

Terms of Service

1. TERMS AND CONDITIONS. These terms and conditions ("Terms and Conditions") are an integral part of the agreement ("Agreement") between SenaWave LLC ("SenaWave") and a Customer ("Customer") of the SenaWave services. Any SenaWave services or products (collectively, the "Services") provided by SenaWave to Customer shall be governed by the terms and conditions herein. By purchasing the Services, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. They affect the legal rights between Customer and SenaWave by, among other things, requiring (1) MANDATORY ARBITRATION OF DISPUTES; (2) charging an EARLY DISCONNECTION FEE; and (3) LIMITING SENAWAVE'S LIABILITY UNDER THE AGREEMENT.

2. MANDATORY ARBITRATION.

2.1. Arbitration Procedures. PLEASE READ THIS PROVISION CAREFULLY. EXCEPT AS SET FORTH BELOW, CUSTOMER AND SENAWAVE WILL ARBITRATE ANY DISPUTES OR CLAIMS IN ANY WAY RELATED TO OR ARISING OUT OF THE AGREEMENT, ANY BREACH OF THE AGREEMENT, OR THE PROVISION OF SERVICES OR PRODUCTS TO CUSTOMER, INCLUDING ANY BILLING DISPUTES (collectively, "CLAIMS"). CLAIMS SHALL BE SUBMITTED TO FINAL, BINDING ARBITRATION ADMINISTERED BY AMERICAN ARBITRATION ASSOCIATION ("AAA"). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate also requires Customer to arbitrate claims against other parties relating to Services or Products provided or billed to Customer if Claims are asserted against SenaWave in the same proceeding. ARBITRATION WILL BE CONDUCTED UNDER THE AAA'S PUBLISHED COMMERCIAL ARBITRATION RULES. Customer and SenaWave agree to bear their own fees, costs, and expenses, including those for any attorneys, experts, and witnesses. The place of arbitration shall be in Salt Lake City, Utah U.S.A. The language of the arbitration shall be English.

2.2. PREFILING NOTICE OF CLAIM. BEFORE INSTITUTING ARBITRATION OR SUIT, CUSTOMER WILL PROVIDE SENAWAVE WITH AN OPPORTUNITY TO RESOLVE THE CLAIM BY SENDING A WRITTEN DESCRIPTION OF THE CLAIM TO SENAWAVE AT THE ADDRESS OR EMAIL ADDRESS BELOW. IF SENAWAVE IS NOT ABLE TO RESOLVE THE CLAIM WITHIN 30 DAYS OF RECEIPT OF NOTICE, THEN CUSTOMER OR SENAWAVE MAY INITIATE ARBITRATION OR SUIT AS DESCRIBED IN SECTION 2.1. All claim notices should be sent to: Director of Customer Service SenaWaveLLC, 2607 S Decker Lake Blvd, Suite 100, -or- info@senawave.com. CUSTOMER WILL NOT DEMAND ARBITRATION OR FILE SUIT UNLESS CUSTOMER FOLLOWS THE FOREGOING PROCEDURES IN THIS SECTION 2.2 AND THIS SECTION 2.2 MAY BE PLEADED AS A FULL AND COMPLETE BAR AND DEFENSE TO, AND MAY BE USED AS A BASIS FOR AN INJUNCTION AGAINST, ANY ARBITRATION, ACTION, SUIT, OR OTHER PROCEEDING INSTITUTED IN BREACH OF THIS SECTION.

2.3. TIME LIMITATION. Customer agrees that regardless of any statute or law to the contrary, any suit or arbitration arising out of or related to use of the Services or the Agreement must be filed within one (1) year after the earlier of (a) when such claim or cause of action arose or (b) termination of Services to Customer or be

forever barred.

2.4. PERSONAL JURISDICTION. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 2, Customer and SenaWave agree to submit to the personal and exclusive jurisdiction of the state and federal courts within Salt Lake County, Utah, and waive any objection as to venue or inconvenient forum in such courts.

3. DEFINITIONS. The following terms shall have the meanings set forth below.

3.1 "Agent" means a Customer employee or contractor who may use the Services, the total number of Agents being the maximum number of personnel who may use the Services at any one time.

3.2 "Customer Data" means any data, information or other materials of any nature whatsoever provided to SenaWave by Customer in the course of implementing or using the Services.

3.3 "Documentation" means user manuals and other documentation relating to the Services, which are made available to Customer by SenaWave, in the form of recorded documentation on optical or magnetic media, accessible via the Internet or in the form of printed media.

3.4 "Implementation Services" means the services selected by Customer, as indicated on the Service Order, to be provided by SenaWave in connection with the set up and implementation of the Services. As part of the Implementation Services, Customer will receive limited training in the set up and activation of the Services during the hours from 9:00am to 6:00pm MT Monday through Friday.

3.5 "Initial Payment" means the initial payment set forth in the Service Order consisting of the fees for Implementation Services and the Service Fees for the first month.

3.6 "Login" means each separate, named individual login account within a Customer account.

3.7 "Professional Services" means work SenaWave will perform for Customer as specified in individual statement(s) of work ("Statement(s) of Work") to be executed by the parties from time to time on the terms and conditions specified in the Agreement.

3.8 "Service Fee" or "Service Fees" means the monthly or annual fees set forth in the Service Order to be paid by Customer to SenaWave as consideration for SenaWave provision to Customer of the Services.

3.9 "Service Order" means the document executed by Customer and SenaWave, containing (i) a price and quantity of Services, and Implementation Services to be provided to Customer by SenaWave under the Agreement, along with associated telecommunications fees; (ii) the Services to be provided; and (iii) such other options provided on the Service Order as Customer may elect to apply to the Services.

3.10 "Service Plan" means the monthly or annual subscription plan a Customer agrees to in the Service Order.

3.11 "Service Order Addendum" means a Service Order agreed to by Customer subsequent to the initial Service Order.

3.12 "Services" means the products or services that are being provided to Customer as described in the Service Order, including any Additional Services set forth in a Service Order Addendum accepted by SenaWave.

3.13 "Software" means any proprietary software (including any documentation relating to such software) owned by, licensed by, or which SenaWave has a right to sublicense under this Agreement, which software is either provided to Customer under this Agreement or is used in or used to provide the Services.

