

# TERMS OF SERVICE

These Terms of Service constitute the agreement ("Agreement") between ThinkSecureNet, LLC or SecureNetMD, LLC ("we" or "us" or "SecureNetMD" or "ThinkSecureNet") and Customer the user ("you," "user", "Customer" or "Subscriber") of SecureNetMD's or ThinkSecureNet's business services and any related product(s) or service(s) ("Service").

This Agreement governs both the Service and any devices, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter, switch, router or any other IP connection device ("Device" or "Equipment"), used in conjunction with the Service

BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ, UNDERSTAND AND FULLY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

## 911 DISCLAIMER

PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY. BY ACTIVATING AND PAYING FOR THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF SNMD & TSN 911 EMERGENCY DIALING SERVICE AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 or E911 CALLS.

- 911 SERVICE DOES NOT WORK IF YOU FAIL TO REGISTER OR UPDATE THE 911 SERVICE WITH YOUR CURRENT LOCATION
- 911 SERVICE WILL NOT WORK IF THERE IS AN ELECTRICAL OR INTERNET SERVICE OUTAGE DUE TO ANY CAUSE
- 911 SERVICE WILL NOT WORK IF YOUR SERVICE HAS BEEN CANCELLED BY YOU OR TERMINATED BY SNMD & TSN
- YOU INDEMNIFY SNMD and TSN FOR ANY FAILURE IN THE 911 SERVICE

Most of SNMD & TSN customers in the U.S., including Alaska and Hawaii, have access to basic 911 or Enhanced 911 (E911) service. Enhanced 911 (E911) service is available for all U.S. customers who register a valid E911 service address. With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. If you live in locations where the emergency center is not equipped to receive your telephone number and address, you have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your exact location, so you must be prepared to give them this information. Until you give the operator your phone number and location, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped, or disconnected, or if you are unable to speak.

As additional local emergency centers become capable of receiving our customers' telephone number and address information, customers will need to register a valid E911 service address to upgrade the service to E911. SNMD & TSN will not inform you that new local emergency centers have been added. If your address is not covered by E911 service, SNMD & TSN advises you to attempt to register your address periodically to determine if a new local emergency center has been added to your area. Certain customers do not have access to either basic 911 or E911 because there are no local emergency centers in their area, or they did not register for an E911 service address. If you do not have access to basic 911 or E911, your 911 call will be sent to the national emergency call center. A trained agent at the emergency call center will ask for the name, telephone number and location of the customer calling 911, and then contact the local emergency center for such customer in order to send help. Emergency personnel do not receive your phone number or physical location when your 911 call is routed to a national emergency call center. Therefore, you must be prepared to give the operator your phone number and location and any other information that

the operator might request. You authorize the national emergency call center to disclose your name and address to the third party or parties involved with providing emergency services to you, including, without limitation, call routers, call centers and local emergency centers. Notify All Users Customers are responsible for informing any household residents, guests and other third persons who may be present at the physical location where you utilize the 911 SERVICE of the important differences in and limitations of 911 SERVICE as compared with traditional 911 land line or cell phone service.

Registration of Physical Location Required For each primary phone number that you use for the Service, you must register with SNMD and TSN the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any 911 calls you make using the 911 SERVICE may be sent to an emergency center near your old address. You must register your initial location of use when you subscribe to the Service. Thereafter, you may register a new location by submitting a service ticket to

[helpdesk@securenetmd.com](mailto:helpdesk@securenetmd.com) or at [helpdesk@thinksecurenet.com](mailto:helpdesk@thinksecurenet.com). For purposes of the 911 SERVICE, you may only register one location at a time for each primary phone line you use with the Service. Re-Registration Required if You Change Your Number or Add or Port New Numbers 911 SERVICE does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number and receive confirmation from SNMD & TSN. Service Outages

You acknowledge and understand that the Service and 911 Service does not function in the event of power failure. Should there be an interruption in the power supply, the Service and 911 Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure the Device and other CPE equipment prior to using the Service and 911. You also acknowledge and understand that the Service and 911 Service requires a fully functional broadband connection to the Internet (which is not provided by SNMD & TSN) and that, accordingly, in the event of an outage of, or termination of broadband service with or by your Internet service provider ("ISP") and/or broadband provider, the Service and 911 Service will not function. If there is an interruption in the power supply and/or an ISP/broadband outage, the Service and 911 Service will not function until the power supply is restored and/or the ISP/broadband outage fixed.

