

Managed Voice Service Terms of Service

1. GENERAL TERMS AND CONDITIONS

The Managed Voice Service Agreement governs both ETSZONE service and any ETSZONE-approved or ETSZONE-provided devices used to deliver ETSZONE Managed Voice Service (“MVS”). The Managed Voice Service Agreement applies to all users of each ETSZONE account subscribing to or using ETSZONE Managed Voice Services. The Customer agrees to the terms of service contained herein.

2. DEFINITIONS

“**ETSZONE**”: ETSZONE Principles, Employees, and Subcontractors

“**Customer**”: The customer to whom ETSZONE provides Services

“**Agent**”: Means by which ETSZONE can monitor, diagnose, or prevent interruptions of service(s), network(s), or workstation(s).

“**Agreement**”: The order for ETSZONE Managed Voice Services signed by The Customer. The Agreement contains the specific terms of the service, including customer usage allowances, pricing, and scope of service.

“**Business Day**”: Mondays through Fridays; excluding holidays in the United States.

“**Business Hours**”: 8:00 a.m. - 5:00 p.m., United States central time.

“**Confidential Information**”: Information disclosed by ETSZONE to the Customer, or by the Customer to ETSZONE, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential will be treated as confidential:

- (i) Customer: all information transmitted to or from, or stored on the Customer’s computers, in the Customer’s place of business, and Email;
- (ii) ETSZONE: unpublished prices and other terms of service, audit and security reports, product development plans, and other proprietary information or technology;
- (iii) Both Parties: information that is marked or otherwise conspicuously designated as confidential. Information that is independently developed by either Party, without reference to the other's Confidential Information, or that becomes available to either Party other than through violation of the Agreement or applicable law, shall not be Confidential Information of the other Party.

“**Hardware**”: The mechanical, magnetic, electronic, and electrical devices comprising the voice system, including the voice server, motherboards, disk drives, keyboards, mice, monitors/screens, power supplies, ports, drives, speakers, fans, voice stations, power supplies, routers, switches and other accessories.

“**MVS**”: ETSZONE Managed Voice Service

“**Party (ies)**”: ETSZONE and the Customer who have entered into an Agreement for Service(s)

“**Service(s)**”: The ETSZONE Managed Voice Services provided to the Customer.

“**Software**”: Written programs, procedures, rules, and associated documentation pertaining to the operation of Hardware.

3. EQUIPMENT

The equipment used to deliver ETSZONE Managed Voice Services is owned and maintained by ETSZONE (unless otherwise specified in the Service Agreement), thereby providing the Customer with ongoing maintenance and support.

ETSZONE disclaims any and all warranties related to the equipment not expressly stated in the MVS Agreement, including the implied warranties of merchantability, fitness for a particular purpose, and non infringement. The Customer is solely responsible for the suitability of the Services chosen. Any services that ETSZONE is not contractually obligated to provide, but that ETSZONE may perform, for the Customer at the Customer's request and without any additional charge, is provided on an AS IS basis.

A. Tampering with the Equipment

The Customer may not change the electronic serial number, equipment identifier, encryption keys, or other authentication or technical data of ETSZONE devices; or perform a factory reset of a device without prior written consent from ETSZONE.

B. Prohibited Equipment and Devices

The Customer is prohibited from using ETSZONE Services with any devices other than devices received from ETSZONE or ETSZONE-approved retailers, or devices that are approved by ETSZONE in writing. If ETSZONE approves the usage of Customer-owned voice stations, the Customer is responsible for the repair or cost of replacement. The Customer will provide a UPS for the sole use of the voice system.

C. Responsibility for Hardware

ETSZONE will not be responsible for theft or vandalism of ETSZONE property and equipment while the property is in the Customer's possession. ETSZONE equipment is the sole responsibility of the Customer while in the Customer's possession. The Customer must ensure that the equipment remain securely stored at all times and ensure that only authorized individuals have access to the equipment. Customer is responsible for the cost of equipment damaged through their neglect or misuse. ETSZONE voice hardware must be stored in a dry area that maintains a temperature of at least 72 degrees Fahrenheit.

4. ETSZONE's OBLIGATIONS

ETSZONE will provide the Services in accordance with the specifications in these Agreements. ETSZONE may perform any supplementary services outside of the Agreement and charges for supplementary services will be billed at ETSZONE's discretion. ETSZONE will perform all Services in accordance with applicable law and in good faith.

