

- The mitigation plan is pretty simple, our customers simply do not have direct control of placing calls on the system solution stack.
- TechRx LLC does not provide telecom services as a stand alone service, all services are provided as a package of SAAS master agreement.
- Robocall Mitigation Plan
Customers have no technical avenue to deploy robocall campaigns. Our technicians are involved for appointment reminder automated calls or car pickup call reminders, for example.
- Master service agreement attached for review
- We have an OCN as of Jan 2024 and stir shaken token with iConnectiv
- No company website for TechRx - here's the commercial side website mycallcloud.com

END USER AGREEMENT FOR SERVICES

THIS END USER AGREEMENT (“**AGREEMENT**”), AS THE SAME MAY BE AMENDED FROM TIME TO TIME IN ACCORDANCE WITH THE PROVISIONS SET FORTH HEREIN, IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL PERSON OR A SINGLE LEGAL ENTITY, WHO WILL BE REFERRED TO IN THIS AGREEMENT AS "**YOU**" AND “**YOUR**”) AND MYCALLCLOUD LLC, A COLORADO COMPANY (“**SERVICE PROVIDER**”), WHICH GOVERNS THE TERMS AND CONDITIONS UPON WHICH YOU MAY ACCESS AND USE THE SERVICE (AS DEFINED BELOW). YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. BY CHECKING THE "**I ACCEPT**" BOX BELOW AND/OR BY ACCESSING OR OTHERWISE USING THE SERVICE, YOU EXPRESSLY AGREE AND CONSENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERNING ACCESS AND USE OF THE SERVICE. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, SELECT THE "**I DECLINE**" BOX AND YOU MUST NOT ACCESS OR USE THE SERVICE.

1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below:

2. **“Authorized Agents”** means (as directed and required by Service Provider from time to time) the specified number of Your employees or agents, as provided by You in connection with Your registration process prior to accessing the Service, each of whom is issued with a unique password or similar permission that enables such Authorized Agents to access and use the Service pursuant to the terms and conditions of this Agreement.

3. **“Call Center System”** means an integrated computerized database and automatic call distribution system that enables a user to deliver voice and/or data communications via telephone or internet service to recipients that are directly or indirectly designated or selected by such user.

4. **“Documentation”** means user documentation and/or explanatory materials, in electronic or written form, provided by Service Provider for use with the Service.

5. **“Fees”** means the fees and charges assessed in connection with use of the Service, as set forth in Section 6 herein and in the [quote # .pdf](#) attached hereto as Exhibit A, including without limitation, any and all local and long-distance fees charged on a per-minute basis (or portion thereof) for any local and/or long distance telecommunications connectivity used by You in connection with the Service, plus any applicable access fees or surcharges.

6. **“Law”** means any applicable United States (federal or state) or foreign law, statute, ordinance, code, rule, regulation, order, judgment, decree, requirement or procedure enacted, adopted, applied, enforced or followed by any governmental authority, including without limitation, the Fair Debt Collection Practices Act, 15 U.S.C. 1601 *et seq.*, the Telephone Consumer Protection Act, 47 U.S. C. § 227 *et seq.* (TCPA), as amended, any Federal Trade Commission rules or regulations, the Telemarketing Sales Rule, 16 C.F.R. Part 310 *et seq.*, as amended, any “Do-Not-Call” lists or other no-telephone sales solicitation lists or registries, applicable consumer protection laws, and any other federal, state or local law or regulation pertaining to debt collection and/or the use of telephones, electronic mail, facsimiles, automated or predictive dialing equipment or other telephony or telecommunications products or services, including any and all restrictions, regulations, limitations or prohibitions on commercial, transactional or other advertisement or telecommunication solicitation (whether live, prerecorded, by facsimile, text-messaging, pager or otherwise). This also applies to the FCC commission ruling mandating clear disclosure when reselling leads that are contacted by automated call center calls and SMS messages (December 13, 2023 [Notice FCC 23-107](#)).

7. **“Open Source License”** means any non-negotiable licenses, including without limitation, “open source” or “freeware” Software licenses, or any other stipulations or restrictions requiring that the Service, content and/or any material combined or distributed therewith be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, or (iii) re-distributable at no charge.

