



MASTER SERVICES AGREEMENT GENERAL TERMS OF SERVICES

These General Terms of Service, together with the various Coastline Terms of Services and/or policies and any Service Order, constitute the agreement ("Agreement") between Coastline Technology Group LLC, ("Carrier", "we," "us" or "Coastline") and the End User ("You", "Your" or "Customer") of Coastline's Business Telephone Service ("Service", "Services"). Customer and Coastline may be collectively referred to herein as the "Parties", and individually as "Party". This Agreement governs the Service as well as use of Coastline supplied hardware, and any other network appliance or device used in conjunction with the Service.

By accepting the Coastline Services Quote to activate Coastline Services, you acknowledge that you have read, understand, and agree to the Terms of Service of this Agreement, and are of legal age to enter into this Agreement. These Terms of Services supersede all earlier versions and require mandatory arbitration of disputes. Please read these Terms of Services carefully, as they describe your legal rights and obligations.

1. SERVICE

1.1 START OF SERVICE, BILLING DATES, AND PRORATING - You agree to fulfill the Contract Term designated on the Coastline Services Quote that you signed. You will be placed on a Billing Cycle for the selected Contract Term. For Standard Billing Cycles, Monthly Service Term begins on the first day of the month and ends on the last day of the month. Billing is processed during the first week of each month. For high volume customers, the Billing Date is determined by Coastline based on Contract Term/billing cycle with Coastline. The Account Activation Date is the date that your account is set up on Coastline. The Service Activation Date is the date that Services become usable by you. Invoices will be generated at the start of the billing cycle nearest to your Account Activation Date. The first invoice includes charges for prorated Monthly Recurring Charges (MRCs) as well as Non-Recurring Fees (NRCs), plus usage charges. Prorated charges are based on the number of days in the month in which Service was activated and are for each day of Service up to the first day of the next billing cycle. MRCs or other charges are billed to your account and processed during the first week of each month, or on another date as determined by your Contract Term and billing cycle arrangement with Coastline.

1.2 CONTRACT TERMS AND USE OF SERVICES - The Contract Term refers to the initial length of the Term (in months) of Service that you ordered from Coastline and appears on the Coastline Services Quote. Coastline offers month-to-month, 12 (twelve), 24 (twenty-four) and 36 (thirty-six), 48 (forty-eight), 60 (sixty), 72 (seventy-two), and 84 (eighty-four) month Contract Terms. The Contract Terms renew automatically without action by either Party. If you terminate Service prior to the end of your Contract Term, you will be responsible for the remaining Monthly Recurring Charges on all subscribed-to Services for each billable month left in your Contract Term, plus any applicable Cancellation/Disconnection Fees, a Cancellation Fee of \$24.99 per extension, plus any other unbilled charges, all of which become immediately due and payable upon termination or cancellation of Service/Contract. Expiration or Termination of a Contract Term does not free you from paying any and all unpaid charges to Coastline. Any unused free months or minutes on special promotional offerings will not be credited to your account should you request an early cancellation of Services.

1.3 BUSINESS SERVICES - LIMITATIONS OF USE OF SERVICE(S); PROHIBITION OF RESALE - If you have subscribed to Coastline Services, the Services are provided to you as a normal business user. This means that you must not resell or transfer the Services to any other person/entity for any purpose, without express written permission from Coastline. You understand that subscribing to Coastline Services does not grant you the right to use the Services for high volume applications such as auto-dialing, continuous or extensive call forwarding, telemarketing, polling, charitable or political solicitation, fax broadcasting, or fax blasting unless prior approval was given to you by Coastline to use the Services in such a way. Coastline offers Metered Services, which may be used for a variety of high volume applications. If you have subscribed to Coastline Services such as hosted PBX, SIP Trunks, audio conferencing, IP fax, or other Services, you are permitted to use the Services at the agreed upon rates and/or applicable Monthly Recurring Charges as described in your original Services Quote. Coastline reserves the right to immediately modify and/or terminate the Services and/or Pricing, if Coastline determines that your use of the Services exceeds the stated Limitations of Use for the Services that you have subscribed to.

