



**800Comms, LLC**  
**MASTER SERVICES AGREEMENT**

This Services Agreement ("Agreement") is between Captive Communications, 800Comms ("Provider") and the user ("you", "user", or "Customer") of Provider's software and enhanced Residential and/or Business Information Services ("Service"). This Agreement governs the terms and conditions of use and Service provided by Provider to Customer and any devices or equipment, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter, softphone, software or any other IP connection device ("Device" or "Equipment") used in conjunction with the Service. By activating the Service, you acknowledge that you have read, understood, and agree to each and every term of this Agreement, including, but not limited to, the use of the Service; the Service provided; and the use of 999 dialing service, billing, taxes, and termination of Service, among others.

1. **Term.** Unless terminated in accordance with Section 12, the Provider shall provide the Services to Customer for 36 months (the "Initial Term") commencing upon the activation of the Services. Upon expiration of the Initial Term, this Agreement shall automatically renew for a period equal to that of the Initial Term (each such renewal term, a "Renewal Term," and all Renewal Terms and the Initial Term together, the "Term") unless written notice of cancellation is received by 800Comms thirty days prior to the end of the Initial Term or the then current Renewal Term. You are purchasing Service for full monthly terms, meaning that if you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including without limitation, unbilled charges, plus a disconnect fee, all of which immediately become due and payable. Expiration of the term or termination of Service does not excuse Customer from paying all unpaid, accrued charges due in relation to the Agreement.

2. **Fees and Payment.**

2.1 **Fees.** Customer shall pay all non-refundable amounts set forth in the Plan for Service for the duration of the Term, including, but not limited to, the following charges: monthly charge for Service based upon the type and service level plan selected; payment for any Device or Equipment ordered by Customer, and associated shipping and handling fees; and a one-time activation and/or installation charges. Monthly billing for recurring fees shall commence upon the date of activation of the Service, prorated for any partial monthly Service. Customer will be invoiced monthly for all amounts due and owing Provider. All payments are due within 20 days after date of invoice. All payments required by this Agreement are exclusive of any national, state, municipal or other governmental excise, sales, value-added; and occupational taxes and other levies, for all of which Customer shall be responsible, and will pay in full other than taxes based on Provider's net income. Customer will be deemed to be in default hereunder if payment is not received within 20 days after invoice date, justifying suspension of Service, and such will be sufficient cause for immediate termination of this Agreement by Provider. In addition to its other remedies, upon Customer's failure to pay within twenty (20) days, Provider may charge Customer the greater of 1%-1 1/2% interest per month or the maximum rate of interest allowable under applicable law. In the event Customer moves the location of Service, Provider reserves the right to charge Customer an additional activation and/or installation fee.

2.2 **Residential Service/Service Purchased Via Provider's Website.** For Residential Service, and Business Service purchased via Provider's website, Provider accepts payment only by credit or debit card. Accordingly, prior to initiation of Service, Customer shall provide Provider with a valid credit or debit card ("primary card"). After initiation of Service, Customer shall provide an optional back-up credit or debit card ("secondary card") with information for billing of the Service. If the primary card provided expires, is cancelled, lost, or for any reason whatsoever is not valid, Provider shall be authorized, without the necessity of any additional writing or notice, to charge or debit the secondary card. Further, Customer must advise Provider immediately if Customer becomes aware of such expiration, cancellation, or loss of either card, and provide Provider with additional replacement credit or debit card information. Provider will bill all charges to Customer's credit or debit card, including, but not limited to: activation fees and Service fees, among others, according to the Plan elected by Customer and Section 2.1 above. Provider reserves the right to bill at more frequent intervals if the amount due at any time exceeds £\_\_\_\_\_.00 U.K. Customer agrees to pay Provider at such modified intervals in accordance with Provider's procedures at the time of such billing. Customer's use of Service authorizes Provider to charge the credit or debit card account number on file with the Provider. This authorization will remain valid until 30 days after Provider receives Customer's written notice terminating Provider's authority to charge Customer's credit or debit card. Provider may terminate Service if any charge to Customer's credit or debit card on file with Provider is declined.