4. SENAWAVE PRODUCTS AND SERVICES. During the Initial Term or Renewal Term of this Agreement,

SenaWave will provide the Services, set forth in the Service Order, which may include a router, telephone, and other equipment (collectively, "Equipment") subject to the terms and conditions herein. SenaWave hereby grants Customer access to the Services for use by the number of Agents and Logins set forth in the Service Order, for Customer's own internal business purposes, which shall be deemed to include activities Customer may perform on behalf of its own customers. SenaWave grants Customer the right to use the Documentation in connection with its use of the Services.

4.1. CONDITIONS. Customer acknowledges and agrees that SenaWave's obligations to provide the Services are expressly conditioned upon (i) Customer's payment of the fees for Professional Services and all Service Fees as and when due, and (ii) Customer's satisfaction of the technical requirements set forth in the Documentation for the Services made available to Customer by SenaWave, as the same may be updated by SenaWave from time to time.

4.2. ADDITIONAL SERVICES. At Customer's option, the number of qualifying Services may be increased at any time during the Initial Term or Renewal Term (any such increase, "Additional Services") by agreeing to a Service Order Addendum, signed by Customer and setting forth the specific Additional Services desired. Each Service Order Addendum shall be subject to SenaWave's acceptance, which shall be deemed given if SenaWave thereafter provides the Additional Services. Upon acceptance by SenaWave, such Service Order Addendum shall be deemed an amendment to the Agreement, subject to all of the terms and conditions herein, and the Service Fees shall be increased to reflect the Additional Services, subject to the same pricing and payment terms as are set forth in the Service Order. Additional Services shall be provided for a term that is coterminous with the Initial Term or Renewal Term of the Agreement. Non-qualifying services may require extension of the Initial Term or Renewal Term and/or execution of a new Service Order.

4.3. IMPLEMENTATION SERVICES. SenaWave will use commercially reasonable efforts to perform the Implementation Services covered in the Initial Payment.

4.4. ADDITIONAL PROFESSIONAL SERVICES. If Customer requests Professional Services, such as support services not provided under this Agreement, training, or other consulting services, SenaWave may (but has no obligation to) provide such Professional Services or recommend appropriate outside consultants. If SenaWave agrees to provide such additional Professional Services at Customer's request, fees for such Professional Services may be provided pursuant to a fixed fee or SenaWave's standard time and material rates. Such additional Professional Services will be provided pursuant to an addendum and the other terms and conditions of this Agreement, and may be described in an agreed-upon statement of work.

5. TERM.

5.1. INITIAL TERM. The initial term of this Agreement ("Initial Term") begins on the date that Customer enters into the Agreement and continues in force and effect for the duration of the service period as defined by the Service Order or Agreement.

5.2. RENEWAL. Upon completion of the Initial Term, the Agreement is automatically renewed on a monthly period (a "Renewal Term"), and shall renew on a month-to-month basis at the then-current rates offered for the

Services, unless Customer provides SenaWave, at least thirty (30) days prior to the end of the Initial Term or applicable Renewal Term, notification of intention to cancel the service.

6. TERMINATION.

6.1. TERMINATION FOR CONVENIENCE. Either party may terminate the Agreement upon thirty (30) days notice of termination. In accordance with section 10.7, disconnection fees may apply. If Customer transfers or ports their phone number to a service provider other than SenaWave, Customer must contact SenaWave to cancel the Services provided to Customer by SenaWave.

6.2. IMMEDIATE TERMINATION. SenaWave shall be entitled, at its sole discretion, to suspend, terminate or change the Services without advanced notice for any reason, including without limitation, misuse of the Services in any way, Customer's breach of the Agreement, Customer's failure to pay any sum due hereunder, suspected fraud or other activity by Customer that adversely affects the Services, SenaWave, SenaWave's network or other Customer's use of the Services. SenaWave shall be entitled to determine, at its sole discretion, what constitutes misuse of the Services and Customer agrees that SenaWave's determination is final and binding on Customer. SenaWave may require, and if required, Customer shall pay, an activation fee as a condition to changing or resuming a terminated or suspended account.

6.3 EFFECT OF TERMINATION ON FEES. Upon termination of this Agreement for any reason, Customer shall be responsible for the full monthly Service Fee for the month in which termination occurs. In accordance with section 10.7, disconnection fees may apply. Expiration or termination of the Agreement does not alleviate Customer of responsibility for paying all unpaid, accrued charges due hereunder.

7. 911 & SERVICE LIMITATIONS. The Federal Communications Commission ("FCC") and Canadian Radio-television and Telecommunications Commission ("CRTC") require that SenaWave provide E911 Service to all Customers who use SenaWave Services within the United States and Canada. Sections 7.1-7.7 apply to all Customers who use SenaWave Services within the United States. Section 7.8 applies to all Customers.

7.1 911 ACKNOWLEDGEMENT AND WARNING LABELS. CUSTOMER ACKNOWLEDGES THAT SENA WAVE'S EQUIPMENT AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911 SERVICES WORK. THE DIFFERENCES ARE DETAILED IN THIS SECTION 7 AND CUSTOMER AGREES TO NOTIFY ANY POTENTIAL USER OR AGENT OF THE SERVICES, WHO MAY PLACE CALLS USING CUSTOMER'S SERVICES, OF THE 911 LIMITATIONS DESCRIBED HEREIN. SENA WAVE WILL PROVIDE CUSTOMER WITH WARNING LABELS REGARDING THE LIMITATIONS OR UNAVAILABILITY OF 911 EMERGENCY DIALING. CUSTOMER AGREES TO PLACE A LABEL ON AND/OR NEAR EACH TELEPHONE OR OTHER CUSTOMER PREMISE EQUIPMENT ON WHICH THE SERVICES MAY BE UTILIZED. IF ADDITIONAL LABELS ARE REQUIRED, CUSTOMER MAY REQUEST THEM FROM SENA WAVE. SENA WAVE WILL PROVIDE CUSTOMER WITH ADVISORY NOTICES REGARDING 911 EMERGENCY DIALING AND REQUEST ACKNOWLEDGMENTS FROM CUSTOMER. CUSTOMER AGREES TO RESPOND AND AFFIRMATIVELY ACKNOWLEDGE THAT SENA WAVE HAS ADVISED CUSTOMER OF THE CIRCUMSTANCES UNDER WHICH SENA WAVE E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE

LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. SENAWAVE ADVISES CUSTOMER TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

7.2. ELECTRICAL POWER. CUSTOMER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER.

7.3. INTERNET ACCESS. CUSTOMER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IF THERE IS AN INTERRUPTION OF CUSTOMER'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE.