5. CUSTOMER OBLIGATIONS

The Customer must use reasonable security precautions throughout the term of the ETSZONE Managed Voice Service Agreement. The Customer must comply with applicable state and federal laws, as well as, the terms of this Agreement. The Customer must cooperate with ETSZONE's reasonable investigation of service outages, security inquiries, and any suspected breach of the Agreement. The Customer is responsible for keeping account permissions, billing, and other account information up-to-date. The Customer must pay fees for the Services as stated in the signed Agreement between ETSZONE and the Customer.

6. PROMISES ETSZONE DOES NOT MAKE

A. General

ETSZONE does not promise that the Services will be uninterrupted, error-free, or completely secure. The Customer acknowledges that there are risks inherent in Internet connectivity that could result in the temporary loss of service, privacy, Confidential Information, and intellectual or personal property.

B. Warranties

ETSZONE disclaims any and all warranties not expressly stated in the Agreement including the implied warranties of merchantability, fitness for a particular purpose, and non infringement. The Customer is solely responsible for the suitability of the Services chosen. Any services that ETSZONE is not contractually obligated to provide, but that ETSZONE performs for the Customer at the Customer's request and without any additional charge, is provided on an AS IS basis.

7. BILLING, PAYMENT FEES, TAXES, AND USAGE CHARGES

A. BILLING AND PAYMENTS

Monthly Managed Service payments are due by the 1st of the month. Monthly fees are billed 15 days before the calendar month of Service. ETSZONE will charge the Customer's payment, in advance, for each monthly service period, along with associated taxes and surcharges. ETSZONE will bill in arrears for any usage and calls not covered by the Customer's plan. Payments received after the 10th of the month will accrue a 5% late fee. Past due amounts will continue to accrue a 5% late fee each month. Payments provided to ETSZONE via credit card are processed within 3 days (before or after) of the first day of each Service month. There is a \$30 charge for credit card or check payments that are returned to ETSZONE by the financial institution and an alternate payment method will be required. When the Customer's provides credit card payment information to ETSZONE, the Customer authorizes ETSZONE to collect and process payments via that given method, including disconnection fees, recovery fees, and any other outstanding charges. This authorization will remain valid for 30 days after the Customer terminates in writing.

If the Customer wishes to discontinue service during the agreement period, the Customer must provide ETSZONE advanced written notice at least 30 days and a payment equal to 60% of the remainder of the Agreement will be billed to the Customer. ETSZONE will invoice and charge immediately upon disconnection for any unbilled amounts and any fees that are overdue.

Monthly services are delivered for a 36-month Agreement term, renewable automatically on an annual basis thereafter (unless otherwise stated in the Agreement). At the conclusion of the agreement period, if either Party wishes to terminate the service, that Party must provide written notification of at least 30 days to the other Party. Failure to make payment does not terminate the agreement. ETSZONE reserves the right to terminate the Agreement for breach and to suspend services, or any portion thereof, for non-payment. If the Customer's account is suspended for non-payment, monthly charges will continue to accrue through the end of the agreement period.

B. Notices

The Customer's routine communications regarding Services, including any notice of non-renewal, should be sent to the ETSZONE Account Team. If the Customer is giving notice regarding termination of the Agreement for breach, indemnification, or other non-routine legal matter, the Customer should send it by electronic mail and first class United States mail to:

ETSZONE

Managed Services Account Team

25214 Grogans Park Drive

The Woodlands, TX 77380

info@etszone.com

ETSZONE's routine communications regarding Services and legal notices will be sent to the individual(s) the Customer designates as its contact(s) on its account either by electronic mail, USPS mail, or an overnight courier. Notices are deemed received as of the time delivered, or if that time does not fall within a Business Day, as of the beginning of the first Business Day following the time delivered. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

C. Taxes

State and local governments may assess taxes, surcharges, fees, or all of these, on the Customer's use of ETSZONE Managed Voice Services. These charges may be a flat fee or a percentage of the Customer's charges and may change without notice. These charges are based on the rates applicable to the address provided to ETSZONE by the Customer. The Customer is responsible for all applicable taxes, fees, or charges related to ETSZONE Managed Voice Services. These amounts are in addition to the payment for ETSZONE Services or devices. ETSZONE will bill these charges to the Customer's agreed-upon payment method, according to the terms in the Agreement. If the Customer is exempt from payment of any of these taxes, the Customer must provide ETSZONE with documentation that satisfies the legal requirements attesting to tax-exempt status. Tax exemption will only apply from the date ETSZONE receives the Customer's documentation.

