically renew for the same durations as the initial term if initial term is less than 36 month. Either party may terminate this Agreement (a) at the end of any initial or renewal term by providing the other party with at least sixty (60) days written notice: or (b) except as otherwise stated herein, during any initial or renewal term if the other party breaches any material term or condition of this agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of the same. If Customer terminates Service before the term selected by Customer for any reason, or Tele-Cloud terminates Services for Customer's breach of this Agreement or the Tele-Cloud AUP, Customer may be subject to a termination liability. The termination liability shall equal 100% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the initial term commitment. Further, Customer shall be liable to and immediately pay Tele-Cloud for any discounts applied to the original Term of the Services, any equipment fees and any underlying third party charges that Tele-Cloud incurs as a result of the early termination. All termination notices to Tele-Cloud must be sent to: Tele-Cloud, 1767 U.S. 22, Union, NJ 07083. Tele-Cloud may restrict or suspend your rights under this Agreement and Customer's of the Tele-Cloud service at any time to the extent Tele-Cloud deems it is necessary to protect the Tele-Cloud network. Notwithstanding any other provision of the Agreement, Tele-Cloud may elect in its sole discretion to terminate this Agreement and any or all outstanding Service Orders upon providing Customer with written notice of such election. In such event, the effective date of termination shall be thirty (30) days from the date of such notice.

2. **Fees and Billing.** Customer agrees to pay the amounts billed by Tele-Cloud to Customer which shall include activation/installation charges, non-recurring charges, equipment charges, and monthly recurring charges and any other fees indicated in a Service Order or as set forth herein or in any addendum to this Agreement, or any cost recovery fees or government surcharges (collectively, "Service Fees") within thirty (30) days of invoice. You agree to pay all fees and charges incurred on your account, including any and all city, state or federal taxes and surcharges, whether imposed on Tele-Cloud or directly on you. Please refer to the Tele-Cloud Taxes, Fee and Surcharges list of possible Service Fees you may be charged at <https://tele-datasolutions.com/Tele-Cloud Terms>. Tele-Cloud reserves the right to change the rates and charges for any renewal term by providing you reasonable written notice in advance of the effective date of change. Any monthly recurring fees that contemplates a fixed usage of minutes for domestic and international use shall be subject to an additional usage charge for any minutes that exceed the fixed amount. Unless

otherwise indicated in a Service Order, Tele-Cloud shall limit and cap usage for voice service at a standard usage rate, which shall be provided to Customer, and Customer may be billed for overages.

All fees and charges will be due, in U.S. dollars, on the first day of the service month as indicated on the Tele-Cloud invoice **and may be charged to your Payment Account without further notices from Tele-Cloud.** Billing is invoiced monthly in advance and will commence when the connection from the Tele-Cloud network is completed to your equipment and service is initiated. All recurring months charges are due at the beginning of the service month. Accounts are in default if payment of all amounts due is not received forty-five (45) days after date of invoice and are subject to an interest rate on the outstanding balance of either 1.5 % per month or at the maximum allowable rate under state law, whichever is lower. Accounts unpaid (60) days after date of invoice may have the Service interrupted or terminated. Such interruption of Service does not relieve you of your obligation to pay for the Service. Only a written request to terminate your service, in accordance with these Terms, relieves you of your obligation to pay for the Service. If you default, you agree to pay Tele-Cloud its reasonable expenses, including any attorney's or collection agencies fees, incurred in enforcing its rights.

"Payment Account" shall refer to the credit card account provided by you upon registration to pay for Services. Tele-Cloud may add, delete, or modify the methods by which customers can pay for the Tele-Cloud Services at any time without prior notice, in its sole discretion. Tele-Cloud **Customer is deemed to have given Tele-Cloud on-going and continuous authorization to charge any credit-card provided to Tele-Cloud or any other Payment Account as long as Customer uses the Services and for any early termination liability.** If Customer pays by check, if the check is returned unpaid, Customer will be subject to immediate termination for suspension of the Services as stated above and will be charged a check return and reinstatement fee in the amount of no less than \$100, but in any event an amount determined by Tele-Cloud in its sole discretion.