7.4. NON-VOICE SYSTEMS. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT SET UP TO FUNCTION WITH OUTDIALING SYSTEMS INCLUDING HOME SECURITY SYSTEMS, MEDICAL MONITORING EQUIPMENT, TTY EQUIPMENT, AND ENTERTAINMENT OR SATELLITE TELEVISION SYSTEMS. SENAWAVE WILL NOT BE LIABLE FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY THE SERVICES.

7.5. E911 SERVICE. SENAWAVE E911 SERVICE IS A MANDATORY COMPONENT OF ALL INBOUND/OUTBOUND TRADITIONAL FAX AND VOICE SERVICE PLANS. E911 SERVICE IS NOT OFFERED ON VIRTUAL NUMBERS, TOLL-FREE NUMBERS OR SIMILAR SERVICE ACCESSORIES OR ADD-ON SERVICE PLANS. E911 SERVICE IS ONLY AVAILABLE IN SELECTED AREAS. IF CUSTOMER SUBSCRIBES TO SENAWAVE E911 SERVICE, CUSTOMER WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF CUSTOMER'S EQUIPMENT (PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER ("DTA") OR VIDEOPHONE) WITH SENAWAVE, EITHER ON THE SENAWAVE.COM WEBSITE OR BY CALLING CUSTOMER SERVICE, AND WILL UPDATE THE LOCATION WHENEVER THE PHYSICAL LOCATION OF SERVICE CHANGES. IF CUSTOMER SUBSCRIBES TO SENAWAVE MOBILE APPLICATIONS, CUSTOMER ACKNOWLEDGES THE PHYSICAL LOCATION REGISTERED FOR CUSTOMER'S EQUIPMENT (PHONE, SOFTPHONE, DTA OR VIDEOPHONE) WILL BE THE PHYSICAL LOCATION REGISTERED FOR THE MOBILE APPLICATION ASSOCIATED TO THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT SENAWAVE'S ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE PHYSICAL LOCATION CURRENTLY REGISTERED FOR THE ACCOUNT. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT ANY ENHANCED LOCATION INFORMATION PASSED TO AN EMERGENCY OPERATOR BY SENAWAVE WILL BE BASED UPON THE PHYSICAL LOCATION PROVIDED TO SENAWAVE BY CUSTOMER. IN THE EVENT THAT THE PHYSICAL LOCATION HAS NOT BEEN UPDATED OR IS NOT COMPLETE, SENAWAVE MAY ATTEMPT TO ROUTE A 911 CALL BASED UPON THE BILL-TO OR SHIP-TO ADDRESSES ASSOCIATED WITH THE CUSTOMER'S ACCOUNT OR INITIAL ORDER.

7.6. E911 SERVICE CHARGE. CUSTOMERS THAT ARE REQUIRED TO SUBSCRIBE TO SENAWAVE E911 SERVICE WILL BE SUBJECT TO A MONTHLY E911 SERVICE CHARGE. THE MONTHLY E911 SERVICE FEE SHALL BE IN ADDITION TO THE APPLICABLE SERVICE FEES FOR THE ASSOCIATED LINE. THE MONTHLY CHARGE FOR SENAWAVE E911 SERVICE IS ASSESSED ON A "PER-LINE" (THAT IS, PER PHONE NUMBER BASIS), AND WILL BE SET AT A LEVEL THAT REIMBURSES SENAWAVE FOR THE

DIRECT COSTS IT INCURS IN PROVIDING SENAWAVE E911 SERVICE, INCLUDING EXPENSES SENAWAVE INCURS, EITHER DIRECTLY OR INDIRECTLY, IN THE FORM OF STATE, COUNTY OR MUNICIPAL E911 SURCHARGES, E911 AUTOMATIC LOCATION INFORMATION (ALI) DATABASE STORAGE, LINE INFORMATION DATABASE AND CALLER ID (LIDB/CNAM) EXPENSES, AND ANY OTHER TAXES OR SURCHARGES DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE PROVISION OF SERVICES TO CUSTOMERS SUBSCRIBING TO THIS SERVICE. SENAWAVE RESERVES THE RIGHT TO ADJUST THE LEVEL OF CHARGES ASSOCIATED WITH THE PROVISION OF E911 SERVICES TO REFLECT INCREASES OR DECREASES IN THE COSTS IT INCURS. (SEE SECTION 20 REGARDING CHANGES TO THE AGREEMENT, SERVICES OR SERVICE PLAN).

7.6. E911 SERVICE CHARGE. CUSTOMERS THAT ARE REQUIRED TO SUBSCRIBE TO SENAWAVE E911 SERVICE WILL BE SUBJECT TO A MONTHLY E911 SERVICE CHARGE. THE MONTHLY E911 SERVICE FEE SHALL BE IN ADDITION TO THE APPLICABLE SERVICE FEES FOR THE ASSOCIATED LINE. THE MONTHLY CHARGE FOR SENAWAVE E911 SERVICE IS ASSESSED ON A "PER-LOCATION" (THAT IS, PER PHYSICAL SERVICE ADDRESS BASIS), AND WILL BE SET AT A LEVEL THAT REIMBURSES SENAWAVE FOR THE DIRECT COSTS IT INCURS IN PROVIDING SENAWAVE E911 SERVICE, INCLUDING EXPENSES SENAWAVE INCURS, EITHER DIRECTLY OR INDIRECTLY, IN THE FORM OF STATE, COUNTY OR MUNICIPAL E911 SURCHARGES, E911 AUTOMATIC LOCATION INFORMATION (ALI) DATABASE STORAGE, LINE INFORMATION DATABASE AND CALLER ID (LIDB/CNAM) EXPENSES, AND ANY OTHER TAXES OR SURCHARGES DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE PROVISION OF SERVICES TO CUSTOMERS SUBSCRIBING TO THIS SERVICE. SENAWAVE RESERVES THE RIGHT TO ADJUST THE LEVEL OF CHARGES ASSOCIATED WITH THE PROVISION OF E911 SERVICES TO REFLECT INCREASES OR DECREASES IN THE COSTS IT INCURS. (SEE SECTION 20 REGARDING CHANGES TO THE AGREEMENT, SERVICES OR SERVICE PLAN).