2.3 **Billing Disputes.** End User must dispute any charges for the Services in writing within thirty (30) days of the date of the charge by 800Comms or End User waives any objection and further recourse. Written statements disputing charges must be sent to:

85 Tottenham Court Road  
London W1T 4TQ  
United Kingdom  
billing@800comms.co.uk

3. **Service.** Service is an enhanced voice communication service, whereby voice communications are converted to Internet Protocol ("IP") and carried, in part, over high-speed Internet access, also known as broadband Internet service. Service may be generically referred to as "Voice Over IP."

3.1 **Use of Service.**

3.1.1 **Business Use and Plans.** To the extent applicable, Service is provided to Customer as a business user. This means that Customer may not share Service with or resell or transfer Service to any other person or entity for any purpose, without express prior written permission of Provider. Customer agrees that the selected business plan does not include, nor grant, the right to use Service for telemarketing, continuous autodialing, facsimile broadcasting, or other activities that are inconsistent with normal business usage patterns, and that such use is deemed an unauthorized use. Such unauthorized use of Service will obligate Customer to pay Provider's higher rates for such service for all periods in which Customer uses or has used Service. Further, Customer's unauthorized use of Service, as defined above, may result in immediate termination of this Agreement and resulting damages due Provider.

3.1.2 **Residential Use and Plans.** To the extent applicable, Service is provided to Customer as a residential user only. This means that Customer is not authorized to use, in any manner, Service for any commercial activities, profit-making, or non-profit business, including, but not limited to, home office, business, sales, tele-commuting, tele-marketing, fax broadcast, or any other activity that would be inconsistent with normal residential usage patterns. This also means that

Customer is not to share, resell, or transfer Service to any other person or entity for any purpose, without express prior written permission from Provider. Customer agrees that use of Service for any commercial purpose will obligate Customer to pay Provider's rates for commercial service on account of all periods, including past periods, in which Customer uses, or has used, Service for commercial purposes. Further, Customer's unauthorized use of Service, as defined above, may result in immediate termination of this Agreement and resulting damages due Provider.

3.2 **Service Distinctions.** You acknowledge and understand that Service is not a telephone service. Accordingly, the Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before federal, state, or provincial telecommunications regulatory agencies.

3.3 **Loss of Service Due to Power Failure or Interruption.** Customer acknowledges and understands that Service does not function in the event of power failure, or in the event of broadband or high speed Internet access service interruption. Should there be an interruption in the power supply or broadband or high-speed Internet access service, Service will not function until power or broadband or high-speed Internet access is restored. A power failure or disruption may require Customer to reset or reconfigure Equipment prior to again utilizing Service. CUSTOMER UNDERSTANDS AND AGREES THAT PROVIDER SHALL NOT INCUR LIABILITY FOR CUSTOMER'S LOSS OF SERVICE DUE TO AN INTERRUPTION OR FAILURE OF POWER. CUSTOMER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT POWER DISRUPTIONS OR FAILURES WILL ALSO PREVENT DIALING TO EMERGENCY SERVICE NUMBERS.

3.4 **Non-Voice Communications Equipment.** Customer acknowledges and agrees that non-voice communications equipment, including but not limited to, home security systems, that are set up to make automatic phone calls, fax machines, modems, and medical monitoring devices, may not be compatible with the Service. CUSTOMER WAIVES ANY CLAIM AGAINST PROVIDER FOR INTERFERENCE WITH OR DISRUPTION OF SUCH SYSTEMS DUE TO THE SERVICE.

4. **Equipment.** To the extent that this Agreement includes installation, management, and maintenance of Provider-owned equipment ("Provider Equipment"), the Parties agree as follows:

4.1 As part of Service, to the extent Provider may furnish telecommunication and digital transmission connections and links, switches, routers, telephones, and other hardware, except as may be purchased from Provider by Customer, they shall be considered Provider Equipment hereunder.

4.2 Customer shall take such actions as are directed by Provider to protect Provider Equipment and shall keep Provider Equipment free and clear from all liens, claims, and encumbrances.

