

Thank you for choosing services provided by HML Technology, a service of Ideacom Solutions Group, LLC. As a customer, your contract with us consists of your service agreement which incorporates by reference the Standard Terms and Conditions which are detailed below.

**1. Term.** The term of this Agreement ("Term") begins on the date that End-User purchases Services and continues monthly for the duration of the service period. At the end of the current Term, the Term is automatically renewed unless End-User provides ISG, prior to the end of the current Term, notification of intention to terminate the service. End-User agrees to pay for Services for the duration of the Term. Expiration of the Term does not alleviate End-User of responsibility for paying all unpaid, accrued charges due hereunder. The term "Agreement" shall include any and all Exhibits attached hereto and any and all Addendums attached hereto on or before the date of execution by ISG or later Addendums executed by the parties to this Agreement which reference this Agreement. The parties signing this Agreement represent that they have the authority to bind their respective employers.

**2. Lost, Stolen, Altered or Broken.** End-User shall not modify the Equipment in any way without the express written permission of ISG. End-User shall not use the Equipment except with the Services provided hereunder. Except as otherwise provided for hereunder, End-User is responsible for all lost, stolen or broken Equipment and may be required to purchase a replacement to continue service. Replacement charges will be based on the fair retail price of equipment, plus applicable shipping costs and taxes. End-User shall immediately notify Partner of any lost or stolen Equipment and shall cooperate with ISG in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At ISG's sole option, failure to report lost or stolen equipment in a timely manner will cause End-User to be responsible for all service fees accrued until the time that ISG is informed of the loss or theft and can effect a termination of the Services.

**3. Prohibited Uses.** Any use of the Services or any other action that causes a disruption in the network integrity of ISG or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services. End-User understands that neither ISG nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. End-User agrees that it will NOT use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network. End-User agrees and represents that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer or make a charge for the Services or the Equipment without the advance express written permission of ISG. Use of service shall not include certain activities including, but not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with small business usage, unless specifically agreed to otherwise in writing by ISG and End-User.

**4. Equipment.** In offering the Services, ISG may supply Equipment to End-User. It is understood and agreed that Title to the property listed herein shall remain with ISG. End-User shall be required to obtain authorization from ISG to return any Equipment. ISG will replace Equipment only if the Equipment is deemed to be defective. ISG will not cover replacement for lost, stolen, mistreated or modified equipment.

#### **5. 911 Emergency Dialing.**

**a. 911 Dialing.** 911 Dialing will be implemented and operational with the Dialing. Service may not be used in any geographical area different from that reported to ISG as the Customer's installation site. With E911 service, when you dial 911, your telephone number and registered address is 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. By using this Service, 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.

**b. Registration of Physical Location Required.** For each phone number that you use for the Service, you must register with ISG the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near the address as registered by ISG during the initial installation.

**c. Confirmation of Activation Required.** The 911 Dialing feature will not be activated for any phone line that you are using with the Service, unless and until you receive an email from us confirming that the 911 Dialing feature has been activated for that phone line and that you have successfully reached the 911 service by dialing 911 from your ISG provided device and confirmed the registration address with the 911 dispatcher.

**d. Outages due to Electrical, Internet or other General Failures.** End-User acknowledges that the Services will not function in the absence of electrical power, access to the Internet or other general failures associated with the VOIP network. End-User acknowledges that the Services will not function if there is an interruption of End-User's broadband or high-speed Internet access service.

**e. Non-Voice Systems.** End-User acknowledges that the Services are not set up to function with out-dialing systems including security systems, fire alarm systems, medical monitoring equipment, satellite television systems and some facsimile systems. By consenting to these terms and conditions, End-User waives any claim against ISG for interruption or disruption of such systems by the Services.

#### **6. Billing, Charges and Payment.**

**a. Credit Terms.** All Services provided to End-User and covered by the Agreement shall at all times be subjected to credit approval or review by ISG. End-User will provide such credit information as is requested by ISG at any time. ISG, in its sole discretion and judgment, may discontinue credit at any time without notice.

**b. Billing.** ISG will e-mail to End-User a monthly on-line invoice for the Services and bill all charges invoiced to End-User's account to the End-User credit card. Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. Monthly service fees are paid in advance of each month's service; toll charges and any other applicable charges are billed at the end of each month's service. Thereafter, billing for monthly phone services will occur in advance of the month the Services are provided, whereas billing for any toll or long-distance charges will occur in arrears.

**c. Late/Non-payment.** If any charges for the Services are due but unpaid for any reason including, but not limited to, non-payment or declined End-User credit card charges, ISG may suspend or terminate the Services and all accrued charges shall be immediately due. ISG may charge End-User interest (at 1.5% per month or the maximum allowable rate, whichever is less) on those charges and a late fee (to the extent allowable by law) of 10% of the past-due balance. If End -User fails to pay ISG within 30 days of billing date, ISG has the right to disconnect the Services without notice and/or send to collection. Upon disconnect, End-User agrees to immediately pay all amounts owed to ISG. ISG reserves the right to charge End-User a \$50.00 re-establishment of service fee. Upon disconnect a valid credit or debit card will be required to reinstate service. If payment is not made in full within 60 days, ISG has the right to repossess the End-User Equipment to offset monies owed without liability for damage or trespass.

**d. Taxes.** Prices for the Services do not include any applicable customs duties, sales, use, value added, excise, federal, state, local, universal service fund, public utility or other similar taxes. All such taxes shall be paid by End-User and will be added to any amounts otherwise charged to End-User unless End-User provides ISG with an appropriate exemption certificate. If any amounts paid for the Services are refunded by ISG, applicable taxes may not be refundable.

**e. Credits.** End-User acknowledges and agrees that the Services are provided "as is, where is." Credit allowances are under the sole discretion of ISG.

**f. Discounts.** From time to time in its sole discretion, ISG may offer promotions or discounts on activation or other fees. Any promotion or discount codes must be entered by End-User upon purchase of the Services. End-User shall not be entitled to a subsequent credit for such promotions or discounts, if not requested at the time of account initiation or change of service.

**g. Billing Disputes.** End-User must dispute any charges for the Services within thirty (30) days of receipt of the monthly e-mailed invoice or End-User waives any objection.

## **7. Terms and Conditions.**

The terms and conditions stated herein are in lieu of and replace any and all terms and conditions set forth in any documents issued by End-User, including, without limitation, purchase orders and specifications. Any additional, different, or conflicting terms and conditions on any such document issued by End-User at any time are hereby objected to by ISG, and any such documents shall be wholly inapplicable to any sale made or service rendered hereunder and shall not be binding in any way on ISG. No waiver or amendment to this contract or these terms and conditions shall be binding on ISG, unless made in writing expressly stating that it is such a waiver or amendment and signed by a duly authorized representative of ISG. Any ISG services or products ("Services") made available to End-User shall be governed by the terms and conditions herein. By activating the Services, End-User acknowledges receiving, reading and understanding this Agreement and accepts the terms and conditions herein. End-User acknowledges that they are of legal age to enter into this Agreement.

**8. Tolls.** If applicable, every call to or from Equipment using the Services that originates or terminates in the Public Switched Telephone Network ("PSTN") is subject to the then-applicable toll charges that are associated with the respective Plan ordered by End-User. Every call to or from Equipment using the Services that originates or terminates with a SIP service provider that is not affiliated or associated with ISG will also count as PSTN minutes and be subject to the then-applicable toll charges that are associated with the respective Plan ordered by End-User. As applicable, domestic long distance calls are billed in six (6) second increments. As applicable, calls to a phone number outside the United States and Canada to a non-ISG account will be charged at the current rates published on the ISG website. The duration of each call from the US to international destination is to be calculated in six (6) second increments after a thirty (30) second minimum. As applicable, calls to Mexico are rounded to the minute.

**9. Telephone Number.** Telephone numbers provided by ISG ("Number") to the End-User shall be leased and not sold. End-User is not to use the Number with any other device other than the Equipment without the express written permission of ISG. ISG reserves the right to change, cancel or move the Number at its sole discretion. If, however, the End-User chooses to 'port' their existing phone number into the ISG VoIP service, the End-User shall also be able to 'port' the number out of the ISG network upon termination of service if the End-User has maintained an account in good standing with ISG.

**10. Limited/Unlimited Minutes Usage Plans; Changes to the Agreement, Services or Plan.** ISG reserves the right to review usage of unlimited minute usage plans to ensure that there is no End-User abuse of such plans. End-User agrees to use unlimited minute plans for normal voice calls and will not employ methods or devices such as auto-dialers or predictive dialers to take advantage of unlimited plans by using service excessively or for means not intended by ISG. ISG may terminate service immediately if, in its sole discretion, End-User is abusively using the unlimited minute plan.

ISG reserves the right to make changes to the terms and conditions of this Agreement, the Services and/or the Plan ("Change of Service"). In the event of a Change of Service, ISG will post the Change of Service on the ISG website. Notice will be considered received by End-Users and such changes will become binding to End-Users, on the date the changes are posted to the website ("Change Date"), and no additional notice will be required. ISG will post all changes thirty (30) days in advance of the effective date of change, with the exception of international calling rates, which require only 24 hours notice. If End-User does not send ISG notification of its desire to terminate this agreement or uses the Service after the Change Date, End-User is deemed to have accepted and consented to the change of terms and conditions of the Service. If End-User does not consent to the change of service and terminates this agreement, End-User will be responsible for any sums due hereunder in addition to any applicable Disconnection Fee. End-User may request a Plan change at anytime, subject to any applicable change of service fee and additional terms and conditions. For a Plan change to a plan that requires a purchase of the Equipment, an equipment charge may apply. ISG may decrease prices for the Services or Plans without providing any prior notice to End-User.

**11. Termination.** End-User agrees to provide ISG with thirty (30) days notice of termination. End-User shall be responsible for the full monthly service fee for the month during which the notice of termination of service is provided to ISG. ISG reserves the right, at its sole discretion, to suspend, terminate or change the Services without advanced notice for any reason, including without limitation, misuse of the Services in any way, End-User's breach of this Agreement, End-User's failure to pay any sum due hereunder, suspected fraud or other activity by End-User that adversely affects the Services, ISG, ISG's network or other End-Users' use of the Services. ISG reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and End-User agrees that ISG's determination is final and binding on End-User. ISG may require an activation fee to change or resume a terminated or suspended account.

**12. Privacy.** ISG utilizes the public Internet and third party networks to provide voice and video communication services. Accordingly, ISG cannot guarantee the security of voice and video communications of End-User. ISG is committed to respecting End-User's privacy. Once End-User chooses to provide personally identifiable information, it will only be used in the context of the End-User's relationship with ISG. ISG will not sell, rent, or lease End-Users' personally identifiable information to others. Unless required by law or subpoena or if End-User's prior permission is obtained, ISG will only share the personal data of End-User with business partners that are acting on ISG's behalf to complete the activities described herein. Such ISG entities and/or national or international business partners are governed by ISG's privacy policies with respect to the use of this data. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, ISG may disclose personally identifiable information.

**13. Technical Support.** ISG will make available technical support to End-Users via telephone and e-mail for the Services and the Equipment provided. Support for other applications and uses is not provided or implied unless agreed to in writing by ISG and End-User.

**14. Breach.** In the event of End-User's breach of the terms of the Agreement, including without limitation, failure to pay any sum due hereunder, End-User shall reimburse ISG for all attorney, court, collection and other costs incurred by ISG in the enforcement of ISG's rights hereunder and ISG may keep any deposits or other payments made by End-User. Breach will occur if either party does not fulfill its obligations under this Agreement and such Breach is not cured within fifteen (15) days of written notice by the other party. Specifically relating to payment of

Recurring Service Fees, the End-User will be in Breach of this Agreement if End-User has not paid its invoice within sixty (60) days of the date the invoice is due, with no notice required. Nothing in this Section shall supersede any other provision granting ISG the right to immediately terminate or suspend Services under certain circumstances. If End-User is in Breach of this Agreement, ISG may discontinue all Services to End-User.

**15. Indemnification.** End-User agrees to defend, indemnify and hold ISG, its affiliates and its vendors harmless from any claims or damages relating to this Agreement.

**16. Disclaimer of Consequential Damages.** In no event shall ISG or its vendors be liable for any special, incidental, indirect, punitive or consequential damages or for any damages, including but not limited to loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use services or products provided hereunder whether due to a breach of contract, breach of warranty, the negligence of ISG or its vendors or otherwise.

**17. Warranty and Liability Limitations.** ISG makes no warranties, express or implied, including, but not limited to, and implied warranties of merchantability or fitness for a particular purpose. Neither ISG nor its vendors will be liable for unauthorized access to ISG's or End-User's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of End-User'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 ISG's or its vendors' negligence. Any claim against ISG must be made within 90 days of the event of the claim and ISG has no liability thereafter. ISG's liability is limited to repair, replacement, credit or refund. ISG may elect to provide a refund in lieu of credit, replacement or repair. All warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, modification, improper installation, or repairs by anyone other than ISG. In no event shall ISG's total liability hereunder exceed the amounts paid by the End-User to ISG in the prior three (3) months from the date of claim.

**18. Export Compliance.** End-User agrees to comply with U. S. Export laws concerning the transmission of technical data and other regulated materials via the Services. End-User agrees to comply with applicable local, state and federal regulations governing the locality in which the Equipment and Services are used.

**19. Phone Numbers and Web Portal Discontinuance.** Upon expiration, cancellation, or termination of the Services, End-User shall relinquish and discontinue use of any Numbers, voice mail access numbers and/or web portals assigned to End-User by ISG or its vendors.

**20. Software Copyright.** Any software used by ISG in connection with the Services and any software provided to End-User in conjunction with providing the Services are protected by copyright law and international treaty provisions. End-User may not copy the software or any portion of it.

**21. Survival.** The provisions of sections 4, 5, 7, 14, 15, 16, 17 and 19 shall survive any termination of the Agreement.

**22. Notices.** ISG communicates with its End-Users primarily via email. Notices to End-User shall be sent to the email address specified by End-User at the time of registration for the Services or as subsequently specified by End-User ("Email Address"). End-User is responsible for notifying ISG of any Email Address changes. End-User 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 End-User read any email sent to the Email Address in a timely manner in order to avoid any potential interruption in the Services provided hereunder.

**23. Force Majeure** Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of nature, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance

#### **24. Governing law / Resolution of Disputes.**

##### **a. Mandatory Arbitration.**

Any dispute or claim between End-User and ISG arising out of or relating to the Service or Equipment provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. Customer acknowledges that this arbitration provision constitutes a waiver of any right to a jury trial.

##### **b. Governing Law.**

The Agreement and the relationship between you and ISG shall be governed by the laws of the State of Florida without regard to its conflict of law provisions. End-User and ISG agree to submit to the exclusive jurisdiction of the courts located within the state of Florida for purposes of entering any arbitration award hereunder or for any other litigation hereunder. The failure of ISG to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. End-User 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 the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**25. Entire Agreement.** This Agreement and associated Exhibits represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral. This Agreement may be modified only through a written instrument signed by both parties. Both parties represent and warrant that they have full corporate power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement and the person whose signature appears below is duly authorized to enter into this Agreement on behalf of the respective party. Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of the Agreement will remain in full force and effect. If a conflict arises between End-User's purchase order terms and this Agreement, this Agreement shall take precedence. This agreement shall be binding upon the heirs, successors, and assigns of ISG and End-User.

**26. Interpretation of Agreement.** No provision of this Agreement will be interpreted in favor of End-User or against ISG by reason of the fact that ISG has drafted this Agreement.

**27. Recurring Service Fees.** ISG will begin billing for recurring Service Fees on the Installation Date; If, however, End-User is unable to use the Services commencing on the Installation Date solely as a result of delays caused by ISG (this does not include delays caused by third party service provider or delays in telephone number porting), then the Installation Date herein shall be extended one day for each day of delay caused by ISG.

**28. Relationship of Parties.** ISG and End-User are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between ISG and End-User. Neither ISG nor End-User will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

**29. Initial Activation Charge and 1<sup>st</sup> Month Service Charge.** The initial Activation Charge for the services being provided with this Agreement plus the 1<sup>st</sup> month Service Charges are due and payable upon execution of this agreement by End-User. ISG will not schedule or commence installation, initiation and Service unless and until it has received payment in full of all Activation Charges and 1<sup>st</sup> month Service Charges. All charges are to be paid monthly in advance by credit card as described above. Adjustments if any based on usage will be billed in arrears.

**30. Disclaimer of Warranty; Limitation of Liability;**

**ISG MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ISG WILL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY INCLUDING BUT NOT LIMITED TO LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, OR SERVICE INTERRUPTIONS. ISG 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 ISG NETWORK OR THE INTERNET IS AT YOUR OWN RISK. ISG SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF THE INFORMATION OBTAINED THROUGH ITS SERVICE. IN NO EVENT WILL ISG LIABILITY FOR ANY CLAIM (WHETHER IN TORT, CONTRACT, OR OTHERWISE) EXCEED THE AMOUNT PAID BY END-USER FOR THE SERVICE IN THE PRIOR SIX (3) MONTHS.**