



Advanced Voice Technologies, Inc.

"Voice at Work"

CUSTOMER SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS

Advanced Voice Technologies, the "Provider", provides Contracted services to you, the "Customer". This Agreement covers important topics such as when it begins, how long it lasts, fees for early termination and late payments, Provider's rights to change this Agreement and your contracted service, limitations of liability, use of information about you, and settlement of disputes by arbitration instead of in court. If you accept this agreement, it will apply to all your contracted services from Provider.

1. Services to be Performed by Provider: Provider and/or its affiliates shall provide services and may provide equipment to Customer subject to the terms and conditions of this Agreement and Service Plans, and all applicable federal, state and local laws, rules and regulations.

2. Term: THIS AGREEMENT STARTS WHEN CUSTOMER ACCEPTS. Customer accepts when Customer gives Provider written or electronic signature, or when Customer opens a package that says Customer is accepting by opening it. Except as explicitly permitted by this Agreement, Customer must maintain service with Provider for Customer's minimum term plus any additional time required by any promotions accepted by Customer ("Term"). Upon expiration of the initial Term, this Agreement shall continue on a month-to-month basis until terminated by either party upon thirty(30) days written notice.

3. Pricing: The services provided under this Agreement shall be provided in accordance with the Pricing Schedule set forth on this Agreement.

4. Billing and Payments: Customer will be billed according to Customer's Billing Cycle, and Customer's bill will reflect the rates in effect under the applicable price plan at the time charges are incurred, plus any other charges that apply. Any unused access/message counts from one month may not be transferred to another. Access/message counts may not be aggregated as between services on the same account. Payment is due fifteen (15) days from the date of invoice. Customer waives any billing errors if Customer does not notify Provider of such errors in writing within sixty (60) days from date of the invoice containing such error. If Customer defaults, Provider may: (a) require Customer to return if any of all or in part Provider owned equipment to Provider, and/or (b) be entitled to a deficiency judgment. A LATE FEE PAYMENT OF THE GREATER OF UP TO ONE AND ONE-HALF PERCENT (1.5%) PER MONTH (18 PERCENT

ANNUALLY) OR ONE DOLLAR AND 50 CENTS (\$1.50) PER ACCOUNT APPLIES TO BALANCES THAT REMAIN UNPAID. HOWEVER, IF THIS LATE FEE EXCEEDS THAT ALLOWED BY APPLICABLE LAW, THEN THE MAXIMUM FEE ALLOWED BY LAW SHALL APPLY. Customer shall pay all reasonable costs of collection, including payment of attorneys' fees and court costs. These remedies shall be cumulative and in addition to any other remedies Provider has at law or in equity.

6. Relationship of the Parties: Both parties agree and understand that the services performed under this Agreement are performed by Provider as an independent contractor and not as an employee of the Customer.

7. Limitation of Liability: Provider shall not be liable to Customer, its employees, agents, or any third party for injuries to persons or property arising from Customer's use of the services. Provider's performance hereunder shall be excused if affected by equipment failure, acts of God, strikes, severe weather conditions, fire, riots, war, earthquakes, equipment or facility shortage or any other event or causes beyond Provider's reasonable control. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY AND WHICH ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PROVIDER BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING OUT OF CUSTOMER'S USE OR ATTEMPTED USE OF EMERGENCY SERVICES, NOR SHALL PROVIDER BE LIABLE FOR CUSTOMER'S INABILITY TO ACCESS EMERGENCY SERVICE.

8. INFORMATION REGARDING WARRANTIES: CUSTOMER ACKNOWLEDGES THAT PROVIDER IS NOT THE MANUFACTURER OF THE EQUIPMENT AND CUSTOMER AGREES THAT PROVIDER HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION OR QUALITY OF THE EQUIPMENT USED BY THE CUSTOMER. WITH RESPECT TO PROVIDER, CUSTOMER USE THE SERVICE "AS IS". PROVIDER SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT USED BY THE CUSTOMER, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED UNLESS LOSS OR DAMAGE IS DIRECTLY CAUSED BY PROVIDER'S WILLFUL MISCONDUCT. CUSTOMER ACKNOWLEDGES THAT DISSATISFACTION WITH THE EQUIPMENT WILL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THIS AGREEMENT. CUSTOMER ALSO ACKNOWLEDGES THAT PROVIDER MAKE BEST EFFORT TO DELIVER EACH INDIVIDUALLY SET UP MESSAGE. THE PROVIDER MAKES ABSOLUTELY NO GUARANTEE TO DELIVER THE MESSAGE AT THE TIME REQUESTED BY THE CUSTOMER.