8. **“Related Party”** means any owner, parent, partner, affiliate, subsidiary, agent, contractor, director, officer, hired or leased employee or worker, agent, representative or permitted assignee or successor of Service Provider or You, as the case may be and as the context requires; provided that for purposes of this definition, **“affiliate”** means, with respect to a party, any person or entity directly controlling, controlled by or under common control with, such party.

(g) **“Service”** means the computer programs, software applications and interactive computer service for the operation of a Call Center System and its applicable Documentation (if any), including without limitation, all related interfaces, functionality, web-services, supplements, add-on components, corrections, modifications, bug fixes, enhancements, updates, new versions or releases that Service Provider subsequently may make available to You, to the extent that such items are not accompanied by an end user license agreement or other terms of use.

a **“Your Data”** means any data, information, phone numbers, scripts, dial lists or prompts and/or other content or materials provided, submitted, uploaded, transmitted or otherwise used by You (or on Your behalf) in connection with the Service, including, without limitation, any such data, information, phone numbers, scripts, dial lists or prompts and/or other content or materials stored on the Service on Your behalf in connection with Your use of the Service.

b **“PBX Seats”** means any seat that is using the call center system to handle manual or click2call type phone calls.

c **“Agent Seats”** means any seat that uses the system to place automated calls using campaigns, preview or other forms of automation to place outbound calls or receive inbound calls using automated call distribution.

Service.

1. **Your Data.** You represent and warrant to Service Provider that: (i) You are the owner and/or the licensee of all IP Rights relating to Your Data and have the necessary rights to fulfill Your obligations and/or otherwise perform under this Agreement, and (ii) Your Data, and Your use thereof in connection with the Service or as otherwise contemplated by this Agreement, does not, and shall not, infringe any third party’s IP Rights, privacy rights, or other rights, and shall not otherwise violate any applicable Law.

2. **Equipment.** Service Provider shall not be responsible for performance or operational issues experienced by You with respect to access to or use of the Service. You shall be solely responsible for, and Service Provider shall have no liability in connection with, providing, maintaining and ensuring compatibility of the Service with any hardware, third party Service, electrical and other physical requirements to access and use the Service, including, without limitation, operating systems, telecommunications and digital transmission connections and links, routers, local area network servers, virus software, firewalls, or other equipment and services required to or desirable for access and use of the Service.

3. **Availability.** Service Provider shall use commercially reasonable efforts to make the Service available to Authorized Agents pursuant to the terms and conditions of this Agreement. You acknowledge that from time to time the Service may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures, repairs or corrections with respect to the Service or Server; or (iii) causes beyond the reasonable control of Service Provider or which are not reasonably foreseeable by Service Provider, including interruption or failure of telecommunication or digital transmission links, delays or failures due to Your Internet Service Provider, hostile network attacks or network congestion.

4. **Support and Other Services.** Service Provider, in its sole discretion, may provide You with Support Services upon terms mutually agreed upon between the parties in a duly executed and delivered writing. You acknowledge and agree that Service Provider may use any technical information You provide to Service Provider for its business purposes, including for product support and development. If requested by You, Service Provider, in its discretion, may provide consulting or professional services, which shall be billed at Service Provider’s standard rates and prices in effect from time to time and pursuant to terms and conditions to be mutually agreed upon between the parties in writing.

