



TERMS AND CONDITIONS

These Advanced Digital Systems, LLC and ARCE Brands (ADS) Terms of Service apply to the use of products or services provided by Advance Digital Systems, LLC to the person or entity identified in a valid and binding Sales Quotation or Sales Order (the "Subscriber") and are an integral part of the agreement between Advanced Digital Systems and Subscriber. The Subscriber and ADS are sometimes collectively referred to herein as the "Parties," or individually as a "Party". By ordering, purchasing or using the Services, Subscriber agrees to be bound by these Terms, which among other things, require mandatory arbitration of disputes instead of a jury trial and limit ADS liability.

ACCOUNT OWNERSHIP

The Account owner shall be the legal entity (e.g., corporation, partnership, individual) that signs up for the Services with ADS. If no legal entity is provided upon sign-up, the Account owner shall be the owner of the credit card used to open the Account. Subsequent changes to ownership must be supported by appropriate legal documentation. ADS shall not adjudicate ownership-related disputes, or any other internal business dispute. If ADS is unable to determine the valid owner of the Account, ADS reserves the right to suspend or terminate the Account and Services.

The Subscriber agree not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Applications or Services or any part thereof without ADS's prior written consent. If The Subscriber are interested in reselling products or services offered by ADS The Subscriber are encouraged to join ADS's affiliate network.

No Modifications. The Subscriber agree not to undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Applications or Services, or any parts thereof. The Subscriber agree not to intercept, capture, emulate, decrypt, or redirect the communications protocols used by ADS for any purpose, including without limitation causing the Applications to connect to any computer server or other device not authorized by ADS or in a manner not authorized by ADS.

New Versions of the Software. ADS, in its sole discretion, reserves the right to add, remove, or modify features or functions, or to provide fixes, updates and upgrades, to the Applications and Services. The Subscriber acknowledge and agree that ADS has no obligation to make available to The Subscriber any subsequent versions of the Applications or Services. The Subscriber also agree that The Subscriber may have to enter into a renewed version of this Agreement if the Subscriber want to download, install, or use a new version of the Software. In addition, The Subscriber and ADS acknowledge that no Third-Party has any obligation whatsoever to furnish maintenance or support services with respect to the Applications or Services and that ADS is solely responsible for the provision of maintenance and support as provided in this Agreement and to the extent such maintenance and support is required under applicable law.

ADS grants The Subscriber a limited, personal, revocable, non-exclusive, non-sub licensable, non-assignable, non-transferable, non-resalable license and right to use the ADS Services and Applications in strict accordance with this Agreement. All rights not expressly granted under this Agreement are retained by ADS.

No Grant of Intellectual Property Rights. The Subscriber acknowledge and agree that any and all patents, copyrights, trademarks, service marks, trade secrets, and all other intellectual property rights (collectively, "IP Rights") in the Applications and Services are and shall remain the sole and exclusive property of ADS and its licensors. Nothing in this Agreement intends to or shall grant, transfer, or assign any IP Rights to, or vest any IP Rights in, The Subscriber. The Subscriber are only entitled to the limited use of the rights expressly granted to The Subscriber in this Agreement. The Subscriber will not take any action to jeopardize, limit, or interfere with the IP Rights. The Subscriber acknowledge and agree that any unauthorized use of the IP Rights is a violation of this Agreement, as well as a violation of applicable intellectual property laws. The Subscriber acknowledge and understand that all title and rights in and to any third party content that may be accessed through the Applications or Services is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties.

CONTINUANCE / AUTOMATIC RENEWAL

This Agreement shall renew automatically at the end of the prior Agreement term for a period of twelve months (12) unless ADS or the Subscriber affirmatively terminates it in accordance with the conditions set forth in this Agreement.

TECHNICAL SERVICE

The SUBSCRIBER'S Network is eligible for participation with ADS as outlined in this Agreement provided it is in good condition and ADS serviceability requirements and site environmental conditions are met:

- Subscriber shall provide adequate workspace, heat, cooling, light, ventilation, electric current and outlets, internet, remote access, for use by ADS representatives.
- ADS representatives shall have and the Subscriber shall provide full access to facilities containing all equipment for which services will be provided and Network in order to effect the necessary monitoring and/or supplemental services.
- Subscriber shall provide full access and contact information of prior IT support Service Company or personnel, where applicable for fact finding and with permissions to make decisions on behalf of the subscriber's needs.
- Subscriber shall provide Administration passwords for all network devices and services, and all servers and workstations as necessary.
- ADS reserves the right to suspend or terminate this Agreement if in its sole discretion, conditions at the service site pose a health or safety threat to any of ADS representatives.
- ADS reserves the right to inspect the Network upon the commencement of the term of this agreement for the purpose of creating a diagram of the Network and/or conducting a diagnostic test of the Network. Unless stated otherwise, said inspection shall be charged against the Account using our standard hourly billing rates as outlined in this service agreement.
- It is the responsibility of the SUBSCRIBER to promptly notify ADS of any events/incidents that could impact the services defined within this agreement and/or any supplemental service needs.
- Subscriber shall submit service tickets (see "Service Request" section of this agreement)
- ADS shall provide services as defined in this agreement during business hours, unless otherwise specified, and in accordance with ADS Network policies then in effect.
- Subscriber agrees that it will inform ADS of any modification, installation, or service performed on the Network by individuals not employed by ADS in order to assist ADS in providing an efficient and effective Network support response.



- Subscriber gives authority to ADS on their behalf to make changes that reduce cost and allow for better use of technology services
- Only representatives authorized by ADS will be eligible to access and service SUBSCRIBER network. Any unauthorized access or service conducted on the network without the explicit consent of (Service Provider) which results in negative network performance will not be covered by the monthly plan fee, and will be billed according to ADS labor rates as outlined in this service agreement.

SUBMISSION OF SERVICE REQUEST/TICKET

Add / Move / Change / Troubleshoot – Will require a service ticket to maintain process and track progressive of request.

- E-Mail requests to Support@TheADSHouse.com
- Text 551-404-5056
- Web Portal (add 'l monthly charge for access to web portal)

PREVENTIVE MAINTENANCE PROGRAM

Immediately after commencing this Service Agreement, ADS will schedule the install of our Remote Monitoring Agent (RMM). The RMM will collect information to document Subscribers IT assets for maintenance use, identify critical problems which may need priority correction, and learn how the Subscriber has systems and equipment configured.

Monitoring and installing software, firmware updates, upgrades and patches are released by equipment manufacturers as applicable. Each computer or other piece of equipment will be checked for status, performance and needed updates. For these situations, PM (after hours) is when ADS is most likely going to be maintaining each piece of equipment. ADS upgrades internal systems and allows partner vendors specific windows for updates in order to keep external systems up to date. We reserve the right for weekend outages with limited notice to Subscriber and no notice if outage dose not impact Subscriber. Emergency release are out of ADS control but will be limited between 11pm and 7:59am EST with notices only impacting Subscribers being affected.

With the detailed system logs, usage analysis and insight into SUBSCRIBER's planned growth, expansion and business requirements, ADS can make new equipment recommendations and/or future upgrade suggestions as needed. ADS uses all information gathered to provide a complete solution. ADS does not resell, share or interchange private information. Confidentiality of Subscriber accounts are strictly adhered.

PROGRAM SERVICE LIMITATIONS

In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations are expressed below. There are no parts/supplies covered under the services above. ADS will recommend and procure any parts needed for repair or maintenance of the network infrastructure, and the cost will be determined and billed at time of incident, after approval. Parts will follow manufactures warranty and any time in troubleshooting will be billed.

1. Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of this agreement. ADS will provide consultative specification, sourcing guidance and/or Time and Material/Project offerings.
2. Any unauthorized changes made to the network without ADS written consent which causes issues or failures to the Network, are beyond the responsibility of ADS and the SUBSCRIBER will be billed the full cost to restore the network to its original state.
3. Except as otherwise stated in the Service Agreement of this agreement all Server, Network Device and Software upgrades are outside the scope of this agreement.
4. Manufacturer warranty parts and labor/services are outside the scope of this agreement.
5. Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. ADS support services within this agreement are predicated upon the Subscriber's support and commitment to providing time/scheduling for network device reboots with its staff and/or users support.
6. Application software support is limited to the manufacturer's support.
7. Printer maintenance support is limited to non-warranty servicing of printer products
8. Restoration of lost data caused by systems/hardware failure is outside the scope of this agreement, unless otherwise stated in the Service Agreement and will be billed hourly plus materials.
9. Project Work, This includes installation and configuration of new equipment, computer rebuilds, major systems/hardware upgrades, virtualization, major network reconfiguration, cabling. This will be billed hourly plus materials.
10. Moves: Moves to new locations will be billed hourly plus materials.
11. Software Upgrades/Installs, OS upgrades, new management systems, database implementations, new software installs, software upgrades will be billed hourly plus licenses and materials as needed.
12. Recovering and rebuilding after floods, fires, earthquakes, lightning strikes, pipe leaks, power surges/failures, etc. Billed hourly plus materials.
13. No servers, workstations or software older than 5 years and/or running an OS more than two generations old will be supported and will be billed hourly plus materials.
14. This agreement and support services herein are contingent on SUBSCRIBER'S permission of ADS having secure remote access into Subscriber's network (e.g. Ninja, Logmein, TeamViewer, VPN or other solution expressly approved by ADS. Depending on the remote access solution used, additional charges may apply to the contract.)
15. Force Majeure: ADS shall not be liable for any problems due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other act of God, and/or power failure, virus propagation, improper shutdown of the Network and related Network Systems/Services.
16. Support services required or requested outside the scope of this agreement may not be exchanged for days or services within this agreement.
17. Out of scope support services are available and will be provided on either a Time and Material, or Project basis.