**3. Billing Disputes.** Only disputes made in good faith, in a timely manner and properly documented as required herein, as determined by Tele-Cloud in its sole discretion, will be considered by Tele-Cloud. To meet these requirements, Customer must provide Tele-Cloud with written notice of any disputed charge(s) within Sixty (60) days after receiving that statement. Customer agrees that all fees and charges TeleCloud charges against your account that are uncontested after 60 days are valid and due and owing. Along with such notice, Customer shall set forth in detail all grounds for disputing each charge and provide all documents supporting each dispute. Customer shall not have the right to withhold any amount not properly disputed. Tele-Cloud and Customer shall attempt in good faith promptly to resolve any dispute within thirty (30) days of Tele-Cloud's receipt of notice of that dispute. If a dispute is not resolved, Tele-Cloud shall have the right to determine in good faith the merit of each dispute and Customer's associated payment obligation. If Tele-Cloud determines that any amount withheld in dispute is owed, Customer shall pay that amount within ten (10) days of its receipt of written notice from Tele-Cloud of such determination, plus interest at the lower of 2.0% per month or the maximum rate permissible under applicable state law, calculated from the Due Date until the date payment is received by Tele-Cloud Failure to pay such amount in full within such ten (10) day period shall be a breach hereof and shall entitle Tele-Cloud, in addition to its other remedies at law or equity, to terminate all Services to Customer without notice and without liability of any kind or amount. If Tele-Cloud determines that any amount withheld in dispute is not owed, Tele-Cloud shall issue a credit for that amount spread out evenly in future billings over a period to be determined in Tele-Cloud's sole discretion Tele-Cloud after determination is made. Customer's exclusive remedy for issues relating, whether directly or indirectly, to any disputes shall be in the forum and pursuant to the laws as set forth in the Agreement.

**4. Limitation of Liability. IN ADDITION TO ANY LIMITATIONS OF LIABILITY RELATED TO SPECIFIC SERVICES, INCLUDING E911, AND TELE CLOUD FRAUD POLICIES, IN NO EVENT SHALL TELECLOUD OR ANY AFFILIATED PERSON OR ENTITY BE LIABLE TO CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY FOR ANY PERSONALY INJURY, DAMAGE TO EQUIPMENT, LOSS OF DATA, PROFIT OR REVENUE OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, RELIANCE, COST OF COVER, SPECIAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY, PERFORMANCE, NON-**

**PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THE AGREEMENT, EVEN IF CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY ADVISES TELE CLOUD OR ANY AFFILIATED PERSON OR ENTITY OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. TELE CLOUD SHALL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT OR THE PROVISION OF SERVICES, AND CUSTOMER HEREBY INDEMNIFIES AND HOLDS HARMLESS TELE CLOUD FROM AND AGAINST ANY LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF SUCH DAMAGE OR INJURY.**

Customer acknowledges that Tele-Cloud has set its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability, the disclaimers of warranties and damages and Customer's indemnity obligations set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if this Agreement is found to have failed of their essential purpose.

**5. DISCLAIMER OF WARRANTY.** TELE CLOUD MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TELE CLOUD WILL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY (INCLUDING ANY SUBSCRIBERS TO OR USERS OF ANY SERVICES PROVIDED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, OR SERVICE INTERRUPTIONS. TELE CLOUD EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OF THE INFORMATION PASSING THROUGH ITS NETWORK OR OVER THE INTERNET. USE OF ANY INFORMATION OBTAINED OVER THE TELE CLOUD NETWORK OR THE INTERNET IS AT YOUR OWN RISK. TELE CLOUD SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF THE INFORMATION OBTAINED THROUGH ITS SERVICE. IN NO EVENT WILL TELE CLOUD LIABILITY FOR ANY CLAIM (WHETHER IN TORT, CONTRACT, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE IN LAST MONTH OF SERVICES.

**6. INDEMNIFICATION OF TELE CLOUD** You agree that you shall fully defend, hold harmless and indemnify Tele-Cloud, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines penalties, costs and expenses, attorneys' fees, arbitration fees, mediation fees, expert expenses, and all other consequences of every kind, directly or indirectly resulting from any and all failure(s) of you or your agent(s) to fully comply with all duties, obligations and other provisions set forth in this Agreement, including, but not limited to, your warranties set forth or your violation of a third party's intellectual property rights. You further agree to defend, indemnify and hold harmless Tele-Cloud, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from and against any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of any property damage or recoverable economic loss incurred by a third party, to the extent such damage or loss is caused by any act or omission of you or your agents in connection with the performance of this Agreement. You agree that Tele-Cloud shall have the right to participate in the defense of any such claim through counsel of its own choosing at your expense

**7. Service Interruption:** Your exclusive remedy for any unavailability or failure of the Tele-Cloud network or any Services is solely a pro-rata credit on future billings for the period down from your monthly billing in Tele-Cloud sole discretion.