You acknowledge that SNMD & TSN is not responsible for any service outage related to the loss of electrical power, connectivity, suspension or termination by your broadband or Internet service provider, the blocking of ports by your broadband or Internet service provider, suspension or termination of your SNMD & TSN Services/Account or any failures resulting from local or national disasters.

Disclaimer of Liability and Indemnification. You acknowledge and understand that SNMD & TSN and its suppliers will not be liable for any Service outage and/or inability to dial 911 using the SNMD & TSN Service or to access emergency service personnel due to the characteristics and limitation of the SNMD & TSN Service as set forth in this document. You agree to defend, indemnify, and hold harmless SNMD & TSN and its suppliers, its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party user of the Service relating to the failure or outage of the Service, including those related to the 911 SERVICE.

In addition, SNMD & TSN and its suppliers do not have any control over whether, or the manner in which, calls using the 911 SERVICE are answered or addressed by any local emergency response center. SNMD & TSN and its suppliers disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. SNMD & TSN and its suppliers rely on third parties to assist us in routing 911 SERVICE calls to local emergency response centers and to a national emergency calling center. SNMD & TSN and its suppliers disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither SNMD & TSN and its suppliers, nor its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to you in connection with the Service may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to the 911 SERVICE unless such claims or causes of action arose from SNMD & TSN and its suppliers gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless SNMD & TSN and its suppliers, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines,

penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 SERVICE, incorrectly routed 911 SERVICE calls, and/or the inability of any user of the Service to be able to use 911 SERVICE or access emergency service personnel.

Furthermore, you acknowledge that SNMD & TSN and its suppliers do not offer Lifeline service, and that if you are not comfortable with the limitations of the 911 SERVICE, SNMD & TSN and its suppliers strongly recommend that you always have an alternative means of accessing emergency service.

## 1. SERVICE

1.1 Term. The Term shall begin on the date this agreement is executed and continue for a 3 (Three) Year period or as specified on activation form(s). The Term begins on the date that SecureNetMD or ThinkSecureNet activates your Service and ends on the day before the anniversary date of your Term. Subsequent Terms of this Agreement automatically renews on an annual basis unless you give us written notice of non-renewal at least ninety (90) days before the end of the monthly term in which the notice is given. You are purchasing the Service for 3 (Three) Years or as specified in your signed Proposal billed on 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 term of charges to the end of the then-current Term of the agreement, including, without limitation, unbilled charges if applicable, all of which will immediately become due and payable. Expiration of the term or termination of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement.

2.3 Use of Service and ThinkSecureNet or SecureNetMD provided Device. You shall not resell or transfer the Service or the Device to another party without our prior written consent.

## 2.5 Prohibited Uses.

(a) Unlawful. You shall use the Service and the Device only for lawful purposes. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, ThinkSecureNet or SecureNetMD will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others. We reserve the right to terminate your Service if determined by law, the Company was negligent and used the Service or the Device for an unlawful purpose. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service.

2.6 Use of Service and Device by Customers outside the United States. Although we encourage you to use of the Service to place calls to foreign countries from within the United States, we do not presently offer or support the Service in any countries other than the United States and Canada. If you use the Service or the Device outside of the United States or Canada, you will be solely responsible for any violations of local laws and regulations resulting from such use.

2.7 Copyright; Trademark; Unauthorized Usage of Device; Firmware or Software.

(a) Copyright; Trademark. The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

(b) Unauthorized Usage of Device; Firmware or Software. You have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

2.8 Tampering with the Device of Service. You shall not change the electronic serial number or equipment identifier of the Device or to perform a factory reset of the Device without our prior written consent. We reserve the right to terminate your Service if it is proven by log files or documentation or verified by a third party that you have tampered with the Device. In the event of such termination, you will remain responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

2.9 Theft of Service. You shall notify us immediately, in writing or by calling our customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of your

Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service.

2.11 Number Transfer on Service Termination. Upon the termination of your Service, we shall, release to your new service provider the telephone number that you ported (transferred or moved over) to us from your previous service provider and used in connection with your Service if:

- (a) such new service provider is able to accept such number
- (b) you request the transfer upon terminating your account
- (c) your account is paid up to date

2.12 Service Distinctions. The Service is not a telecommunications service and we provide it on a best efforts basis. Important distinctions exist between telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

2.13 Ownership and Risk of Loss. You will own the Device and bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with this Agreement.