7.7. E911 CHARACTERISTICS. CUSTOMER ALSO ACKNOWLEDGES THAT SENAWAVE E911 SERVICE HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE. THESE CHARACTERISTICS MAY MAKE SENAWAVE E911 SERVICES UNSUITABLE FOR SOME CUSTOMERS. BECAUSE CUSTOMER CIRCUMSTANCES VARY WIDELY, CUSTOMER SHOULD CAREFULLY EVALUATE CUSTOMER'S OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY SOLELY UPON SENAWAVE E911 SERVICE. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S RESPONSIBILITY TO DETERMINE THE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES BEST SUITED TO MEET CUSTOMER'S EMERGENCY CALLING NEEDS, AND TO MAKE THE NECESSARY PROVISIONS FOR ACCESS TO EMERGENCY CALLING SERVICES (SUCH AS MAINTAINING A CONVENTIONAL LANDLINE PHONE OR WIRELESS PHONE AS A BACKUP MEANS OF COMPLETING EMERGENCY CALLS). THE FOLLOWING CHARACTERISTICS DISTINGUISH SENAWAVE E911 SERVICE FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE:

** SENAWAVE E911 SERVICE SENDS A SINGLE PHONE NUMBER CALLER-ID TO EMERGENCY SERVICES PER CUSTOMER LOCATION BASED ON SOURCE IP ADDRESS AND/OR CALLER-ID NUMBER USED. EMERGENCY SERVICES MAY USE THIS SINGLE NUMBER AS THE CALL-BACK NUMBER FOR ALL CALLS

FROM LOCATION. CUSTOMER MUST NOTIFY THE EMERGENCY SERVICE OPERATOR IF THEY WISH TO BE CALLED BACK ON A DIFFERENT NUMBER. SHOULD CUSTOMER REQUIRE MULTIPLE CALL-BACK NUMBERS, CUSTOMER MUST ESTABLISH ADDITIONAL LOCATIONS FOR EACH.

** SENAWAVE E911 SERVICE WILL NOT FUNCTION IF CUSTOMER'S DTA, PHONE OR VIDEOPHONE FAILS OR IS NOT CONFIGURED CORRECTLY OR IF CUSTOMER'S SENAWAVE SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION OF SERVICE BECAUSE OF BILLING OR OTHER ISSUES. IF THERE IS A POWER OUTAGE, CUSTOMER MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT BEFORE BEING ABLE TO USE THE SENAWAVE SERVICE, INCLUDING FOR E911 PURPOSES.

** AFTER INITIAL ACTIVATION OF THE E911 SERVICE, AND FOLLOWING ANY CHANGE OF AND UPDATE TO CUSTOMER'S PHYSICAL LOCATION, THERE MAY BE SOME DELAY BEFORE THE AUTOMATIC NUMBER AND LOCATION INFORMATION IS PASSED TO THE LOCAL EMERGENCY SERVICE OPERATOR. THIS INFORMATION IS TYPICALLY POPULATED INTO SENAWAVE'S E911 DATABASES PRIOR TO SERVICE ACTIVATION, BUT NO GUARANTEE CAN BE MADE THAT THE AUTOMATIC NUMBER AND LOCATION INFORMATION WILL BE ACTIVATED WITHIN THIS SCHEDULE.

** THE LOCAL EMERGENCY SERVICE OPERATOR RECEIVING SENAWAVE E911 EMERGENCY SERVICE CALLS MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICES OR BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE OPERATOR MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE SENAWAVE E911 CALL. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN, AND IN THE EVENT OF NETWORK CONGESTION ON THE SENAWAVE NETWORK, THERE IS A POSSIBILITY THAT A SENAWAVE 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN 911 CALLS PLACED VIA TRADITIONAL, LEGACY, CIRCUIT-SWITCHED TELEPHONE NETWORKS.

** IF CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION WHERE THE SENAWAVE EQUIPMENT WILL BE LOCATED AT THE TIME OF ACTIVATION OF THE SERVICE, SENAWAVE E911 COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT LOCAL EMERGENCY OPERATOR.

7.8. E911 LIMITATION OF LIABILITY AND INDEMNITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT SENAWAVE WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING SENAWAVE OR TO ACCESS AN EMERGENCY SERVICE OPERATOR DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SENAWAVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY

THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING.

8. EQUIPMENT. To provide the Services, SenaWave may provide Equipment to Customer. All Equipment shipments are F.O.B. SenaWave's facility. SenaWave's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to Customer upon delivery to carrier. Customer will be provided a twelve (12) month manufacturer's warranty from the date of purchase of Services or Equipment sold as "New". Customer shall be required to obtain authorization from SenaWave to return any Equipment. SenaWave will provide replacement Equipment only if the Equipment is deemed to be defective and covered under the warranty. SenaWave will not cover replacement for lost, stolen or modified equipment. Equipment returned by Customer that is not covered under warranty may be refused by SenaWave, and Customer will be responsible to pay return shipping charges. Warranty on equipment provided as replacement shall end on the same date as the originally purchased Equipment.

9. CUSTOMER DATA. Customer hereby grants to SenaWave a non-exclusive, non-transferable (except in connection with an assignment of this Agreement) license to copy, store, record, transmit, display, view, print, and use Customer Data, solely to the extent necessary to provide the Services to Customer. Except as expressly provided in this Section, Customer grants to SenaWave no right, title, interest, or license in the Customer Data, and Customer hereby reserves for itself and its licensors all rights in and to all Customer Data.