**8. Customer Responsible for Fraud/Insurance.** Tele-Cloud recommends that Customer purchase fraud insurance.. **In the event Customer's network security is compromised, Customer would not be financially responsible for said fraudulent service charges if it purchases the fraud insurance.** Otherwise see Tele-Cloud's Fraud Policy at <https://tele-datasolutions.com/Tele-Cloud Terms>.

**9. Resale.** Customer acknowledges and agrees that Customer may not sell, resell, transfer, convey, white label, wholesale or in any way distribute the Services to or for the benefit

of any third party without express prior written consent of Tele-Cloud (which consent may be withheld in Tele-Cloud's sole discretion). The foregoing prohibition shall apply, without limitation, to any and all fiber, circuits, equipment or other Service elements which Customer purchases from Tele-Cloud.

**10. Privacy.** It is Tele-Cloud's policy to respect your privacy. Tele-Cloud will not monitor, edit, or disclose any personal information about you or your account, including its contents, without your prior consent unless Tele-Cloud deems it necessary, in its sole discretion, to comply with legal process or other legal requirements, including but not limited to responding to civil or criminal subpoenas, search warrants, national security letters, or other requests for information from law enforcement officials; protect and defend the rights or property of Tele-Cloud or its officers, agents, affiliates, and licensees; enforce this Agreement; or protect the interests of other Tele-Cloud customers.

NOTWITHSTANDING THE PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, TELE-CLOUD RESERVES THE RIGHT (SUBJECT TO APPLICABLE LOCAL LAW), IN ITS SOLE DISCRETION, TO MONITOR YOUR ACCOUNT, INCLUDING BUT NOT LIMITED TO THE USE OF A USER'S MAIN ACCOUNT AND ANY SUB-ACCOUNTS, FOR THE PURPOSE OF INVESTIGATING VIOLATIONS OF THIS AGREEMENT OR TO ASSIST WITH CRIMINAL OR CIVIL INVESTIGATIONS AND AT ALL TIMES IN COMPLIANCE WITH THE COMMUNICATIONS ASSISTANCE FOR LAW ENFORCEMENT ACT OF 1994.

Your IP address is transmitted and recorded with each message you send using the Tele-Cloud Services. Tele-Cloud does provide certain information in aggregate form collected from and relating to you to third persons such as advertisers.

INTERNATIONAL CUSTOMERS UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED BY TELE-CLOUD IN THE UNITED STATES OF AMERICA. YOU FURTHER AGREE THAT THE PERSONAL INFORMATION WHICH YOU GIVE TELE CLOUD WILL BE TRANSFERRED TO AND MAINTAINED IN THE UNITED STATES AND OTHER COUNTRIES; INCLUDING WITHOUT LIMITATION COUNTRIES IN THE EUROPEAN UNION AND ELSEWHERE. IF YOU DO NOT CONSENT TO THE TRANSFER OF YOUR PERSONAL INFORMATION INTO AND OUT OF THE UNITED STATES, DO NOT ACCEPT THESE TERMS AND CONDITIONS FOR THE TELE-CLOUD SERVICE. YOU FURTHER UNDERSTAND AND AGREE THAT REGARDLESS OF YOUR COUNTRY OF RESIDENCE TELE CLOUD MAY DISCLOSE PERSONAL INFORMATION ABOUT YOU AND YOUR WEBSITE OR DOMAIN NAMES PURSUANT TO THIS SECTION, AND YOU EXPLICITLY WAIVE ANY RIGHTS TO PRIVACY OR PROTECTION OF PERSONAL DATA RELATING TO SUCH INFORMATION TO THE FULLEST EXTENT PERMITTED UNDER NATIONAL AND INTERNATIONAL LAW.