1.4 LAWFUL USE OF Coastline SERVICES(S) AND EQUIPMENT, PROHIBITED USES, UNAUTHORIZED USAGE - You agree to use the Service(s) only for lawful purposes. This means that you will not use them for transmitting or receiving any communication(s) or material(s) of any kind when in Coastline's sole judgment the transmission, receipt, or possession of such communication(s) or material(s) (i) would constitute a criminal offense, create a civil liability, or violate any applicable local, state, national or international law or (ii) encourages conduct or activities that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. Coastline reserves the right to terminate your Service immediately and without advance notice if Coastline, in its sole discretion, believes you have violated any of the restrictions noted above. Upon termination, you are immediately responsible for the full month's charges plus any unbilled or past-due charges accrued up to the end of the current Month-to-Month Term. You are liable for any and all use of the Service by yourself and by any person making use of the Service on equipment provided to you, and by accepting these Terms & Conditions, you agree to indemnify and hold harmless Coastline against any and all liability for any such use. If Coastline, in its sole discretion believes that you have violated the above restrictions, Coastline may forward the objectionable material, as well as your Coastline communication records and your personally identifiable information to the appropriate local, state, national, or international authorities for investigation and prosecution and you hereby consent to such forwarding.

If equipment that you use in connection with the Service is stolen, or you become aware that your Coastline Services are being stolen or fraudulently used by a third party, you must notify Coastline immediately by calling the Coastline Customer Support Line 949-209-8752 or emailing support@coastlinetechgroup.com. When you contact Coastline to report the problem, provide your Coastline account number and a description of the alleged theft or fraudulent use of Services. Until Coastline receives notification of the theft or fraudulent use, unauthorized traffic and usage charges will continue to accumulate and will be automatically charged to your Coastline account. You will be liable for all fraudulent use of the Services and/or device(s) stolen from you, and charges will be applied to your account. Notwithstanding anything to the contrary, Coastline will not issue credits for charges resulting from fraudulent use that arises out of third parties hacking into your equipment, the internet, or your Services. This hacking includes, but is not limited to, modem hijacking, wireless hijacking or other fraud arising out a failure of your internal/corporate procedures. Failure to contact Coastline as described above may result in termination of your Services. Please see Coastline's Fraud Policy at www.coastlinetechgroup.com/tos

1.5 USE OF SERVICE(S) AND BY CUSTOMERS OUTSIDE THE UNITED STATES - Coastline encourages you to use the Service(s) and provides live and/or email technical support for the Services within the United States and Canada. If you use the Service from any location outside the United States or Canada, you do so at your own risk, including the risk that such activity violates the local or national laws in the country where you choose to do so. You are liable for any use of the Service(s) by yourself or any person making use of the Service(s) provided to you and you agree to indemnify and hold harmless Coastline against any and all liability for such use.

1.6 LOSS OF CARRIER SERVICE(S) DUE TO POWER FAILURE, ISP OR BROADBAND OUTAGE, OR ACCOUNT SUSPENSION - You acknowledge and understand that the Coastline Service does not function in the event of power failure. You also understand that the Service is delivered to you through a broadband Internet connection, which is not provided by or managed by Coastline. In the event of a power or service outage, or unavailability of service from your Internet service provider ("ISP"), Coastline Service will not function. The Service will not function again until power is restored or the ISP outage is cured. You may have to reset or reconfigure equipment used by the Service prior to utilizing the Service again after a power failure or other ISP or broadband service interruption. During such outages, you will continue to be billed for the Service unless and until you or Coastline terminate the Service in accordance with this Agreement.