D. Usage Charges

ETSZONE provides Managed Voice Service usage according to the terms agreed upon in the Agreement between the ETSZONE and the Customer. Voice usage exceeding the contracted amount will be charged in blocks of 1000 minute increments, unless the Agreement states otherwise. Partial blocks of minutes will be rounded up to the next full block (e.g., 1,900 minutes will be rounded up to 2,000 minutes; or 2 blocks of 1000 minutes). Fractional usage charges will be billed in full cents. ETSZONE will round up cents when the value is \$0.005 or more and down when the value is less than \$0.005.

E. Analog Usage Charges

Usage charges for analog phone line usage will be billed in full minute increments. Partial minutes will be round to the next full minute, unless ETSZONE or the Agreement states otherwise. Fractional usage charges will be billed in full cents. ETSZONE will round up cents when the value is \$0.005 or more and down when the value is less than \$0.005.

F. Charges for Directory Calls (411)

ETSZONE will charge \$2.00 for each call placed to Directory Assistance (e.g.: 411), except when such calls are expressly included in the Agreement.

G. No Credit for Non-Usage or Misdialing

Neither non-usage of the Service nor misdialing while using the Service entitles the Customer to a credit for, or refund of, any portion of a payment made to ETSZONE.

H. Collection

Upon disconnection of the Customer's Managed Voice Services for violation of this Agreement, the Customer will remain liable to ETSZONE for all charges under this Agreement. In addition, the Customer is liable for any and all the costs incurred by ETSZONE to collect these charges, including collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

I. Billing Disputes

If the Customer wishes to dispute any charges on a billing statement, the Customer must notify ETSZONE within 7 days after the Customer's receipt of the monthly invoice in question. If the Customer does not dispute the charges within 7 days, the Customer waives any right to contest the charges.

8. SUSPENSION OF SERVICES

ETSZONE may suspend Services without liability if:

- i. ETSZONE reasonably believes that the Services are being used in violation of the Agreement;
- ii. The Customer does not cooperate with ETSZONE's reasonable investigation of any suspected violation of the Agreement;
- iii. There is an attack on the Customer's System or the System is accessed or manipulated by a third-party without the Customer's consent;
- iv. ETSZONE is required by law to suspend the Customer's Services; or
- v. There is another event for which ETSZONE reasonably believes that the suspension of Services is necessary to protect the ETSZONE network or customers. ETSZONE will provide the Customer with advance notice of a suspension under this paragraph of at least twelve (12) Business Hours, unless ETSZONE determines in a reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect ETSZONE or its other customers from imminent and significant operational or security risk.

9. TERMINATION FOR BREACH

A. Termination by the Customer

Customer may terminate the Agreement for breach if:

- (i) ETSZONE materially fails to provide the Services as agreed and does not remedy that failure within ten (10) days of the Customer's written notice describing the failure;
- (ii) ETSZONE materially fails to meet any other obligation stated in the Agreement and does not remedy that failure within thirty (30) days of the Customer's written notice describing the failure.
- (iii) Customer may terminate specified Service(s) after the acceptance of an Agreement upon 30-days' written notice to ETSZONE. If Customer does so, or if Service is terminated by ETSZONE, the Customer shall pay ETSZONE a termination charge equal to the sum of:
 - All unpaid amounts for Service actually provided; and
 - 60% of the balance of the Agreement.

Customer acknowledges that the charges in this Section are a genuine estimate of ETSZONE's actual damages and are not a penalty.