9. Intellectual Property: Provider shall have no liability for violation of any patent, copyright, trademark or trade secret or for violation of any license or franchise arising out of or resulting from (a) the use of the services or equipment in combination with any other product or service not supplied by Provider, or (b) modification of the services or equipment by, or on behalf of Customer.

10. Indemnity: Customer agrees to indemnify, hold harmless, and defend Provider against any claims relating to Customer's misuse of service or equipment under this Agreement to the extent allowed by law. Customer agrees to reimburse Provider for any and all costs and reasonable attorneys' fees

incurred by Provider in defending any claims relating to Customer's misuse of service or equipment.

11. **Confidential Information:** Customer shall hold in strictest confidence information provided to the Customer by Provider that is marked confidential or proprietary ("Confidential Information") for the Term of this Agreement and for a period of two years following the expiration or termination of this Agreement. Customer acknowledges that Provider would suffer irreparable damage in the event of any material breach of these provisions. Accordingly, in such event, Provider would be entitled to obtain preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity as the result of a breach or threatened breach of this section.

12. **Termination:** A non-breaching party may terminate this Agreement if the other party commits a material breach of any term or condition of this Agreement and fails to cure such breach within a thirty (30) day period after receiving written notice of such breach. Except as provided above, if Provider terminates Customer's service for good cause, then Customer shall pay \$50.00 per service to Provider for each such termination as an early termination fee. If Customer has ten (10) or more services and at any time after the 90 day Ramp Up period terminates service on thirty (30) percent of the Minimum in service, then Customer shall pay Provider the monthly fee for each terminated service multiplied times the number of months remaining in the Term of this Agreement. Furthermore, if Provider determines that Customer is misusing the equipment or service in any manner, then Provider may terminate and/or suspend service without notice to Customer.

13. **Availability of Service:** Advanced Voice Technologies Inc. uses Publicly Switched Telephone Network to transmit the message, so Provider can not provide service when Customer's wireless equipment is not in range of one of the transmission sites that provided the wireless service to the Customer by the wireless carrier, or the phone service carrier, or if there is not sufficient network capacity available at the moment. Weather, topography, buildings, Customer's wireless equipment, and other conditions Provider does not control may also cause missed messages or other problems.

14. **Response Procedure:** If service is unavailable in Provider's service area for more than twenty-four (24) continuous hours due to Provider's fault, Provider will give Customer a pro rata daily credit for the period Customer is without service. To receive such credit, Customer must notify Provider in writing within thirty (30) days after the first bill is received for the period during which the interruption started.

15. **Assignment:** Provider may assign, in whole or in part, its rights or duties under this Agreement to any assignee. Customer may not assign this Agreement without the prior written consent of Provider, which shall not be unreasonably withheld. Subject to these restrictions, this Agreement shall apply to, inure to the benefit of, and be binding upon the successors and assignees of the respective parties.

16. **Notices:** All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by (a) registered or certified mail, postage prepaid, in any Post Office in the United States; (b) hand delivery; (c) overnight courier; or (d) facsimile transmission upon confirmation of receipt by the recipient.

If to Provider:
CUSTOMER CARE
Advanced Voice Technologies, Inc.
22681 E Ridge Trail Drive
Aurora, CO 80016

If to Customer:
To the billing address of record maintained by Provider.

17. **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be held by a court of competent jurisdiction or by a duly appointed arbitrator to be invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of its invalidity or unenforceability, and the remainder of such provision and the remaining provisions of this Agreement shall remain in full force and effect.

18. **Account Access Number:** Provider will assign one account number (also referred to as an "access number", "user ID", "group ID", and "password"), if applicable, to each unit in service. Customer agrees that it does not have any property right or ownership in the access number, or in the password number the Customer or Provider may establish. Provider may change the Customer's access number if Provider determines it is necessary to comply with regulatory and/or commercial requirements, however, Provider shall not arbitrarily change Customer's access number and in the event of change Provider shall specifically advise Customer of the reason for such change.

19. **Potential Additional Charges:**

19.1. **Charges:** Customer is required to pay a monthly service charge, and charges for delivering of long-distance message, messages, over the monthly limit, and charges for activation, suspension, termination and exchanges, if applicable, as well as fees related to Provider's regulatory and/or governmental costs.

19.2. **Post Contract Messages:** Any outgoing messages scheduled for distribution after the scheduled termination date of the contract or early termination of the contract are billable services. All applicable service fees and outbound calling fees will be billed to the customer.

19.3. **Tax:** If any federal, state or local government tax, fee, duty, or surcharge (collectively referred to as a "Tax") is required by applicable law to be collected from Customer by Provider, then (a) Provider shall bill Customer for such Tax, (b) Customer shall timely remit such Tax to Provider, and (c) Provider shall, where applicable, remit such collected Tax to the appropriate taxing authority. If Provider does not collect a Tax because Customer has provided Provider with evidence of exemption, and if such as an exemption is later determined to be inadequate, then, as between Provider and Customer, Customer shall be liable for such uncollected Tax and for all interest, penalties and additions to Tax which are determined to be due with respect to such uncollected Tax.

19.4. **Over the monthly limit rate:** Each minute over the monthly subscription minute will be billed at a rate of \$0.20 dollar per minute. Long distance charge is also apply and is calculated according to section 19.5 of this agreement.

19.5. **Long-distance message:** Additional charge of \$0.06 dollar per minute will be added for long distance message. Any message delivery outside the area code 303, and 720 are considered as long distance message.

19.6 **Usage Terms:**

- All usage fees will be rated and billed at a call cycle minimum of 60 seconds and at 6-second increments thereafter.
- The greater of one (1) year commitment or (2) the Service Contract Commitment on the Service Order Form.
- The Monthly Minimum will include all recurring charges due to Provider under this agreement. Customer shall pay Provider the greater of (1) the Monthly Recurring Minimum Amount of the Service Order Form signed by the Customer or (2) the amount invoiced by Provider on a monthly basis based on actual usage.
- The term of the Monthly Minimum will be calculated from the date Provider informs Customer that the Service is available for use (the Live Date).
- When starting service within a current billing cycle, the first month billing will be prorated on actual days contract commenced until the close of the current monthly billing cycle. For example, say if the Monthly Recurring Minimum Amount on the Service Order Form is \$2000.00, then the cost per day for the Customer is $\$2000.00/30 = \66.67 . Customer first month's bill would be, 20 days left in November, $20 * \$66.67 = \1333.33 .
- Fees paid to Provider or its operating affiliates do not apply toward satisfaction of the Monthly Recurring Minimum Amount under this agreement.

20. **Authority:** The parties hereby represent that they have full power and authority to enter into and perform this Agreement and know of no contracts, agreements, promises or undertakings that would prevent the full execution and performance of this Agreement.

21. **Reservation of Rights:** Either party's waiver of any of its remedies for a breach by the other party shall not operate to waive any other remedies available to it, nor shall such waiver operate to waive rights to any remedies for a future breach, whether of a like or different nature.

22. **Dispute Resolution And Mandatory Arbitration:** INSTEAD GOING TO COURT, BOTH PARTIES AGREE TO SETTLE ALL DISPUTES (EXCEPT CERTAIN SMALL CLAIMS) ONLY BY ARBITRATION. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THIS AGREEMENT, AS A COURT WOULD. TO THE FULLEST EXTENT PERMITTED BY LAW WE EACH AGREE THAT:

22.1. YOU MUST FIRST PRESENT ANY CLAIM OR DISPUTE TO US BY CONTACTING CUSTOMER SERVICE TO ALLOW US AN OPPORTUNITY TO RESOLVE THE DISPUTE (SEE ALSO PARAGRAPHS 22.1 AND 22.2 BELOW). YOU MAY REQUEST ARBITRATION IF YOUR CLAIM OR DISPUTE CANNOT BE RESOLVED WITHIN 60 DAYS.

22.2. THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR CONTRACTED SERVICES WITH PROVIDER OR ANY OF ITS AFFILIATES OR PREDECESSORS IN INTEREST, OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS ON AN INDIVIDUAL BASIS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB") AS DESCRIBED BELOW. (IF CUSTOMER'S LOCAL SMALL CLAIMS COURT OFFERS ARBITRATION, CUSTOMER MAY ALSO USE THAT PROCESS FOR ANY DISPUTE THAT QUALIFIES.) THIS DOES NOT CHANGE CUSTOMER'S SUBSTANTIVE RIGHTS, JUST THE POTENTIAL FORUMS FOR RESOLVING DISPUTES. IN ADDITION, CUSTOMER CAN STILL BRING ANY ISSUES CUSTOMER MAY HAVE TO THE ATTENTION OF APPROPRIATE FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES AND THEY CAN STILL, IF THE LAW ALLOWS, SEEK RELIEF AGAINST PROVIDER ON CUSTOMER'S BEHALF.

22.3. FOR CLAIMS OVER \$10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY. FOR CLAIMS BETWEEN \$2,500 AND \$10,000, THE AAA'S ARBITRATION RULES FOR THE RESOLUTION OF CONSUMER-RELATED DISPUTES (THE "CONSUMER RULES"), WHICH INCLUDE A SMALL CLAIMS COURT OPTION, WILL APPLY. FOR CLAIMS UNDER \$2,500, THE COMPLAINING PARTY CAN CHOOSE EITHER THE CONSUMER RULES OR THE BBB'S RULES FOR BINDING ARBITRATION. AN ARBITRATOR MAY, UNDER ANY OF THESE RULES, REQUIRE EACH PARTY TO EXCHANGE RELEVANT EVIDENCE IN ADVANCE. IN LARGE/COMPLEX CASES UNDER THE WIA RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF THREE (3) NEW ARBITRATORS.

22.4. CUSTOMER CAN OBTAIN RULES AND FEE INFORMATION FROM THE AAA (www.adr.org), THE BBB (www.bbb.org) OR FROM PROVIDER. A MEDIATOR CAN HELP PARTIES REACH AGREEMENT, BUT DOES NOT DECIDE THEIR ISSUES. CUSTOMER CAN CONTACT PROVIDER AT www.advoicetech.com OR THROUGH CUSTOMER SERVICE TO FIND OUT MORE.

22.5. ONLY AN ARBITRATOR CAN DECIDE WHETHER AN ISSUE IS ARBITRABLE. AN ARBITRATOR CAN ALLOCATE THE FEES AND COSTS OF ARBITRATION IN AN AWARD. IF AN APPLICABLE STATUTE PROVIDES FOR AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM, TOO.

22.6. ANY ARBITRATION OR LEGAL ACTION WITH RESPECT TO ANY AND ALL CLAIMS OR CAUSES OF ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS AFTER THE CAUSE OF ACTION ARISES, OR WITHIN THE APPLICABLE STATUTORY PERIOD OF TIME, WHICHEVER IS SHORTER. THIS LIMITATIONS PERIOD DOES NOT APPLY TO ANY GIVEN CAUSE OF ACTION WHEN THE STATUTORY LIMITATIONS PERIOD FOR THAT CAUSE OF ACTION CANNOT BE WAIVED, RESTRICTED OR OTHERWISE LIMITED BY YOU.

22.7. IF FOR SOME REASON THESE ARBITRATION REQUIREMENTS DON'T APPLY, EACH PARTY WAIVES ANY TRIAL BY JURY.

23. **Entire Agreement:** This Agreement contains the full and complete understanding between the parties, supersedes all prior agreements and understandings, whether written or oral pertaining to the services and can not be modified except by a written instrument signed by both parties.

24. **Governing Law:** This Agreement shall be governed by the laws of the State of Colorado regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Disputes requiring arbitration shall be resolved in Denver City for customers with ten (10) or more services and in the largest U.S. city within 200 miles of Customer's billing address for those customers with less than ten (10) services.

25. **Execution of Agreement:** This Agreement may be executed in several counterparts, a copy of which shall be considered an original for all purposes whatsoever.