4.3 Customer shall not move, configure, reconfigure, program or otherwise affect Provider Equipment in any manner without prior written consent of Provider

4.4 **PROVIDER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PROVIDER EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR A PARTICULAR PURPOSE.**

4.5 Provider shall not be liable to Customer or any other person for direct, indirect, special, incidental or consequential damages arising from Customer's use of Provider Equipment or for damages based on strict or absolute tort liability or Provider's negligence.

4.6 Customer hereby acknowledges that any manufacturer's or supplier's warranties with respect to Provider Equipment are passed on to Customer by Provider in good operating condition to the extent assignable; and that Customer shall be responsible for maintaining Provider Equipment.

4.7 At the end of the term of this Agreement, Customer shall return Provider Equipment to Provider.

4.8 Customer shall provide appropriate Equipment space, environment, ducting, and electrical power to enable Provider Equipment to be installed and maintained and Provider to provide the Services.

4.9 Customer hereby agrees to comply with the conditions of any license and/or warranty of Provider Equipment supplied by Provider.

5. **Content (ISP Customers ONLY).**

5.1. **Proprietary Rights of Customer.** As between Customer and Provider, any Customer Content and any other information, data, or material originated or disseminated by Customer shall remain the sole and exclusive property of Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Nothing in this Agreement shall be construed to grant Provider any ownership right in, or license to, the Customer Content provided by Customer to Provider.

5.2. **Proprietary Rights of Provider.** All materials, including, but not limited to, any computer software (in object code and source code form), data, or information developed or provided by Provider or its suppliers under this Agreement, and any know-how, methodologies, Equipment, or processes used by Provider to provide Service to Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively, "Provider Materials") shall remain the sole and exclusive property of Provider or its suppliers. To the extent, if any, that ownership of Provider Materials does not automatically vest in Provider by virtue of this Agreement or otherwise, Customer hereby transfers and assigns to Provider all rights, title, and interest which Customer may have in and to Provider Materials. Customer acknowledges and agrees that Provider is in the business of providing information services and carrier system services, and that Provider shall have the right to provide to third parties services which are the same or similar to Service provided Customer, and to use or otherwise exploit any Provider Materials in providing such Services.

5.3. **Privacy and Limitation on Customer Content.** Provider reserves the right to monitor, from time to time, Customer's activity, and Customer hereby consents to such monitoring by Provider. The Parties agree such access does not create a duty on Provider to police, monitor, or exert editorial control over content or use on or of Service. Customer assumes responsibility for ensuring that Customer Content does not infringe or violate any right of any third party. The transmission of any material in violation of any United Kingdom or state law or regulation is prohibited. This includes, but is not limited to, copyrighted material; material legally judged to be threatening, malicious, or obscene; material protected by trade secret; material that is otherwise deemed to be proprietary; any material which may subject Provider to civil or criminal liability; or material judged by the sole reasonable discretion of Provider to be inappropriate or improper such as unsolicited bulk e-mail messages. Provider has zero tolerance for unsolicited bulk e-mail messages and reserves the right to terminate Service in the event that the Provider becomes aware that Customer, or persons making use of Customer's services, are distributing unsolicited bulk e-mail messages via the Service. Placement of any such materials on the Service shall be construed as a material breach of this Agreement.

5.4 **Internet Connection and Privacy.** Customer acknowledges that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to Customer's computer systems, networks, and any and all information stored therein. ALL INFORMATION TRANSMITTED AND RECEIVED THROUGH THE INTERNET CANNOT BE EXPECTED TO REMAIN CONFIDENTIAL AND PROVIDER CANNOT AND WILL NOT WARRANT THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION SO TRANSMITTED, OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S CONNECTION TO OR USE OF THE INTERNET, AND PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE, OR REGULATION OR ANY VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF ANOTHER.

5.5 **Content Backup.** Customer shall maintain adequate back-up arrangements and Equipment in order to maintain Service in the event of the failure of Provider's Equipment or software. Customer shall regularly back-up its Customer Content to protect against data loss or content failure regardless of fault.