Security. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, YOU SHALL BE SOLELY RESPONSIBLE FOR: (I) UPLOADING, INPUTTING, LOADING OR OTHERWISE USING YOUR DATA IN CONNECTION WITH THE SERVICE; (II) PREVENTING ANY LOSS OR DAMAGE TO YOUR DATA; (III) MAINTAINING INDEPENDENT ARCHIVAL AND BACKUP COPIES OF ALL YOUR DATA; (IV) ENSURING THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF ALL YOUR DATA TRANSMITTED THROUGH OR STORED ON THE SERVICE; AND (V) ENSURING THE CONFIDENTIALITY OF YOUR PASSWORD, LOGIN ID AND/OR MEMBER ACCOUNT, WHICH SHALL BE ISSUED BY SERVICE PROVIDER FOR THE LIMITED PURPOSE OF USING THE SERVICE PURSUANT TO THE TERMS HEREIN. THE SERVICE IS NOT AN ARCHIVE AND SERVICE PROVIDER SHALL HAVE NO LIABILITY TO YOU OR ANY OTHER PERSON FOR LOSS, DAMAGE OR DESTRUCTION OF YOUR DATA. You are solely responsible for any authorized or unauthorized access to and use of the Service via Your password and/or member account. If Your password is lost, stolen or otherwise compromised, You shall promptly change the password or, if You are unable to do so, You shall notify Service Provider, whereupon Service Provider shall suspend use of such password and/or account and issue a replacement password. Notwithstanding anything herein to the contrary, You hereby authorize Service Provider to treat any person using Your password, login ID and/or member account as You (even if such person is using such item(s) without Your authorization), and any resulting transactions, Fees obligations or liabilities shall be attributed to You.

Term; Termination.

1. Term; Termination. This Agreement is effective upon acceptance by you and shall continue in full force until terminated by operation of law or by the acts of either of the parties in accordance with the terms of this Agreement. Either party may terminate this Agreement for any reason upon thirty (30) business days' prior written notice (which notice may be in e-mail form). Notwithstanding anything herein to the contrary and without prejudice to any other rights, upon any actual or alleged breach of this Agreement by You, Service Provider reserves the right, in its sole discretion and upon notice (which notice may be in e-mail form), at any time, to: (i) remove or disable access to all or any portion of the Service; (ii) suspend Your access to or use of the Service; and/or (iii) terminate this Agreement, in which case Service Provider shall have no liability of any kind for such termination, cancellation or suspension. Nothing in this Section is intended to preclude Service Provider from seeking immediate appropriate injunctive relief.

2. Effect of Termination. Upon the termination of this Agreement for any reason, (i) all rights granted herein shall immediately revert to Service Provider and no residual rights will remain with You, (ii) You and any Authorized Agents shall immediately discontinue all access to and use of the Service, (iii) You shall immediately return to Service Provider, or at Service Provider's request, destroy, any Confidential Information (as defined in Section 8, below) in Your possession or control, (iv) You shall immediately pay all Fees associated with Your account, and (v) upon request, certify to Service Provider in writing that You have complied with the foregoing obligations.

Warranty; Disclaimer; Indemnification; Limitation of Liability.

1. Warranty. You represent, warrant and covenant to Service Provider that: (i) You are over the age of eighteen (18) and have the legal power and authority to enter into and perform Your obligations under this Agreement; (ii) You shall comply with all terms and conditions of this Agreement, including, without limitation, the License Restrictions set forth at Section 2(b); (iii) You have provided and will continue to provide true, accurate and complete registration information to Service Provider, including, without limitation, Your legal name, address (including email address), billing, payment and/or credit information, telephone number, and other requested information and shall promptly notify Service Provider of any changes thereto and shall verify any such information upon request from Service Provider; and (iv) You shall not use the Service in violation of any applicable Law and shall otherwise refrain from any act or omission which will cause Service Provider to be in violation of any applicable Law regarding the use of the Service. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE IN VIOLATION OF APPLICABLE LAWS MAY RESULT IN CIVIL OR CRIMINAL PENALTIES AND THAT SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR YOUR USE OF THE SERVICE. YOU HEREBY REPRESENT, WARRANT AND COVENANT THAT IF YOU INTEND TO USE THE SERVICE FOR ANY PURPOSE REGULATED BY APPLICABLE LAW, YOU HAVE CONSULTED WITH, OR HAVE HAD AN OPPORTUNITY TO CONSULT WITH, LEGAL COUNSEL REGARDING THE PERMISSIBLE USE OF THE SERVICE PRIOR TO ENTERING INTO THIS AGREEMENT. FURTHER, YOU HEREBY REPRESENT, WARRANT AND COVENANT TO SERVICE PROVIDER THAT (1) YOU ARE SOLELY RESPONSIBLE FOR AND SHALL OBTAIN ALL NECESSARY CONSENTS OR PERMISSIONS FROM, AND SHALL OTHERWISE ENSURE THAT YOU HAVE A LEGAL RIGHT TO CONTACT, ALL PERSONS OR ENTITIES TO WHOM YOU SEND COMMUNICATIONS USING THE SERVICE; (2) YOU SHALL ONLY SEND SUCH COMMUNICATIONS TO RECIPIENTS THAT YOU ARE LEGALLY PERMITTED TO CONTACT AND ONLY IN THE MANNER LEGALLY PERMITTED; AND (3) IN USING THE SERVICE, YOU SHALL NOT CONTACT AND SHALL DELETE FROM YOUR DATA ANY RECIPIENT THAT DOES NOT WISH TO RECEIVE YOUR COMMUNICATIONS.

