

## **NETSYSTEMS COMMUNICATIONS.**

### **TERMS OF USE, SERVICE AND LICENSE AGREEMENT**

THIS AGREEMENT, for the use of NETsystems Communications internet telephone service, is entered into immediately and without further action, by and between NETsystems Communications. (hereinafter referred to as "NETsystems, "we", "NETsystems Communciations"), a Florida corporation, and the Customer, including any Authorized User, both in their individual and corporate capacities, by using the Services (defined below). BY ACCEPTING THIS NETSYSTEMS TERMS OF USE, SERVICE AND LICENSE AGREEMENT (HEREINAFTER THE "AGREEMENT"), YOU AGREE TO, AND SUCH ACTION CONSTITUTES UNQUALIFIED ACCEPTANCE OF, ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. PLEASE READ THE AGREEMENT IN ITS ENTIRETY BEFORE PROCEEDING FURTHER WITH THE USE OF THE SERVICES AS YOU AND YOUR ORGANIZATION (IF ANY) ARE BOUND BY ALL OF ITS TERMS AND CONDITIONS. IF YOU ARE EXECUTING THIS AGREEMENT ON BEHALF OF A COMPANY, BY SIGNING OR CLICKING ACCEPT BELOW, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE COMPANY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT WHICH, AMONG OTHER THINGS, GOVERN THE PROVISION OF IMPLEMENTATION AND SUPPORT SERVICES BY NETSYSTEMS , AS WELL AS ANY USE OF NETSYSTEMS 'S INTERNET TELEPHONE SERVICE AND RELATED SOFTWARE APPLICATIONS (COLLECTIVELY HEREINAFTER, THE "SERVICES"). THE TERMS "YOU" OR "CUSTOMER" REFER TO THE INDIVIDUAL OR A LEGAL ENTITY, AS APPLICABLE, THAT REGISTERS FOR, RECEIVES AND/OR USES THE SERVICES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT REGISTER FOR, RECEIVE AND/OR USE THE SERVICES. YOUR USE OF THE SERVICES FOLLOWING YOUR RECEIPT OF NOTICE OF ANY CHANGE IN THESE TERMS OF SERVICE SHALL CONSTITUTE YOUR AGREEMENT TO THOSE CHANGES.

**The following policies are incorporated into this Agreement:**

**EMERGENCY 911 POLICY [911 Info and Policies](#)**

**PRIVACY POLICY - [Privacy Policy](#)**

#### **General Terms and Conditions**

1. **Price and Payment.** Customer will pay all non-recurring and recurring fees regulatory cost recovery fees and taxes billed by NETsystems to your account in accordance with billing terms in effect on the Service dates. Non-recurring fees are typically billed at the time the Service is ordered or as additional non-recurring services or products are purchased. Non-recurring fees include activation, configuration and custom recording Service fees and Hardware purchases. Activation, configuration and custom recording fees are non-refundable. Telephone, telephone accessory, fax ATA and networking equipment ("Hardware") purchases include the manufacturer's warranty, if any. Phone