10. BILLING, CHARGES AND PAYMENT.

10.1. PAYMENT OF SERVICE FEES. Customer will pay the Service Fee for Services ordered by Customer, and all other amounts due under the Agreement, pursuant to the terms of this Section 10.

10.2. CREDIT TERMS. All Services provided to Customer and covered by the Agreement shall at all times be subject to credit approval or review by SenaWave. Customer will provide such credit information or assurance as is requested by SenaWave at any time. SenaWave, in its sole discretion and judgment, may discontinue credit at any time without notice or require a deposit.

10.3. BILLING. SenaWave will provide Customer with a monthly on-line and/or email billing statement for the Services provided each calendar month and bill all charges invoiced to Customer's account. Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. Monthly Service Fees are paid in advance of each month's service; toll charges and any other applicable charges are billed subsequent to the end of each month's service. Billing for monthly Service Fees commences upon ordering of the Services and the first month's monthly service fee shall be prorated to take into account any partial calendar month that may occur as the result of the date monthly service fees are initiated.

10.4. LATE/NON-PAYMENT. If any charges for the Services are due but unpaid for any reason including, but not limited to, non-payment, SenaWave may suspend or terminate the Services and all accrued charges shall be immediately due, plus a late fee of the greater of ten dollars (\$10.00) or 1.5% per month. A fee will also be charged to activate a suspended account. No suspension or termination of the Services or of this Agreement

shall relieve Customer from paying any amounts due hereunder.

10.5. TAXES. Prices for the Services do not include any customs duties, sales, use, value added, excise, federal, state, local, public utility, universal service or other similar taxes or fees. All such taxes shall be paid by Customer and will be added to any amounts otherwise charged to Customer unless Customer provides SenaWave with an appropriate exemption certificate. If any amounts paid for the Services are refunded by SenaWave, applicable taxes may not be refundable.

10.6. REGULATORY RECOVERY FEE. A regulatory recovery fee may also be charged monthly to offset costs incurred by SenaWave in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. The regulatory recovery fee may apply to every phone number assigned, including toll free and virtual numbers, or may be applied to the account as a single charge.

10.7. DISCONNECTION AND OVERAGE FEES. If a Customer terminates the Agreement, or some of the Services provided under the Agreement, before the end of the Initial Term or any Renewal Term (the "Terminated Term"), SenaWave will charge the Customer, and the Customer will pay, an early termination charge equal to 100% of the Monthly Service Fee for the terminated Service(s) multiplied by the number of months remaining in the Terminated Term on the date of termination. The early termination charge is in addition to the full Monthly Service Fee payable under Section 6.3 for the month of termination. If the Terminated Term is the Initial Term, SenaWave will also charge the Customer, and the Customer will pay, any unpaid non-recurring charges waived at the beginning of the Initial Term. SenaWave reserves the right to charge overage fees when the Customer exceeds the usage limits on applicable services which includes but is not limited to recording services on Voicemail Boxes (\$4.00 for every 25MB increment, current as of writing) and Virtual Hosted PBX Storage (\$2.00 for every 1GB increment, current as of writing). All fees, including Service Fees, payable under the applicable Service Plan shall be non-refundable and non-creditable.

10.8. RATE CHANGES. SenaWave may change the prices for the Services and toll charges from time to time. SenaWave may change prices, Service Plans, taxes or fees without any advance notice. For Customers on one, two, three or five year Service Plans, rates will not be increased during the Initial Term, with the exception of overages, tax or fee changes, international and other premium destination toll calling rates. The Service Fees effective upon any renewal of the Agreement shall be SenaWave's then-current Service Fees for the applicable Services.

10.9. AVAILABILITY. Customer's not under a contract-defined Service Level Agreement ("SLA") acknowledge and agrees that the Services will not be available 100% of the time. Credit allowances for interruption of the Services shall not be provided.

10.10. DISCOUNTS. From time to time in its sole discretion, SenaWave may offer promotions or discounts of activation or other fees. Any promotion or discount codes must be provided to SenaWave upon purchase of the Services. Customer shall not be entitled to a subsequent credit for such promotions or discounts, if not requested at the time of account creation or change of service. Promotions and/or discounts may not be used cumulatively or be used for services retroactively.

10.11. BILLING DISPUTES. Customer must dispute any charges for the Services in writing to SenaWave within thirty (30) days of the date of the charge by SenaWave. If Customer fails to provide a written statement disputing the charges within such time, Customer waives any objection and further recourse with regard to such charges. Written statements disputing charges must be sent to: Billing Department, SenaWave LLC, 2607 S Decker Lake Blvd, Suite 100, Salt Lake City, UT 84119 -or- ap@SenaWave.com. Customers sending disputes via email must obtain verbal or return email confirmation of SenaWave ticket number to be valid. Customer remains liable for all billed services pending resolution of billing dispute.

11. TOLL CHARGES. Every call to or from Equipment using the Services that originates or terminates in the Public Switched Telephone Network ("PSTN"), including other VoIP networks, is subject to the then applicable toll charges that are associated with the Service Plan, which SenaWave will include in bills and Customer will pay. Calls to a phone number outside the United States and Canada to a non-SenaWave telephone number will be charged at the current rates published on the SenaWave customer portal. The duration of each call is to be calculated and rounded up to the nearest increment as published on the SenaWave customer portal. If the computed charges for taxes and surcharges include a fraction of a cent, the fraction is rounded up to the nearest whole cent. When Customer dials an international PSTN phone number, charges may apply regardless of whether the party on the other line answers the call. Calls made by a Customer to an international mobile, rather than landline, or premium rate telephone number, may result in higher toll charges.

12. TELEPHONE NUMBER. Any telephone number provided by SenaWave ("Number") to the Customer shall be leased and not sold. Customer will not use the Number with any other device other than the Equipment without the express written permission of SenaWave. Notwithstanding the forgoing, and subject to section 10.7, customer retains their right to port their numbers away from SenaWave.

13. MONITORING SERVICES USE. Customer agrees that SenaWave is entitled, but not obligated, to monitor Customer's use of Service, at SenaWave's expense.

14. LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT. Customer shall not modify SenaWave owned Equipment in any way without the express written permission of SenaWave. Customer shall not use the Equipment except with the Services provided hereunder. Except as otherwise provided for hereunder, Customer is responsible for all lost, stolen or broken Equipment and may be required to purchase a replacement to continue to receive Services. Replacement charges will be based on the fair retail price of equipment, plus applicable shipping costs and taxes. Customer shall immediately notify SenaWave of any lost or stolen Equipment and shall cooperate with SenaWave in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At SenaWave's sole option, failure to report lost or stolen equipment in a timely manner will cause Customer to be responsible for all Service Fees accrued until the time that SenaWave is informed of the loss or theft and SenaWave is entitled to terminate the Services and Agreement following Customer's breach of this Section.

15. PROHIBITED USES. Any use of the Services or any other action that causes a disruption in the network integrity, or threatens or compromises the security of SenaWave, its vendors, or the Services whether directly or indirectly, is strictly prohibited and permits SenaWave to terminate the Services and the Agreement without prior

notice at the sole discretion of SenaWave. Customer acknowledges that neither SenaWave nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. Customer will NOT use the Services in ways that violate applicable laws (including but not limited to laws prohibiting transmission of unsolicited fax advertisements or laws on obtaining third party consent for call recording), infringe the rights of others, or interfere with the users, Agents, services, or equipment of the network. Customer agrees, represents, and warrants that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer or charge for the Services or the Equipment without the advance express written permission of SenaWave. SenaWave's Service Plans for Business Customers that offer unlimited minutes of PSTN calls ("Unlimited PSTN Plans") or unlimited faxing are for reasonable business use of Customer only. Such use shall not include certain activities including, but not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing (including without limitation charitable or political solicitation or polling), call center operations, junk faxing, fax spamming, calling/faxing any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such a process or any other activity that would be inconsistent with reasonable business usage. Residential Customers shall likewise be constrained from such usage and shall comply with the "Normal Use" provision of the Residential Customer Service Agreement. Customer will not use the Services to send unsolicited commercial e-mail to recipients outside Customer's organization. Customer shall not transmit through the Services any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, indecent, or otherwise objectionable communications or material of any kind or nature. Customers further agree not to transmit any material that encourages conduct that could constitute a criminal offense, violate the intellectual property rights of others, give rise to civil liability or otherwise violate any applicable local, state, national or international statute, regulation, or other law. Any use found to be inconsistent with this restriction will result in termination of the Services. SenaWave reserves the right to immediately terminate or modify the Services of any Customer using Unlimited PSTN or fax Service Plan if SenaWave determines, in its sole discretion, that Customer is not using the Unlimited PSTN or fax Services Plan for Customer's reasonable business use. Prohibited Uses are further described in the SenaWave Internet Acceptable Use Policy.

16. USE, STORAGE AND OTHER LIMITATIONS. SenaWave reserves the right to establish or modify general practices and limits concerning use of the Services and Software, including without limitation, the maximum number of days that content will be retained by the Service, the maximum disk space and/or bandwidth capacity that will be allotted on servers owned and/or operated by SenaWave on Customer's behalf, if any. Where practical, SenaWave will provide the Customer with prior notice of such new or modified practices; provided however, that SenaWave shall have the absolute right to implement such new or modified practices without prior notice in its sole discretion and without liability or any kind.

17. ELECTRONIC RECORDING. Customer acknowledges and understands that there are federal and state statutes governing the electronic recording of telephone conversations and that SenaWave will not be liable for any illegal use of the service. Because Customer circumstances vary widely, Customers should carefully review their own circumstances when deciding whether to use the recording features of the service and it is the

Customer's responsibility to determine if the electronic recordings are legal under applicable federal and state laws. SenaWave is not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or the use of its products by the Customer, whether legal or illegal, and Customer will indemnify and hold SenaWave harmless for any claims, damages, fines, or penalties arising out of Customer's failure to adhere to applicable electronic recording laws. Any representations made by SenaWave employees or agents pertaining to applicability of any electronic recording laws are their personal opinion and shall not constitute legal advice.

18. RESPONSIBILITY FOR REGISTRATION INFORMATION AND CONTENT OF CUSTOMER

COMMUNICATIONS. Customer is solely responsible for maintaining the confidentiality of Customer's Login, and will not to transfer Login, email address or password, or lend or otherwise transfer use of or access to the SenaWave Services, to any third party. Customer is solely responsible for any and all activities that occur under Customer's account. Customer will comply with applicable foreign, federal, state, and local law in its use of the Services, including but not limited to laws regarding online behavior, acceptable content, and the transmission of equipment and information under applicable export laws. Recognizing the global nature of the Internet, Customer also agrees to comply with applicable local rules or codes of conduct (including, if applicable, codes of conduct or policies imposed by employers) regarding online behavior and acceptable content. Use of the Services is void where prohibited. Customer will immediately notify SenaWave of any unauthorized use of Customer's account or any other breach of security related to Customer's account or the SenaWave Services, and to ensure that Customer completes a "log off"/exit from Customer's account (if applicable) at the end of each session. SenaWave is not liable for any loss or damage arising from Customer failure to comply with any of the foregoing obligations. In consideration for using the SenaWave Services, Customer will: (1) provide certain current, complete, and accurate information about Customer when prompted to do so by the SenaWave Services, and (2) maintain and update this information as required to keep it current, complete and accurate. Customer warrants that any such information will be accurate. Customer agrees that Customer is solely responsible for the content of all visual, written or audible communications ("Content") sent by Customer or displayed or uploaded by Customer in using the Services. Although SenaWave is not responsible for any such communications, SenaWave may delete any such communications of which SenaWave becomes aware, at any time without notice to Customer. Customer retains copyright and any other rights already held in content that Customer submits, posts or displays on or through, the Services. Customer understands and agrees that by displaying, exchanging or uploading Content to a SenaWave website, transmitting Content using the Services or otherwise providing Content to SenaWave, Customer automatically grant (and warrant and represent Customer has a right to grant) to SenaWave a world-wide, royalty-free, sub-licensable (so SenaWave affiliates, contractors, resellers and partners can deliver the Services) perpetual, irrevocable license to use, modify, publicly perform, publicly display, reproduce and distribute the Content in the course of offering the Services, including associates websites ("Sites").