2.14 No 0+ or Operator Assisted Calling; May Not Support x11 Calling. The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

2.15 Directory Listing. The phone numbers you obtain from us will be listed in telephone directories. ThinkSecureNet or SecureNetMD is not responsible for any paid advertised listing (i.e yellow pages, local book or similar paid phone number advertisements)

2.16 Incompatibility with Other Services.

(a) Security Systems. The Service may not be compatible with security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.

(b) Certain Broadband and Cable Modem Services. You acknowledge that the Service presently may not be compatible with some broadband services. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

## 2. CHARGES; PAYMENTS; TAXES; TERMINATION

2.1 Billing. When the service is activated, you must provide us with a valid email address and a credit or debit card number from a card issuer that we accept. We reserve the right to stop accepting credit or debit cards from one or more issuers. If your credit or debit card expires, you close your account, your billing address changes, or your credit or debit card is canceled and replaced on account of loss or theft, you must advise us at once. We will bill all charges, applicable taxes and surcharges monthly NET 30 (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears) via invoice pay, including but not limited to:

- \* Activation fees;
- \* Monthly Service fees;
- \* International usage charges;
- \* Advanced feature charges;
- \* Equipment purchases;
- \* Termination fees; and
- \* Shipping and handling charges.

Notification of monthly invoices will be sent to you via your email address on file with us. Any usage charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on our website.

2.2 Billing Disputes. You must notify us in writing within ten (10) days after receiving your credit or debit card statement if you dispute any ThinkSecureNet or SecureNetMD charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:

ThinkSecureNet, LLC or SecureNetMD, LLC

Attn: Billing Department

16557 Coastal Highway

Lewes, DE 19958

### 2.3 Payment and Collection.

(a) Payment. We only accept payment by check, credit or debit card, unless other payment terms have been explicitly agreed to in writing by ThinkSecureNet, LLC or SecureNetMD, LLC. Your subscription to the Service authorizes us to charge your credit or debit card. This authorization will remain valid until 30 days after we receive written notice from you terminating our authority to charge your credit or debit card, whereupon we will charge your credit or debit card for the termination fee, if applicable, and any other outstanding charges

and terminate your Service. We may terminate your Service at any time in our sole and absolute discretion if any charge to your credit or debit card is declined or reversed, your credit or debit card expires and you have not provided us with a valid replacement credit or debit card or in case of any other non-payment of account charges.

(b) Collection. If your Service is terminated, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and attorney's fees.

#### 2.4 Termination; Discontinuance of Service.

If a breach of any provision of this Agreement occurs, written notification will be provided and you will have Thirty (30) days from notification to remedy your breach of this Agreement. If you fail to remedy your breach of this Agreement within Thirty (30) days, or, if such breach is of such nature that it cannot be cured in such thirty (30) day period, and you have undertaken to remedy the breach, termination may occur immediately and you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges all of which will immediately become due and payable.

2.5 Taxes. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to your credit card as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such certificate.

2.6 Termination Fee. In the event of termination either voluntary or arising from a breach in this agreement (except for 3.7), you will remain responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges all of which will immediately become due and payable.

2.7 Payphone Charges. If you use our "Toll Free" feature or any toll free feature that we offer in the future, we will be entitled to recover from you any charges imposed on us either directly or indirectly in connection with toll free calls made to your number. We may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as we deem appropriate for the recovery of these costs.

2.8 Charges for Directory Calls (For example: 215-555-1212 or 411). ThinkSecureNet or SecureNetMD does not offer 411 dialing by default. We will charge you \$1.50 for each call made to directory assistance.

2.9 Charges for Conference Bridge Calls. We will charge you per minute for each caller who calls into your conference bridge. Your Conference Bridge per minute usage fee will be the lower of (i) 3.9 cents per minute, or (ii) the per minute Conference Bridge usage fee determined in your Service Activation

Form or online order form. The per minute usage fee will be calculated based on all participants on the conference bridge, including on-network and off-network participants.