**11. Equipment. Notwithstanding anything else in the Agreement, it is Customer's responsibility to ensure all equipment used with the Services are properly configured and maintained.** Any equipment, whether it is customer owned, rented or leased from Tele-Cloud or provided to Customer by Tele-Cloud for use in conjunction with Services will be subject to the terms and conditions set forth below or in the Agreement. Customer must unpack and place the equipment in a secure and environmentally controlled space. If at any time during the Services Term a piece of equipment fails and is in need of replacing, Tele-Cloud may provide replacement equipment. The equipment failure shall be determined by Tele-Cloud or its third-party subcontractors working with the customer in conjunction of Tele-Cloud's technical staff. Once determined by Tele-Cloud, in its sole discretion, that the equipment is in need of replacing, Tele-Cloud may, in its sole discretion, ship replacement equipment to Customer's site. If Tele-Cloud installs or provides equipment on Customer's premises for the purpose of enabling Tele-Cloud to provide the Services to Customer, Customer agrees to provide Tele-Cloud reasonable access into Customer's premises for the purpose of installation, demonstration, inspection, maintenance, repair and removal of the equipment, as well as Tele-Cloud's installers with a safe working environment. Additionally, Customer acknowledges that it will have no right, title or interest in any equipment that Tele-Cloud installs. Tele-Cloud and Customer agree that the equipment will not become a fixture and Customer shall keep the equipment free from all liens, charges and encumbrances. Customer agrees: (1) to use the equipment only for the purpose of receiving Services ordered from Tele-Cloud and no other purpose; (2) to prevent any connections to the equipment that are not expressly authorized by Tele-Cloud; (3) to prevent tampering, altering or repair of the equipment, or inside wiring, by any person other than Tele-Cloud's authorized personnel; (4) to assume complete responsibility for improper use, damage or

loss of such equipment regardless of cause (including damage or loss caused by force majeure events), except to the extent caused by Tele-Cloud or its suppliers; and (5) to return the equipment in good condition, ordinary wear and tear resulting from proper use excepted, immediately upon discontinuance of Service. In the event the equipment is not returned in good condition, Customer agrees to pay Tele-Cloud an amount for each equipment device in accordance with Tele-Cloud's standard equipment costs. If Tele-Cloud is providing equipment maintenance services, it will be in accordance with its maintenance contract terms of services found at [https://tele-datasolutions.com/Tele-Cloud\\_Terms](https://tele-datasolutions.com/Tele-Cloud_Terms). Tele-Cloud will only provide those equipment manufacturer warranties that Tele-Cloud receives directly from a manufacturer and does not otherwise offer, and expressly disclaims, any warranty on equipment.

**12. Compliance with Laws.** Customer shall at all times conform its use of and comply with all state, federal and international laws with respect to its utilization of the Service. If Tele-Cloud is informed by any governmental authority or other parties of alleged illegal use of Tele-Cloud facilities or Tele-Cloud otherwise learns of such use or has reason to believe such use may be occurring, then Customer will cooperate in any resulting investigation by Tele-Cloud or government authorities. Any government determinations will be binding on Customer. If Customer fails to cooperate with any such investigation or determination, or fails to immediately rectify any illegal use, Customer will be in breach of this Agreement and Tele-Cloud may immediately, and without further notice, suspend Customer's Service. Your use of Tele-Cloud network may only be for lawful purposes. Transmission of any material in violation of any law, regulation or Tele-Cloud Acceptable Use Policy found at [https://tele-datasolutions.com/Tele-Cloud\\_Terms](https://tele-datasolutions.com/Tele-Cloud_Terms) is strictly prohibited. You agree to hold harmless Tele-Cloud from any claims resulting from your use of the Service or the use of the Service by any of your customers or others throughout your chain of distribution, including end users, which damage you or another party.