2. Disclaimer. THE SERVICE IS PROVIDED "AS IS" AND YOUR USE THEREOF IS AT YOUR SOLE RISK. SERVICE PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT AND/OR ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE SERVICE, ANY COMMUNICATIONS SENT OR RECEIVED IN CONNECTION THEREWITH OR YOUR USE OF THE SAME WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR COMPLETELY SECURE, NOR DOES SERVICE PROVIDER MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. SERVICE PROVIDER SHALL HAVE NO LIABILITY FOR ANY INACCESSIBILITY OF THE SERVICE, ANY VIRUS, TRAPS OR OTHER HARMFUL CODE DIRECTLY OR INDIRECTLY TRANSMITTED BY OR THROUGH THE SERVICE (EXCEPT WHERE THE SAME WAS INTENTIONALLY AND KNOWINGLY CREATED AND TRANSMITTED BY SERVICE PROVIDER FOR HARMFUL PURPOSES WITHOUT YOUR CONSENT), OR ANY DELAY OR FAILURE OF ANY TRANSMISSION, COMMUNICATION OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED VIA THE SERVICE. SERVICE PROVIDER IS UNAWARE OF THE USE TO WHICH YOU WILL PLACE THE SERVICE. SERVICE PROVIDER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH REGARD TO THE USE OF THE SERVICE BY YOU, INCLUDING WHETHER THE USE OF THE SERVICE BY YOU CONFORMS TO APPLICABLE LAWS. YOU SHALL BEAR SOLE RESPONSIBILITY TO DETERMINE WHETHER YOUR USE OF THE SERVICE COMPLIES WITH APPLICABLE LAWS.

3. Indemnification By You. You shall defend, indemnify and hold harmless Service Provider and its Related Parties from and against any and all losses, causes of action, claims, allegations, liabilities, costs, damages and expenses whatsoever (including, without limitation, reasonable attorneys' fees), regardless of the form of action ("Claim"), and shall promptly reimburse Service Provider for all Claims, arising out of or in connection with: (i) Your breach or alleged breach of this Agreement, (ii) Your use, misuse of or reliance on the Service, or (iii) Your or Your Related Parties' or any Authorized Agent's acts or omissions (including negligence or strict liability) related to the subject matter of this Agreement, including, without limitation, any third party claim or action based on, arising out of or relating to Your Data or use of the Service in violation or alleged violation of any applicable Law. Service Provider shall provide You with: (1) prompt written notification of any such Claims; (2) sole control and authority over the defense or settlement thereof; and (3) reasonable assistance necessary to settle and/or defend any such Claim, at Your expense, provided that if any settlement requires any action or admission by, or would impose an indemnified monetary obligation on, Service Provider or its Related Parties, then the settlement will require Service Provider's prior written consent. Failure by Service Provider to provide prompt notice of a Claim or to provide such control and authority or information and assistance, shall not relieve You of Your obligations under this Section, except to the extent that You are materially prejudiced by such failure in Your defense of such Claim. Service Provider may have its own counsel present at and participating in all proceedings or negotiations relating to a Claim, at Service Provider's own expense.