### 3. LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES

3.1 Limitation of Liability. We will not be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- \* an act or omission of an underlying carrier, service provider, vendor or other third party;
- \* equipment, network or facility failure;
- \* equipment, network or facility upgrade or modification;
- \* force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- \* equipment, network or facility shortage;
- \* equipment or facility relocation;
- \* service, equipment, network or facility failure caused by the loss of power to you;
- \* outage of, or blocking of ports by, your ISP or broadband service provider or other impediment to usage of the Service caused by any third party;
- \* any act or omission by you or any person using the Service or Device provided to you; or
- \* any other cause that is beyond our control, including, without limitation, a failure of or defect in any
- \* Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Dialing) to be connected or completed, or forwarded.

Our aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.

3.2 Disclaimer of Liability for Damages. IN NO EVENT WILL THINKSECURENET OR SECURENETMD, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO 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 THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY



SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

### 3.3 Indemnification and Survival.

(a) Indemnification. You shall defend, indemnify, and hold harmless ThinkSecureNet or SecureNetMD, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party or user of the Service, relating to the Services, including, without limitation, 911 Dialing, or the Device.

(b) 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.

### 3.4 No Warranties on Service.

No Warranties on Service. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, 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 OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER THINKSECURENET OR SECURENETMD NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF SECURENETMD'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY THINKSECURENET OR SECURENETMD OR SECURENETMD'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

### 3.5 Device Warranties.

(a) Limited Warranty. Except as set forth herein, if you received the Device new from us and the Device included a limited warranty at the time of receipt, you must refer to the separate limited warranty document provided with the Device for information on the limitation and disclaimer of certain warranties.

Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation.

(b) No Warranty. If your Device did not include a limited warranty from us at the time of receipt, you are accepting the Device "as is". You are not entitled to replacement, repair or refund in the event of any defect.

(c) Disclaimer. OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE AND THE RETAIL CUSTOMER LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE. DEVICE WARRANTIES DO NOT APPLY TO BUSINESS CUSTOMERS.

3.6 No Third Party Beneficiaries. No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

3.7 Content. You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or Device (each such person, a "User"). You shall assure that your and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to terminate or suspend your Services and remove your or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others.

Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.

3.8 Recording Conversations. ThinkSecureNet or SecureNetMD provides a function that allows a user or Subscriber to record individual telephone conversations. The laws regarding the notice and notification requirements of such recorded conversations vary by state to state. Subscriber is solely responsible for applying the local laws in the relevant jurisdiction when using this feature.

#### 4. EMERGENCY SERVICES - 911 DIALING

4.1 Non-Availability of Traditional 911 or E911 Dialing Service. The Service does not support traditional 911 or E911 access to emergency services in all locations. Where we do not offer traditional 911 or E911 access, we offer a feature known as "911 Dialing" which is a limited emergency calling service available only on ThinkSecureNet or SecureNetMD certified Devices or Equipment. The 911 Dialing feature may not work at all when used in conjunction with a Soft Phone, Virtual Numbers or Subscriber provided Customer Premise

Equipment. Our 911 Dialing feature is not automatic; you must separately take affirmative steps, as described in this Agreement and on our website, to register the address where you will use the Services in order to activate the 911 Dialing feature. You must do this for each ThinkSecureNet, LLC or SecureNetMD, LLC phone number that you obtain. You shall inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of (i) the ThinkSecureNet, LLC non-availability of traditional 911 or E911, and (ii) the important differences in and limitations of the ThinkSecureNet, LLC or SecureNetMD, LLC 911 Dialing feature as compared with traditional 911 or E911 dialing. The documentation that accompanies each Device that you purchase should include a sticker concerning the potential non-availability of traditional 911 or E911 dialing (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on each Device that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer care department at (302)703-9717.

4.2 Registration of Physical Location Required. For each phone number that you use for the Service, you must register with ThinkSecureNet, LLC or SecureNetMD, LLC the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location and notify ThinkSecureNet, LLC or SecureNetMD, LLC immediately. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address. You will register your initial location of use when you subscribe to the Service. Thereafter, you may register a new location by following the instructions from the "911" registration link on your ThinkSecureNet, LLC or SecureNetMD, LLC web administrative portal features page. For purposes of the 911 Dialing feature, you may only register one location at a time for each phone line you use with the Service.

4.3 Confirmation of Activation Required. Your 911 Dialing feature will not be activated for any phone line that you are using with the Service, unless and until you receive an email from us confirming that the 911 Dialing feature has been activated for that phone line or notification from a ThinkSecureNet or SecureNetMD representative.