**13. Software.** Tele-Cloud may, in its sole discretion, provide you with Tele-Cloud software ("Software") in combination with your Services. Upon payment of all fees due and owing to Tele-Cloud under this Agreement, Tele-Cloud hereby grants, and you hereby accept, a nontransferable, revocable, no sublicensable, and non-exclusive license to use the Tele-Cloud Software and all related documentation for your own personal or business use during the term of this Agreement. Any rights not expressly granted herein shall be reserved for Tele-Cloud. Source code or other information pertaining to the logic design of the Tele-Cloud Software is specifically excluded from the license granted hereunder. Although certain Tele-Cloud Software may be provided free of charge, Tele-Cloud reserves the right to charge for the Tele-Cloud Software or any updates thereto or upgrades therefore at any time. You recognize that the Tele-Cloud Software and all related information, including but not limited to any and all updates, improvements, modifications, enhancements, and information related to installation of the Tele-Cloud Software at your home or office, are proprietary, and that all rights thereto, including copyright, are owned by Tele-Cloud. You further acknowledge that you have been advised that the Tele-Cloud Software, including updates, improvements, modifications, enhancements, and information related to installation, constitutes a trade secret of Tele-Cloud, is protected by civil and criminal law, and by the law of copyright, is valuable and confidential to Tele-Cloud, and that its use and disclosure must be carefully and continuously controlled. Tele-Cloud shall at all times retain title to all the Tele-Cloud Software and all related information, including all updates, improvements, modifications and enhancements, furnished to you hereunder. Unless provided otherwise in the specifications for Your Services, the Tele-Cloud Software supplied hereunder is for your personal or business use. You shall not permit any third party to use the Tele-Cloud Software or allow access to the Tele-Cloud Software from sites outside of your home or business premises except as specifically authorized in writing by Tele-Cloud. The Tele-Cloud Software is to be used only for the purposes specified in this Agreement and while you have custody or possession of any of the Software, you will not: (i) reproduce, copy or publicly display, or permit anyone else to reproduce, copy or publicly display, any of the Tele-Cloud Software, whether such Tele-Cloud Software is in written, magnetic or any other form, except pursuant to reasonable backup procedures, or for use pursuant to this Agreement, nor; (ii) provide or make the Tele-Cloud Software available to any person or entity other than your employees or agents who have a need to know consistent with your use thereof under this Agreement, nor; (iii) create or attempt to create, or permit others to create or attempt to create, by disassembling, reverse engineering or otherwise, the source programs or any part thereof from the object program or from other information (whether oral, written, tangible or intangible) made available to you under this Agreement, nor; (iv) copy for your own use or the use of others operator manuals, system reference guides, training materials and other user-oriented materials without the prior written consent of Tele-Cloud. In order to protect Tele-Cloud's trade secrets and copyrights in the Tele-Cloud

Software, you agree to reproduce and incorporate Tele-Cloud's trade secrets or copyright notice in any copies, modifications or partial copies.

You agree to notify Tele-Cloud forthwith if you obtain information as to any unauthorized possession, use or disclosure of any Tele-Cloud Software by any person or entity, and further agree to cooperate with Tele-Cloud at Tele-Cloud's expense, in protecting Tele-Cloud's proprietary rights. Unless agreed otherwise in writing by Tele-Cloud, the Tele-Cloud Software may be used only on a single computer or workstation. Tele-Cloud software designed for use on portable workstations may be installed on both a portable and a stationary computer but may not be used on both simultaneously. You may not install the Tele-Cloud Software on a network except to facilitate permissible installation of the Tele-Cloud Software on computers attached to the network. You warrant and guarantee that all users of the software shall be aware of and comply with the terms of this license.

Certain Tele-Cloud Software is provided for online use as part of the Tele-Cloud Services (the "Tele-Cloud Online Software"), and the use of such software may be subject to fees as outlined in this Agreement. The Tele-Cloud Online Software is hosted software which runs directly on Tele-Cloud's servers, and you may not download, install, store or make any copies of the Tele-Cloud Online Software, nor may you sublicense the Tele-Cloud Online Software. You agree not in any way to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, license, distribute, market or otherwise dispose of any portion of the Tele-Cloud Online Software or any copies thereof and not to assist any third party in doing so. The Tele-Cloud Online Software is designed to be used through the Tele-Cloud user interface and, as such, may be utilized by any authorized user from any computer or workstation. This license is automatically revoked upon termination of this Agreement. Tele-Cloud reserves the right to suspend the use of, modify or discontinue the Tele-Cloud Online Software for any or all customers at any time without notice. Certain Online Software is also Third-Party Software and is subject to the applicable provisions of this Agreement. Tele-Cloud may limit the functionality of any such third-party Online Software, in its sole discretion. Tele-Cloud provides its customers with the ability to order certain third-party software (the "Third Party Software"), depending on the hosting package ordered. Except for Third Party Software which is also Online Software, such Third-Party Software is delivered to Tele-Cloud Customers by mail and may be ordered via customer's control panel for a period of six months after the commencement of the Tele-Cloud Services. The license conditions governing the use of the Third-Party Software may differ from Tele-Cloud's own software licenses. Customers of Tele-Cloud are bound by the conditions of all licenses pertaining to such Third-Party Software and should make themselves familiar with their terms and conditions. Some such Third-Party Software is provided under license from Microsoft Corporation ("Microsoft Software"), and Customers using Microsoft Software are bound by the TERMS AND CONDITIONS Microsoft Software Products, which are incorporated herein by reference. Tele-Cloud does not provide Technical Support for the Third-Party Software. THE THIRD-PARTY SOFTWARE IS OFFERED "AS-IS." THE PROVISION AND OFFERING OF THIRD PARTY SOFTWARE BY Tele-Cloud DOES NOT CONSTITUTE AN ENDORSEMENT OF THE THIRD-PARTY SOFTWARE, NOR CAN Tele-Cloud MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE AND FUNCTIONALITY OF SUCH THIRD-PARTY SOFTWARE. In the event of termination of this Agreement, or upon any act which shall give rise to Tele-Cloud's right to terminate, or upon the expiration of the license for Tele-Cloud Software which is subject to a limited-duration license, any and all licenses granted under this Agreement shall terminate automatically, and you will remove, erase or destroy the Tele-Cloud Software and documentation and all copies thereof, wherever located, without demand or notice. Tele-Cloud may stop providing the Software or any updates thereto, including but not limited to the Online Software or the Third-Party Software, at any time without notice or any further liability to Customer. Software for International Customers is available for download only. Certain Software (including Third-Party Software) may not be available to International Customers.

**14. Choice of Law/Waiver of Jury Trial.** This Agreement shall be interpreted according to the laws of New Jersey, United States of America, and, where applicable, the federal law of the United States of America, without regard to conflicts of law principles. All claims under the Agreement must be brought in the home jurisdiction of Tele-Cloud.

In addition to the foregoing, YOU HEREBY AGREE THAT AS A PART OF THE CONSIDERATION FOR THIS AGREEMENT, YOU WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE ARISING BETWEEN YOU AND TELE CLOUD THAT IS IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, and that such waiver shall be enforceable up to and including the day that trial is to start, and

even if the arbitration provisions of this paragraph are waived. Neither you nor Tele-Cloud may be a representative of other potential claimants or a class of potential claimants in any dispute concerning or relating to this Agreement, nor may two or more individuals' disputes be consolidated or otherwise determined in one proceeding. YOU AND TELE CLOUD ACKNOWLEDGE THAT THIS SECTION WAIVES ANY RIGHT TO PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLASS ACTION.

**15. Confidentiality, Trademark, and Copyright.** During the course of this Agreement you may gain access to certain confidential, proprietary and trade secret business or technical information belonging to Tele-Cloud in connection with Tele-Cloud's performance of the Tele-Cloud Services ("Confidential Information"). You agree to preserve the confidentiality of all Confidential Information that is provided in connection with the Agreement, and shall not, without the prior written consent of Tele-Cloud, disclose or make available to any person, or use for your own or any other person's benefit, other than as necessary in performance of your obligations under this Agreement, any Confidential Information of Tele-Cloud. Tele-Cloud retains all right and title to such Confidential Information. Tele-Cloud is a service mark of Tele-Cloud, LLC All rights reserved. The trademarks, logos, and service marks displayed on this Tele-Cloud's web site (collectively, the "Marks") belong Tele-Cloud and/or its affiliates or third parties which have licensed those rights to Tele-Cloud ("Partners"); Tele-Cloud and Partners retain all rights to the Marks and nothing in this Agreement grants you or anyone else any right whatsoever to the use of the Marks. You may not use, reproduce, or display any Marks without their owner's prior written consent. All other trademarks, product names, and company names and logos appearing on Tele-Cloud's web site are the property of their respective owners. Unless expressly stated otherwise by Tele-Cloud, you should assume that all content, images, and materials appearing on this Web Site (collectively the "Tele-Cloud Content") are the sole property of Tele-Cloud. Both U.S. and international copyright laws and treaties protect such Tele-Cloud Content. You may not use, reproduce, display, or sell any Tele-Cloud Content without Tele-Cloud's prior written consent. You may not link to any page within Tele-Cloud's Web Site or frame any portion of the site without Tele-Cloud's prior written consent.

**16. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included. The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision.

**17. Non-Enforcement Does Not Constitute Waiver.** Failure of Tele-Cloud at any time to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder. No waiver of a breach of this Agreement shall be valid unless made in writing and signed by duly authorized representative of Tele-Cloud.

**18. Notices.** Tele-Cloud may provide notice to you via e-mail sent to the e-mail address provided by you upon registration or as subsequently provided by you to Tele-Cloud. Such notice is deemed effective whether you receive it or not and shall be deemed written notice for the purposes of this Agreement. You may provide notice to Tele-Cloud in one of the following ways: by personal delivery; by addressing the notice as indicated below and depositing the same by registered or certified mail, postage prepaid, in the United States mail, Tele-Cloud, 1129 Gaskins Road Richmond, VA 23238; By Federal Express; by facsimile transmission; or by e-mail and registered or certified mail. Such notice, statement or other document so delivered to Tele-Cloud, except as this Agreement expressly provides otherwise, shall be conclusively deemed to have been given when first personally delivered, on the date of delivery or on the first date of receipt. Notice by e-mail to Tele-Cloud shall be deemed ineffective, null and void unless a copy of such notice is also sent by registered or certified mail and postmarked not more than five days subsequent to the giving of e-mail notice. Any such e-mail notice to Tele-Cloud shall be deemed effective as of the date on which Tele-Cloud receives the certified or registered mail notice.

**19. Force Majeure.** In the event of "force majeure" (as defined below), Tele-Cloud may terminate this Agreement without liability to you. For purposes of the Agreement, "force majeure" shall mean circumstances or occurrences beyond Tele-Cloud's reasonable control, whether or not foreseeable at the time of entering into the Agreement, in consequence of which Tele-Cloud cannot reasonably be required to perform its obligations hereunder or otherwise perform its obligations under the Agreement. Such circumstances or occurrences include, but are not limited to: acts of God, war, civil war, insurrection, fires, floods, labor disputes, epidemics, governmental regulations and/or similar acts, embargoes, termination or temporary unavailability of any computer hardware or software, server, or network on which the Tele-Cloud Services are located or

maintained or through which the Tele-Cloud Services are provided, and non-availability of any permits, licenses and/or authorizations required by governmental authority. Tele-Cloud reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Tele-Cloud Services (or any part thereof) with or without notice. You agree that Tele-Cloud shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Tele-Cloud Services.

**20. No Assignment By You; Assignment By Tele-Cloud.** This Agreement and the rights pertaining hereto may not be assigned, resold, or otherwise transferred in whole or in part by you without Tele-Cloud's prior written consent. In particular, you may not sell accounts or subaccounts to third parties. Notwithstanding the above, this Agreement shall be binding upon your successors and assigns, if any. Tele-Cloud may assign or license any or all of its rights and/or obligations hereunder in its free, sole, and unfettered discretion.

**21. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and cancels all other prior agreements, discussion, or representations, whether written or oral. No officer, employee or representative of Tele-Cloud or you has any authority to make any representation or promise in connection with this Agreement or the subject matter thereof which is not contained expressly in this Agreement, and Tele-Cloud and you hereby acknowledge and agree that neither Tele-Cloud nor you have executed this Agreement in reliance upon any such representation or promise.

**22. Modification.** This Agreement may be materially altered by Tele-Cloud by posting the new version of the Agreement at Tele-Cloudp.Net and if posted in this manner, shall be effective immediately upon posting such notice. In the event that Tele-Cloud does materially change the terms of this Agreement, you accept and shall be bound by such changed terms unless you opt to terminate the Agreement within thirty days of the posting of notice of such change. You may not modify this Agreement, in whole or in part, and any such modification or attempt to modify shall not be enforceable unless reduced to writing and signed by a duly authorized representative of Tele-Cloud. No additional or conflicting term in any other document used by you will have any legal effect.

**23. Statute Of Limitations.** Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

**24. Employee Non-Solicit.** Customer shall not directly and shall ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by Tele-Cloud. If any employee of Tele-Cloud, as a result of active recruitment solicitation by you, becomes employed by you, you agree to pay TeleCloud at the time of such employment an amount equal to fifty (50%) of the employee's estimated income during the first year of employment. This paragraph does not pertain to unsolicited employees that voluntarily approach you for employment.