PASSWORDS

ADS acknowledge that it must have access to any and all systems and resources to perform their duties under this agreement. As such, it must have access to any and all passwords. Bear in mind that we do maintain others accounts and could possibly use ADS created usernames and passwords which would require change once service is terminated by either resetting password, resetting equipment or paying hourly rate to update password with new service provider. In no way do we give out password for any managed devices to end user or client.



SUPPORT HOURS

Standard Business Phone Support Hours: 8:00 A.M to 6:00 P.M., Monday through Friday

- Support Ticket received via Electronic Media: 24 hours
- Premium/Emergency Service: Saturday, Sunday, and National Holiday

RESPONSE TIME

ADS will make its best commercial efforts to provide 4 -hour response time or less, in response to support ticket placed during Standard Business Hours (see above) and via electronic submission.

- On the occasion when ADS is unable to provide the appropriate resolution to a product-specific or infrastructure related issue, ADS shall contact the product manufacturer or 3rd Party Provider for support and resolution.
- Subscriber will be required to provide the necessary information and/or authorization as may be applicable.
- Subscriber will be billed for any additional time for unknown information or information not provided.

REMOTE ACCESS AND ON-SITE SUPPORT

ADS will use both on-site visits and remote-access methods to find, identify, characterize and resolve issues for both Technical Support incidents and Preventive Maintenance tasks. For both methods, time spent resolving issues or completing tasks that are not covered under the services provided will be recorded and time will accrue and bill at the support rates mentioned below.

If the subscriber is not satisfied with the work performed by one of ADS technicians, subscriber must notify ADS in writing within 24 hours of the work being completed. If ADS does not receive a report in writing within the specified 24 hour time frame after the work is performed, ADS will take it that the services performed are acceptable and billable.

SUPPORT FEES

- Support / Technician Onsite \$125.00 per hour, minimum 1 hour, after that, billed in increments of 30 min.
- Remote Service \$125.00 per hour, minimum 30 min, after that, billed in increments of 15 min.
- Premium Support / Technician Onsite \$185.00 – \$275.00 per hour, minimum 1 hour billed, after that, billed in increments of 30 min.
- Computer or Virtual Instance Rebuild – Flat Rate - \$250 per PC or VDI Instance.
- Trip Charge – Flat rate - \$35 – A Trip Charge will be incurred for all onsite visits to a subscriber/customer's location that does not fall under onsite support. This may include delivery of toner or other hardware items that do not require installation.

SUBMISSION OF SERVICE REQUEST/TICKET

Add / Move / Change / Troubleshoot – Will require a service ticket to maintain process and track progression of request.

Submit a ticket by emailing requests to: Support@TheArceHouse.com

or

Text your issue to: 551-404-5056

Tickets submitted by either method above must include a detail description of the issue that they are experiencing. "Please Call Me" will prioritize tickets as the lowest priority.

MISSED ONSITE SERVICE VISIT:

If Subscriber or Subscriber's authorized representative is not at the location or available when the on-site service technician arrives to perform service, Subscriber will still be charged the 1 hour onsite. If a subsequent visit by the service technician needs to be scheduled an additional on-site service charge will also be billed to the Subscriber.

CUSTOMER PREMISES EQUIPMENT

If Subscriber submits a support ticket and the issue is established to be unrelated to ADS network or equipment and is related to Customer Premises equipment, Subscriber will be charged at minimum 1 hour onsite support (see support fees above) whether the issue is resolved or not. If it is in ADS's ability to fix the Customer Premises equipment issue, Subscriber will be charged a minimum of 1 hour of support and billed thereafter in increments of 30 min.

SUPPORT AND FEEDBACK

ADS provides customer and technical support to The Subscriber via telephone and e-mail for the Services. ADS will use reasonable efforts to troubleshoot and resolve issues reported by The Subscriber but does not make any representations or guarantees that ADS will be able to fully resolve any such issues. Except as provided in this section, ADS has no obligation to provide additional customer support, technical support, or to provide solutions (e.g., bug fixes to software) to any issues that may arise in The Subscriber particular use of the Services outside of it control.

If the subscriber is not satisfied with the work performed by one of ADS technicians, subscriber must notify ADS in writing within 24 hours of the work being completed. If ADS does not receive a report in writing within the specified 24 hour time frame after the work is performed, ADS will take it that the services performed are acceptable and billable.

From time to time, ADS may send The Subscriber surveys, comment cards, customer satisfaction forms, or other requests to provide feedback. The Subscriber hereby grant ADS, its licensors, and suppliers a perpetual, unlimited, worldwide fully-paid up, royalty free license to use all feedback, answers, ideas, comments, or other information The Subscriber provide to ADS.



COMMUNICATION SERVICES

TELEPHONE NUMBERS

ADS will use reasonable efforts to facilitate number and domain transfers or port requests for The Subscriber, provided that The Subscriber comply with the necessary and specific procedures for porting between service providers.

The Subscriber acknowledges and understands that number porting depends on the cooperation of third parties outside of ADS's control. Accordingly, The Subscriber agree that ADS will not be liable for the failure or delay of any third party to cooperate in the porting of any telephone number, or for the allegedly unauthorized porting of any telephone number by a third party.

ADS works with third party carrier(s) who, on ADS's behalf, port telephone numbers in accordance with applicable Regulatory Rules and Industry Guidelines. ADS's third-party carrier(s) require very specific and detailed information and requirements when completing a port request. Please be informed that The Subscriber will be required to provide such detailed and specific information to complete a port request. For porting numbers into The Subscriber ADS Account, follow the procedures on The Subscriber Account settings page for transferring a number to The Subscriber ADS Account. For porting numbers out of The Subscriber ADS Account, follow the procedures of The Subscriber new service provider. The Subscriber understand that porting The Subscriber number out of The Subscriber Account does not automatically terminate The Subscriber ADS Account.

ADS cannot guarantee requested telephone numbers will be available, that The Subscriber existing provider will port The Subscriber number, or that circumstances beyond ADS's control will not prevent or delay a successful port of The Subscriber number for the Services. The Subscriber should not order any printed material, such as business cards or stationery, showing a telephone number, or issue any press releases or otherwise publicize any telephone number until that telephone number becomes active on The Subscriber Account. ADS shall not be liable for reimbursement for press releases, business cards, and/or stationery under any conditions.

The Subscriber understand and agree that ADS may from time to time need to change the telephone or facsimile number assigned to The Subscriber (due to an area code split or for any other reason). ADS shall not be liable for any damages (including consequential, special damages or other damages) to The Subscriber in the event that it needs to assign The Subscriber a new telephone or facsimile number.

METERED CALLING PLANS:

ADS offer several monthly metered plans for some of its products and Services. Each metered calling plan provides The Subscriber with a toll-free or local telephone number and a fixed number of Plan Credits each month for a monthly fee, excluding taxes, surcharges, and fees. When The Subscriber exhaust The Subscriber initial paid allotment of Plan Credits for The Subscriber metered plan, unless The Subscriber advise us otherwise in writing, we will automatically purchase the minimum package for additional minutes for The Subscriber plan on The Subscriber behalf (and The Subscriber Account will be charged accordingly). Additional minute usage will be debited at the applicable per minute rate(s) for The Subscriber metered plan. However, in some limited instances, calls placed under a metered plan may not be counted against The Subscriber monthly allotment (e.g., calls made via a local phone number to leave or check voicemail or configure a system and calls answered on the ADS softphone). Please check the details of The Subscriber metered plan to determine which calls (if any) are not counted against The Subscriber monthly minute allotment. For international calling, international rates will apply.

UNLIMITED PLAN

ADS may offer an unlimited monthly plan for some of its products and Services. An unlimited plan provides The Subscriber with a local or toll-free telephone number and is subject to the terms and restrictions of the Use Policy set forth above and other restrictions described in this Agreement. If, for any reason, ADS believes that The Subscriber are using the unlimited plan for a prohibited purpose and/or The Subscriber call usage violates the Use Policy, then ADS may, in its sole discretion with or without notice, either terminate The Subscriber unlimited plan or immediately convert The Subscriber unlimited plan to a metered plan, as set forth above.