4.4 How Emergency Personnel are contacted. We contract with a third party to use the address of your registered location to determine the nearest emergency response center and then forward your call to a general number at that center. When the center receives your call, the operator will not have your address and may not have your phone number. You must therefore provide your address and phone number in order to get help. Some local emergency response centers may decide not to have their general numbers answered by live operators 24 hours a day. If we learn that this is the case, we will send your call instead to a national emergency calling center and a trained agent will contact an emergency center near you to dispatch help. You hereby authorize us to disclose your name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to your registered location.

4.5 General Disruption. There are a variety of circumstances where our Services, including 911 Dialing, may not function. You acknowledge that ThinkSecureNet, LLC or SecureNetMD, LLC is not responsible for any loss of service, including 911 Dialing that may result under such circumstances.

(b) Service Outages Due to Power Failure or Disruption. 911 Dialing does not function in the event of a

power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

(c) Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service. Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

(d) Service Outage Due to Suspension or Termination of Your ThinkSecureNet, LLC or SecureNetMD, LLC Account. Service outages due to suspension or termination of your account will prevent all Service, including 911 Dialing, from functioning.

(e) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts. Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that ThinkSecureNet, LLC or SecureNetMD, LLC is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing that may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement.

(f) Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement. 1.6 Re-Activation Required if You Change Your Number or Add or Port New Numbers. 911 Dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.

4.6 Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

4.7 Possible Lack of Automatic Number Identification. It may or may not be possible for the local emergency personnel to automatically obtain your phone number when you use 911 Dialing. Our system is configured to send the automatic number identification information; however, one or more telephone companies, not us, route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911 Dialing call may not be able to automatically obtain your phone number and call you back if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason.

4.8 No Automated Location Identification. In most service areas, it is not possible at this time to transmit to the local emergency response center the address that you registered for 911 Dialing. You will need to state the nature of your emergency promptly and clearly, including your location (and possibly your telephone number), as the operator will not have this information. Emergency personnel will not be able to find your location if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your location, or if the Service is not operational for any reason.

4.9 Disclaimer of Liability and Indemnification. ThinkSecureNet, LLC or SecureNetMD, LLC does not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither ThinkSecureNet, LLC or SecureNetMD, LLC nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless ThinkSecureNet, LLC or SecureNetMD, LLC, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel. Alternate 911 Arrangements. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or terminating the Service.

## 5. MISCELLANEOUS

5.1 Governing Law. The Agreement and the relationship between you and us is governed by the laws of the Delaware without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 5.2, you shall submit to the personal and exclusive jurisdiction of the courts located within Delaware and waive any objection as to venue or inconvenient forum.

5.2 Mandatory Arbitration and No Jury Trial. Any dispute or claim between you, any member of your household or any guest or employee of you and us arising out of or relating to the Service or Device will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Delaware. The arbitrator's decision will follow the plain meaning of the relevant documents, and will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. ALL

claims shall be arbitrated individually. You shall not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND AN AGREEMENT TO BE SUBJECT TO JURISDICTION IN, AND CONDUCT ARBITRAL PROCEEDINGS IN, Delaware.

5.3 No Waiver of Rights. Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

5.4 Entire Agreement. This Agreement, including any future modifications as may occur within the terms of the Agreement, and the rates for Services found on our website constitute the entire agreement between you and ThinkSecureNet or SecureNetMD and govern the use of the Service by you, members of your business, employees and guests. This Agreement supersedes any prior agreements between you and ThinkSecureNet or SecureNetMD and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

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

## 6. FUTURE CHANGES TO THIS AGREEMENT

6.1 We may change the general terms and conditions of this Agreement, except for pricing and duration of the agreement, and sections 2.1, 2.11, 3.1, 3.4, 3.6, 3.7 from time to time with 90 days notice. Notice by ThinkSecureNet or SecureNetMD will be considered given and effective on the date posted on [www.securenetmd.com](http://www.securenetmd.com) or [www.thinksecurenet.com](http://www.thinksecurenet.com). ThinkSecureNet or SecureNetMD will make best efforts to notify Customers in advance via email regarding changes to the terms and conditions of this Agreement. Such changes will become binding on you on the 90<sup>th</sup> day after they are posted to our website and no further notice by us is required upon your continued use of the Service. The Agreement as and when posted supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms included with the packaging of the Device and also supersedes any written terms provided to Retail Customers in connection with retail distribution, including, without limitation, any written terms enclosed within the packaging of the Device.