1.7 COPYRIGHT, TRADEMARK, UNAUTHORIZED USAGE OF SOFTWARE OR HARDWARE - The Coastline Service(s) any Coastline-issued hardware or software used to deliver the Service to you, plus all Services, information, documents and materials on Coastline's website(s) are protected by trademark, copyright, or other intellectual property laws and/or international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Coastline are the exclusive property of Coastline and nothing in this Agreement grants you the right to use any such marks. You acknowledge that you are not given license to use the Coastline-issued hardware or software, other than as a nontransferable, revocable license in object code form (without making any modification thereto) strictly in accordance with the terms of this Agreement. You agree that any Hardware provided to you by Coastline is exclusively for use in connection with the Service and that Coastline will not provide any passwords, codes, or other information that would enable you to use it for any other purpose.

1.8 TAMPERING WITH SERVICE(S) OR Coastline ISSUED HARDWARE - If Coastline has issued you Equipment, you may not change the electronic serial number or equipment identifier, or perform factory reset of such Equipment. Coastline reserves the right to terminate your Service(s) if you tamper with the Equipment, leaving you responsible for the remaining charges to the end of the agreed-to service term, plus any unbilled charges, plus applicable Cancellation Fee(s) all of which become due and payable and will immediately be charged to your credit card or account. Further, you agree not to hack or disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

1.9 TRIAL PERIOD, RETURN OF EQUIPMENT, AND DAMAGED PACKAGES - Coastline provides a fourteen (14) day Trial Period during which time you may decide if you wish to continue the Services through the end of the Contract Term. Any Equipment purchased from Coastline may be returned for a refund of the net purchase price and the Services may be cancelled without penalty within fourteen (14) days of your Service Activation Date. You are responsible for all usage charges accrued during the Trial Period and must pay these charges at the request of Coastline. Any Equipment that you purchased from Coastline may be returned provided that the return package is received by Coastline within 10 (ten) days of the end of the Trial Period. If you wish to return any hardware, you must first call the Coastline Customer Care Line to obtain a Return Shipment Authorization Code, which must be displayed on the return package. Returned hardware must be received in the original and complete condition and packaging that it was originally sent in, meaning that all parts, accessories, documentation and materials are included with the return package. Upon receipt and inspection of the return package, Coastline will issue a credit for the original purchase amount of the equipment to your account or credit card. You are responsible for all cost and risks associated with the return shipment of the hardware. In the event that a Coastline package arrives to you in a visibly damaged condition, you must note the damage on the freight bill and retain a copy for your records. In such event, you must keep the original carton, all packing materials and parts intact in the same condition in which they were received from the carrier and contact Coastline' Customer Care Department immediately. To obtain a return authorization number, you must contact support@coastlinetechgroup.com or 949-209-8752

1.10 NUMBER RELEASE ON SERVICE TERMINATION - Upon termination of Service, Coastline may release a telephone number that you ported to Coastline from a previous service provider and used in

connection with the Service. At your request, the number may be released to your new service provider, provided that your Coastline account is current including payment for any and all outstanding charges (including any outstanding Monthly Recurring Charges that remain on your Contract Term) and any applicable Cancellation Fees. To request a Number Release, you must submit a LOA (Letter of Agency) to your new telephone/telephony service provider. Upon satisfaction of the above stated requirements for Number Release, Coastline will release your number to your new service provider.

1.11 TELEPHONE & ENHANCED TELEPHONY SERVICE DISTINCTIONS - You understand that the Service is not a traditional telephone service, but an Enhanced Telephony Service. Distinctions exist between traditional telephone service and the Enhanced Telephony Service provided by Coastline. The Service is subject to different regulatory treatment than telephone service. This treatment may affect your rights of redress before Federal, State or Provincial telecommunications regulatory agencies.

1.13 411 SERVICES - Coastline supports 411 Standard and Enhanced 411 Information Services. All 411 calls are billed at \$0.85 per call.

1.14 NO 0+ CALLING/NO TRADITIONAL FAX SERVICE - Coastline Service does not support 0+ calling (collect, third party billing, or calling card calls). Coastline does not support Traditional Fax Service. Instead, Coastline offers hosted faxing solutions at an additional charge.

1.15 LNP (PORTING) - You may request that phone numbers be ported to the Coastline by submitting a completed LOA (Letter of Agency) and a current bill copy (less than thirty days old) from your current service provider. No port shall be accepted or submitted without this information. The cost to you for porting DID's to Coastline is \$30.00 Per Number unless other pricing has been supplied to you in writing. Standard porting time is ten (10) to forty-five (45) days. You should specify the desired port date in the appropriate section of the LOA. Coastline will attempt to honor this date and will let you know the actual port date. Once the LOA and bill copy are received by Coastline shall initiate the port request and shall obtain a FOC (Firm Order Commitment) date. You will be provided with a FOC (Firm Order Commitment) date informing you when numbers are scheduled to be ported to Coastline. The fees for cancelling or changing a port of a DID to Coastline are determined by how soon before or after the FOC date a port is cancelled. Fees for cancelling a port are as follows:

- PORT CANCELLATION/CHANGE FEE - PER DID WITH CANCELLATION OCCURRING 48 HOURS OR MORE BEFORE SCHEDULED PORT FOC DATE : \$30.00
- PORT CANCELLATION/CHANGE FEE - PER DID WITH CANCELLATION OCCURRING 6 HOURS BEFORE OR AT ANYTIME AFTER SCHEDULED PORT FOC DATE: \$175.00
- PORT CANCELLATION/CHANGE FEE - PER DID WITH CANCELLATION OCCURRING LESS THAN 6 HOURS BEFORE OR WITHIN 24 OR MORE HOURS AFTER THE SCHEDULED PORT FOC DATE (AS IN A "SNAP-BACK"): \$400.00

Coastline shall assign the appropriate cancellation fees (as displayed above) to your Coastline account for any port cancellation that you request. Payment for cancellation fees occurring within a given month shall be payable within ten (10) days of your receipt of the invoice displaying the port cancellation fee(s).

2. EMERGENCY CALLING SERVICES- 911 DIALING

2.1 The Coastline Services are subject to restrictions and disclaimers on the E911/911 Services that can be found at www.coastlinetechgroup.com/tos. Any use of call forwarding to mobile phones or the use of VoIP to mobile software applications will not be compatible with Coastline's E911/911 Services and 911 calls will have to be routed by your mobile provider.

3. **ACCEPTANCE OF ELECTRONIC SIGNATURES & COMMUNICATION OF OFFICIAL BUSINESS** - When you visit Coastline's websites or portals, send email or fax, or engage in IM (Instant Messenger) conversations, you are communicating with Coastline electronically and understand that all such communication between you and Coastline shall constitute official communication which is legally binding. You also consent to receive communications from us electronically and/or by traditional mail. You understand that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. By initialing this document, you acknowledge that you have read and agree to the terms & conditions contained herein.

4. **CHANGES TO THIS AGREEMENTS** - Coastline may change the Terms and Conditions of this Agreement and/or Pricing at any time. Changes to the Agreement or Pricing will be considered effective as of the date that notice of such change is conveyed to you via email or other means. Changes are binding from the date sent from Coastline to you without further notice by Coastline.

5. **CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATIONS**

5.1 **BILLING** - You must provide Coastline with a valid credit card number (Visa, MasterCard, Discover, American Express) at the time the Service is activated. Any other payment method must be approved by Coastline. Coastline reserves the right to stop accepting credit card payments at any time. If the credit card on file for you expires, a credit card account is closed, billing address changes, or the card is cancelled and replaced due to loss or theft, you must immediately advise Coastline. All Monthly Recurring Charges, applicable taxes and surcharges, are billed monthly in advance (except for overage charges, which are billed monthly in arrears) to your credit card, along with Activation Fees, Monthly, International Usage Charges, Advanced Feature Charges, Equipment Purchases, Cancellation Fees and Shipping & Handling Charges.