6. **Customer Representations and Warranties.** Customer represents and warrants that: (a) Customer has the power and authority to enter into and perform its obligations under this Agreement; (b) Customer Content does not and shall not contain any content, materials, advertising, or services that are inaccurate or that infringe on or violate any applicable law, regulation, or right of a third-party, including, without limitation, export laws, or any proprietary, contract, moral, or privacy right, or any other third-party right, and that Customer owns the Customer Content or otherwise has the right to place the Customer Content on the Service; (c) should Customer receive notice of a claim regarding Service, Customer shall promptly provide Provider with written notice of such claim; (d) Customer represents that it possesses or will obtain the hardware, software, cabling, and network ("Customer's System") to accommodate the Equipment and Service provided by Provider, and acknowledges that the Equipment and Service provided by Provider may perform at different ranges depending on the Customer's System; and (e) Customer represents that it possesses or will obtain an uninterrupted power source for Customer's System to avail itself of the uninterrupted supply of Equipment and Service to the extent offered by Provider.

7. **Use of the Service.**

7.1 **Lawful and Non Fraudulent Use of Service.** Customer represents and warrants that Customer will use the Service, and any Equipment, only for lawful purposes, and that Customer will not use the Service or Equipment for any unlawful, abusive, or fraudulent purpose, including, but not limited to, using Service in a way that interferes with Provider's ability to provide Service or avoids Customer's obligation to pay for Service. If Provider has reason to believe that Customer or someone else is abusing Service or using Service fraudulently or unlawfully, Provider may immediately suspend, restrict, or cancel Service without advance notice. Equipment is intended for use only in the United Kingdom. If Customer removes any Equipment to a country other than the United Kingdom and attempts to use Service outside the United Kingdom, it does so at its own risk, including the risk that such activity may violate local law.

7.2 **Theft of Equipment or Service.** Customer shall notify Provider immediately if any Equipment is stolen or if Customer becomes aware that Service is being stolen or fraudulently used. Failure to so notify Provider in a timely manner may result in the termination of Service and additional charges to Customer.

7.3 **Prohibited Uses of Service.** Customer shall not resell or transfer Service or Equipment supplied by Provider to any other person for any purpose, without express written permission from Provider.

8. **Confidentiality.** Each party agrees that during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other party, including, but not limited to, software, technical processes and formulas, source codes, product designs, sales, cost, and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate: (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party; (b) was known to the receiving party as of the time of its disclosure; (c) is independently developed by the receiving party; or (d) is subsequently learned from a third-party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

9. **Limited Warranty.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES, OR SERVICE INTERRUPTION CAUSED BY THIRD PARTIES. USE OF ANY INFORMATION OBTAINED BY PROVIDER'S SERVICE IS AT CUSTOMER'S OWN RISK. PROVIDER SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICE. CUSTOMER ACKNOWLEDGES THAT SERVICE AND EQUIPMENT, DEVICES, OR OTHER MATERIALS ARE PROVIDED "AS IS, AS AVAILABLE," WITHOUT ANY WARRANTY OF QUALITY, PERFORMANCE, OR FUNCTIONALITY. CUSTOMER ACKNOWLEDGES THAT SERVICE MAY BE TEMPORARILY UNAVAILABLE FOR A NUMBER OF REASONS, INCLUDING BUT NOT LIMITED TO CAPACITY CONSTRAINTS, TRANSMISSION LIMITATIONS, AND MAY BE TEMPORARILY INTERRUPTED OR CURTAILED DUE TO EQUIPMENT/DEVICE MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND SIMILAR ACTIVITIES NECESSARY FOR REPAIR OR IMPROVED OPERATION OF SERVICE.

10. **Limitation of Liability.** PROVIDER SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS, OR EQUIPMENT OR DEVICES. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, PROVIDER SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE; FOR LOST PROFITS OR REVENUES, LOST OR DAMAGED DATA, REPORTS, DOCUMENTATION, OR SECURITY, OR SIMILAR ECONOMIC LOSS; FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING THE INABILITY TO BE ABLE TO DIAL 999 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE; OR FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF PROVIDER TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PROVIDER BY CUSTOMER UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. IN ANY EVENT, FOR SERVICE INTERRUPTION, DUE TO PROVIDER'S ERRORS, OMISSIONS, DELAYS, DEFECTS, LASTING MORE THAN TWENTY-FOUR (24) HOURS, CUSTOMER'S REMEDY SHALL BE LIMITED TO A PRO RATA ABATEMENT OF THE CHARGES PAYABLE BY CUSTOMER FOR THE PERIOD DURING WHICH SERVICE WAS AFFECTED BY PROVIDER'S ERROR, OMISSION, DELAY, OR DEFECT AS CALCULATED BY DIVIDING THE MONTHLY RECURRING CHARGE FOR SERVICE BY THIRTY (30) DAYS MULTIPLIED BY THE NUMBER OF DAYS SERVICE WAS INTERRUPTED. FOR PURPOSES OF THE CREDIT, ONE DAY SHALL CONSIST OF TWENTY-FOUR (24) HOURS, AND IN NO CASE SHALL LIABILITY FOR INTERRUPTION EXCEED THE AMOUNT ACTUALLY PAID TO PROVIDER BY CUSTOMER UNDER THIS AGREEMENT DURING THE PROIR SIX (6) MONTHS.

11. **Liquidated Damages.** Upon the occurrence of a breach by Customer of any provision hereunder, Provider reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and Service provided to Customer. In addition, upon the occurrence of any breach by Customer, 75% of the cumulative total of the balance of all monthly payments remaining on this Agreement shall become due and payable as of that date as liquidated damages and not as a penalty. Customer acknowledges that the amounts payable pursuant to the preceding sentence are equitable compensation to Provider, and are intended to reasonably compensate Provider for the losses which are occasioned by Customer's failure to honor Customer's obligations hereunder and that the exact amount of damages is difficult or impractical to establish.

12. **Early Termination.** Customer may terminate Services prior to completion of the Initial Term upon thirty (30) days' prior written notice to Provider; provided, however, that Customer, except in the case of Provider's inability of failure to provide Services to Customer, shall pay a Cancellation Charge to Provider which will be calculated as the product of the monthly recurring service charge times the number of months remaining in the Term.

13. **Indemnification.** Customer shall indemnify Provider, its affiliates, officers, directors, licensees, and licensors from any and all claims and expenses, including, without limitation, reasonable attorney's fees arising from Customer's breach of any provision of this Agreement or asserted by third parties against Provider arising from Customer's use of any Equipment or Service or from any other action or inaction by Customer.

14. **Governing Law.** This Agreement is deemed to be entered into in the United Kingdom and shall not become a binding obligation of Provider until it has been executed by one of its officers. The Parties agree that any dispute arising under this Agreement shall be governed by and construed in accordance with the laws of the United Kingdom. The parties acknowledge and agree that the state courts of United Kingdom shall have exclusive jurisdiction and venue to adjudicate any and all disputes arising out of or in connection with this Agreement. The parties consent to the exercise by such courts of personal jurisdiction over them and each party waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine.

15. Reserved

16. **Assignment.** Provider may assign this Agreement without Customer's prior consent and all of Provider's rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. Customer shall not assign, without prior written consent of Provider, its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law, or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

17. **Amendment.** This agreement may be modified only by a written instrument executed by both Provider and Customer.

18. **Price Changes.** Provider may decrease prices without providing any advance notice. Increases to prices or charges for International Calls, Toll Free (8xx) calls and increases to charges that *recover costs associated with government programs* are effective three (3) days after notice of change to Customer, either by posting said changes on Provider's website, or by electronic mail directed to the e-mail address Customer provided Provider when Customer signed up for Service, or to Customer's current e-mail address if Customer has notified Provider in writing that Customer's e-mail address has changed.

19. **Notice.** Notices to Customer will either be made by posting such notice to Provider's website, or be sent to the e-mail address on file for Customer at Provider. Customer is responsible for notifying Provider of any change to Customer's e-mail address by e-mailing Provider at [billing@800comms.co.uk](mailto:billing@800comms.co.uk). Provider will continue to use the e-mail address on file for Customer unless and until Provider has received Customer's notice of an address change. Notice will be considered given on the earlier of the date Provider posts such notice on Provider's website or the date such notice is sent by the Provider.

20. **Force Majeure.** Except for the payment of fees by Customer, if the performance of any part of this Agreement by either party is prevented, hindered, delayed, or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God, or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between Customer and Provider with respect to the subject matter hereof and there are no representations, understandings, or agreements which are not fully expressed in this Agreement.

22. **Waiver Clause.** The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

23. **Severability.** If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

24. **Headings.** The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

25. **Survival.** All provisions of this Agreement relating to Customer Content, Customer warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, Customer indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

26. **Independent Contractors.** Provider and its personnel, in performance of this Agreement, are acting as independent contractors and not employees or agents of Customer.

27. 999 EMERGENCY CALLING SERVICE. The Federal Communications Commission (FCC) requires that 800Comms provide E999 Service to all customers, including End User facilities that use 800Comms services within the United Kingdom.

27.1 End User acknowledges that 800Comms will not be liable for any service outage and/or inability to dial 999 or any other Emergency Service Operator due to the limitations set forth in this Agreement.

27.2 End User agrees to notify all users of the service of the 999 limitations described herein.

27.3 End User acknowledges that the services provided will not function in the absence of electrical power.

27.4 End User acknowledges that the services provided will not function if there is an interruption of End User's Internet access or IP network service.

27.5 End User acknowledges that any location information passed to an Emergency Operator by 800Comms will be based upon the physical address provided by Customer to 800Comms associated with the calling party.

27.6 End User is required to register the physical location of their equipment with 800Comms, and agrees to update this information with 800Comms whenever the physical location of the equipment is to change.

27.7 End User acknowledges that the service provided, including E999 service, will not function if End User's Local Area Network (LAN) fails, or is not configured correctly.

27.8 End User acknowledges that the service provided, including E999 service, will not function if End User's Phones, Analog Adapters, or Integrated Access Devices are not working, or are not configured correctly.

28. **FRAUDULENT CALLS.** End User shall indemnify and hold 800Comms harmless from any and all costs, expenses, damages, claims or actions arising from fraudulent calls of any nature. End User shall not be excused from paying 800Comms for Services provided to End User or any portion thereof on the basis that fraudulent calls comprised a portion of the Services provided to End User. In the event that 800Comms discovers fraudulent calls being made (or reasonably believes fraudulent calls are being made), nothing contained herein shall prohibit 800Comms from taking immediate action (without notice to End User) that is reasonably necessary to prevent such fraudulent calling activity from occurring, including without limitation, denying Services to particular phone numbers or terminating Services to or from specific locations. Provided, however, nothing contained herein will impose any obligation on 800Comms to take any action with respect to fraudulent calls.

**Customer Acceptance**

BY SIGNING BELOW, I UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS FOR SERVICE AS DESCRIBED IN THE ATTACHED TERMS AND CONDITIONS AND SERVICE ADDENDUM(S), WHERE APPLICABLE. I UNDERSTAND THAT IF I TERMINATE THIS AGREEMENT PRIOR TO SERVICE ACTIVATION, I WILL OWE CAPTIVE A CANCELLATION FEE. I FURTHER AUTHORIZE CAPTIVE TO OBTAIN BILLING INFORMATION AND CUSTOMER SERVICE REPORTS WITH RESPECT TO OUR TELEPHONE NUMBERS. THIS AGREEMENT IS ACCEPTED BY CAPTIVE ON THE DATE INDICATED BELOW, AND THE SERVICE PERIOD SHALL BEGIN, UPON THE INITIATION OF SERVICE.

COMPANY	ADDRESS		
CUSTOMER SIGNATURE	CUSTOMER NAME (PRINT)	TITLE (PRINT)	DATE