



## **ATTACHMENT FOR INTELLEVOX SIP, HOSTED PBX AND RELATED VOICE SERVICES**

This **ATTACHMENT FOR INTELLEVOX SIP, HOSTED PBX AND RELATED VOICE SERVICES** ("ATTACHMENT") shall be attached to and become a part of the PRODUCTS AND SERVICES AGREEMENT ("AGREEMENT") by and between INTELLETRACE, INC ("INTELLETRACE") and CUSTOMER as identified in AGREEMENT. In consideration of the foregoing recitals and the covenants contained herein and other good and valuable consideration, the PARTIES hereby agree as follows:

### **1. SCOPE OF THE ATTACHMENT.**

1.1 This ATTACHMENT sets for the terms and conditions under which INTELLETRACE agrees to provide to CUSTOMER and CUSTOMER agrees to procure from INTELLETRACE certain SIP, Hosted PBX and related Voice Services (hereinafter "INTELLEVOX"). INTELLETRACE and CUSTOMER shall individually be referred to as a "PARTY" and collectively as the "PARTIES".

1.2 All of the terms and conditions set forth in the AGREEMENT (including without limitation, provisions addressing Service Order, payment of charges, suspension of service, limitation of liability, indemnity and force majeure) will apply to ATTACHMENT. Solely with respect to INTELLEVOX, in the event of any conflict between the terms and conditions set forth in the AGREEMENT and this ATTACHMENT, the terms and conditions set forth in this ATTACHMENT will control.

### **2. DEFINITIONS.** The following terms shall have the meanings set forth below.

2.1 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.

2.2 CUSTOMER Data means any data, information or other materials of any nature whatsoever provided to INTELLETRACE by CUSTOMER in the course of implementing or using the Services.

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

2.4 Effective Date means the date on which Service is deemed to have commenced under this ATTACHMENT. Unless otherwise agreed, the Effective Date shall be the earlier of: (i) the first date of use of the Service by CUSTOMER; or (ii) the Firm Order Completion ("FOC") date as conveyed to CUSTOMER prior to the FOC date.

2.5 Implementation Services means the services selected by CUSTOMER, as indicated on the Service Order, to be provided by INTELLETRACE in connection with the set up and implementation of the Services. As part of the implementation of Services, CUSTOMER will receive limited training in the set up and activation of the Services during the hours from 8:00am to 5:00pm PT Monday through Friday. Activations outside this window incur a non-recurring fee of seven hundred dollars (\$700.00).

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

2.7 Login means each separate, named individual login account within a CUSTOMER account.

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

2.9 Service Order means the document executed by CUSTOMER and INTELLETRACE, containing (i) a price and quantity of Services, and Implementation Services to be provided to CUSTOMER by INTELLETRACE under the ATTACHMENT, 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.

2.10 Service Plan means the monthly or annual subscription plan a CUSTOMER agrees to in the Service Order.

2.11 Service Order Addendum means a Service Order agreed to by CUSTOMER subsequent to the initial Service Order.

2.12 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 INTELLETRACE.

2.13 Software means any proprietary software (including any documentation relating to such software) owned by, licensed by, or which INTELLETRACE has a right to sublicense under this ATTACHMENT, which software is either provided to CUSTOMER under this ATTACHMENT or is used in or used to provide the Services.

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

**4. PRODUCTS AND SERVICES.** During the Initial Term or Renewal Term of this ATTACHMENT, INTELLETRACE will provide the Services, set forth in the Service Order, including telephone and other equipment (collectively, "Equipment") subject to the terms and conditions herein. INTELLETRACE 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. INTELLETRACE grants CUSTOMER the right to use the Documentation in connection with its use of the Services.

4.1. CONDITIONS. CUSTOMER acknowledges and agrees that INTELLETRACE'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 INTELLETRACE, as the same may be updated by INTELLETRACE from time to time.