5.2 **BILLING DISPUTES** - If you dispute any Coastline charges appearing on your statement, you must make Coastline aware of the dispute in writing (email or otherwise) with fourteen (14) days after receiving your Coastline statement. If charges are not disputed with fourteen (14) days, Coastline assumes that the charges are acceptable to you and valid. Billing disputes should be notified to: Billing Department, Coastline Technology Group, LLC, 1011 Brioso Drive, Suite 110, Costa Mesa, CA 92627, or email Billing@coastlinetechgroup.com.

5.3 **PAYMENT** - Coastline accepts payments by check, credit card, PayPal, or bank wire transfer. Your use of the Service authorizes Coastline to charge the account or credit card number on file with Coastline, including any changed information given Coastline if the card expires or is replaced, or if you substitute a different card, for Coastline charges. This authorization will remain valid until 30 days after Coastline receives your written notice terminating Coastline's authority to charge your credit card, whereupon Coastline will charge you the disconnect fee and any other outstanding charges and terminate the Service. Coastline may terminate your Service at any time in its sole discretion, if any charge to your credit card on file with Coastline is declined or reversed, your credit card expires and you have not provided Coastline with a valid replacement credit card, or in case of any other non-payment of account charges. There is a \$30.00 charge for checks returned for NSF (non-sufficient funds). Termination of Service for declined or expired card, checks returned for NSF, reversed charges, or non-payment leaves you **FULLY LIABLE** to Coastline for **ALL CHARGES ACCRUED BEFORE TERMINATION** as well as any other fees pertaining to remaining contractual obligations and for all costs incurred by Coastline in collecting such amounts, such as (but not limited to) collection costs and attorney's fees..

5.4 **TERMINATION/DISCONTINUATION OF SERVICE** - Coastline reserves the right to suspend or discontinue the Service, or to terminate your Service, at any time in its sole discretion. If Coastline discontinues providing the Service, or terminates your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final months' charges or the remaining Monthly Recurring Charges (MRCs) in your agreed-to Service Term. If your Service is terminated for any stated reason, or because of improper use of the Service, you will

be responsible for the full month's charges to the end of the current term and any remaining MRCs in your agreed-to Contract Term.

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

5.7 TERMINATION OF SERVICES & DISCONNECTION FEES - If you terminate Services prior to the end of your original Contract Term, you will be responsible for the remaining Monthly Recurring Charges for each billable month left in your Contract Term, plus any other unbilled charges, all of which become immediately due and payable upon termination or cancellation of Service/Contract. You will not be subject to a disconnection fee if you fulfill the terms of your initial agreement. The disconnect fees become due and payable immediately upon Service disconnection/termination and will be billed directly to your account and/or credit card.

5.8 RETURN OF EQUIPMENT - If Coastline has provided Customer with telephones, phone equipment or other hardware (the "Equipment"), in conjunction with a Contract Term as specified in the quote or order form, all right, title and interest in the Equipment remains with Coastline. In the event Customer wishes to cancel the accompanying Service before the end of the contracted term, then Customer must return all Equipment within 20 days of Customer's cancellation of service request at Customer's expense.

5.9 INTERNATIONAL & DOMESTIC RATES - Coastline makes every attempt to keep the domestic and international per minute rates the consistent. From time to time, however, it may be necessary to increase or decrease the rates due to changes in underlying wholesale costs or legislation enactments that are not under the control of Coastline. In the event that there must be change to Coastline's domestic or international rates, you will be notified in writing within twenty-four (24) hours of such change. The rate change will become effective immediately upon delivery of notice to you and will be reflected on your Coastline bill from the delivery of notice date forward.

6. LIMITATION OF LIABILITY / DISCLAIMERS / INDEMNIFICATION / CONTENT –

6.1 LIMITATION OF LIABILITY - IN ADDITION TO ANY LIMITATIONS OF LIABILITY RELATED TO SPECIFIC SERVICES, INCLUDING E911, AND COASTLINE FRAUD POLICIES, IN NO EVENT SHALL COASTLINE OR ANY AFFILIATED PERSON OR ENTITY BE LIABLE TO CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY FOR ANY PERSONAL INJURY, DAMAGE TO EQUIPMENT, LOSS OF DATA, PROFIT OR REVENUE OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, RELIANCE, COST OF COVER, SPECIAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THE AGREEMENT, EVEN IF CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY ADVISES COASTLINE OR ANY AFFILIATED PERSON OR ENTITY OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. COASTLINE SHALL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT OR THE PROVISION OF SERVICES, AND CUSTOMER HEREBY INDEMNIFIES AND HOLDS HARMLESS COASTLINE FROM AND AGAINST ANY LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF SUCH DAMAGE OR INJURY. CUSTOMER'S

REMEDIES FOR CLAIMS UNDER THE AGREEMENT SHALL BE STRICTLY LIMITED TO OUTAGE CREDITS AS DESCRIBED HEREIN.

Customer acknowledges that Coastline has set its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability, the disclaimers of warranties and damages and Customer's indemnity obligations set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if this Agreement is found to have failed of their essential purpose.

6.2 **DISCLAIMER OF WARRANTY - COASTLINE MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COASTLINE WILL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY (INCLUDING ANY SUBSCRIBERS TO OR USERS OF ANY SERVICES PROVIDED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, OR SERVICE INTERRUPTIONS. COASTLINE EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OF THE INFORMATION PASSING THROUGH ITS NETWORK OR OVER THE INTERNET. USE OF ANY INFORMATION OBTAINED OVER THE COASTLINE NETWORK OR THE INTERNET IS AT YOUR OWN RISK. COASTLINE SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF THE INFORMATION OBTAINED THROUGH ITS SERVICE. IN NO EVENT WILL COASTLINE LIABILITY FOR ANY CLAIM (WHETHER IN TORT, CONTRACT, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE IN LAST MONTH OF SERVICES.**

6.3 **INDEMNIFICATION OF COASTLINE - You agree that you shall fully defend, hold harmless and indemnify Coastline, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines penalties, costs and expenses, attorneys' fees, arbitration fees, mediation fees, expert expenses, and all other consequences of every kind, directly or indirectly resulting from any and all failure(s) of you or your agent(s) to fully comply with all duties, obligations and other provisions set forth in this Agreement, including, but not limited to, your warranties set forth or your violation of a third party's intellectual property rights. You further agree to defend, indemnify and hold harmless Coastline, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from and against any and all claims, demands, actions, suits, loses, liabilities, damages, injuries, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of any property damage or recoverable economic loss incurred by a third party, to the extent such damage or loss is caused by any act or omission of you or your agents in connection with the performance of this Agreement. You further agree to defend, indemnify and hold harmless Coastline, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines penalties, costs and expenses, attorneys' fees, arbitration fees, mediation fees, expert expenses, and all other consequences of every kind, directly or indirectly resulting from any and all failures on the part of underlying Coastline service providers to provide the Services in compliance with their underlying agreements with Coastline. You agree that Coastline shall have the right to participate in the defense of any such claim through counsel of its own choosing at your expense.**

6.4 **DISCLAIMER OF WARRANTIES ON SERVICE - Coastline makes no warranties (express or implied and without limitation), any implied warranties of merchantability, fitness of the Services for a particular purpose, title or non-infringement or any warranty arising by usage or trade, course, or dealing or course of performance or any warranty that the Services will meet your expectations or requirements. Without limiting the foregoing, Coastline does not warrant that the Service will be without failure, delay, interruption, error, and degradation of voice quality or loss of content, data or information. Neither Coastline nor its officers, directors, employees, affiliates, agents or any other service provider or vendor who furnishes services or products which are used to deliver the Services, will be liable for unauthorized access to Coastline**

or Customer's or Vendor's transmission facilities or premise equipment or for unauthorized access to or alternation, theft, or destruction of your data files, information, programs, procedures, software or hardware through accident, fraudulent means or any other method, regardless or whether such damage occurs as a result of Coastline's or its underlying service providers' or vendors' negligence. Statements and descriptions concerning the Service, if any, by Coastline or Coastline's employees, agents, installers or technicians are informational and are not given as warranty.

6.5 **DISCLAIMER OF WARRANTIES, OR LIMITED WARRANTIES, FOR EQUIPMENT** - If you received Equipment from Coastline and it included a limited manufacturer's warranty at the time of receipt, you should refer to the warranty documentation provided with the Equipment for information on the rights, disclaimers, and limitations afforded to you as a purchaser. If your Equipment did not include a limited warranty at the time of receipt, you accept the Equipment "as is" and understand that you are not entitled to a replacement or refund in the event of any defect or failure. Coastline makes no warranties (express or implied) of any kind for the Equipment other than the warranties expressly set forth in the documentation provided with the Equipment. Coastline specifically disclaims any warranty of merchantability, fitness of the Equipment for a particular purpose, title or non-infringement, or any warranty arising by usage or trade, course of dealing, or course of performance or any warranty that the Equipment or any hardware or software is "error free" or will meet your expectations or requirements. The foregoing will not be deemed to limit any disclaimer or limitation of warranty set forth in the documentation provided with the Equipment.

6.6 **CONTENT** - You are responsible for any liability arising out of the content transmitted by or to you or your user when using the Services. You must assure that your or your user's use of the Services will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Coastline reserves the right to terminate or suspend affected Services, and/or remove your content from the Services, if Coastline determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with Coastline's ability to provide Services to you or others, or receives notice that your use or content may violate any laws or regulations. Coastline's actions or inaction under this Section shall not constitute review or approval of your use of the Services or your content. You agree to indemnify and hold Coastline harmless against any and all liability arising from the content transmitted by or to you or your user while using the Services.

7. GOVERNING LAW / RESOLUTION OF DISPUTES/ASSIGNMENT

7.1 **WAIVER OF TRIAL BY JURY** - Both Parties hereby knowingly, irrevocably, and voluntarily and intentionally waive any rights to a trial by jury in respect of any action proceeding, or counterclaim based on this Agreement or the Coastline Service(s), or any course of conduct, course of dealing, statements, (verbal or written) or action of any Party hereto. This provision is a material inducement for Coastline and the Customer entering into the subject transaction. You understand that this section 7.1. constitutes a waiver of any right to a trial by jury.

7.2 **GOVERNING LAW** - The Agreement and the relationship between you and Coastline shall be governed by the laws of the State of California, with venue in Costa Mesa, California without regard to conflict of law provisions. If court action is initiated to enforce an arbitration award or for any other reason, you and Coastline agree to submit to the personal and exclusive jurisdiction of the courts located within the State of California, with venue in Orange County, California and hereby waive any objection as to venue. Coastline's failure to exercise any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

7.3 ENTIRE AGREEMENT - This Agreement, any Rate Schedule and applicable Services Quote paperwork signed by the Parties constitutes the entire agreement between the Parties and governs your use of the Service. This agreement supersedes any prior agreements between the Parties and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon Coastline unless and until posted in accordance with Section 3 hereof.

7.4 SEVERABILITY - If any part of this Agreement is ever legally declared invalid, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

7.5 ASSIGNMENT - This Agreement and the rights pertaining hereto may not be assigned, resold, or otherwise transferred in whole or in part by you without Coastline's prior written consent. In particular, you may not sell accounts or subaccounts to third parties. Notwithstanding the above, this Agreement shall be binding upon your successors and assigns, if any. Coastline may assign or license any or all of its rights and/or obligations hereunder in its free, sole, and unfettered discretion.

8. PRIVACY - Coastline Service utilizes the public Internet and various third party networks to transmit voice communications. Coastline is not liable for any invasion of privacy experienced by Customer with regard to the Service.

9. FORCE MAJEURE - In the event of "force majeure" (as defined below), Coastline may terminate this Agreement without liability to you. For purposes of the Agreement, "force majeure" shall mean circumstances or occurrences beyond Coastline's reasonable control, whether or not foreseeable at the time of entering into the Agreement, in consequence of which Coastline cannot reasonably be required to perform its obligations hereunder or otherwise perform its obligations under the Agreement. Such circumstances or occurrences include, but are not limited to: acts of God, war, civil war, insurrection, fires, floods, labor disputes, epidemics, governmental regulations and/or similar acts, embargoes, termination or temporary unavailability of any computer hardware or software, server, or network on which the Coastline Services are located or maintained or through which the Coastline Services are provided, and non-availability of any permits, licenses and/or authorizations required by governmental authority. Coastline reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Coastline Services (or any part thereof) with or without notice. You agree that Coastline shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Coastline Services.

10. NOTICES - Coastline may provide notice to you via e-mail sent to the e-mail address provided by you upon registration or as subsequently provided by you to Coastline. Such notice is deemed effective whether you receive it or not and shall be deemed written notice for the purposes of this Agreement. You may provide notice to Coastline in one of the following ways: by personal delivery; by addressing the notice as indicated below and depositing the same by registered or certified mail, postage prepaid, in the United States mail, Coastline Technology Group, LLC, 1011 Brioso Drive, Suite 110, Costa Mesa, CA 92627; By Federal Express; by facsimile transmission; or by e-mail and registered or certified mail. Such notice, statement or other document so delivered to Coastline, except as this Agreement expressly provides otherwise, shall be conclusively deemed to have been given when first personally delivered, on the date of delivery or on the first date of receipt. Notice by e-mail to Coastline shall be deemed ineffective, null and void unless a copy of such notice is also sent by registered or certified mail and postmarked not more than five days subsequent to the giving of e-mail notice. Any such e-mail notice to Coastline shall be deemed effective as of the date on which Coastline receives the certified or registered mail notice.

11. STATUTE OF LIMITATIONS - You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

12. CPNI - Coastline acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's proprietary network information ("CPNI"). Such CPNI includes information about the telecommunications Services purchased by Customer from Coastline, Customer account activity (for example, telephone numbers) and charges incurred by Customer. With Customer's consent, Coastline may use this information for marketing purposes to offer Customer the full range of products and services available from Coastline that may be different from the type of Services Customer currently buys from Coastline. In addition to private line and other dedicated transport services, Coastline and Coastline affiliate's offer other services, including voice, collocation, hardware (by sale or lease) and managed services. A more complete description of Coastline and its product and service offerings are available at www.coastlinetechgroup.com or Customer may contact its Coastline account manager. Coastline may also share Customer information with its affiliates, agents and partners to offer the services and products described above. Coastline requires Customer's consent for Coastline and its affiliates, agents and partners to use this information to offer the services and products described above. By signing the Agreement and taking no further action, Customer gives Coastline Customer's consent to use and disclose Customer CPNI as described above. Customer may refuse CPNI consent by signing the Agreement but then notifying Coastline in writing of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Coastline Customer's decision to approve or disapprove use or disclosure of Customer CPNI as described in this section will not affect Coastline's provision of Service to Customer. A separate description of Coastline's CPNI Policy is set forth at www.coastlinetechgroup.com/tos, the contents of which are hereby incorporated in these Terms of Service as if copied herein verbatim.

13. Red Flag Rules/Identity Theft Compliance Policy - Coastline has a Red Flag Rules and Identity Theft policy located www.coastlinetechgroup.com/tos

14. ACCEPTANCE OF DIGITAL SIGNATURES - BY SIGNING THE COASTLINE SERVICES QUOTE, I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS TERMS & CONDITIONS DOCUMENT. I UNDERSTAND THAT MY DIGITAL OR WRITTEN SIGNATURE ON THE COASTLINE SERVICES QUOTE SERVES AS MY ACCEPTANCE OF THE COASTLINE TERMS AND CONDITIONS AS OUTLINED IN THIS DOCUMENT.