19. RESPONSIBILITY FOR CONTENT OF OTHERS. Customer acknowledges that Agents or other users of the Services ("Users") may violate one or more of the above prohibitions, but SenaWave assumes no responsibility or liability for such violation. If Customer becomes aware of misuse of the Services by any person, please

contact SenaWave Customer Support at 1-801-217-9000. SenaWave may investigate any complaints and violations that come to its attention and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User or Agent profiles and/or Login. However, because situations and interpretations vary, SenaWave also reserves the right not to take any action. Under no circumstances will SenaWave be liable in any way for any data or other content available on a Site, viewed or actions taken while using the Services, including, but not limited to, any errors or omissions in any such data, content or activity or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data, content or activities incurred from the actions taken on a Site. SenaWave does not endorse and has no control over what Users or Agents post, submit to or do on a Site. Customer acknowledges that SenaWave cannot guarantee the accuracy of any information submitted by any Agent or User of a Site, nor any identity information about any Agent or User. SenaWave reserves the right, in its sole discretion, to reject, posting or other data, or to restrict, suspend, or terminate any User's or Agent's access to all or any part of Services or any Site at any time, for any or no reason, with or without prior notice, and without liability. SenaWave reserves the right to investigate and take appropriate action against anyone who, in SenaWave's sole discretion, is suspected of violating this Agreement, including without limitation, reporting Customer or any User to law enforcement authorities.

20. CHANGES TO THE AGREEMENT, SERVICES OR SERVICE PLAN. SenaWave reserves the right to make changes to the terms and conditions of these Terms and Conditions and/or the Services ("Change of Service"). In the event of a Change of Service, SenaWave will post to the website currently located at <http://www.SenaWave.com/terms/>. Customer may request a Service Plan change at anytime. Service Plan changes may be implemented immediately, or on the next billing cycle, at SenaWave's sole discretion. For a Service Plan change to a plan that requires a purchase of the Equipment, an equipment charge will apply.

21. NOTICE. Notice will be considered received by Customers and such changes will become binding to Customers, on the date the changes are posted to <http://www.SenaWave.com/terms/> or other websites owned and managed by SenaWave ("Change Date"), and no additional notice will be required. If Customer does not send SenaWave notification of their desire to terminate the Agreement or uses the Services after the Change Date, Customer is deemed to have accepted and consented to the change of terms and conditions of the Service. If Customer does not consent to the change of service and terminates this agreement, Customer will be responsible for any sums due hereunder in addition to any applicable Disconnection Fee.

22. PRIVACY. Among other resources, SenaWave utilizes the public Internet and third party networks to provide Internet bandwidth, fax, voice, chat, and video communication services. Accordingly, SenaWave cannot guarantee the confidentiality or security of fax, voice, chat, and video communications of Customer. SenaWave is committed to respecting Customer's privacy, and the privacy of callers using the Services. Once Customer chooses to provide or gather personally identifiable information using the Services, it will only be used in connection with Customer's relationship with SenaWave or otherwise to deliver Services. SenaWave will not sell, rent, or lease Customers' personally identifiable information to others, except to a successor in interest or assignee of SenaWave purchasing all or substantially all of the assets of SenaWave, or acquiring a majority of the voting equity of SenaWave. Unless required by law or judicial or administrative process, or if Customer's

prior permission is obtained, SenaWave will only share the personal data Customer provides or gathers using the Services with other SenaWave affiliates and/or business partners that are acting on SenaWave's behalf to provide the Services. Such SenaWave affiliates and/or national or international business partners are governed by SenaWave's privacy policy ("Privacy Policy") with respect to the use of this data. The Privacy Policy appears at <http://www.SenaWave.com/terms/> and is incorporated by reference in the Agreement as if fully set forth. SenaWave is required to file numerous reports with different administrative bodies. As such, SenaWave may provide aggregate statistics about customers, sales and traffic patterns. None of these reports or statistics will include personally identifiable information. However, SenaWave reserves the right to use personally identifiable information to investigate and help prevent potentially unlawful activity that threatens either SenaWave or any company affiliated with SenaWave. Moreover, upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law or judicial or administrative process, SenaWave may disclose personally identifiable information.

23. RETURNS AND ADJUSTMENTS. No Equipment may be returned by Customer for any reason without prior approval of SenaWave. All returns shall be in original packaging or equivalent. Customer shall be responsible for all costs related to shipping to SenaWave any Equipment that is being returned. Any Equipment returned to SenaWave without prior authorization for its return or proper packaging may be refused. In order to obtain an appropriate refund, upon cancellation Customer must immediately obtain a return material authorization number from SenaWave, return to SenaWave any Equipment provided hereunder, undamaged and in good working condition, in its original packaging and with its original content or otherwise will be immediately responsible for paying to SenaWave an amount equal to the fair retail price of the equipment minus any payments Customer had previously paid specifically for such Equipment.

24. TECHNICAL SUPPORT. SenaWave provides technical support to Customers via telephone and e-mail for the Services and the Equipment provided hereunder. Support for other applications and uses is not provided or implied and except as stated in this Section, SenaWave has no obligation to provide additional technical support. Additional Professional Services are available as outlined in section 4.4.

25. BREACH. In the event of Customer's breach of the terms of the Agreement, including without limitation, failure to pay any sum due hereunder, Customer shall reimburse SenaWave for all attorneys' fees and court, collection and other costs incurred by SenaWave in the enforcement of SenaWave's rights hereunder and SenaWave may keep any deposits or other payments made by Customer.

26. INDEMNIFICATION. Customer agrees to defend, indemnify and hold SenaWave, and its affiliates, directors, officers, employees, attorneys, agents, and vendors harmless from any claims or damages relating to this Agreement.

27. WARRANTIES. SenaWave warrants that the Services will substantially conform to the Documentation during the term of this Agreement. SenaWave will use commercially reasonable efforts to pass through to Customer manufacturers' warranties on equipment.

28. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 27 THE AGREEMENT, THE PRODUCTS AND OTHER SERVICES PROVIDED HEREIN ARE PROVIDED "AS IS" AND

SENAWAVE MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. NEITHER SENAWAVE NOR ITS VENDORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO SENAWAVE'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISE 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 SENAWAVE'S OR ITS VENDORS' NEGLIGENCE. NEITHER SENAWAVE NOR ITS VENDORS WILL BE LIABLE FOR MALFUNCTIONS OR FAILURES RESULTING FROM MISUSE, ABUSE, NEGLIGENCE, ALTERATION, MODIFICATION, IMPROPER INSTALLATION, OR REPAIRS BY ANYONE OTHER THAN SENAWAVE. NEITHER SENAWAVE NOR ITS VENDORS WILL BE LIABLE FOR DELAYS OR INTERRUPTIONS IN ACCESS TO OR USE OF THE SERVICES RESULTING FROM CUSTOMER'S EQUIPMENT, USE OF THE INTERNET, OR TELECOMMUNICATIONS SYSTEMS NOT UNDER SENAWAVE'S CONTROL, AND SENAWAVE SHALL HAVE NO LIABILITY FOR ANY SUCH DELAYS OR INTERRUPTIONS.

29. EXCLUSIVE REMEDY. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WHICH SENAWAVE SHALL BE ENTITLED TO ELECT IS REPAIR, REPLACEMENT, CREDIT OR, REFUND. SENAWAVE MAY ELECT TO PROVIDE A REFUND IN LIEU OF CREDIT, REPLACEMENT OR REPAIR.

30. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL SENAWAVE OR ITS VENDORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE SERVICES OR PRODUCTS PROVIDED HEREUNDER WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF SENAWAVE OR ITS VENDORS OR OTHERWISE. IN NO EVENT SHALL SENAWAVE'S TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY CUSTOMER TO SENAWAVE (OR ANY PREDECESSOR IN INTEREST) IN THE PRIOR TWELVE (12) MONTHS FROM DATE OF CLAIM.

31. EXPORT COMPLIANCE. Customer agrees to comply with U.S. export laws, and applicable export laws that apply in Customer's location(s), concerning the transmission of technical data and other regulated materials via the Services.

32. PHONE NUMBERS AND WEB PORTAL DISCONTINUANCE. Upon expiration, cancellation or termination of the Services, Customer shall relinquish and discontinue use of any Numbers, voice mail access numbers, Logins and/or web portals Sites assigned to Customer by SenaWave or its vendors.

33. SOFTWARE COPYRIGHT. The Software is protected by copyright law and international treaty provisions. The Software is subject to the terms and conditions in licenses of third parties, and SenaWave will use commercially reasonable efforts to pass through licenses for Software sublicensed to Customer in providing SenaWave's Services. Customer has no right to inspect, possess, use, copy, or attempt to discover the source code (or any portion thereof) used to create any Software, except to the extent that Customer is expressly

permitted to decompile the Software under applicable law and Customer notifies SenaWave of Customer's intention to decompile the Software and Customer's reason to do so. To the extent SenaWave distributes or otherwise provides Open Source or similarly licensed software in the course of providing service to Customer, such underlying software's license and express rights are not constrained by this section.

34. SURVIVAL. The provisions of sections 2, 6.3, 7, 10, 22, 23, 25, 26, 28, 29, 30, 32, 34, 35, 36, 37, 38, 39, 40, 41, and 42 shall survive any expiration or termination of the Agreement.

35. NOTICES. SenaWave communicates with Customers primarily via email. Notices to Customer shall be sent to the email address specified by Customer at the time Customer ordered the Services or as subsequently specified by Customer ("Billing Email Address"). Customer is responsible for notifying SenaWave of any Billing Email Address changes. Customer agrees that sending a message to the Billing Email Address is the agreed upon means of providing notification. Email is used to communicate important information about the Services, billing, changes to the Services and other information. The information is time-sensitive in nature. It is required that Customer read any email sent to the Billing Email Address in a timely manner in order to avoid any potential interruption in the Services provided hereunder. All notices and communications required or permitted to be sent to SenaWave under this Agreement shall be in writing and sent to the following address or email address: Director of Customer Service, SenaWaveLLC 2607 S Decker Lake Blvd, Suite 100, West Valley City, UT 84119 -or- info@senawave.com (with verbal/email ticket number confirmation).

36. FORCE MAJEURE (EVENTS BEYOND OUR CONTROL). SenaWave shall not be liable for any delay in performance directly or indirectly caused by or resulting from Acts of God, fire, flood, earthquake, tsunami, accident, riot, war, terrorism, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of SenaWave as may occur in spite of SenaWave's best efforts.

37. ENTIRE AGREEMENT. The terms and conditions of the Agreement, along with the rates posted to the website currently located at <http://www.SenaWave.com> or otherwise agreed to as part of the Agreement, constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services. The terms and conditions of the Agreement are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer, including, without limitation, purchase orders and specifications. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ON ANY SUCH DOCUMENT ISSUED BY CUSTOMER AT ANY TIME ARE HEREBY OBJECTED TO BY SENAWAVE, AND ANY SUCH DOCUMENTS SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE OR SERVICE RENDERED HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON SENAWAVE. Except as set forth in Section 20, no waiver or amendment to this contract or these terms and conditions shall be binding on SenaWave unless made in writing expressly stating that it is such a waiver or amendment and signed by an Officer of SenaWave.

38. GOVERNING LAW. The Agreement and the relationship between Customer and SenaWave shall be governed by the laws of the State of Utah without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

39. NO WAIVER. The failure of SenaWave to exercise or enforce any right or provision of the Agreement shall

not constitute a waiver of such right or provision.

40. SEVERABILITY. The unenforceability of any provision or provisions of the Agreement shall not render unenforceable or impair its remainder. If any provision of the Agreement is deemed invalid or unenforceable in whole or in part, the Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable, and, insofar as possible, consistent with the original intent of the parties.

41. ASSIGNMENT; BINDING EFFECT. Customer shall not assign this Agreement or delegate Customer's duties hereunder without SenaWave's prior written consent. Subject to the foregoing, this agreement shall be binding upon the heirs, representatives, successors, and permitted assigns of SenaWave and Customer.

42. HEADINGS. The headings in the Agreement are solely for the convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement.