

VOIPEQUIPMENTRENTALTERMSANDCONDITIONS

These VoIP Equipment Rental Terms and Conditions are incorporated into, and constitute an essential part of, the Equipment Rental Agreement (the “Agreement”) between Customer and Acts360. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

TITLE. Acts360 is the owner of and retains full right, title and interest in and to the Equipment. Customer agrees to keep the Equipment free from any and all other liens and encumbrances.

PAYMENTS; SECURITY DEPOSIT. Customer promises to pay to Acts360 the monthly rental payments described on the first page of this Agreement. Monthly rental payments are due in advance on or before the 5th day of each month. Acts360 may charge Customer a reasonable fee to cover documentation and investigation costs. The security deposit is refundable to Customer when the Term expires, provided all terms and conditions hereof have been properly fulfilled by Customer. The security deposit may be commingled with monthly rental payments and shall not earn interest.

USE AND MAINTENANCE. Customer agrees that the Equipment will be used for business purpose only. Customer will keep the Equipment in good repair, condition and working order (except ordinary wear and tear) and will furnish all parts and servicing required to maintain same. Equipment supplies and maintenance are NOT part of this Agreement. Customer may not modify, deconstruct or disassemble the Equipment in any manner without Acts360’s prior written consent.

WARRANTIES: Acts360 hereby assigns to Customer for the Term any transferable manufacturer or supplier warranty that covers the Equipment; provided, however, Acts360 does not guarantee or represent in any way that any such warranty exists or is transferable, and Acts360 shall in no event be liable to Customer for the breach of any such warranty. Notwithstanding the foregoing, Acts360 shall repair or replace any defective or inoperable Equipment prior to 4:00 P.M. Eastern Time on the next business day (“Response Time”). If such equipment cannot be repaired or replaced with identical equipment within the Response Time, Acts360 will provide functionally equivalent replacement equipment of equal or greater value (“Replacement Equipment”). Any required Replacement Equipment will be ordered for next business day delivery to destinations in the continental United States (Alaska, Hawaii and Canada may require additional time). If the defective or inoperable Equipment was not originally provided by Acts360 (i.e. Customer-provided equipment), Acts360 may, but shall not be obligated to, replace it with a different brand or model that is functionally equivalent and is of equal or greater value. Customer shall be solely responsible for any cost or expense associated with such other brand or model, including but not limited to any applicable delivery and installation charges. Replacement of Equipment is unconditional except with respect to damage which occurs as a result of any of the following (which Acts360 may determine in its sole discretion): (a) Acts of God; (b) gross negligence on the part of Customer or any Customer-permitted user of the Equipment; or (c) intentional or reckless misconduct on the part of Customer or any Customer-permitted user of the Equipment. There is no additional charge to Customer for Replacement Equipment or shipping thereof; provided, however, if Customer chooses to request on-site service from Acts360 after thirty (30) days from the date on which the Equipment is installed at Customer's location(s), then Acts360’s standard on-site service charges shall apply. Replacement Equipment will either be shipped preconfigured and plug-

and-go ready or configured by Acts360 on-site. Equipment that is defective or inoperable must be returned by Customer using packing materials provided by Acts360. All return shipping charges shall be prepaid or reimbursed by Acts360. If Customer fails to return defective or inoperable Equipment to Acts360 within two (2) weeks of installation, Customer will be responsible for any applicable equipment charges. Acts360 reserves the right to prospectively terminate the warranties provided in this paragraph or a like provision in any other contract Customer has with Acts360, upon thirty (30) days written notice, if the nature or number of asserted loss(es) to date, in Acts360's sole discretion, causes Acts360 to conclude that the continuation of the warranty would put Acts360 at unacceptable risk. If Acts360 terminates the warranties set forth in this Section, Customer must then keep the Equipment fully insured against loss and provide Acts360 with evidence of such insurance within (30) days of Acts360's submission of written notice of termination, which insurance names Acts360 as an additional insured. Any insurance proceeds received will be applied, at Acts360's option: (i) to repair, restore or replace the Equipment; or (ii) to pay to Acts360 the remaining amounts owed by Customer (whether or not yet due) under this Agreement plus the residual value of the Equipment, both discounted at the then current Wall Street Prime rate, whereupon this Agreement will automatically terminate. THE OCCURRENCE OF ANY LOSS OF OR DAMAGE TO THE EQUIPMENT SHALL NOT RELIEVE OR REDUCE ANY OTHER COVENANT, CONDITION OR PROVISION IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CUSTOMER'S OBLIGATION TO CONTINUE TO PAY THE RENTAL PAYMENTS SET FORTH HEREIN, UNLESS, WHILE THE ABOVE PROTECTION IS IN PLACE, Acts360 ELECTS IN WRITING TO CANCEL THIS AGREEMENT INSTEAD OF REPAIRING OR REPLACING THE EQUIPMENT.