B. Termination by ETSZONE

ETSZONE may terminate the Agreement for breach if:

- (i) ETSZONE discovers that the information the Customer provided for the purpose of establishing the Services is materially inaccurate or incomplete;
- (ii) The individual signing the Agreement did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the Customer;
- (iii) Payment of any invoiced amount is overdue and the Customer does not pay the overdue amount within fourteen (14) Business Days of ETSZONE's written notice;

- (iv) Without notice if the Customer has made payment arrangements via credit card or other third-party, and the third-party refuses to honor our charges;
- (v) The Customer fails to comply with any other provision of the Agreement and do not remedy the failure within thirty (30) days of our notice to the Customer describing the failure.
- (vi) If the Customer violates the Agreement on more than one occasion, even if the Customer cures each violation within a reasonable time.

10. 911 EMERGENCY CALLING CAPABILITIES

Limitations of Emergency Calling (911) Capabilities

ETSZONE customers have access to either e911 or basic 911 services. e911 service allows the emergency services call center to receive the caller's physical location and a call back number. It is important to note that, due to limitations of Voice over Internet Protocol call capabilities, the call back number that the emergency services call center receives may not be the same as the Customer's main telephone number. ETSZONE advises that 911 callers provide an additional call back phone number (e.g., the Customer's main telephone number), as well as, additional call back numbers, if available (e.g., a cell phone number).

With basic 911, the emergency services call center will not have access to the caller's physical location or phone number. The caller must provide the operator with this information. ETSZONE recommends that the caller also provide additional call back numbers (e.g., a cell phone number). Emergency calls on the ETSZONE system may not be connected if local electricity or broadband connectivity is interrupted. 911 calling capability is not available or supported on soft phones and remote extensions located away from the Customer's main service location.

11. PROHIBITED USES, UNLAWFUL USES, AND INAPPROPRIATE CONDUCT

A. Lawful Purposes

The Customer may use ETSZONE Services and devices only for lawful, proper, and appropriate purposes. Below is a non-exhaustive list of examples of illegal, improper, and inappropriate uses of ETSZONE Services and/or devices.

The Customer shall not use ETSZONE Services for threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. In addition, the Customer shall not use ETSZONE services or devices, unless indicated in the Agreement, for auto-dialing, inbound/outbound centralized or distributed call center activity, telemarketing (including charitable or political solicitation or polling), fax or voicemail broadcasting or blasting, for continuous or extensive chat line access; and shall not use ETSZONE Services or devices to impersonate another person, send bulk unsolicited messages; use robots, data mining techniques, or other automated devices or programs to catalog, download, store, or otherwise reproduce or distribute information from ETSZONE Services or use any automated means to manipulate ETSZONE Services; use ETSZONE Services to violate any law, rule or regulation; violate any third-party's intellectual property or personal rights; or use of an open telephone line as a monitor, intercom, or transcription service.

B. Monitoring

ETSZONE may monitor the use of Services for violations of this Agreement. ETSZONE may remove or block all communications if ETSZONE suspects a violation of this Agreement, or if ETSZONE reasonably believes such action to be necessary in order to protect ETSZONE; its Services; its affiliates, directors, officers, agents, and employees from harm.

C. Providing Information to Authorities and Third-Parties

If ETSZONE reasonably believes that the Customer has used ETSZONE Services or devices for unlawful purposes, ETSZONE may forward the relevant communication and other information, including the Customer's identity, to the appropriate authorities for investigation and prosecution. Through acceptance of this Agreement, the Customer consents to our forwarding of any such communications and information law enforcement authorities. In addition, ETSZONE may disclose the Customer's name, telephone number, credit card, and other personal information; and any communications sent or received by the Customer, and any other information that ETSZONE may have about the Customer's account, including the types of service, length of service, MAC address(es), IP address(es), email address(es), registered 911 address, and all other account information, as follows:

- i. in response to law enforcement or other governmental agency requests;
- ii. as required by law, regulation, rule, subpoena, search warrant, or court order;
- iii. as necessary to identify, contact, or bring legal action against someone who may be misusing the Service, the device, or both;
- iv. to protect ETSZONE's rights and property; or
- v. in emergency situations where disclosure of such information is necessary to protect ETSZONE customers or third parties from imminent harm.

D. Transfer of Service

The Customer may not resell or transfer ETSZONE Services or devices, or provide ETSZONE Services or features to another party without first receiving written authorization from ETSZONE.

E. Alterations or Tampering

The Customer is not to copy or alter the Hardware, Software, or firmware on ETSZONE equipment or devices without express permission. If the Customer copies or alters the firmware or Software installed on ETSZONE devices in any way that facilitates a compromise of ETSZONE Services, the Customer is responsible for any charges that may result.