4. Limitation of Liability. NEITHER SERVICE PROVIDER NOR ITS RELATED PARTIES SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA OR LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE SERVICE, OR ANY COMMUNICATION OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED VIA THE SERVICE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, STATUTE, TORT OR NEGLIGENCE), EVEN IF SERVICE PROVIDER OR ITS RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICE AND TERMINATE THIS AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SERVICE PROVIDER 'S AND ITS RELATED PARTIES' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE GREATER OF ANY FEES ACTUALLY PAID BY YOU TO SERVICE PROVIDER FOR USE OF THE SERVICE HEREUNDER. YOU ACKNOWLEDGE THAT THE DISCLAIMERS AND LIMITATIONS HEREIN REFLECT A FAIR ALLOCATION OF RISK AND THAT SERVICE PROVIDER WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS ON ITS LIABILITY, AND YOU AGREE THAT THE FOREGOING DISCLAIMERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, IN SUCH JURISDICTIONS, THE PARTIES AGREE THAT THE LIABILITY OF SERVICE PROVIDER SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH JURISDICTION.

Fees; Payment; Payment Authorization; Certification;

1. Fees and Payment. In consideration of the Service provided by Service Provider hereunder, You hereby agree to pay Service Provider all fees, costs and expenses due pursuant to quote # .pdf attached hereto as Exhibit A. All fees due hereunder are non-refundable and are not contingent on any additional services or products to be provided.

2. Terms. Agreement is renewable on a monthly basis based on pre-payment. You shall provide Service Provider thirty (30) days written notice of cancellation of Agreement or any services ordered throughout the term of service.

3. Late Fees. Any portion of the Fees that is not paid when due will accrue interest at 2% per month or the maximum rate permitted by applicable law, whichever is more, from 5 days after the due date until paid. Unless otherwise prohibited by law, if we do not receive payment in full within 5 days from the due date specified on the invoice You will pay a late fee of \$39. You will be responsible for the cost of any collection activity, including attorneys' fees, regardless of whether suit is filed. Failure of You to make any payment when due shall be deemed to be a material breach of this Agreement. Service Provider reserves the right to suspend access to and use of the Service until such time as any overdue payments, plus any applicable fees and or interest payments, are made. You agree to pay a fee of \$150 to restore service that has been deactivated due to non-payment or late payment. The acceptance by Service Provider of any partial payment shall not constitute a waiver of payment in full by You and any failure of Service Provider to charge Your credit card or to invoice You in a timely manner for any Fees due under this Agreement shall not be deemed a waiver by Service Provider of its rights to payment for such amounts, and all outstanding amounts shall remain due and owing.

4. Returned Payment Fee. You agree to pay Service Provider a \$39 Returned Payment fee anytime you pay with a check or other instrument that is returned unpaid. This fee will apply to checks, credit card, PayPal or any other payment authorization that is returned unpaid.

5. Payment Authorization. By provided the attached Exhibit B you are authorizing Service Provider to automatically debit your account using the attached payment authorization form here in to pay for services if You do not provide payment authorization within 5 days of receiving any invoice.

6. Taxes. The Fees exclude all applicable sales, use, and other taxes, and all applicable export and import fees, customs duties and similar charges attributable to any use by You of the Service, and You will be responsible for payment of all such taxes (other than taxes based on Service Provider's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the Fees or the delivery, provision or license of the Service to You. You will defend, indemnify, and hold harmless Service Provider and its Related Parties from all claims and liability arising from Your failure to report or pay any such taxes, fees, duties or charges.

7. Certification. You agree that within five (5) days of request from Service Provider, You will fully document and certify in writing that Your use of the Service and performance hereunder is in conformity with all terms of this Agreement, in such reasonable detail that Service Provider can independently calculate and verify such usage and compliance. If Your use of the Service exceeds the number of Authorized Agents set forth in Your registration prior to accessing the Service, You shall promptly pay Service Provider the applicable Fees, plus interest on such deficiencies as applicable. The remedy set forth in this Section is cumulative and in no way limits or waives any other remedies available to Service Provider.

Confidentiality.