INTERNATIONAL CALLING:

Current phone service plans include calling to the United States only. International calling will be billed separately on a quarterly basis. Because Plan Credits are quoted for domestic minute usage, The Subscriber may be charged additional Plan Credits and/or additional rates may apply if The Subscriber use The Subscriber Plan Credits for international calling. ADS's current international rates are available here. To make international calls using the Services, The Subscriber must purchase the minimum package of international calling credits. If The Subscriber dial an international number and do not have any credits to make such call, The Subscriber will automatically purchase the minimum package in order to complete such call. In addition, The Subscriber may be charged any applicable Taxes and Fees associated with international calls. The Subscriber are advised to refer to The Subscriber specific plan details regarding all domestic and international charges and all other terms and conditions of The Subscriber plan.

VALUE, OWNERSHIP AND EXPIRATION OF PLAN CREDITS:

Plan Credits, Additional Credits, Promotional Credits, and international calling credits have no monetary value and cannot be exchanged for the cash value at any time after such credits are purchased by The Subscriber. Plan Credits may only be redeemed and used by the holder or users of the Account to which the Plan Credits have been credited, and may not be sold, transferred, assigned, or used by another user or with another user's account. Any unused Monthly Credits expire at the end of the relevant Service month and do not "roll over" to the next month. Additional Credits and Promotional Credits expire according to the terms of their purchase.

LOCAL NUMBER PORTABILITY

a) Number Transfer on Service Activation. In the event Subscriber is not utilizing a new phone number or numbers for the Services, but rather is transferring existing phone number(s) which currently is subscribed to a carrier other than ADS to ADS, the terms and conditions of this section shall apply:

- i. Subscriber hereby authorizes ADS to notify Subscriber's current local telephone company or other service provider of its decision to switch local, local toll and long distance services to ADS and represents that Subscriber is authorized to take this action;
- ii. Subscriber agrees and acknowledges (i) that the porting of Subscriber's numbers requires Subscriber's provision of specific, detailed and accurate



information to ADS and other service providers, as applicable, and the completion of certain steps and procedures, as well as third parties' completion of certain tasks, and (ii) that numbers may not be ported in or ported out unless such information matches the information on record with ADS or other service providers. The completion of a port request is dependent upon these and other factors which may be outside the control of ADS or other service providers, and accordingly, ADS is not responsible for delayed or incomplete ports. FAILURE TO PROVIDE ANY INFORMATION REQUESTED BY ADS OR THE THIRD PARTY SERVICE PROVIDER WILL DELAY THE PORTING OF THE NUMBER TO ADS. ADS SHALL NOT BE RESPONSIBLE FOR ANY DELAY IN THE PORT OF SUBSCRIBER'S NUMBER AND WILL NOT PROVIDE CREDIT FOR ANY SUCH DELAYS.

iii. Subscriber agrees and acknowledges that if the Services are set up prior to the date that the number transfer becomes effective ("Port Effective Date"), Subscriber may only be able to make outgoing calls using the Services. In such event, Subscriber should keep another phone connected to the existing phone number to receive incoming calls until the Port Effective Date, after which Subscriber will be able to both make and receive calls using the Service. Subscriber agrees and acknowledges that if the Activation Date has not occurred as of the Port Effective Date, its existing phone service for the number being transferred may be disconnected and Subscriber may have no service for that number. Therefore, to avoid an interruption in Subscriber's phone service, Services must be activated prior to the Port Effective Date. An estimate of the Port Effective Date will be sent to Subscriber via e-mail by ADS.

b) Number Transfer on Service Termination. After the Activation Date, ADS or its providers may receive requests from other telephony providers ("Requesting Party") acting as agents on Subscriber's behalf to port a telephone number currently assigned to Subscriber to a third party provider ("Port-Out"). ADS will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and ADS' or its vendors' standard operating procedures. Until the effective date of Subscriber's proper termination (in accordance with the terms of this Agreement), Subscriber will: (a) remain an ADS Subscriber; and (b) be responsible for all charges and fees associated with Subscriber's ADS Service. Subscriber will not receive any refund or partial refund or any credits for any charges already billed to Subscriber's account. ADS assumes no liability for costs associated with any numbers that cannot be ported or that Subscriber chooses not to port. Subscriber acknowledges that in the event of any account termination or cancellation, all telephone numbers associated with Subscriber's account may be released. Similarly, the cancellation of individual services that have associated telephone numbers will result in the release of such numbers. Subscriber acknowledges that it is Subscriber's responsibility to work with a third party provider to port out those numbers prior to Subscriber's termination or cancellation of Subscriber's account or termination of Services.

c) Ported Telephone Numbers Upon Cancellation.

i. **Cancellation.** ADS must receive written notice of cancellation 30 days in advance and Subscriber is responsible for all cancellation and porting fees prior to Port being approved and telephone numbers being released by ADS. If Subscriber requests that a new service provider port a number from ADS, then Subscriber is required to inform ADS of Subscriber's intent to terminate the specific affected Services on Subscriber's account or ADS will continue to bill for such Services. Subscriber will continue to be responsible for all the charges and fees associated with the remaining Services on Subscriber's ADS account. Subscriber will not receive any refund or partial refund or any credits for any charges already billed to Subscriber's account. If a phone/fax number is not ported prior to the end of the final paid month of service or an extension of service has not been requested in writing to ADS by the subscriber, the phone/fax number will be owned by ADS and a fee of \$55 will be required to restore the phone/fax number. Any additional monthly service fees for extended service must be paid by the subscriber prior to restoration of phone/fax number service so porting can still take place.

ii. **Consent & Electronic Submission.** In some cases, ADS may permit Subscriber to submit documentation required to port numbers using a web-enabled user interface. Subscriber may withdraw Subscriber's consent to submit Subscriber's porting request electronically by contacting ADS Subscriber Care prior to our submitting the porting request to the carrier. Subscriber's consent to electronic submission applies only to the specific porting request Subscriber submit through web-enabled interface.

iii. **Facsimile Service.** Numbers assigned by ADS for ADS's facsimile service cannot be ported to a new service provider without the assistance and cooperation of ADS' underlying partner. ADS will use commercially reasonable efforts to facilitate a port of a facsimile number which was ported on Subscriber's behalf to ADS by another service provider. Subscriber may be required to pay a porting fee to ADS not to exceed One Hundred Dollars (\$100.00) per facsimile number ported.

RECORDING CONVERSATIONS

Certain ADS Services provide a function that allows The Subscriber to record individual telephone conversations. The laws regarding the notice, notification, and consent requirements for recording conversations vary from province to province and state to state. In some areas, The Subscriber are required to obtain consent from all parties to a record a conversation. The Subscriber are solely responsible for complying with all federal, state, and provincial laws in any relevant jurisdiction when using this feature. ADS expressly disclaims all liability with respect to the Subscriber recording of telephone conversations. The Subscriber hereby agree to fully, finally, and forever release, discharge, hold harmless, and fully indemnify ADS from and against any damages or liabilities of any kind related to The Subscriber recording of any telephone conversations using the Services.

E911 SERVICE

THE SUBSCRIBER UNDERSTAND THAT 911 SERVICE IS PROVIDED BY ADVANCED DIGITAL SYSTEMS ("ADS") AS A PASS THROUGH, THE SUBSCRIBER SHOULD MAKE ALTERNATIVE ARRANGEMENTS TO PLACE 911 CALLS, SUCH AS USING A TRADITIONAL WIRELINE OR CELLULAR TELEPHONE, AND THE SUBSCRIBER SHOULD NOT RELY ON ADS TO CALL 911 UNLESS THE 911 WAIVER IS AGREED AND SIGNED BY THE SUBSCRIBER AUTHORIZED CONTACT.

THE SUBSCRIBER UNDERSTANDS THAT THE ADS MOBILE APPLICATION USES THE SUBSCRIBER DEVICE'S DIALER AND CELLULAR TELEPHONE SERVICE TO MAKE 911 CALLS. IF THE SUBSCRIBER DEVICE DOES NOT HAVE CELLULAR TELEPHONE SERVICE, THE SUBSCRIBER WILL NOT BE ABLE TO CALL 911 FROM THE ADS MOBILE APPLICATION.

ADS SOFTWARE APPLICATIONS AND SERVICES ARE INTENDED FOR GENERAL BUSINESS USE ONLY. THEY ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR RECOMMENDED FOR USE OR RESALE AS EQUIPMENT OR SERVICES IN ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE (E.G., EMERGENCY MEDICAL CARE,



HAZARDOUS ACTIVITIES) OR IN WHICH THE FAILURE OF THE SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. ADS SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES OR SERVICES.

THE SUBSCRIBER UNDERSTAND THAT 911 SERVICE IS ONLY PROVIDED BY ADS IP DESK PHONES AND THE ADS CALL CONTROLLER OR SOFTPHONE ON PCS, AND THE OTHER ADS SOFTWARE APPLICATIONS AND SERVICES DO NOT PROVIDE 911 SERVICE.

ADS VoIP 911 Service ("E911 Service") operates differently than traditional 911 service. We are required by the FCC to advise the Subscriber of the circumstances under which 911 may not be available or may be in some way limited by comparison to traditional 911 service. Such circumstances include:

- Internet Connection Failure. If the connection to the wired broadband Internet over which The Subscriber ADS VoIP Service is provided is interrupted, The Subscriber would not have access to ADS VoIP Service during that interruption and therefore will not have access to E911 service during that interruption.
- Number Flexibility & Service Portability. Traditional 911 service automatically sends The Subscriber 911 call to the appropriate local emergency responder, or Public Safety Answering Point ("PSAP"), based on The Subscriber telephone number. Traditional Enhanced 911 service (also known as E911) automatically sends The Subscriber 911 call to the appropriate PSAP along with The Subscriber registered address and telephone number. Because the ADS VoIP Service permits The Subscriber to obtain a telephone number that does not correspond to The Subscriber geographic location (for example, The Subscriber may obtain a ADS VoIP telephone number with a California area code even if The Subscriber do not have a California address) and allows The Subscriber to use ADS VoIP Service anywhere The Subscriber have wired broadband Internet, the E911 Service functions differently than traditional 911 service in certain respects:
- Because The Subscriber address does not necessarily correspond with The Subscriber telephone number, The Subscriber must provide ADS with the street address(es) where The Subscriber will be using ADS VoIP Service ("Registered Location(s)") when The Subscriber sign up for service.
- If The Subscriber relocate any equipment (PC with softphone, IP phone, or ATA with traditional phone) that The Subscriber use to access the VoIP Service, The Subscriber must update The Subscriber Registered Location(s). If The Subscriber do not update the Subscriber Registered Location(s), any 911 calls The Subscriber make using the VoIP Service will be routed based on The Subscriber previously provided Registered Location and therefore may not be routed to the appropriate PSAP for The Subscriber new location.
- In addition, because the VoIP Service will, where possible, automatically transmit The Subscriber Registered Location to the PSAP, The Subscriber must update The Subscriber Registered Location to ensure that the VoIP Service transmits accurate location information to the PSAP.
- Once The Subscriber notify us of a change in The Subscriber Registered Location, there may be a delay in making the new Registered Location available to properly route 911 calls and advise PSAPs of The Subscriber new Registered Location.
- In some parts of the country where direct routing to PSAPs is not available for E911 Service, the Service will route The Subscriber call to the National Emergency Call Center where trained agents will ask for the name, location, and telephone number of the person calling 911 and will contact the appropriate PSAP to send help. The call center will not automatically receive The Subscriber address and telephone number. In these situations, public safety response times may be delayed. As a result, there may be an additional delay before emergency services arrive.
- Loss of Electrical Power. Unless The Subscriber have a backup system to power The Subscriber wired broadband Internet connection and any equipment (PC with softphone, IP phone, ATA with traditional phone) that The Subscriber use to access The Subscriber VoIP Service, The Subscriber will not have phone service or 911 service during any power outage.
- Network Congestion & Reduced Speed. There may be greater possibility of network congestion and/or reduced speed in routing of a 911 call made utilizing ADS hosted VoIP service as compared to traditional 911 dialing over traditional public telephone networks.

REGISTRATION OF PHYSICAL LOCATIONS REQUIRED

As discussed above, The Subscriber must register the Registered Location where The Subscriber will be using VoIP service for each VoIP phone line The Subscriber use from ADS (e.g., if The Subscriber purchase ADS Office with three VoIP lines, The Subscriber must provide a Registered Location for each of the three VoIP lines). ADS will obtain The Subscriber Registered Location as part of the service initiation process and will not provide VoIP Service until the Subscriber have provided The Subscriber initial Registered Location. However, The Subscriber must update The Subscriber Registered Location when The Subscriber use The Subscriber VoIP Service from a new location. Regardless of what address The Subscriber register, in some circumstances, such as unavailability of direct routing to PSAPs or the use of portable devices to access the VoIP Service, emergency calls will be routed to the National Emergency Call Center.

The Subscriber agree to provide true, accurate, current, and complete Registered Location information to ADS as part of the service initiation process and to update as soon as possible The Subscriber Registered Location with true, accurate, current, and complete information whenever The Subscriber use The Subscriber VoIP Service from a new location. If The Subscriber provide Registered Location information that is, or that ADS suspects to be, false, inaccurate, not current, or incomplete, ADS has the right to suspend or terminate the Services and refuse any and all current or future use of all Services, or any portion thereof. ADS will not, however, disable The Subscriber ability to make a 911 call during any service suspension.

The Subscriber may update The Subscriber Registered Location by emailing or calling customer support at 201-426-4246 or cs@thearcouse.com. For purposes of 911 Dialing, The Subscriber may only register one Registered Location for each VoIP line.

In addition, if subscriber moves locations, it is up to the subscriber to update ADS with new address information for the location of the VoIP phone service.

If 911 is dialed and the registered address information is incorrect a \$95 fee may be assessed to the subscriber due to inaccurate information provided per 911 regulations.

NOTIFY ALL USERS / INFORM ALL PRESENT

Notify All Users of 911 Limitations. The Subscriber should inform all business colleagues, household residents, guests, and other persons who may be present at the physical location where The Subscriber utilize the VoIP Service that 911 may not be available or may be in some way limited in comparison to traditional 911 service. ADS could provide VoIP subscribers stickers warning that "E911 Service May Be Limited or Not Available" for use with any VoIP equipment by mailing stickers to subscribers upon Service initiation. It is The Subscriber responsibility to place these stickers on the equipment The Subscriber use to access VoIP Service. If The Subscriber have not received a sticker, or The Subscriber require additional 911 stickers, please contact customer support at 201-426-4246.

DISCLAIMER OF LIABILITY AND INDEMNIFICATION

ADS disclaims all responsibility for the conduct of PSAPs, the National Emergency Call Center, and all other third parties involved in the provision of emergency response services. ADS does not have any control over PSAPs, the National Emergency Call Center, or other third parties and is therefore not responsible for



whether they answer 911 calls made using the VoIP service, how they answer these calls, or how they handle or respond to these calls. ADS relies on third parties to assist it in the provision of 911 service and disclaims any and all liability for acts or omissions by third parties in the provision of ADS's 911 service. ADS disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither ADS nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action arising from or relating to ADS 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. The Subscriber shall defend, indemnify, and hold harmless ADS, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, The Subscriber or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

CUSTOMER REPRESENTATION FOR E-911

The Subscriber represent and warrant that The Subscriber possess the legal right, capacity, and ability to enter into this Agreement. The Subscriber represent and warrant that The Subscriber have made and will maintain at all times wireless or traditional wireline telephone service that will enable The Subscriber to call 911 and any other applicable emergency service number. The Subscriber represent and warrant that The Subscriber will not use the Applications or Services in environments requiring fail-safe performance or in which the failure of the Applications or Services could lead directly to death, personal injury, or severe physical or environmental damage. The Subscriber represent and warrant that the Registration Data, user name, contact information, Registered Location(s), and all other information provided in connection with The Subscriber ADS Account are true and correct at all times. The Subscriber represent and warrant that The Subscriber will not use the Applications or Services in violation of the Use Policy herein.

The Subscriber agrees to be financially responsible for The Subscriber use of the Applications or Services, including the authorized or unauthorized use of The Subscriber Account. In order to use the Applications or Services, The Subscriber must have properly configured and working Internet service and/or Public Switched Telephone Network ("PSTN") service (i.e., mobile and/or landline phone service) and hereby agree, at The Subscriber sole expense: to (1) obtain access to The Subscriber own Internet and/or PSTN service with a third party provider other than ADS; (2) be responsible for payment of Internet and/or PSTN connection or service fees and all equipment necessary to establish a connection to such Internet and/or PSTN service, as may be required to use the Applications or Services; (3) supply and pay third-party providers for all additional phone service and features required for The Subscriber use of the Applications or Services; and (4) pay ADS for the Applications or Services.

DO NOT DIAL 911 UNLESS THE SUBSCRIBER HAS A REAL EMERGENCY

There is no fee for an emergency call to 911 through the Subscriber ADS service if it is properly provisioned for the E911 emergency service. However, charges of \$450 US per call will be added to the Subscriber account for any call made to 911 made without valid motive, any calls made for test purpose and any call made with an account that has not been provisioned.

SERVICE REGISTRATION PROCEDURES

Upon signing up for the Service and at subsequent times as requested by ADS, The Subscriber agree to provide to ADS The Subscriber true, accurate, current, and complete personal name and/or business name, administrator name, billing address, shipping address, the addresses where the Services will primarily be used, 911 registered address for each applicable device, email address, contact phone number, credit card information, and other data which may be necessary to administer The Subscriber ADS account ("Account") (collectively, "Registration Data"). The Subscriber represent and warrant that the information The Subscriber provide is accurate, current, and complete, and agree to promptly update any of the information if it changes. If The Subscriber provide Registration Data that is, or that ADS suspects to be, false, inaccurate, not current, incomplete, fraudulent, or otherwise unlawful, ADS has the right, in its sole discretion, to suspend or terminate the Service and refuse any and all current or future use of all Services by The Subscriber, The Subscriber business (es), affiliates and all users of The Subscriber Account. At all times, The Subscriber shall maintain and promptly update Registration Data.

Upon completion of all Registration Data and acceptance of this Agreement, ADS will provide The Subscriber with, as applicable, a password(s), user ID(s), PIN(s), telephone number(s), and other account information. The Subscriber will be required to provide a security question and answer that will be used to verify ownership or affiliation with the Account. The Subscriber are solely responsible for maintaining the confidentiality of all passwords, PINs, and security questions and answers associated with the Account, and, at all times, The Subscriber will be solely responsible for all transactions and activities that occur as a result of the disclosure (whether authorized or unauthorized) of any password(s), PIN(s), and/or security questions(s) and answer(s) associated with the Account, even if such transactions and/or activities were not authorized by The Subscriber. The Subscriber are solely liable for any transactions or activities by The Subscriber or anyone else that occur on The Subscriber Account. The Subscriber shall immediately notify ADS of any unauthorized use of The Subscriber Account or if any other breach of security has occurred. In no event shall ADS be liable for any unauthorized use of The Subscriber Account.

In connection with the registration, implementation, maintenance, or servicing of the Services, The Subscriber will be required to provide data, information or other materials (collectively "Customer Data"). The Subscriber hereby grant to ADS a perpetual, worldwide, royalty-free, fully paid-up, non-exclusive, non-transferable (except in connection with an assignment of this Agreement) license to copy, store, record, transmit, display, view, print, and use Customer Data to the extent required to provide or improve the Services. ADS may also share Customer Data as permitted pursuant to ADS's Privacy Policy, which is incorporated into this Agreement.

RE-REGISTRATION REQUIRED IF SUBSCRIBER CHANGES NUMBERS OR ADD OR PORT NEW NUMBERS

ADS E911 Service does not function if you change your phone number or if you add or port new phone numbers to your account not through ADS, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number and receive confirmation from ADS.

ALTERNATE 911 ARRANGEMENTS

If The Subscriber is not comfortable with the limitations of the 911 Dialing service, the subscriber acknowledges that it is their duty to secure alternate means of accessing traditional 911 or E911 service.

ADDITIONAL TERMS FOR DIRECTORY LISTING SERVICE

ADS offers a directory assistance listing Service ("Directory Assistance Listing") associated with The Subscriber assigned toll free and/or local number Account, for which the following additional terms shall apply. By subscribing to Directory Assistance Listing, ADS will share certain information about The Subscriber Account with third-parties as reasonably necessary to provide phone directory assistance ("Listing Information"). This information may include, without limitation, The Subscriber company name, address, and phone numbers. This information will be published in, and made publicly-available through, third-party directory assistance listing services, to be selected by ADS or third-party service providers in their sole discretion. The Subscriber hereby permit and grant ADS a worldwide, irrevocable,



non-exclusive, royalty-free, fully paid-up license to use and disclose The Subscriber Account information for these purposes. The Subscriber further acknowledge that by subscribing to Directory Assistance Listing, The Subscriber Listing Information may enter the public domain and that ADS cannot control third parties' use of such information obtained through Directory Assistance Listing. The Subscriber represent and warrant that the information provided in The Subscriber Account, including without limitation The Subscriber company name and address, are true and accurate, and shall remain true and accurate (whether by updating such information or otherwise), at all times that The Subscriber use the Services.

The Subscriber may opt out of Directory Assistance Listing at any time. The Subscriber acknowledge, however, that ADS may not be able to have The Subscriber Listing Information removed from some or all third-party directory assistance listing services that have already received The Subscriber information. The Subscriber agree that ADS is under no obligation to have The Subscriber Listing Information removed from any third-party directory assistance listing service already in receipt of such information.

ADS bears no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to The Subscriber telephone number; materials sent to The Subscriber; inaccuracies, errors, or omissions with Listing Information; or any other use of such information. For the avoidance of doubt, ADS shall not be liable to The Subscriber for any use by third parties of The Subscriber Listing Information obtained through Directory Assistance Listing, including without limitation the use of such information after The Subscriber have opted out of Directory Assistance Listing.

OPERATOR ASSISTED CALLING, 311, 511 AND OTHER X11 CALLING

VoIP Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls). The VoIP Service may not support 311, 411, 511, and/or other X11 calling (other than 911 as specified in this Agreement) in one or more service areas.

HIGH SPEED INTERNET CONNECTION REQUIRED

Subscriber understands, acknowledges, and agrees that: (i) Subscriber must have a high-quality high speed internet connection to use the Services; and (ii) ADS is not providing an internet connection for Subscriber. ADS does not control and is not responsible for: (i) Subscriber's internet connection; (ii) the quality of Subscriber's internet connection; (iii) any third party products and/or services related to Subscriber's internet connection; or (iv) problems with the Services that are caused by or related to Subscriber's internet provider

REQUIRED MAINTENANCE

ADS reserves the right to perform repair and maintenance or to upgrade, update or enhance its network, infrastructure, website(s), Services and/or ADS Business Equipment with or without prior notice or liability to Subscriber, even if the Maintenance causes a partial or full disruption of the Services; provided, however, and subject to ADS's business needs, ADS shall use commercially reasonable efforts to perform the Maintenance in a manner so as to avoid unduly interfering with Subscribers use of the Services, including by providing reasonable commercial notice where feasible.

RECEPTION AND EXECUTIVE ASSISTANT SERVICE

Calls are measured from connect to disconnect time, as recorded by carrier. Any and all telephone numbers provided by ADS will remain the property of ADS upon any termination of services. We will make attempts to forward any messages per instructions, but we not be held liable for delay's of messages routed to any user of the service. Missed calls due to third party or act of god scenarios are out of our control understand and release ADS and Affiliates from any and all liability, that may be caused to you the user of the service or any third party for any direct or indirect damages, resulting from such issues.

HELP DESK SERVICES

Service may not be available at all times, and some personal computers may not be able to receive Remote Computer Support Services. It is your responsibility to ensure that you have adequate connectivity to the Internet. All Services are provided on an AS IS basis. Suppliers or Vendors may, at any time, without notice or liability, restrict the use of the Service or limit its time of availability in order to perform maintenance activities. With all reasonable efforts to schedule convenient service session within a reasonable period of time, however acknowledgements that circumstances outside ADS's control (e.g., a new computer virus outbreak) may cause significant delays in the ability to schedule a service session.

BACKUP SERVICES

ADS Managed Backup Service delivers comprehensive protection of your business-critical data assets and offloads the labor and burden of managing, monitoring, and supporting your backup infrastructure to our team of trusted and reliable experts. We offer backup solutions that are scalable and flexible to fit your specific needs.

The following features are standard with all service levels of Managed Backup:

- ADS will install a backup agent for the Subscriber. The Backup Agent provides the communication to the master server or cloud storage, which controls backup/restore scheduling and other backup/restore functions. In addition, the backup Agent initiates the transport of the data across the network from the client's Server to the ADS storage device or cloud.
- ADS will collect and process the data that subscriber has requested using ADS backup agent. ADS stores and protects the data uploaded using our services so that this data is available to you as the subscriber needs while a subscriber of our ADS Services. ADS holds such data as a data processor and store this data solely in order to provide the backup service in accordance with this Agreement. ADS may transfer data to a third party service provider whose cloud storage ADS utilizes to provide the Service. By allowing ADS to install the Backup Agent on to Subscriber's device(s), Subscriber grants ADS the right to back-up any of the files on that device(s) regardless of who might be the creator, originator, editor, or otherwise the owner of those files. Subscriber assumes sole responsibility for ADS receiving access to and backing-up those files.
- The ADS backup agent has the ability to backup Subscribers data at the file level and then sends that data directly to storage device or cloud Storage.
- To provide backups service, ADS routinely scans subscribers device(s), server(s) and devices in order to detect new, modified, or deleted data files that require further action to complete backup and restore operations up to your service plan's storage limit. The backup services also catalog the number and total storage size of various file types on Subscriber's device(s). The backup agent inspects file headers and related information in order to confirm that each file type is properly represented by its file extension.

- Retention schedules will be defined based on subscriber needs. Standard backup is completed once per day.
- Access to Backup Data in a case of a death or in other Circumstances. ADS will provide access to your Backup Data to a surviving spouse and/or your executor upon the presentation of a death certificate and identification which ADS reasonably believes to be valid and sufficient, or in response to a court order, warrant, subpoena or other judicial or administrative legal process.
- ADS will define and create backup jobs based on input provided by the Subscriber, including data backup selections, job scheduling, job frequency and backup retention time frames.
- ADS assumes no responsibility for the loss of data for restores that overwrite live data. If subscriber requests assistance with restoration of data, additional charges may apply. It is important to note that restore times often exceed the duration of the original backup time, especially across slow connections. Network performance, data, compressibility, and end user systems may affect restore times. Should ADS, as part of its monitoring function, observe any unusual, abnormal or excessive number of restore requests, ADS reserves the right to contact subscriber and require modifications to procedures and behavior in this area.
- ADS will be responsible for restoring data within the requirements of this terms and conditions. ADS reserves the right to bill customer at standard rates for providing additional assistance relating to a restoration request.
- Subscriber's data contained within a backup that has expired or has exceeded defined retention cannot be recovered.
- All backup and restore tickets will follow the normal ticket flow and will be treated as "best effort" for recovering or backing up client data.
- If subscriber exceeds the storage limit for the service plan that has been purchased, ADS will notify subscriber that storage has exceeded the limit and back up of additional files will not take place unless subscriber upgrades storage plan, purchase additional storage, or remove files to free up storage space. ADS will be happy to help clean up data, additional charges will apply. ADS calculates whether subscriber has reached the storage limits for the service plan elected, based upon the greater of the storage amount shown on your computer or the storage amount maintained by ADS, excluding the benefits of any data compression, file duplication or similar techniques performed by ADS.
- All monthly subscriptions will renew automatically each month until subscriber cancels account in writing.

IN ADDITION TO THE ABOVE SET FORTH BY ADS BY, THE SUBSCRIBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SUBSCRIBER DATA MAY NOT BE AVAILABLE OR RESTORABLE IF (1) SUBSCRIBER UTILIZES THE SERVICES IN EXCESS OF THE AMOUNT OF SPACE YOU ORDERED OR PAY FOR; (2) A COPY OF SUBSCRIBER DATA WAS NOT COMPLETED; (3) SUBSCRIBER ATTEMPTS TO BACK UP DEVICES, FILES, FOLDERS, OR DRIVES NOT SUPPORTED BY THE SERVICES AS SET FORTH IN THE DOCUMENTATION; (4) SUBSCRIBER DESELECTS OR DELETE A DEVICE, FILE, FOLDER, OR DRIVE FROM YOUR BACKUP ACCOUNT, FROM DEVICE, OR FROM BEING BACKED UP BY THE SERVICES; (5) SUBSCRIBER MODIFY'S THE OPERATING SYSTEM IN A MANNER THAT BREAKS COMPATIBILITY OR INHIBITS THE FUNCTIONALITY OF THE BACKUP SERVICES OR SOFTWARE; (6) SUBSCRIBER COMPUTER IS UNABLE TO ACCESS THE INTERNET OR ADS BACKUP INFRASTRUCTURE; (7) SUBSCRIBER DOES NOT NOTIFY ADS OF ISSUES/ERRORS RECEIVED IN EMAIL NOTIFICATIONS FROM THE BACKUP SOFTWARE OR LACK OF FOLLOWING THE ADVISED STEPS TO MAKE SURE BACKUPS ARE RUNNING PROPERLY (8) SUBSCRIBER DOES NOT NOTIFY ADS OF ANY OUTAGES OR OTHER SERVICES ISSUES; (9) SUBSCRIBER FAILS TO COMPLY WITH THE AGREEMENT OR DOCUMENTATION; OR (10) SUBSCRIBER TERMINATES OR FAILS TO RENEW OR PAY FOR YOUR SUBSCRIPTION TO THE BACKUP SERVICE.

ANTI-VIRUS AND SECURITY SERVICE

Anti-Virus is a managed monitoring service provided by ADS. ADS will monitor and remove viruses that are detected included in the monthly Anti-Virus fees . Subscriber understands that managed Anti-Virus is not a silver bullet and are not liable for any infiltration. Subscriber understands that following the following rules should still be in place:

- Careful browsing and email discipline is and always will be a necessary part of web use irrespective of the antimalware product ADS provides.
- New viruses and malware are being created all the time. "Risky browsing" and other risky behaviors (such as, but not limited to, opening attachments to emails from strangers) will at some stage result in a Subscribers system being compromised by malicious software no matter what "protective" software the Subscriber is running.
- If Subscriber must take risks then it is advised that a sacrificial and non-critical machine be employed for that purpose.
- ADS is not liable for any damages or loss whatsoever. Subscribers hardware, software and site management are entirely the Subscribers responsibility.
- ADS reserve the right to cancel or amend this service for any reason whatsoever.

The Anti-Virus and Security Solution provided by ADS includes (or may be upgraded to include) features that allow the following:

- Automatically block and/or quarantine installation of software that subscriber may not want on a Device ("Potentially Unwanted Software"). This feature may block/quarantine software that is not Potentially Unwanted Software, disable other software on the Device, or result in breaching licenses to such software.
- To operate correctly the Software requires connection to the Internet and must connect at regular intervals to ADS servers or third-party servers. Connection to the Internet is necessary for the following features of the Software:
- ADS shall be entitled from time to time to issue updates to the Software ("Updates"), but shall not be obliged to provide Updates. This function is enabled under the Software's standard settings and Updates are therefore installed automatically, unless the End User has disabled automatic installation of Updates.
- The Software contains a function which collects samples of new viruses and other similar malicious programs and suspicious or problematic files (hereinafter referred to as "Infiltrations") and then sends them to ADS, along with information about the computer and/or the platform on which the Software is installed (hereinafter referred to as "Information"). This function is disabled under the Software's standard settings. The Information may contain data (including randomly or accidentally obtained personal data) about the End User and/or other users of the computer on which the Software is installed, information about the computer, the operating system and programs installed, files from the computer on which the Software is installed and files affected by an Infiltration and details about such files. ADS shall only use Information and Infiltrations received for research into Infiltrations and shall take appropriate precautions to ensure that Information received remains confidential. By activating this function of the Software subscriber agrees to Infiltrations and Information being sent to ADS and subscriber is also granting ADS the necessary approval, as specified under the relevant legal regulations, for processing Information obtained.
- Subscriber must exercise End User rights in person or via your employees. You are only entitled to use the Software to safeguard your operations and protect those computer systems for which the Subscriber has obtained a License.

BILLING AND PAYMENT

Any monthly phone or recurring service charges are billed in advance via electronic billing. Usage charges in excess of the monthly allowance are billed on the following months invoice. ADS reserves the right to increase any of its rates or charges at any time upon thirty (30) days notice. All charged services performed by ADS are due in full within its due date, and ADS reserves the right if the bill is not paid before the due date. A late fee in the amount of 1.5% of the unpaid balance



will be applied to the account and further agree that a charge of twenty-five dollars (\$25.00) for each non-payment which a financial institution refuses to honor for any reason.

Accounts remaining unpaid for thirty (30) or more days shall be deemed delinquent. Delinquent accounts shall be placed on "accounting hold" and services to the Subscriber shall be suspended until the account is paid in full. For any Subscribers' account that has been placed on suspended service or cancelled before porting, there shall be due a Fifty five (\$55.00) reconnection charge to reactivate Subscribers Services after the account has been brought current. Written notice of any dispute of bills must be received within thirty (30) days after the statement date, or such invoice shall be deemed to be correct and payable in full. If ADS initiates legal proceedings to collect any amount due hereunder and ADS substantially prevails in such proceedings, ADS's costs and reasonable attorneys' fees in such proceedings and any appeals. Subscriber waives any and all rights they may have to a jury trial in connection with any proceedings concerning this Agreement.

CREDIT CARD: Upon purchase of the Service and delivery of the equipment, Subscriber must provide a valid Credit Card to be debited for automatic payments for Monthly Phone or recurring monthly services. Credit cards will be processed on the invoice date determined on first monthly/quarterly/yearly invoice dates.

It is understood that any and all Services requested by the Subscriber that fall outside of the terms of this Agreement will be considered Projects and will be billed as separate and individual services.

DISCOUNTS

Discounts. From time to time in its sole discretion, ADS may offer promotions or discounts. Any promotion or discount codes must be provided to ADS upon purchase of the Services. The Subscriber shall not be entitled to a subsequent credit for such promotions or discounts if The Subscriber do not request such credit at the time of Account creation or change of service. Promotions and/or discounts may not be used cumulatively or be used for Services retroactively. If a promotion and/or discount is offered on a confidential basis, The Subscriber agree not to disclose the promotion and/or discount and to assume full responsibility for any harm, direct or indirect, caused to ADS by the disclosure of the promotion and/or discount.

PLAN CREDITS, TAXES, CHARGES, FEES AND CHARGEBACKS

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Subscriber shall pay any such taxes unless a valid exemption certificate is furnished to ADS for the state of use.

Generally. Please note that all prices, taxes, surcharges, and fees are subject to change at any time. The Subscriber IS responsible for paying all charges for The Subscriber's Account, including but not limited to toll-free, local, long distance, international, additional feature charges, 411 and operator assisted charges, and directory assistance charges, and for all taxes, surcharges, and fees imposed on the Subscriber or ADS as a result of the Subscriber use of the Service. Customers with a past due balance on previous or multiple accounts will be charged the full balance upon opening a new account or updating their credit card information on file. ADS also reserves the right to charge termination and transfer fees consistent with each plan's terms and conditions and as provided in this Agreement. Taxes, Charges, and Fees. All fees for Services advertised or otherwise listed on the Website are exclusive of any federal, state, local sales, international excise, value-added, and similar taxes or fees and administrative or recovery fees or charges (collectively "Taxes and Fees").

The Subscriber agrees to pay all Taxes and Fees and/or similar liabilities, however denominated, that may now or hereafter be levied on the Services which are chargeable to or recoverable from customers by any federal, state, local, or international law or regulation, as well as any administrative and recovery fees and charges levied on the Services by ADS, whether or not mandated by law or regulation. Should ADS pay or be required to pay such liabilities (including any Taxes and Fees that were due but not charged or previously collected), The Subscriber agree that ADS may charge The Subscriber credit card on file for such payments upon receipt of an invoice and showing of indebtedness to ADS.

FRAUDULENT ACTIVITY OR ERRONEOUS CHARGES:

In the event of suspected fraudulent activity or erroneous charges on The Subscriber Account, The Subscriber agrees to contact ADS as soon as possible. In many cases, ADS can mitigate or correct fraudulent activity or erroneous charges without bank or credit card company intervention. If The Subscriber suspect fraudulent activity or erroneous charges on The Subscriber ADS Account, please contact ADS customer support at 201-426-4246. When The Subscriber contact customer support, please have the following information available: (a) The Subscriber name, contact information, ADS Account telephone number in question, and security verification information; (b) the date that the Account in question was created; (c) the credit card account number used to open the Account; and (d) the total amount charged to the Account. If The Subscriber do not contact ADS within thirty (30) days after the suspected fraudulent activity or erroneous charges appear on The Subscriber Account, The Subscriber waive The Subscriber rights to object to or challenge such activity or charges. Furthermore, if The Subscriber request that The Subscriber bank or Credit Card Company perform a chargeback without first contacting ADS, and ADS subsequently determines that the charges at issue are not erroneous, ADS reserves the right to terminate The Subscriber Account immediately and take any available legal action. Notwithstanding the above, The Subscriber are solely liable for any transactions or activities by The Subscriber or anyone else that occur on The Subscriber Account, and in no event shall ADS be liable for any unauthorized use of The Subscriber Account.

Discounts. From time to time in its sole discretion, ADS may offer promotions or discounts. Any promotion or discount codes must be provided to ADS upon purchase of the Services. The Subscriber shall not be entitled to a subsequent credit for such promotions or discounts if The Subscriber do not request such credit at the time of Account creation or change of service. Promotions and/or discounts may not be used cumulatively or be used for Services retroactively. If a promotion and/or discount is offered on a confidential basis, The Subscriber agree not to disclose the promotion and/or discount and to assume full responsibility for any harm, direct or indirect, caused to ADS by the disclosure of the promotion and/or discount.

TERMINATION OF AGREEMENT

This Agreement shall be in effect for a minimum term of 60 days and will remain in force on a month to month basis thereafter until terminated by either party upon thirty (30) days notice. ADS must receive written notice of cancellation (30) days in advance and must be submitted by the subscribers identified Main Contact on the account. Any outstanding payments for more than 10 days of its due date, ADS may restrict or terminate services under this Agreement without written notice. Subscriber will not use the services for any unlawful purpose and only use the services in accordance with the terms and conditions of this Agreement. Subscriber understand that ADS may immediately restrict or disconnect my service without notice for any violation thereof.

In the event Subscriber terminates this Agreement for any reason other than a breach of the terms herein; Subscriber will pay a cancellation fee equal to 1 month of service.



ADS has the right to terminate service with Subscriber if the terms in this agreement are not met and will require Subscriber to pay cancellation fee equal to 1 month of services. ADS will use commercially reasonable efforts to notify you of modification, suspension, or discontinuance of the Service either by sending an email to the email address in our records. However, in no event will ADS be liable to you or to any third party for any modification, suspension or discontinuance of the Service with or without notice.

PURCHASE OF EQUIPMENT

To use the any of ADS services, the Subscriber may need to purchase phones, headsets, computers, routers, or other equipment (collectively, "Equipment"). All Equipment shipments are F.O.B. ADS's shipping distributor facility. ADS's liability for delivery shall cease, and title to such Equipment (if applicable) and all risk of loss or damage shall pass to The Subscriber upon delivery to the shipping carrier.

All equipment obtained from ADS in connection with Service's is subject to the Equipment Return Policy below. The Subscriber understand and acknowledge that if The Subscriber purchase's an annual service plan and The Subscriber cancel's the Services plan prior to the end of The Subscriber initial term, cancellation or termination fees, or phone, hardware, and other equipment fees may apply in accordance with the terms and conditions of The Subscriber plan. The Subscriber hereby authorize ADS to charge The Subscriber credit card on file, and The Subscriber hereby agree to be liable for any and all such fees, costs, and charges.

REMOVAL OF LOANED/RENTED EQUIPMENT

The Subscriber agrees that time to time ADS will utilize, rent or loans ADS owned hardware and software to Subscriber, to manage or restore services, in the execution of these items shall remain the property of ADS, and must be returned if requested. Subscriber further agrees to cease the use of any technology that remains the property of ADS upon termination of this agreement. If any hardware, software, or such property used in the servicing is stolen, damaged or destroyed, or not returned when requested the Subscriber must pay ADS twice the cost of the replacement of said property. Subscriber must make said hardware and software available to ADS for removal when requested. ADS shall not be obligated to restore the premises to their original condition once hardware and software is removed. If the Subscriber does not return the equipment or make them available for removal by the ADS the Subscriber is liable and agrees to pay for and/replace any software and or hardware along with legal and collection fees associated with said property collections.

EQUIPEMENT RETURN POLICY

The Subscriber is responsible for all return shipping charges for any hardware returned to ADS for any reason, including situations in which hardware is covered under warranty. If The Subscriber has purchased any hardware from ADS or ADS has otherwise provided The Subscriber with any hardware and The Subscriber Account is terminated for any reason after the end of any free-trial period and prior to the end of The Subscriber first year of service, The Subscriber hereby authorize us to immediately bill the Subscriber credit card the appropriate equipment return fees, as set forth below.

If The Subscriber cancels The Subscriber ADS Service within ninety (90) days from the date of purchase of the hardware, The Subscriber may (a) keep the hardware and pay the list price minus the actual price paid for the hardware, excluding taxes, or (b) return The Subscriber hardware and receive a full refund. No returns are accepted after ninety (90) days from the date of purchase of the hardware. In addition, the following terms and charges apply to hardware returns:

- The Subscriber agree to pay all shipping, restocking and handling charges related to any hardware returns.
- All hardware must be fully functional, include all components, manuals, peripheral devices, and all other accessories that were originally shipped with the hardware. At our discretion, we may decline The Subscriber return or charge. The Subscriber may incur an additional fee of thirty dollars (\$30) for each missing item or for each item that we determine is damaged or not in good working condition.
- Before returning any hardware that has data in its memory, please transfer all files The Subscriber wish to retain to another file source. Once the hardware is returned, The Subscriber files cannot be recovered and The Subscriber release us of any liability for any lost, damaged, or destroyed files, data, or other information.

SOFTWARE

If subscriber requests ADS to acquire software for the subscribers use, payment for software must be paid in full prior to purchase via credit card. If software has a purchased as a yearly subscription, the renewal fee must be paid by credit card 10 days prior to the renewal date of the license. If credit card payment has not been provided by the Subscriber the license for software will not be renewed and use of software will be terminated.

FORCE MAJEURE & MALICIOUS ACTS

This agreement is designed to cover the backup needs of The Subscriber during normal operating conditions. ADS shall not be liable for damages, delay, or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of either party.

Furthermore, damage and/or significant problems that result from anomalies and/or abnormal circumstances such as fire, flood, electrical surges, deliberate malicious acts, theft, acts of God, wars, insurrections, and/or any other cause beyond the reasonable control of either party fall outside the terms of this agreement.

CONFIDENTIALITY

Neither party shall disclose any proprietary or confidential information obtained from the other unless so directed by a court of law or government authority. The Subscriber agrees not to disclose rate(s), term(s), or any information regarding this Agreement without the prior written consent of ADS.

NON-DISPARAGEMENT

The Subscriber agree not to directly or indirectly through a third party engage in any conduct or make any communication (public or private) that disparages ADS or the Applications or Services in any way. Such communications include, but are not limited to, publishing, posting, printing, disseminating, or otherwise making such disparaging statements on or through the Internet, in any blog, or through any other form of social media. The Subscriber further agree not to solicit or encourage, directly or indirectly, any such statements, comments, or communications by any third-party. In accordance with the termination provisions below, ADS may terminate The Subscriber access to the Applications or Services if The Subscriber breach the requirements of this section.

PUBLICITY RIGHTS



The Subscriber agree that ADS may identify The Subscriber as a user of the Services in its business deals; press releases; marketing materials; electronic, printed, and broadcast advertising; newsletters; mailings; tradeshows; other promotional materials; on ADS's website; or any other third-party website where ADS or its designated agents may promote the Services. The Subscriber hereby grant ADS and its agents an irrevocable, perpetual, worldwide, non-exclusive, fully paid-up, royalty-free license (with right to sublicense) to use, reproduce, publish, and display The Subscriber name, trademarks, service marks, designs, logos, and symbols in connection with such purpose.

COPYRIGHT INFRINGEMENT

Materials may be made available via the Service by third parties not within our control. We are under no obligation to, and do not, review content transmitted, sent, or received using the Applications or Services for purposes of determining copyright infringement. However, ADS reserves the right to terminate access to its Applications or Services if a user infringes on others' copyrights, and will, in appropriate circumstances, terminate access to the Applications or Services if ADS determines that a user is a repeat infringer.

STORAGE OF USER INFORMATION

ADS is not obligated to store The Subscriber communications logs, voicemails, faxes, e-mails, or other messages and does so only as a convenience to The Subscriber. The Subscriber agree that ADS has no responsibility or liability whatsoever for the deletion or failure to store any call log information, voicemails, faxes, e-mails, messages, and/or other communications maintained or transmitted by the Services. The Subscriber acknowledge and agree that ADS may establish limits as to the size of communications that ADS transmits or stores and the duration for which ADS stores any communications.

ASSIGNMENT

ADS may assign this Agreement and any of its rights and obligations hereunder at any time. The Subscriber may not transfer or assign this Agreement or any of The Subscriber rights or obligations under this Agreement. Any purported transfer or assignment in violation of this section is void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns, and legal representatives.

NOTICES

Notices to The Subscriber shall be effective on the date sent to The Subscriber registered electronic mail address when sent by email or, at ADS's option, three (3) days following the date deposited in regular Snail Mail, postage prepaid, and addressed to The Subscriber current address on The Subscriber Account. The Subscriber are responsible for notifying ADS of any changes in The Subscriber contact information or address through The Subscriber Account settings page or by contacting customer service at 201-426-4246

Written notice to ADS shall be effective when directed to ADS's Legal Department and received at ADS's then-current address P.O. Box 8027, Paramus NJ 07653. The Subscriber notice must specify The Subscriber name, Account information, and security verification question and answer. All notices from The Subscriber to ADS must be made in writing.

CHANGES TO THE SERVICE AND TERMS AND CONDITIONS

We may change the terms of this Agreement from time to time upon delivery of electronic or written notices to The Subscriber. ADS generally provides written notice of changes to The Subscriber account, including this Agreement and any other legal agreements, via email, electronic notice on the ADS Website or The Subscriber Account Page, or on The Subscriber billing statements. The Subscriber agree to carefully read and review each such e-mail notice, electronic notice, and billing statement from ADS fully regarding any such notices of changes to The Subscriber Account.

The modified terms shall replace and supersede all previously agreed to electronic and written terms, as well as any prior versions of this Agreement. The Subscriber agree that the Subscriber are solely responsible for (a) making sure that The Subscriber registered email account is current and functional, (b) checking The Subscriber registered email account on a routine basis, (c) checking the ADS Website and The Subscriber Account page on a routine basis, and (d) making sure that ADS communications are not blocked or rendered undeliverable by The Subscriber, The Subscriber computer, any software installed on The Subscriber computer, The Subscriber Internet service provider, or for any other reason.

INTERPRETATION OF THIS AGREEMENT

This Agreement, including the documents incorporated herein, constitutes the entire agreement between The Subscriber and ADS with respect to the Applications and Services and supersedes all prior or contemporaneous understandings regarding such subject matter.

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect.

The failure of ADS to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or any other provision.

Nothing in this Agreement shall be deemed or construed to constitute or create employment, partnership, association, joint venture, agency, or fiduciary relationship between the parties hereto.

The Subscriber agree and acknowledge that any breach of the provisions regarding intellectual property ownership contained in this Agreement shall cause ADS irreparable harm and ADS may obtain injunctive relief and seek all other remedies available in law and in equity.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

This electronic document and any other electronic documents, policies, and guidelines incorporated herein will be: (1) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; (2) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (3) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation, or administrative proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

CHOICE OF LAW

This Agreement and The Subscriber use of the Applications and Services shall be governed by and construed under the laws of New Jersey without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or The Subscriber sign up or use of the Applications or Services.



LIMITED WARRANTIES, REMEDIES, AND DAMAGES.

ADS does not warrant that it will have sufficient resources to handle unexpected increases in call volumes. ADS does not warrant that the service is error-free, or will operate without delays or interruptions. ADS is not responsible for transmission errors, corruption of data, or the security of information carried over telecommunication services. Subject to the foregoing limitations, ADS will use reasonable efforts to provide the services, and if we fail to do so, sole remedy will be, at our sole discretion, either: (1) the correction of the failure to provide the services, or (2) a refund of the charges Subscriber paid to ADS. **EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, ADS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER. ADS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY LIABILITY HEREUNDER WILL BE LIMITED TO DIRECT DAMAGES, AND NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOST REVENUE, OR LOSS OF GOODWILL) FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT. ADS ENTIRE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID TO ADS FOR SUCH SERVICE DURING THE TWELVE (12) MONTHS PRECEDING SUCH FAILURE TO PROVIDE THE SERVICE. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.**

Warranty Disclaimer

THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ADS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SIMILAR WARRANTY, WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF OR ANY COUNTRY. ADS MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES ARE FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS (INCLUDING PATENT AND TRADE SECRET RIGHTS). THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES SHALL BE BORNE SOLELY BY THE SUBSCRIBER.

ADS MAKE NO WARRANTY ON UP-TIME, RESPONSE TIMES, LATENCY, MEAN-TIME BETWEEN FAILURES, QUALITY OF SERVICE, AND/OR QUALITY OF VOICE OR FAX COMMUNICATIONS. ADS EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES ARE APPROPRIATE FOR HIGH-RISK OR OTHER ACTIVITIES WHERE FAILURE OF THE SERVICE COULD RESULT IN SERIOUS HARM TO PERSONS OR PROPERTY.

ADS MAKES NO WARRANTY THAT THE SERVICES WILL MEET THE SUBSCRIBER REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. ADS IS NOT RESPONSIBLE FOR MESSAGES OR INFORMATION LOST OR MISDIRECTED DUE TO INTERRUPTIONS OR FLUCTUATIONS IN THE SERVICES OR THE INTERNET IN GENERAL. ADS IS NOT RESPONSIBLE FOR THE CONTENT OR FUNCTIONALITY OF ANY THIRD PARTY NETWORK USED IN CONNECTION WITH THE SERVICES.

ADS DOES NOT WARRANT THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED THROUGH USE OF THE SERVICES OR ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES. THE SUBSCRIBER ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES ARE AT THE SUBSCRIBER SOLE RISK AND DISCRETION AND ADS WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO THE SUBSCRIBER OR THE SUBSCRIBER PROPERTY.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE SUBSCRIBER FROM ADS, IT'S EMPLOYEES, RESELLERS, PARTNERS, OR AFFILIATES OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

ALTHOUGH EVERY EFFORT IS MADE TO ENSURE THAT VOICEMAILS AND FAX TRANSMISSIONS ARE SECURE, ADS MAKES NO GUARANTEES OF SECURITY.

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO THE SUBSCRIBER. TO THE EXTENT THAT ADS CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

LIMITATION OF LIABILITY

In no event shall ADS be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs exceeding the total fees paid by Subscriber during the period of three months immediately preceding the date on which the event giving rise to the claim occurred.

INDEMNIFICATION

To the maximum extent permitted by applicable law, The Subscriber shall indemnify and hold harmless, individually and collectively, ADS, its affiliates, agents, resellers, and other providers who furnish goods and services to The Subscriber in connection with the Services, and their officers, directors, managers, employees, and shareholders (the "Indemnified Parties") from and against any and all liability, claims, losses (including loss of profits, revenue and goodwill), damages, fines, penalties, injuries to persons or property, costs, and expenses (including reasonable attorneys' fees and dispute resolution expenses) arising from or related to (1) the use of or reliance upon the Applications or Services by The Subscriber or any third party acting upon The Subscriber permission, knowledge, authority or direction, (2) a breach of this Agreement by The Subscriber, (3) any negligent acts, omissions to act or willful misconduct by The Subscriber or any third party acting with The Subscriber permission, knowledge, authority or direction, (4) the inability to use the Applications or Services or failure or outage of the Applications or Services for any reason, including but not limited to those related to calling, "911" or other emergency responders, (5) the use of the Applications or Services in connection with a violation of any applicable law, code, regulation, or ordinance, and/or (6) the misappropriation, breach, violation, or infringement of any right, title or interest of any third party, including but not limited to, contractual rights, intellectual property rights (including patent, trademark, copyright, and trade secret rights), rights of privacy, and rights of publicity and personality.

DISPUTE RESOLUTION AND ARBITRATION

In the event of any dispute, Advanced Digital Systems does reserve the right to arbitration. This arbitration shall be conducted pursuant to the existing rules, regulations, and procedures of the American Arbitration Board. This arbitration shall be held in the County of Bergen, State of New Jersey. Any decision rendered by



the arbitrator shall be final, conclusive and binding upon the parties to the arbitration and may be enforced by the judgment and order of any court having competent jurisdiction. Each party will pay the administrative fee charged by AAA and the cost of the AAA mediator and/or arbitrator shall be paid by each party in accordance with the AAA fee schedule in effect at the time of filing.

Any and all terms of this agreement will survive termination of service and be govern by the laws of the State of New Jersey.