4.2. ADDITIONAL SERVICES. At CUSTOMER's option, the number of 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 or Addendum, signed by CUSTOMER and setting forth the specific Additional Services desired. Each Service Order or Addendum shall be subject to INTELLETRACE's acceptance, which shall be deemed given if INTELLETRACE thereafter provides the Additional Services. Upon acceptance by INTELLETRACE, such Service Order or Addendum shall be deemed an amendment to the ATTACHMENT, 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 ATTACHMENT.

4.3. IMPLEMENTATION SERVICES. INTELLETRACE 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 ATTACHMENT, training, or other consulting services, INTELLETRACE may (but has no obligation to) provide such Professional Services or recommend appropriate outside consultants. If INTELLETRACE 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 INTELLETRACE'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 ATTACHMENT, and may be described in an agreed-upon statement of work.

## 5. TERM.

5.1. ATTACHMENT TERM. The term of the ATTACHMENT shall begin on the Effective Date and shall continue for an Initial Term as stated on the Service Order ("Initial Term"). At the end of the Initial Term, this Service Order will automatically renew for an additional twelve (12) months (the "Renewal Term") until either Party serves the other Party with written notice of such Party's intent not to renew the Services at least sixty (60) days prior to expiration of the then current term. The Initial Term and any Renewal Term are collectively referred to as the "ATTACHMENT Term". Should no Initial Term be identified on the Service Order, then the Initial Term will be one (1) year.

## 6. TERMINATION.

6.1. TERMINATION FOR CONVENIENCE. Either party may terminate the ATTACHMENT upon sixty (60) days' notice of termination. In accordance with section 10.6, disconnection fees may apply. If CUSTOMER transfers or ports their phone number to a service provider other than INTELLETRACE, CUSTOMER must contact INTELLETRACE to cancel the Services provided to CUSTOMER by INTELLETRACE.

6.2. IMMEDIATE TERMINATION. INTELLETRACE 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 ATTACHMENT, CUSTOMER's failure to pay any sum due hereunder, suspected fraud or other activity by CUSTOMER that adversely affects the Services, INTELLETRACE's network or other CUSTOMER's use of the Services. INTELLETRACE shall be entitled to determine, at its sole discretion, what constitutes misuse of the Services and CUSTOMER agrees that INTELLETRACE's determination is final and binding on CUSTOMER. INTELLETRACE 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 ATTACHMENT for any reason, CUSTOMER shall be responsible for the full monthly Service Fee through the end of the then current ATTACHMENT Term . Expiration or termination of the ATTACHMENT 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 INTELLETRACE provide E911 Service to all CUSTOMERs who use INTELLEVOX Services within the United States and Canada. Sections 7.1-7.7 apply to all CUSTOMERs who use INTELLEVOX Services within the United States. Section 7.8 applies to all CUSTOMERs.

7.1 911 ACKNOWLEDGEMENT AND WARNING LABELS. CUSTOMER ACKNOWLEDGES THAT INTELLETRACE'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. 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 INTELLETRACE. INTELLETRACE WILL PROVIDE CUSTOMER WITH ADVISORY NOTICES REGARDING 911 EMERGENCY DIALING AND REQUEST ACKNOWLEDGMENTS FROM CUSTOMER. CUSTOMER AGREES TO RESPOND AND AFFIRMATIVELY ACKNOWLEDGE THAT INTELLETRACE HAS ADVISED CUSTOMER OF THE CIRCUMSTANCES UNDER WHICH INTELLETRACE E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. INTELLETRACE 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. INTELLETRACE WILL NOT BE LIABLE FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY THE SERVICES.

7.5. E911 SERVICE. INTELLEVOX 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 INTELLEVOX E911 SERVICE, CUSTOMER WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF CUSTOMER'S EQUIPMENT (PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER ("DTA") OR VIDEOPHONE) WITH INTELLETRACE, BY CALLING CUSTOMER SERVICE, AND WILL UPDATE THE LOCATION WHENEVER THE PHYSICAL LOCATION OF SERVICE CHANGES. IF CUSTOMER SUBSCRIBES TO INTELLEVOX 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 INTELLETRACE'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 INTELLETRACE WILL BE BASED UPON THE PHYSICAL LOCATION PROVIDED TO INTELLETRACE BY CUSTOMER. IN THE EVENT THAT THE PHYSICAL LOCATION HAS NOT BEEN UPDATED OR IS NOT COMPLETE, INTELLETRACE 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 INTELLEVOX 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 INTELLEVOX E911 SERVICE IS ASSESSED ON A "PER-LINE" (THAT IS, PER PHONE NUMBER BASIS), AND WILL BE SET AT A LEVEL THAT REIMBURSES INTELLETRACE FOR THE DIRECT COSTS IT INCURS IN PROVIDING INTELLETRACE E911 SERVICE, INCLUDING EXPENSES INTELLETRACE 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. INTELLETRACE 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 ATTACHMENT, SERVICES OR SERVICE PLAN).

7.7. E911 CHARACTERISTICS. CUSTOMER ALSO ACKNOWLEDGES THAT INTELLEVOX E911 SERVICE HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE. THESE CHARACTERISTICS MAY MAKE INTELLEVOX 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 INTELLEVOX 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 INTELLEVOX E911 SERVICE FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE:

\*\* INTELLEVOX E911 SERVICE WILL NOT FUNCTION IF CUSTOMER'S DTA, PHONE OR VIDEOPHONE FAILS OR IS NOT CONFIGURED CORRECTLY OR IF CUSTOMER'S INTELLETRACE 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 INTELLEVOX 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 INTELLEVOX'S NOMADIC 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 INTELLEVOX 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 INTELLEVOX E911 CALL. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN, AND IN THE EVENT OF NETWORK CONGESTION ON THE INTELLETRACE NETWORK, THERE IS A POSSIBILITY THAT A INTELLEVOX 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 INTELLETRACE EQUIPMENT WILL BE LOCATED AT THE TIME OF ACTIVATION OF THE SERVICE, INTELLEVOX 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 INTELLETRACE WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING INTELLEVOX OR TO ACCESS AN EMERGENCY SERVICE OPERATOR DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS ATTACHMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS INTELLETRACE, 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, INTELLETRACE may provide Equipment to CUSTOMER. All Equipment shipments are F.O.B. INTELLETRACE's facility. INTELLETRACE's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to CUSTOMER upon delivery to CUSTOMER. CUSTOMER will be provided a twelve (12) month manufacturer's warranty from the date of purchase of Equipment or Services. CUSTOMER shall be required to obtain authorization from INTELLETRACE to return any Equipment. INTELLETRACE will provide replacement Equipment only if the Equipment is deemed to be defective and covered under the warranty. INTELLETRACE will not cover replacement for lost, stolen or modified equipment. Equipment returned by CUSTOMER that is not covered under warranty may be refused by INTELLETRACE, and CUSTOMER will be responsible to pay return shipping charges.

**9. CUSTOMER DATA.** CUSTOMER hereby grants to INTELLETRACE a non-exclusive, non-transferable (except in connection with an assignment of this ATTACHMENT) 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 INTELLETRACE 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 ATTACHMENT, pursuant to the terms of this Section 10.

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

10.3. BILLING. INTELLETRACE will provide CUSTOMER with a monthly statement for the Services provided each calendar month. 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, INTELLETRACE 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 of five hundred dollars (\$500.00) will also be charged to activate a suspended account. No suspension or termination of the Services or of this ATTACHMENT 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. All such taxes shall be paid by CUSTOMER and will be added to any amounts otherwise charged to CUSTOMER unless CUSTOMER provides INTELLETRACE with an appropriate exemption certificate. If any amounts paid for the Services are refunded by INTELLETRACE, applicable taxes may not be refundable.

10.6. DISCONNECTION. If a CUSTOMER terminates the ATTACHMENT, or some of the Services provided under the ATTACHMENT, before the end of the Initial Term or any Renewal Term (the "Terminated Term"), INTELLETRACE 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, INTELLETRACE will also charge the CUSTOMER, and the CUSTOMER will pay, any unpaid non-recurring charges waived at the beginning of the Initial Term.

10.7. VOICE TRAFFIC AND EXCESS FEE CHARGES. Services containing a prepaid minute plan are related specifically to the origination and/or termination of voice traffic within the continental U.S. Calls made outside the continental U.S. are charged at a specific rate per minute based upon the Country as found on the INTELLETRACE website at <http://www.intelletrace.com>, which is updated from time to time with no notice to our CUSTOMER. INTELLETRACE reserves the right to charge an excess fee when the CUSTOMER exceeds the usage limits as predetermined on the Service Order for continental U.S. voice traffic. Such excess fee, unless otherwise agreed to, will be charged at \$.02 per minute related to continental U.S. voice traffic. All fees, including Service Fees, payable under the applicable Service Plan shall be non-refundable and non-creditable.

10.8. RATE CHANGES. INTELLETRACE may change the prices for the Services and toll charges from time to time. INTELLETRACE 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 tax or fee changes and international toll calling rates. In the event of a change in prices or toll charges, INTELLETRACE will post such changed rates to the website currently located at <http://www.INTELLETRACE.com>. International toll calling rates are updated monthly on the first of each month

and no other notice shall be provided for changes to international toll calling rates. The Service Fees effective upon any renewal of the ATTACHMENT shall be INTELLETRACE's then-current Service Fees for the applicable Services.

10.9. **AVAILABILITY.** CUSTOMER acknowledges 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, INTELLETRACE may offer promotions or discounts of activation or other fees. Any promotion or discount codes must be provided to INTELLETRACE 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 INTELLETRACE within thirty (30) days of the date of the charge by INTELLETRACE. 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, INTELLETRACE, Inc. 936 B 7th St., #122, Novato, CA 94945 or to [accounting@intellectrace.com](mailto:accounting@intellectrace.com).

**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 INTELLETRACE will include in bills and CUSTOMER will pay. Calls to a phone number outside the continental United States to a non-INTELLEVOX telephone number will be charged at the current rates published on the INTELLETRACE website at <http://www.INTELLETRACE.com>. The duration of each call is to be calculated in one-minute increments and rounded up to the nearest one-minute increment for any fraction of minutes used. If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. 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 INTELLEVOX ("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 INTELLETRACE. INTELLEVOX reserves the right to change, cancel or move the Number at its sole discretion.

**13. MONITORING SERVICES USE.** CUSTOMER agrees that INTELLETRACE is entitled to monitor CUSTOMER's use of Service, at INTELLETRACE's expense.

**14. LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT.** CUSTOMER shall not modify the Equipment in any way without the express written permission of INTELLETRACE. 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 INTELLETRACE of any lost or stolen Equipment and shall cooperate with INTELLETRACE in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At INTELLETRACE'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 INTELLETRACE is informed of the loss or theft and INTELLETRACE is entitled to terminate the Services and ATTACHMENT 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 INTELLETRACE, its vendors, or the Services whether directly or indirectly, is strictly prohibited and permits INTELLETRACE to terminate the Services and the ATTACHMENT without prior notice at the sole discretion of INTELLETRACE. CUSTOMER acknowledges that neither INTELLETRACE 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 INTELLETRACE. INTELLEVOX's Service Plans for 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. 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. INTELLETRACE reserves the right to immediately terminate or modify the Services of any CUSTOMER using Unlimited PSTN or fax Service Plan if INTELLETRACE determines, in its sole discretion, that CUSTOMER is not using the Unlimited PSTN or fax Services Plan for CUSTOMER's reasonable business use.

**16. USE, STORAGE AND OTHER LIMITATIONS.** INTELLETRACE 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 INTELLETRACE on CUSTOMER's behalf, if any. Where practical, INTELLETRACE will provide the CUSTOMER with prior notice of such new or modified practices; provided however, that INTELLETRACE 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 INTELLETRACE 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. INTELLETRACE 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 INTELLETRACE harmless for any claims, damages, fines, or penalties arising out of CUSTOMER's failure to adhere to applicable electronic recording laws.

**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 INTELLETRACE 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 INTELLETRACE of any unauthorized use of CUSTOMER's account or any other breach of security related to CUSTOMER's account or the INTELLETRACE Services, and to ensure that CUSTOMER completes a "log off"/exit from CUSTOMER's account (if applicable) at the end of each session. INTELLETRACE 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 INTELLETRACE Services, CUSTOMER will: (1) provide certain current, complete, and accurate information about CUSTOMER when prompted to do so by the INTELLETRACE 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 INTELLETRACE is not responsible for any such communications, INTELLETRACE may delete any such communications of which INTELLETRACE 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 INTELLETRACE website, transmitting Content using the Services or otherwise providing Content to INTELLETRACE, CUSTOMER automatically grant (and warrant and represent CUSTOMER has a right to grant) to INTELLETRACE a world-wide, royalty-free, sub-licensable (so INTELLETRACE 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 INTELLETRACE assumes no responsibility or liability for such violation. If CUSTOMER becomes aware of misuse of the Services by any person, please contact INTELLETRACE CUSTOMER Support at 1-800-618-5877. INTELLETRACE 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, INTELLETRACE also reserves the right not to take any action. Under no circumstances will INTELLETRACE 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. INTELLETRACE does not endorse and has no control over what Users or Agents post, submit to or do on a Site. CUSTOMER acknowledges that INTELLETRACE 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. INTELLETRACE 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. INTELLETRACE reserves the right to investigate and take appropriate action against anyone who, in INTELLETRACE's sole discretion, is suspected of violating this ATTACHMENT, including without limitation, reporting CUSTOMER or any User to law enforcement authorities.

**20. CHANGES TO THE ATTACHMENT, SERVICES OR SERVICE PLAN.** INTELLETRACE 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, INTELLETRACE will post to the website currently located at <http://www.INTELLETRACE.com>. CUSTOMER may request a Service Plan change at any time. The Service Plan change will take effect in the first month after the Service Plan is changed. 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.INTELLETRACE.com> or other websites owned and managed by INTELLETRACE ("Change Date"), and no additional notice will be required. If CUSTOMER does not send INTELLETRACE notification of their desire to terminate the ATTACHMENT 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 ATTACHMENT, CUSTOMER will be responsible for any sums due hereunder in addition to any applicable Disconnection Fee.

**22. PRIVACY.** INTELLETRACE utilizes the public Internet and third party networks to provide fax, voice, chat, and video communication services. Accordingly, INTELLETRACE cannot guarantee the confidentiality or security of fax, voice, chat, and video communications of CUSTOMER. INTELLETRACE 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 INTELLETRACE or otherwise to deliver Services. INTELLETRACE will not sell, rent, or lease CUSTOMER's personally identifiable information to others. Unless required by law or judicial or administrative process, or if CUSTOMER's prior permission is obtained, INTELLETRACE will only share the personal data CUSTOMER provides or gathers using the Services with other INTELLETRACE affiliates and/or business partners that are acting on INTELLETRACE's behalf to provide the Services. Such INTELLETRACE affiliates and/or national or international business partners are governed by INTELLETRACE's privacy policy ("Privacy Policy") with respect to the use of this data. The Privacy Policy appears at <http://www.INTELLETRACE.com> and is incorporated by reference in the ATTACHMENT as if fully set forth. INTELLETRACE is required to file numerous reports with different administrative bodies. As such, INTELLETRACE may provide aggregate statistics about CUSTOMERs, sales and traffic patterns. None of these reports or statistics will include personally identifiable information. However, INTELLETRACE reserves the right to use personally identifiable information to investigate and help prevent potentially unlawful activity that threatens either INTELLETRACE or any company affiliated with INTELLETRACE. Moreover, upon the appropriate request of a government agency, law enforcement agency, court

or as otherwise required by law or judicial or administrative process, INTELLETRACE may disclose personally identifiable information.

**23. RETURNS AND ADJUSTMENTS.** No Equipment may be returned by CUSTOMER for any reason without prior approval of INTELLETRACE. All returns shall be in original packaging or equivalent. CUSTOMER shall be responsible for all costs related to shipping to INTELLETRACE any Equipment that is being returned. Any Equipment returned to INTELLETRACE 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 INTELLETRACE, return to INTELLETRACE 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 INTELLETRACE 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.** INTELLETRACE 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, INTELLETRACE has no obligation to provide additional technical support.

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

**26. INDEMNIFICATION.** CUSTOMER agrees to defend, indemnify and hold INTELLETRACE, and its affiliates, directors, officers, employees, attorneys, agents, and vendors harmless from any claims or damages relating to this ATTACHMENT.

**27. WARRANTIES.** INTELLETRACE warrants that the Services will substantially conform to the Documentation during the term of this ATTACHMENT. INTELLETRACE 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 ATTACHMENT, THE PRODUCTS AND OTHER SERVICES PROVIDED HEREIN ARE PROVIDED "AS IS" AND INTELLETRACE 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 INTELLETRACE NOR ITS VENDORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO INTELLETRACE'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 INTELLETRACE'S OR ITS VENDORS' NEGLIGENCE. NEITHER INTELLETRACE 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 INTELLETRACE. NEITHER INTELLETRACE 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 INTELLETRACE'S CONTROL, AND INTELLETRACE SHALL HAVE NO LIABILITY FOR ANY SUCH DELAYS OR INTERRUPTIONS.

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

**30. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL INTELLETRACE 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 INTELLETRACE OR ITS VENDORS OR OTHERWISE. IN NO EVENT SHALL INTELLETRACE'S TOTAL LIABILITY HEREUNDER

EXCEED THE AMOUNTS PAID BY CUSTOMER TO INTELLETRACE (OR CONTACTUAL, INC. BEFORE IT) 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 INTELLETRACE 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 INTELLETRACE will use commercially reasonable efforts to pass through licenses for Software sublicensed to CUSTOMER in providing INTELLETRACE'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 INTELLETRACE of CUSTOMER's intention to decompile the Software and CUSTOMER's reason to do so.

**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 ATTACHMENT.

**35. NOTICES.** INTELLETRACE 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 ("Email Address"). CUSTOMER is responsible for notifying INTELLETRACE of any Email Address changes. CUSTOMER agrees that sending a message to the 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 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 INTELLETRACE under this ATTACHMENT shall be in writing and sent to the following address or email address: Director of CUSTOMER Service, INTELLETRACE, Inc. 936 B 7th St., #122, Novato, CA 94945 -or- [accounting@inteltrace.com](mailto:accounting@inteltrace.com).

**36. FORCE MAJEURE (EVENTS BEYOND OUR CONTROL).** INTELLETRACE 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 INTELLETRACE as may occur in spite of INTELLETRACE's best efforts.

**37. GOVERNING LAW.** The ATTACHMENT and the relationship between CUSTOMER and INTELLETRACE shall be governed by the laws of the State of California 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 ATTACHMENT.

**38. NO WAIVER.** The failure of INTELLETRACE to exercise or enforce any right or provision of the ATTACHMENT shall not constitute a waiver of such right or provision.

**39. SEVERABILITY.** The unenforceability of any provision or provisions of the ATTACHMENT shall not render unenforceable or impair its remainder. If any provision of the ATTACHMENT is deemed invalid or unenforceable in whole or in part, the ATTACHMENT 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.

**40. ASSIGNMENT; BINDING EFFECT.** CUSTOMER shall not assign this ATTACHMENT or delegate CUSTOMER's duties hereunder without INTELLETRACE's prior written consent. Subject to the foregoing, this ATTACHMENT shall be binding upon the heirs, representatives, successors, and permitted assigns of INTELLETRACE and CUSTOMER.