The Customer may not attempt to "hack" or otherwise alter or disrupt ETSZONE Services or make any use of ETSZONE Service that is inconsistent with its intended purpose.

F. Theft of Service

The Customer may not use or obtain ETSZONE Services in any manner that avoids ETSZONE policies and procedures, including an illegal or improper manner. The Customer will notify ETSZONE immediately at 713-559-1400 or <http://www.etszone.com/contact>, if any device is stolen or if the Customer has reason to believe that ETSZONE services are being stolen, used fraudulently, or otherwise being used in an unauthorized manner. Upon notification of such an event, the Customer must provide an account number and a detailed description of the circumstances of the theft, fraudulent use, or unauthorized use of ETSZONE Services. If the Customer fails to notify ETSZONE in a reasonably timely manner, ETSZONE may disconnect the Customer's Services and levy additional charges on the Customer. Until ETSZONE is notified, the Customer will be liable for all use of ETSZONE Services and any stolen, fraudulent, or unauthorized use of ETSZONE Services whether or not it involves a stolen device.

12. WHO MAY USE THE SERVICE

The Customer may permit its subsidiaries and affiliated companies to use the Services. ETSZONE will provide support only to the Customer; not to the Customer's customers, subsidiaries, or affiliates who

are not listed in the Agreement. There are no third-party beneficiaries to the Agreement, meaning that the Customer's customers, subsidiaries, affiliates and other third-parties do not have any rights against either Party under this Agreement.

13. NO HIGH RISK USE

The Customer may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, the Customer may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug and Cosmetic Act.

14. SERVICES MANAGEMENT AGENT

The Customer agrees that the Customer will not interfere with any services management Software or Hardware Agent(s) that ETSZONE installs on the Customer's System. ETSZONE agrees that its agents will use only a minimal amount of computing resources, and will not interfere with the Customer's use of the System. ETSZONE will use the Agent(s) to track System information, so that it can more efficiently manage various service issues, such as patching exceptions, outages, and product life cycles. ETSZONE may also use the Agents to identify security vulnerabilities. ETSZONE will not use the Agents to view or capture the Customer's content or data. The Customer's Services will become "unsupported" if the Customer disables or interferes with ETSZONE's services management agent(s).

15. LIMITATION ON WARRANTIES, REMEDIES, AND LIABILITY

AS IS Services

The Customer agrees that ETSZONE Managed Voice Services are provided "AS IS," except to the extent provided below.

A. No Warranties on Service

ETSZONE makes no warranties, express or implied, including any implied warranties of merchantability, fitness of the service or device for a particular purpose, title or non-infringement or any warranty arising by usage of trade, course of dealing or course of performance. In addition, ETSZONE does not warrant that the Service or devices will be without failure, delay, interruption, error, omission, degradation of voice quality, or loss of content, data, or information. Neither ETSZONE nor its officers, directors, employees, affiliates, agents, or any other service provider or vendor who furnish Services, devices, or products to the Customer for ETSZONE Services will be liable for unauthorized access to transmission facilities, premises, equipment, or for unauthorized access to, alteration of, theft, or destruction of, Customer's data files, programs, procedures, or information through accident, fraudulent means, devices, or any other method, regardless of whether such damage occurs as a result of ETSZONE's, its service providers', or vendors' negligence. Statements and descriptions concerning ETSZONE Services or devices, if any, by ETSZONE or ETSZONE's agents or installers are informational and are not meant to serve as a warranty of any kind.

B. No Credit Allowances for Interruption of Service

ETSZONE does not offer credit or discount for any interruption of ETSZONE Services.

C. Limitation of Liability

ETSZONE is not liable for any delay or failure to provide service, including 911 dialing, at any time or any interruption or degradation of voice quality that is caused by any of the following:

- Third-party omission: an act or omission of an underlying carrier, service provider, vendor, or other third-party;
- Equipment failure: equipment, network, or facility failure;
- Equipment modification: equipment, network, or facility upgrade or modification;
- Force majeure: force majeure events, such as acts of God, acts of nature, labor strikes, fire, war, riot, acts of terrorism, and government actions;
- Equipment shortage: equipment, network, or facility shortage;
- Equipment relocation: equipment or facility relocation;
- Loss of power: service, equipment, network, or facility failure caused by the loss of power to the Customer;
- Outages: outage or blocking of ports by the Customer's ISP, broadband service provider, or other impediment to usage of service caused by any third-party;
- Acts or omissions: any act or omission by the Customer or any person using ETSZONE Services or devices
- Other causes: any other cause that is reasonably beyond ETSZONE's control, including failure of or defect in any device, the failure of an incoming or outgoing communication, the inability of communications (including 911 dialing) to be connected or completed, or forwarded.

D. Disclaimer of Liability for Damages

In no event will ETSZONE; its officers, directors, employees, affiliates, agents, or any other service provider that furnishes services or devices to the Customer in connection with ETSZONE Services be liable for any damages; including personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use a device or the Service, or inability to access emergency service personnel through the 911 dialing service or to obtain emergency help. These limitations apply to claims founded in breach of contract, breach of warranty, product liability, tort, and all other theories of liability. These limitations apply whether or not ETSZONE was informed of the likelihood of any particular type of damages.

E. Disclaimer of 911 Liability

ETSZONE disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center. ETSZONE does not have any control over any local emergency response center. Therefore, ETSZONE is not responsible for whether they answer calls using ETSZONE's 911 dialing service, how they answer these calls, or how they are handled. ETSZONE relies on third-parties to assist in routing 911 dialing calls to local emergency response centers and to a national emergency calling center. ETSZONE is neither liable nor responsible if the data used by a third-party to route calls is incorrect or produces an erroneous result. Neither ETSZONE, nor its officers or employees, may be held liable for any claim, damage, loss, fine, penalty, cost, and/or expense (including attorneys' fees) by, or on behalf of, the Customer or any third-party or user of ETSZONE's Service, relating to ETSZONE's Service, including 911 dialing or the Customer's device.

F. Limit on Total Liability

Our total liability under this Agreement will not exceed the Service charges for the affected time period. ETSZONE will not be responsible for third-party fees or charges; including banking fees, overdraft fees, cellular phone or other wire line charges, technician charges, or other similar charges.

16. INDEMNIFICATION AND WAIVER OF CLAIMS

A. Indemnification

The Customer shall defend, indemnify, and hold harmless ETSZONE; its officers, directors, employees, affiliates, agents, and any other service provider that furnishes Services to the Customer, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including attorneys' fees) by, or on behalf of, the Customer or any third-party or user of ETSZONE Services, including 911 dialing, ETSZONE device(s), or use of ETSZONE Services by the Customer or others using the Customer's account (whether or not such usage is expressly authorized by the Customer).

B. Claims

ETSZONE will choose legal counsel to defend the claim, provided that these decisions must be reasonable and must be promptly communicated to the Customer. The Customer must comply with ETSZONE's reasonable requests for assistance and cooperation in the defense of the claim. ETSZONE may not settle the claim without the Customer's consent, although such consent may not be unreasonably withheld. The Customer must pay expenses due under this section as ETSZONE incurs them.

The Customer waives all claims or causes of action arising from, or relating to, ETSZONE's 911 dialing service, unless the claims or causes of action arise from our gross negligence, recklessness, or willful misconduct.

C. Monetary Liability

Notwithstanding anything in the Agreement to the contrary, except for liability based on willful misconduct, fraudulent misrepresentation, and liability for death or personal injury resulting from ETSZONE's negligence, the maximum aggregate monetary liability of ETSZONE; its employees, agents, suppliers, or affiliates in connection with the Services, the Agreement, and any act or omission related to the Services or Agreement, under any theory of law (including breach of contract, tort, strict liability, violation of law, and infringement) shall not exceed 3 months' payment.

D. Content

The Customer is liable for damages that may arise as a result of the transmission of data to any person, whether or not the transmission is authorized by the Customer, using ETSZONE Services or devices. The Customer promises that the Customer and anyone who uses ETSZONE Services and all the content comply at all times with all applicable laws, regulations, and written and electronic instructions for using ETSZONE's Service and the device(s).

E. Account Information

The Customer is liable for any and all damages that may arise from the Customer's failure to provide true, accurate, current, and complete information; and to maintain and promptly update such information. If the Customer provides any information that is untrue, or if ETSZONE has reasonable grounds to suspect any information is untrue, inaccurate, misleading, not current or complete, ETSZONE may suspend, terminate, or refuse any and all current and future use of ETSZONE services, or any portion thereof.

F. Governing Law and Lawsuits

This Agreement is governed by the laws of the state of Texas, exclusive of its choice of law principles, and the laws of the United States of America, as applicable. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Exclusive venue for all disputes arising

out of the Agreement shall be in the state or federal courts in Montgomery County, Texas, and each Party agrees not to bring an action in any other venue. The Customer waives all objections to this venue and agree not to dispute personal jurisdiction or venue in these courts. The Customer agrees not to bring or participate in any class action lawsuit against ETSZONE or any of its employees or affiliates. Each Party agrees that neither Party will bring a claim under the Agreement more than two-years after the time that the claim accrued. If this Agreement is a transaction in interstate commerce, the Federal Arbitration Act ("FAA"), and not state arbitration law, shall govern the interpretation and enforcement of the arbitration provision.

G. No Waiver of Rights

Failure by ETSZONE to exercise or enforce any right or provision of this Agreement will not constitute a waiver of the right or provision. ETSZONE reserves all of its rights at law and equity to proceed against anyone who uses its services or devices in violation of this Agreement. All determinations by ETSZONE under these this Agreement or the terms of the sales Agreement and exercise of its rights are made and done in the sole and absolute discretion of ETSZONE.

H. Survival

The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

I. No Third-Party Beneficiaries

Parties which are not a party to this Agreement do not have any remedy, claim, liability, reimbursement, or cause of action. This agreement does not create any third-party beneficiary rights.

J. Legal Age

The Customer promises to be of legal age to enter into this Agreement and the Customer has read and fully understands the terms and conditions of this Agreement.

K. Integrated Clause

This Agreement, including any future modifications to its terms constitutes the entire Agreement between the Customer and ETSZONE. This Agreement governs the Customer's use of ETSZONE Services, and the use of ETSZONE Services by the Customer's guests, employees, and other agents acting in cooperation with the Customer. This Agreement supersedes any prior Agreements between the Customer and ETSZONE. This Agreement also supersedes all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

L. Severability

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. This invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

17. PUBLICITY

The Customer agrees that ETSZONE may publicly disclose that ETSZONE is providing Services to the Customer and ETSZONE may use the Customer's name and logo to identify the Customer as ETSZONE's customer in promotional materials. ETSZONE will not use the Customer's name or logo in a manner that suggests an endorsement or affiliation without express permission.

18. CHANGES TO THESE TERMS

ETSZONE may change the terms and conditions of this Agreement from time-to-time. By accepting ETSZONE Services, the Customer agrees that ETSZONE may provide to the Customer, by use of electronic communications, required notices, agreements, and other information concerning ETSZONE, including changes to this Agreement. ETSZONE may give the Customer notice of a change by posting the change on the home page of www.etszone.com, on the Customer's monthly invoice, in a newsletter, by e-mail, on the relevant web page of the applicable Service, or by other permitted communication. Such notices will be considered given and effective on the date posted. These changes will become binding on the Customer on the date they are posted and ETSZONE is not required to give the Customer further notice in order for the Customer to continue using ETSZONE Services. By continuing to use the Service after revisions are in effect, the Customer accepts and agrees to all revisions. If the Customer does not agree to the changes, the Customer must terminate ETSZONE Services by writing immediately.

Termination and recovery fees will not be applicable to termination of Service due to increases in service plan prices or other material changes if the Customer's account is in good standing and the Customer notifies ETSZONE in writing of intent to terminate ETSZONE services within 30 days after posted notice of the change.

Increases in usage rates, taxes, and surcharges, such as the Federal Program Fee, or discretionary billable add-ons or features will not be subject to waivers of termination and recovery fees. When posted, this Agreement supersedes all previously agreed to electronic and written terms of service, including, any terms included with the packaging of devices. It also supersedes any written terms provided to retail customers with retail distribution, including written terms in the packaging of devices. If the Customer wishes to withdraw consent to receive notices electronically, the Customer must discontinue use of ETSZONE Services. Continued use of ETSZONE Services by the Customer will be considered an acceptance of this Agreement.

Revised: February 18, 2013