LOCATION, INSPECTION AND RETURN OF EQUIPMENT. Customer will not move the Equipment from the location noted on the first page of this Agreement without Acts360's prior written consent. Acts360 will have the right to enter the premises where the Equipment is located in order to confirm the existence, condition and proper maintenance of the Equipment. At the expiration of the Term or upon earlier termination hereof, Customer will immediately return the Equipment at Customer's sole expense, in Average Saleable Condition, to such place as is designated by Acts360. The term "Average Saleable Condition" means the Equipment is immediately available for use by another customer without the need for any repairs or refurbishment. Should Customer fail to return the Equipment at the end of the Term, this Agreement shall automatically renew on a month-to-month basis until the Equipment is returned in the manner provided herein, notwithstanding any written notification from Customer to the contrary.

INSURANCE. Until all payments hereunder have been paid in full and the Equipment has been returned to Acts360, Customer will: (a) keep the Equipment insured for its full replacement value against all types of loss, including theft, and name Acts360 as loss payee; and (b) provide and maintain an acceptable general public liability insurance policy with limits of at least \$1,000,000. If you do not provide us with acceptable evidence of such insurance, Acts360 may, but will have no obligation to, obtain insurance for Customer and add a charge to Customer's monthly payments which will include the cost of such insurance.

INDEMNITY. CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS Acts360 FROM AND AGAINST ALL CLAIMS FOR LOSSES IMPOSED ON, INCURRED BY OR ASSERTED AGAINST Acts360, INCLUDING BUT NOT LIMITED TO REASONABLE

ATTORNEY'S FEES, FOR DAMAGES OR INJURIES CAUSED BY THE EQUIPMENT OR THE USE THEREOF.

LIMITATION OF LIABILITY. IN NO EVENT SHALL Acts360 BE RESPONSIBLE FOR ANY LOSSES OR INJURIES CAUSED BY THE INSTALLATION OR USE OF THE EQUIPMENT. IN NO EVENT SHALL Acts360 BE LIABLE FOR INTERRUPTION OF CUSTOMER'S BUSINESS, LOSS OR DAMAGE TO CUSTOMER'S PROPERTY OR ANY OTHER LOSS, INCLUDING BUT NOT LIMITED TO: (a) LOSSES FOR LOSS OF REVENUE OR PROFITS; (b) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES; AND (c) DAMAGES FOR INJURY TO ANY THIRD PARTY OR ANY OF CUSTOMER'S EMPLOYEES, AGENTS OR ANY OTHER PERSONS ON CUSTOMER'S PREMISES.

TAXES. Customer agrees to pay all taxes, fees and governmental charges related to this Agreement. If Acts360 pays any of the above for Customer, Customer agrees to reimburse Acts360 on demand, together with interest at a rate equal to the lower of one and one-half percent (1.5%) per month or the highest rate allowed under applicable state law.

DELINQUENT AMOUNTS AND ADVANCES. If any payment or additional amounts or other sums required to be paid by Customer under this Agreement are not paid when due, such overdue amount will accrue interest, from the due date until paid, at a rate equal to the lower of one and one-half percent (1.5%) per month or the highest rate allowed under applicable state law. In addition, Customer will pay Acts360 a late charge equal to the lower of ten percent (10%) of the overdue amount the highest late fee allowed under applicable state law. This late charge will be due and payable at the same time the next monthly rental payment is due. In the event that Acts360 has to make advance payments of any kind to preserve the Equipment, or to discharge any tax, the amount advanced by Acts360 will be repayable by Customer to Acts360, together with all applicable interest until paid.

SOFTWARE. Except as provided in this Section, all references to the Equipment in this Agreement includes any and all applicable software ("Software"). Customer acknowledges and agrees that Acts360 does not own the Software. Customer understands that Acts360 cannot transfer the Software to Customer. To the extent there is a separate agreement and/or license between Customer and the manufacturer regarding the Software, Acts360 is not responsible for the Software or the obligations owed by Customer under such agreement or license.

DEFAULT AND REMEDIES. Any of the following events or conditions will constitute default hereunder: (a) Customer fails to pay any sum due Acts360 within ten (10) days after the due date thereof; (b) Customer failed to observe or perform any other term, covenant or condition of this Agreement and such failure continues for ten (10) days following receipt of written notice from Acts360; (c) the filing by or against Customer of a petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors; (d) the voluntary or involuntary making of an assignment of a substantial portion of its assets by Customer for the benefit of creditors, appointment of a receiver or trustee for Customer or for Customer's assets, commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Customer's affairs, or Customer ceasing doing business as a going concern; (e) any representation or warranty made by Customer herein or in any document delivered by Customer in connection herewith that was misleading

in any material respect when made; or (f) Customer is in default under any other contract with Acts360. Upon the occurrence of an event of default, Acts360 may, at Acts360's option, require Customer: (i) to pay as liquidated damages and not as a penalty the present value, discounted at prevailing Wall Street Journal prime rate, of the remaining balance of all monthly rental payments hereunder plus the estimated residual value of the Equipment; and (ii) regardless of whether such amounts are paid, to return the Equipment. Acts360 may avail itself of any other remedies available to Acts360 under applicable law, including but not limited to holding Customer liable for the difference between the remaining unpaid monthly rental payments and the estimated residual value of the Equipment. Although Customer agrees that Acts360 has no obligation to sell the Equipment, if Acts360 does sell the Equipment, Acts360 will reduce the amount Customer owes by what Acts360 receives. These remedies will be applied, to the extent allowed by law, cumulatively. In addition, Customer agrees to pay Acts360 all costs and expenses, including reasonable attorney's fees, incurred by Acts360, in exercising or attempting to exercise any of Acts360's rights or remedies hereunder, plus interest at a rate equal to the lower of one and one-half percent (1.5%) per month or the highest rate allowed under applicable state law. A waiver of default shall not be construed as a waiver of any other or subsequent default.

ASSIGNMENT. Customer has no right to sell, assign or sublease the Equipment or this Agreement. Acts360 MAY SELL OR ASSIGN THIS AGREEMENT OR Acts360'S RIGHTS IN THE EQUIPMENT, IN WHOLE OR IN PART, TO ANY THIRD PARTY WITHOUT NOTICE TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT IF Acts360 SELLS OR ASSIGNS ANY INTEREST IN THIS AGREEMENT, THE ASSIGNEE WILL HAVE Acts360'S RIGHTS, BUT WILL NOT HAVE Acts360'S OBLIGATIONS AND WILL NOT BE SUBJECT TO ANY CLAIM, DEFENSE OR SET-OFF THAT CUSTOMER COULD ASSERT AGAINST Acts360.

MISCELLANEOUS. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. All of Customer's written notices to Acts360 must be sent by certified mail to the following address: 2408 Airport Road, Plant City, Florida, 33563. Notwithstanding terms and conditions contained in any purchase order relating to the Equipment, the terms and conditions of this Agreement will prevail.

CUSTOMER WAIVERS. Customer waives any notice of Acts360's intent to accelerate any payment(s) hereunder and the enforcement of Acts360's rights pursuant hereto. Acts360 AND CUSTOMER EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL. To the extent Customer is permitted by law, Customer hereby waives all rights and remedies Customer has or may have under Article 2A (Sections 508-522) of the Florida Uniform Commercial Code, including but not limited to Customer's rights to: (i) cancel or repudiate this Agreement; (ii) reject or revoke acceptance of the Equipment; and (iii) recover damages from Acts360 for any breach of warranty or for any other reason. To the extent Customer is permitted to by law, Customer also waives any rights Customer has or may have under any statute or otherwise which require Acts360 to sell, pay or otherwise use any Equipment to reduce Acts360's damages or which may otherwise limit or modify any of Acts360's rights or remedies. Any action Customer takes against Acts360 for any default, including breach of warranty or indemnity, must be commenced within one (1) year after the event which caused it. Acts360 will not be liable for specific performance of this Agreement or for any losses, damages, delays or failure to deliver the Equipment.

NON-DISCLOSURE AND PUBLICITY. Neither party shall disclose to any third party the terms and conditions of the Agreement without the prior written consent of the other party.

NO RIGHT TO INTELLECTUAL PROPERTY. The Agreement confers no right to use the name, service marks, trademarks, software rights or licenses, copyrights, or patents of either party except as expressly provided herein. Neither party shall take any action which would compromise the registered copyrights or service marks of the other party.

NOTICES. All notices, demands, consents, requests, approvals, Customer name and address changes, billing inquiries and requests, or other communication which either party is required or desires to give or make upon or to the other party shall be in writing and will be effective when sent, if hand delivered or faxed (with confirmation of receipt); on the next business day if sent by a generally recognized overnight delivery service (subject to confirmation from the service); or on the date received if sent by United States certified or registered mail, return receipt requested. Such Notices will be sent to the addresses set forth in the Agreement on the signature page, unless either party changes its address by giving written notice of such changes to the other party in accordance with the Agreement.

NO THIRD PARTY BENEFICIARIES. The Agreement is for the sole and exclusive benefit of the parties hereto and is not for the benefit of any third parties. The Agreement does not create any obligations or confer any rights on any person or entity other than the parties hereto.

RELATIONSHIP OF PARTIES. Neither the Agreement nor the rental of Equipment thereunder shall be deemed to create any joint venture, partnership or agency between Acts360 and Customer; the parties are independent contractors and shall not be deemed to have any other relationship. Neither party, nor any agent or representative of either party, shall have, or hold itself out as having, the power or authority to bind or create liability for the other party by its intentional or negligent act and no claimed act of authority shall have any binding effect.

FRAUD. Customer is solely responsible for fraudulent calls or data transmitted utilizing the Equipment. Customer is solely responsible for selection, implementation and maintenance of security features for protection against unauthorized calling, and Acts360 shall have no liability therefor. Customer is solely responsible for payment to the applicable service provider of all long distance, toll and other communications charges incurred through use of the Equipment being provided hereunder, regardless of whether such use was intended or authorized by Customer. Customer shall defend, indemnify and hold harmless Acts360 from and against all costs, expenses, claims or actions arising from fraudulent calls of any nature carried by means of the Equipment. Customer shall not be excused from paying Acts360 monthly rental payments on the basis of fraudulent calling. It is understood that Acts360 is under no obligation to investigate the authenticity of calls made using the Equipment and shall not be liable for any fraudulent calls billed to Customer's account by the applicable service provider.

911 DISCLAIMERS. Acts360 shall provide the Equipment but shall not, be considered under any circumstances to be a provider of communications or voice or internet protocol (VoIP) services to

Customer. CUSTOMER ACKNOWLEDGES AND AGREES THAT Acts360 WILL NOT PROVIDE 911 OR e911 SERVICES AND SUCH SERVICES MUST BE OBTAINED DIRECTLY FROM THE APPLICABLE SERVICE PROVIDER.

SUBCONTRACTORS. Acts360 may, at its discretion, engage subcontractors to perform work hereunder, provided Acts360 shall fully pay such subcontractors and remain responsible for the proper completion of Acts360's duties under this Agreement. Acts360 warrants that Acts360 and its subcontractors are adequately insured for injury to its employees and others incurring loss or injury as a result of the negligence of Acts360 or its employees or subcontractors in the performance of their work hereunder.