1. Confidential Information. Except as otherwise expressly provided in Section 8(b), below, You shall protect and keep and maintain in strict confidence, and shall not disclose to third parties, all information relating to the Service (including any Documentation) and any information concerning Service Provider 's technology or business that is furnished or disclosed by Service Provider to You ("**Confidential Information**") and shall use the Confidential Information only as necessary for Your use of the Service in accordance with the terms and conditions of the Agreement. Notwithstanding anything herein to the contrary, You shall (i) notify Service Provider immediately of any unauthorized disclosure, possession, use or knowledge of any Confidential Information, (ii) promptly furnish Service Provider with full details of such disclosure, possession, use or knowledge, and (iii) cooperate with Service Provider in any litigation or otherwise as may be deemed necessary by Service Provider to protect its proprietary rights in the Confidential Information. As between the parties, all Confidential Information is and shall remain the property of Service Provider. By disclosing any Confidential Information to You, Service Provider does not grant any express or implied right to You under any patents, copyrights, trademarks, or trade secret information except as expressly set forth in Section 2(a) (License Grant). Service Provider reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets.

2. Exceptions. The obligations of this Section 8 shall not extend to any information that (i) is now, or hereafter becomes, through no act or failure to act on Your part, publicly known or available; (ii) is known by You at the time of receiving such information, as evidenced by Your contemporaneous written records; (iii) is hereafter furnished to You by a third party, as a matter of right and without restriction on disclosure; or (iv) is required to be disclosed by You by applicable Law, provided that You first give reasonably advanced prior written notice of any such proposed disclosure to Service Provider in order to contest such disclosure or otherwise secure a protective order.

Miscellaneous.

1. Entire Agreement. This Agreement and the documents referred to in this Agreement represent the entire agreement of the parties regarding the subject matter hereof, and supersedes any prior or contemporaneous understandings, whether written or oral. Service Provider strongly recommends that prior to clicking the "I CONFIRM" button below, You print and keep a copy of this Agreement for Your records. This Agreement may be amended or modified at any time, provided that such amendment or modification is in writing and is signed by the parties or is electronically acknowledged/accepted and confirmed by "click-through" by the You. A printed version of this Agreement and of any acceptance given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

2. Privacy. Service Provider's Privacy Policy is incorporated herein by reference and forms a part of this Agreement and describes the collection, use, and sharing of personally identifiable and other information that may be provided in connection with Your or any Authorized Agent's access to and use of the Service.

3. Force Majeure. Except with respect to payment obligations, neither party shall be responsible to the other for any failure or delay in its performance under this Agreement if such failure or delay is due to war, act of terrorism, riot, strike, fire, sabotage, flood, or other natural disaster, catastrophe, or other similar cause outside the reasonable control of the affected party.

4. Waiver. No delay or omission by either party to exercise any right or power will impair any such right or power or be construed to be a waiver thereof. A waiver by any party of any of the covenants, conditions, or obligations to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or obligation herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

5. Independent Contractors. Service Provider and You are independent contractors, each acting for its own account, and neither is authorized to make any commitment or representation, or incur any obligation, express or implied, on the other's behalf. In all matters relating to this Agreement, neither party or its employees or agents are, or will act as, employees of the other party within the meaning or application of any Laws.

6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable Law and the remaining provisions will continue in full force and effect.

7. Remedies. Except as otherwise expressly provided in this Agreement, in addition to any remedies provided in this Agreement, the parties shall have all remedies provided at law or in equity. The rights and remedies provided in this Agreement or otherwise under Law shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other rights or remedies in addition to, or as an alternative of, such right or remedy, except as expressly provided otherwise in this Agreement.

8. No Third Party Beneficiaries. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such third party shall have any right or cause of action hereunder.

9. Attorneys' Fees. If any party shall commence any action or proceeding against the other in order to enforce the provisions of this Agreement, or to recover damages as the result of the alleged breach of any of the provisions of this Agreement, the prevailing party therein shall be entitled to recover all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.

10. Further Assurances. The parties agree (i) to furnish upon request to any other party such further information, (ii) to execute and deliver to any other party such other documents, and (iii) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

11. Survival. The rights and obligations of the parties set forth in Sections 3 (Ownership), 5(b)(Effect of Termination), 6 (Disclaimer; Indemnification; Limitation of Liability and Remedy), 8 (Confidentiality) and 9 (Miscellaneous), and any other provision of this Agreement that by its nature is intended to survive, shall survive the expiration or termination of this Agreement for any reason whatsoever.

12. Construction. The captions and headings contained herein are for purposes of convenience only and are not a part of this Agreement; all references to this Agreement and the words "herein", "hereof", "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision; and the words "including," "included" and "includes" mean inclusion without limitation. In the event of any ambiguities in the language hereof, there shall be no inference drawn in favor of or against either party.

13. Dispute Resolution. This Agreement is made under and will be construed in accordance with the laws of the State of Colorado, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of Colorado. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The parties agree that exclusive venue for any dispute arising under or in connection with this Agreement shall be in the federal district court for the District of Colorado or the state court for the City and County of Denver, Colorado. Each party hereby agrees that such courts shall have *in personam* jurisdiction and venue with respect to such party, and each party hereby submits to the *in personam* jurisdiction and venue of such courts and waives any objection based on inconvenient forum. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING UNDER OR IN RELATION TO THIS AGREEMENT.

14. Notices. Except as otherwise expressly provided herein, any notice, request, approval, authorization, consent, demand or other communication required or permitted to be given or made pursuant to this Agreement shall be in writing, delivered to Service Provider at the address or email address listed on its web site and to You at the address or email address listed in Your registration (or such other address as notified by a party pursuant hereto) and shall be deemed given on the earliest of (i) actual receipt, irrespective of the method of delivery, (ii) on the delivery day following dispatch if sent by express mail (or similar next day air courier service), or (iii) on the sixth (6th) day after mailing by registered or certified United States mail, return receipt requested, postage prepaid and addressed to the last address provided by a party.

15. Assignment. Service Provider, in its sole discretion, may assign, subcontract, or otherwise transfer any of its rights or obligations under this Agreement. You shall not assign, sublicense or transfer, by operation of law or otherwise, this Agreement or any of Your rights or obligations under this Agreement (including Your license with respect to the Service) to any third party without Service Provider's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.

16. Equitable Remedies. The parties acknowledge and agree that a breach or threatened breach of Sections 2(a) (License Grant), 2(b) (License Restrictions) and 8 (Confidentiality) would result in irreparable harm to the non-breaching party or its suppliers for which a remedy at law would be inadequate, and therefore, such party shall have the right to seek to obtain injunctive relief upon any violation or threatened violation of the terms of the foregoing Sections without the necessity of posting bond or other security, in addition to all other rights and remedies available at law or in equity.

17. Compliance With Laws. You shall at all times comply with all applicable Laws and regulations in Your use of the Service.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU ACKNOWLEDGE THAT YOU ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

Company Name:	
Printed Name:	
Signed Name:	
Title:	
Dated:	

Service note:

When at the time INTERNET SERVICE PROVIDER delivers equipment (modem / Router /etc.) to YOUR facility to facilitate internet access related to the project, the INTERNET SERVICE PROVIDER will use best efforts to maintain that particular equipment. YOU are responsible for local environmental considerations including but not limited to UPS (battery backup) supplied power, network configurations, switching, network cabling, and providing an experienced resource for network management (changes, monitoring, troubleshooting, and maintenance).

Exhibit A - Attached: quote # .pdf

Exhibit B

Payment Authorization

I, _____ hereby authorize MyCallCloud LLC to keep the payment method below on file and to use this method to pay for services and or monthly recurring charges under the signed End User Services Agreement and or Contractors Agreement. Customer must authorize each payment transaction in writing. If we do not receive authorization within 3 days from the due date on any invoice we will automatically process payment using this authorization to avoid service suspension.

Please contact our accounting department for assistance: 888.663.0760

**** Return with completed payment instructions to sales@mycallcloud.com ****

Credit Card Authorization Form:

Process payment using credit card payment

Type: (Visa, MasterCard | Amex + 2.5% processing fee)

Credit Card Number: _____

Expiration Date: _____

Security Code (CV number located on back of card): _____

Billing Address: _____

Payors name (print): _____

Cardholder Signature: _____

Date: _____