accessory purchases are final. All other Hardware purchases maybe returned if an RMA (returned merchandise authorization) is obtained from NETsystems within 30 days of the original date of sale. All non-warranty Hardware returns are subject to a 20% restocking fee. Recurring fees are typically billed once per month and include charges for the current month and usage or adjustments from the prior month. User and other monthly recurring Service fees are billed in advance for the current month. Telephone call minutes where applicable (including but not limited to inbound and outbound local, long distance, international, toll free, and conferencing) and adjustments for additions, changes or deletions of certain monthly recurring services are billed one month in arrears. International telephone call rates vary by destination country, city, and band, and are subject to change by NETsystems from time-to-time without prior notice. Customer must provide NETsystems with valid auto payment information (credit card, debit card, or ACH/electronic check) as a condition to receive or use the Services. Customer is responsible for and agrees to update NETsystems with any changes to its billing and/or auto payment information (e.g., new or updated credit card, credit card expiration date or bank account information). By providing NETsystems with the auto payment information, you authorize NETsystems to charge your credit card or bank account for any amounts arising from or relating to the Services without further authorization from Customer. Notwithstanding any other provision of this Agreement, this Agreement is subject to change, modification, or cancellation as may be required or reasonably deemed necessary with or without prior notice by NETsystems pursuant to any order, rule or decision of a public utility commission, the Federal Communications Commission, state or federal government, state or federal court of competent jurisdiction. All taxes, regulatory fees, or other charge imposed by any governmental authority on Customer or NETsystems are in addition to the fees and charges of NETsystems and are the responsibility of Customer. In the event that any such taxes or fees are assessed upon NETsystems, NETsystems may pass through such charges to Customer or assess a regulatory cost recovery fee. It is the express intention of the parties that Customer, and not NETsystems, shall bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under this Agreement to Customer. NETsystems reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof, provided, however, that any such action shall be consistent with applicable federal and state laws, rules, and regulations and provided further that the failure to take any such action shall not limit Customer's responsibility for all usage of the Services. To the extent Customer is obligated to report and pay any applicable taxes or regulatory fees to a governmental agency, Customer hereby indemnifies NETsystems against any claim arising out of your failure to do so.

- 2. Term.** The Services are provided on a month-to-month basis and shall continue until terminated by either party in accordance with the terms of this Agreement. Either party may terminate this agreement with thirty (30) days written notice to the other party. In lieu of written notice NETsystems may instruct Customer to go to [www.Net-sys.net](http://www.Net-sys.net) and complete the online cancellation form. Customer is obligated to pay NETsystems for all

Service fees incurred, including minutes of use, through the termination date. Notwithstanding the foregoing, in the event Customer and NETsystems have entered into a separate written agreement for the Services, then any terms set forth in such agreement shall govern the relationship between the parties together with these Terms of Service. In the event of a conflict of terms between such other agreement and these Terms of Service, the other agreement shall control as to the conflicting terms and the remaining terms in these Terms of Service shall still apply.

3. **Non-Payment.** NETsystems reserves the right to either suspend or terminate your use of the Services and to terminate this Agreement if you fail to pay or if NETsystems is unable to successfully charge your auto payment account on file for the balance due on any invoice within five (5) days of the invoice due date or other notice requiring payment on your account. If NETsystems receives a cancellation notice from you and in accordance Section 2 above, you will be obligated to pay any outstanding balance incurred or due on your account, whether such balance has been billed to you or not. You agree that NETsystems may charge such unpaid balance to your auto payment account on file or otherwise bill you for such unpaid balance. Delinquent payments are subject to a late-payment charge of the greater of 1.5% of the outstanding balance, or the maximum amount allowed by law, whichever is higher and Customer shall pay all collection costs incurred by NETsystems (including, without limitation, reasonable attorney's fees).
4. **License Grant.** NETsystems hereby grants, and Customer accepts, a limited, non-exclusive, non-transferable, revocable license to use the Services for Customer's internal business use only. The grant of the license to use the Services is limited to the right of use in connection with the Services provided by NETsystems and shall not entitle Customer to use the Services in any other circumstance. Further, to the extent it can, NETsystems hereby grants, and Customer accepts, a limited, non-exclusive, non-transferable, revocable license to use and to display the audio and visual information, documents, products and software contained in or made available through the Services (the "Content") solely for Customer's own internal business purposes. All rights not expressly granted by NETsystems to Customer are hereby expressly retained by NETsystems. This license shall terminate immediately upon the termination or expiration of this Agreement regardless of the reason.
5. **Restrictions.** Customer shall not, and shall not permit any third party to, modify, decompile, reverse engineer, recreate, disassemble, or otherwise attempt to determine the makeup of the Services. Customer is permitted to store, manipulate, analyze, reformat, print, and display the Content only for its internal business purposes. Unauthorized use of the Content or Services, or the resale or sublicensing of the Content or Services, is expressly prohibited. You shall not transfer, make available, distribute, or assign the Content or Services, or this Agreement to any third party. You also shall not create an Internet "link" to the Services, or "frame" or "mirror" any Content contained on, or accessible from, the Services on any other computer server or Internet-based device.
6. **Third Party Interaction.** In your receipt or use of the Services, you may enter into correspondence with, purchase goods and/or services, or participate in promotions of

advertisers or sponsors showing their goods and/or services through the Service. Any such activity, along with any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. NETsystems shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party facilitated by the Services.

7. **Links to Third Party Sites.** NETsystems does not endorse any sites on the Internet which are linked through the Services, if any. NETsystems may provide these links to you only as a matter of convenience, and NETsystems shall have no liability, obligation or responsibility for any such any content, products, or other materials on or available from such sites or for any negative effect on Customer, or any hardware or software of Customer, that is caused, whether directly or indirectly, by Customer's interaction with any sites on the Internet which are linked through the Services.
8. **Customer Accounts.** Customer understands and agrees that administrative and individual user accounts are required to access the Services. User accounts may be accessed and used only by those individuals who are registered with and accepted by NETsystems as having a user account (an "Authorized User"). Customer may add additional Authorized Users in the course of receiving and/or using the Services, and in doing so, agrees to pay for all charges for the additional users accounts as specified in Section 1. Authorized Users may not be "shared" or used by more than one named individual, other than the administrative "operator" account that may be used by an appropriate number of individuals required to administer the use of Services within Customer's organization.
9. **Authorized User Responsibilities.** Customer is solely responsible for creating and protecting the confidentiality of all passwords, for restricting access to the Services to Authorized Users within your organization and for preventing unauthorized access both from within and from outside of your organization. The Customer or the Authorized User will specify a personal, non-transferable password. Customer is also solely responsible for any and all activities including toll fraud that occur during the use of the Services accessed through your online user account or through the use of any telephone devices registered with the account. Customer is responsible for ensuring that Authorized Users exit or log-off from their accounts at the end of each session of use. Customer shall notify NETsystems immediately of any unauthorized use of passwords or Authorized User accounts, any copying, reverse engineering or distribution of the Content or Services (or any attempt at these actions), or of any other breach or attempted breach of security that is known or suspected by Customer or an Authorized User. Notwithstanding this notice requirement, Customer shall use its best efforts to stop immediately any unauthorized use of passwords or Authorized User accounts, any copying or distribution of the Content or Services that is known or suspected. Except as expressly provided for herein, NETsystems shall not be responsible for any unauthorized access to, or alteration of, any transmissions, data, material or information sent or received, regardless of whether the transmission or data is actually received by NETsystems, during the use of the Services or caused by the failure of the Customer or any Authorized User to abide by this Agreement.

10. **Account Information and Data.** NETsystems does not own any data, information or material that Customer creates in or transmits through to the Services ("Data"), unless otherwise stated by NETsystems. Except as set forth herein or otherwise required by federal, state or local laws, regulations, or court orders, NETsystems will not monitor, edit, or disclose any information regarding you or your account, including any Data, without your prior permission, except in accordance with this Agreement. NETsystems may use or disclose such information, including Data, to enforce this Agreement, to provide the Services, to bill for the Services, to respond to technical problems with the Services, to protect NETsystems's rights or property, and to protect against fraudulent, abusive or unlawful use of the Services. In addition, NETsystems may provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties, but such information will not include any identifying information. Customer, not NETsystems, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and, except as provided for herein, NETsystems shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. Customer understands and agrees that it shall be Customer's sole obligation to take, and that it will take, all measures necessary to protect its Data, including without limitation, the timely backup of all Data on one or more systems that operate independently from the system associated with the Services.
11. **Use, Storage and Other Limitations.** NETsystems reserves the right to establish or modify general practices and limits concerning use of the Services, including without limitation, the maximum number of days that Content will be retained by the Service, the maximum disk space that will be allotted on servers owned and/or operated by NETsystems on your behalf, the maximum utilization of telephone lines and minutes and the maximum number of e-mails or faxes transmitted, if any. Where practical, NETsystems will provide you with prior notice of such new or modified practices. NETsystems offers calling plans that are described as including unlimited minutes of use. NETsystems reserves the right to review usage of unlimited plans to ensure "Fair Use" and reserves the right to, at any time, charge for all minutes of use in excess of Fair Use at the then current rate for metered domestic calling plans or to immediately terminate Customers' accounts without advance notice. "Fair Use" means the combined number of off-net outbound minutes plus local inbound minutes and fax pages does not substantially exceed the average use for all other NETsystems unlimited plan Customers as measured on a per user basis. Fair Use prohibits any activities that result in excessive usage including, but not limited to, auto dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting, fax blasting or transmitting broadcasts or recorded messages.
12. **Authorized User Conduct.** Federal and state laws may govern use of the Service. Customer hereby agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with use of the Services. Customer acknowledges that NETsystems merely provides the Services, and that the responsibility to use the Service in a lawful manner lies solely with Customer. Customer further agrees to abide by all Terms of Service as set forth herein and other policies or

guidelines as stated on NETsystems website [www.Net-sys.net](http://www.Net-sys.net) and as amended and supplemented from time to time. In addition, without limitation, Customer agrees not to use the Services: (a) in connection with sending unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (b) to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (c) to transmit through or post with the Services unlawful, harassing, libelous, abusive, harassing, tortious, defamatory, threatening, harmful, invasive of another's privacy, vulgar, pornographic, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way under the law or otherwise; (d) to transmit or knowingly to accept any material that may infringe the intellectual property rights or other rights of third parties, including, but not limited to, trademark, copyright or right of publicity; (e) to transmit or knowingly to accept any material that contains software viruses or other harmful or deleterious computer codes, files or programs such as, but not limited to, Trojan horses, worms, time bombs or cancelbots; (f) to interfere with, disrupt, attempt to interfere with or disrupt computer servers or networks connected to the Services or violate the regulations, policies or procedures of such networks; (g) to attempt to gain unauthorized access to or to gain access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means; or (h) to harass or interfere with another user's use and enjoyment of the Services, whether or not they are an Authorized User; and (i) to unlawfully record conversations in violation of applicable federal and state law.

13. **Termination.** NETsystems , in its sole discretion, may suspend or terminate your password, account or receipt and/or access to or use of the Services, as well as all Data associated therewith, and remove, return or dispose of any Data within NETsystems 's control, immediately and without notice if NETsystems suspects fraudulent or illegal use of the Services. NETsystems may also suspend or terminate your password, account or receipt and/or access to or use of the Services, as well as all Data associated therewith, and remove, return or dispose of any Data within NETsystems 's control, if You breach this Agreement and fail to cure such breach within ten (10) days following receipt of written notice thereof. You may terminate this Agreement if NETsystems breaches this Agreement and fails to cure such breach within ten (10) days following receipt of written notice thereof. If Customer is not in breach of this Agreement, and requests in writing within ten (10) days of termination, NETsystems shall make available a file containing up to six months of Customer call detail records and three months of Customer voicemails and call recordings to the extent they are available on NETsystems 's system as of the date of the request. NETsystems shall have no obligation to make such Data available if this Agreement is terminated because of Customer's breach or where Customer has failed to pay any amount billed by NETsystems in a timely manner. Customer expressly acknowledges and agrees that NETsystems shall have no liability whatsoever to Customer where it fails or is unable to make available Data to Customer following the termination of this Agreement. In addition, NETsystems may terminate an Authorized User if they do not first log-on and use the Service within thirty (30) days

after registration or ninety (90) days has transpired since User's last use of the Service. NETsystems may terminate this Agreement in the event that Customer does not first log-on and use the service within thirty (30) days after entering it or ninety (90) days has transpired since Customer's last use of the Service. Upon termination of an Authorized User or this Agreement pursuant to this Section 13, the Authorized User's and Customer's rights to use such account and/or the Services shall immediately cease, and NETsystems shall have no obligation to maintain any Data within its control or to make available any Data to Customer or any third party. Customer acknowledges that in the event of any Service termination or cancellation, all telephone numbers associated with your account are released and may not be available to you for porting to a new carrier or upon Service reactivation with NETsystems . If Customer elects to terminate service with NETsystems , Customer must submit a cancellation request at [www.Net-sys.net/support/](http://www.Net-sys.net/support/) and open a trouble ticket requesting cancellation and the effective date.

14. **Proprietary Rights.** The license granted herein shall not be deemed to grant Customer any right, title or interest in or to the Services or any Content and, in all circumstances NETsystems shall be deemed to retain all right, title and interest, including copyright and all other intellectual property rights, in and to the Services and Content. All rights not expressly granted by NETsystems to Customer are hereby expressly retained by NETsystems , and nothing herein shall be deemed to authorize the Customer to use any trademark or service mark of NETsystems . The Customer shall not remove or alter any copyright and/or trade secret notice affixed to any of the Services or Content.
15. **Cookies.** Where applicable, cookies are files that your web browser may place on your computer's hard drive and are used to tell NETsystems whether an Authorized User has used the Services previously. NETsystems may use a persistent cookie to help save and retrieve Authorized User names and other information. NETsystems may issue a session cookie only to record encrypted authentication information of the Authorized User for the duration of a specific session. The session cookie does not include either the username or password of the Authorized User. You agree to allow NETsystems to place cookies on any computer connecting to the Service, and to allow all such cookies to reside thereon for the term of this Agreement. NETsystems shall not be liable for any negative effect that the placement of one or more cookies may have on the operation of your computer hardware or software, including without limitation, any loss of data, and you expressly waive any and all claims that you may have against NETsystems arising, whether directly or indirectly, out of such placement.
16. **Local Laws and Export Control.** NETsystems controls and operates the Services from a location in the United States of America and is subject to the United States Export Administration Laws and Regulations. NETsystems makes no representation that the Services are appropriate or available for use in location outside the United States of America. If you use the Services from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation telecommunication, export, and import regulations of other countries. Any diversion of the Services or Content contrary to United States' law is prohibited and is grounds for immediate termination of Service. None of the Services or Content, nor any information

acquired through the use of the Services, has or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor is or will be used for nuclear activities, chemical biological weapons, or missile projects, unless specifically authorized by the United States Government for such purposes. You shall comply strictly with all United States export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

17. **Disclaimer of Warranties.** NETSYSTEMS AND ITS LICENSORS (IF ANY), MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY OF THE CONTENT, THE DATA OR OTHER INFORMATION OR DATA OBTAINED THROUGH THE USE OF THE SERVICES. NETSYSTEMS AND ITS LICENSORS, IF ANY, DO NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY, RELIABILITY OR WORKMANSHIP OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED IN A TIMELY MANNER OR AT ALL; OR (VI) THE TECHNOLOGY AND TELECOMMUNICATIONS INFRASTRUCTURE THAT MAKE THE SERVICES AVAILABLE ARE OR WILL BE FREE OF ERROR, MALFUNCTIONS, VIRUSES OR OTHER HARMFUL OR DEFECTIVE COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY EXPRESSLY AND CONSPICUOUSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY NETSYSTEMS COMMUNICATIONS. AND ITS LICENSORS (IF ANY). ANY TELEPHONE OR COMPUTER EQUIPMENT PURCHASED THROUGH OR FROM NETSYSTEMS MAY INCLUDE A WARRANTY FROM THE MANUFACTURER, WHICH SHALL BE SOLELY BETWEEN YOU AND THE MANUFACTURER.
18. **Limitation of Liability.** IN NO EVENT SHALL NETSYSTEMS 'S AGGREGATE LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER IN THE CALENDAR MONTH IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL NETSYSTEMS AND/OR ITS LICENSORS (IF ANY) BE LIABLE TO ANYONE, CUSTOMER, AN AUTHORIZED USER OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, STATUTORY, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OF ANY KIND WHATSOEVER, OR FOR ANY LOSS OF DATA, LOST PROFITS, BUSINESS OR REVENUE, LOSS OF USE OR GOODWILL, USE, OR OTHER LOST ECONOMIC ADVANTAGE, ARISING OUT OF OR RELATED IN ANY WAY WHATSOEVER OR CONNECTED TO THE SERVICES, CONTENT, THIS AGREEMENT (OR THE BREACH HEREOF) OR ANY CONTENT, INFORMATION OR DATA OTHERWISE OBTAINED FROM OR THROUGH THE SERVICES, WHETHER SUCH

CLAIMS ARE BASED ON BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, ANY FEDERAL OR STATE STATUTORY CLAIM, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF NETSYSTEMS OR ITS LICENSORS (IF ANY) KNEW (ACTUALLY OR CONSTRUCTIVELY), SHOULD HAVE KNOWN, OR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE. THE FOREGOING LIMITATION SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. CUSTOMER UNDERSTANDS AND AGREES NETSYSTEMS IS NOT OBLIGATED TO PROVIDE A SERVICE CREDIT TO CUSTOMER'S ACCOUNT AS A CONSEQUENCE OF ANY PLANNED DOWNTIME OR UNPLANNED INTERRUPTION IN SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NETSYSTEMS SHALL HAVE NO LIABILITY WHATSOEVER IN THE EVENT CUSTOMER HAS, EITHER UNDER NETSYSTEMS 'S DIRECTION OR CUSTOMER'S OWN DOING, MISCONFIGURED ANY TELEPHONE OR OTHER DEVICE CONNECTING TO THE SERVICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATION OF NETSYSTEMS 'S LIABILITY IS A MATERIAL TERM TO NETSYSTEMS AND THAT IT WOULD NOT OTHERWISE ENTER INTO THIS AGREEMENT WITHOUT THIS LIMITATION, AND THAT CUSTOMER AGREES THESE LIMITATIONS ARE REASONABLE.

19. **Additional Rights.** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.
20. **Indemnification.** Customer hereby agrees to indemnify and hold NETsystems , its licensors, and each such party's parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with Customer's receipt and/or use of the Services, Content and/or Data (including any actual or alleged infringement of any third party's intellectual property or rights) or Customer's breach of any of the terms and conditions of this Agreement.
21. **Submissions.** NETsystems alone will own all right, title and interest, including all related intellectual property rights, to any suggestions, ideas, feedback, recommendations, or other information provided by you relating to the Services or otherwise ("Submissions"), and you agree to assign such Submissions to NETsystems free of charge and to waive any and all right to any compensation should NETsystems elect, in its discretion, to implement, sell or otherwise utilize such suggestions, ideas, feedback, recommendations, or other information provided by you. Customer agrees to perform, during and after the term of this Agreement, all acts deemed necessary or desirable by NETsystems to permit and assist it in evidencing, perfecting, obtaining, maintaining, defending and enforcing rights and/or Customer's assignment with respect to such assigned rights to the Submissions. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. NETsystems may use such Submissions as it deems appropriate and in its sole discretion.
22. **Notice.** NETsystems may give notice to Customer by means of a general notice through the Services, a voice mail through the Services, a general notice on the NETsystems web

site [www.Net-sys.net](http://www.Net-sys.net), an e-mail to the address on record in NETsystems 's account information, or by written communication sent by first class mail to your address on record in NETsystems 's account information. Customer may give notice to NETsystems (such notice shall be deemed given when received by NETsystems ) at any time by sending a letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to NETsystems at the following address: NETsystems Communications., PO BOX 533322 Orlando Florida 32853-3322 or our physical address at 3670 Maguire Blvd Suite 105, Orlando FL 32803

23. **Disputes.** Customer shall give the NETsystems written notice of the dispute within ten (10) days of the date shown on an invoice. Such notice shall include a complete description of all bases for each dispute and shall include all documents necessary for NETsystems to evaluate each dispute. The existence of a validly filed dispute shall in no way relieve Customer of its obligation to pay all amounts billed by NETsystems in a timely manner, excluding any disputed amounts. Failure by Customer to provide notice, description or documents within such ten (10) day period shall constitute an irrefutable presumption that all billed amounts are correct, due and owing. In the event that a proper dispute arising out of or relating to this Agreement is provided, the parties will attempt to resolve such dispute in good faith through negotiation. In the event a resolution cannot be reached within fifteen (15) days of the submission of a dispute, such controversy or claim shall be negotiated between senior executives of the parties who have authority to settle the dispute. If the party's fail to resolve such a dispute within thirty (30) days of the disputing party's notice, either party may seek resolution to the dispute through arbitration as set forth below.
24. **Dispute Resolution.** All disputes arising out of or related to the provision of any Service by NETsystems to Customer shall be resolved by binding arbitration. All arbitrations shall be filed in Orange County, Florida. The arbitration shall be conducted before a single arbitrator in accordance with the commercial rules and practices of the American Arbitration Association then in effect. The arbitrator shall have the power to order specific performance if requested. Any award, order, or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. All such arbitration proceedings shall be conducted on a confidential basis. A failure, by any party, to appear and participate in arbitration proceedings will permit the participating party to obtain a default award. The arbitrator may, as part of the arbitration award, permit the prevailing party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration.
25. **Modification to Terms.** NETsystems reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Services by giving Customer ten (10) days notice of any change and by publishing such changes at [www.Net-sys.net/tos](http://www.Net-sys.net/tos). Customer's continued use of the Services after any such modifications shall constitute consent to such changes.

26. **Waiver.** No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by an authorized NETsystems representative. No consent by an NETsystems representative to, or waiver of, a breach or default by the Customer, whether expressed or implied, shall constitute a consent to or waiver of, any subsequent breach or default.
27. **Assignment.** Neither this Agreement, nor any rights or obligations under it may be assigned by Customer without the prior express written consent of NETsystems .
28. **Partial Invalidity.** If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render this Agreement unenforceable, but rather this Agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of this Agreement, the Parties shall promptly attempt to negotiate a substitute therefore.
29. **Entire Agreement.** This Agreement, together with any attached schedule(s) or attachment(s), and all service orders, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Service. This Agreement supersedes any and all prior agreements between NETsystems and Customer with respect to the provision of Services. As of the Effective Date hereof, all said prior agreements shall be rendered null and void and have no further force or effect. Further, as of the Effective Date hereof, any and all Service provided pursuant to said prior agreements, if any, shall henceforth be governed by and provided subject to the terms of this Agreement.
30. **Relationship of Parties.** Neither this Agreement nor the provision of Service hereunder shall be deemed to create any joint venture, partnership or agency between NETsystems and Customer. The parties are independent contractors and shall not be deemed to have any other relationship. Neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its intentional or negligent act.

This contract is the entire and only agreement between you and NETSYSTEMS COMMUNICATIONS with respect to the System and Services provided herein.. It replaces any earlier oral or written understandings or agreements regarding the System and related Services. It does not replace or modify any other agreement you may have with NETSYSTEMS COMMUNICATIONS for other systems and/or services. It may only be changed by a written agreement signed by you and accepted by us. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the agreement shall remain in force. You agree that this Agreement shall be governed by the laws of Florida. The interpretation of this Agreement shall not be construed against the preparer of the Agreement.

By signing this agreement or clicking this box I acknowledge that I am authorized by my company to enter into this agreement and accept the Terms and Conditions and

understand that I must sign and return the copy that will be provided with the system before service can be activated.

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Authorized Subscriber Signature

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Date

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Printed Name and Title

