

This agreement ("Agreement") is between Total Technologies ("Total-Tec") and an end user ("End User"). By ordering, purchasing, or using the services provided by Total-Tec to End User ("Total Technologies Services" or "Services"), End User agrees to be bound by these terms and conditions. In addition, End User agrees to comply with and be bound by Total Technologies Master Services Agreement (MSA) found at: <https://total-tec.com/docs>

1. TERMS AND CONDITIONS. The terms and conditions stated herein are in lieu of and replace any and all terms and conditions set forth in any documents issued by End User, including, without limitation, purchase orders and specifications. No waiver or amendment to this Agreement or these terms and conditions shall be binding on Total-Tec unless made in writing expressly stating that it is such a waiver or amendment and signed by Total-Tec.

2. SERVICES.

a. Subject to this Agreement and the Documentation, Total-Tec grants End User a non-exclusive, non-transferrable right to use the Total-Tec Business Services. "Documentation" means the documentation made available by Total-Tec to End User relating to use of the Total-Tec Business Services.

b. During the term of this Agreement, Total-Tec will provide the Services, set forth in the order, sales quotation or other document or electronic order agreed by the parties that contains the quantities and prices of Services, and related fees (a "Service Order"), including telephones and other hardware and software products approved by Total-Tec for use in conjunction with the Total-Tec Services, that reside with the End User or at the End User premise (collectively, "Customer Premise Equipment" or "CPE") subject to the terms and conditions herein.

Total-Tec hereby grants End User access to the Services for End User's own internal business purposes. Subject to the terms and conditions herein, Total-Tec grants End User the right to use the Documentation in connection with its use of the Services.

c. Total-Tec may revise the Total-Tec Business Services, these terms and conditions from time to time without End User's consent, and may subcontract with one or more third parties to provide the Total-Tec Business Services.

d. During the Term of this Agreement, Total-Tec shall provide End User access to Total-Tec's Customer Support Services. At all times such support systems, trouble ticket and trouble ticket logs shall remain the property of Total-Tec. Customer Support Services operations and procedures are made available as part of the Documentation.

e. End User may request additional professional services as set forth in the Documentation and as mutually agreed in writing.

3. TERM. The Service is offered for the initial term of service specified in the Order Form (the "Initial Service Term"). The Initial Service Term shall begin on the Service Activation Date of the first location (the "First Location"). Following the Initial Service Term, Services shall automatically renew for additional terms equal to the Initial Service Term, or any other term mutually agreed by the parties in the Order Form (each, a "Renewal Term") unless and until either party notifies the other party in writing at least sixty (60) days prior to the expiration of the Term in effect at the time that it does not wish to renew the Services (the Initial Service Term and any Renewal Term collectively referred to as the "Term"). If at any time during the Term, Customer orders Services for additional geographic locations ("Locations"), Total-Tec will issue a new Order Form detailing the Service Fees for such Locations. Unless specifically agreed to in the Order Form, Service Fees for new Locations shall renew at the prevailing rates at the time of renewal. The Service Term for any such additional Locations shall be coterminous with the Initial Service Term of the First Location or any Renewal Term in effect at the time.

4. TERMINATION.

4.1. TERMINATION FOR CONVENIENCE. Either party may terminate the Agreement upon sixty (60) days' notice of termination to the other party. Any CPE returned in conjunction with a cancelled Service Order or termination under this clause may also be subject to a restocking fee. If End User transfers or ports a Number or Ported Number (as defined in Section 9) to another service provider, End User must request a disconnect order from Total-Tec for all applicable Services in order to cancel any Services related to such Numbers or Ported Numbers. Service charges will continue until such disconnect order is processed by Total-Tec.

4.2. IMMEDIATE TERMINATION. Total-Tec shall be entitled, in good faith, and in its reasonable discretion, to suspend, terminate or change the Services without advanced notice for End User's material breach of the Agreement, suspected

fraud or any misuse of the Services that adversely affects the Services, Total-Tec, Total-Tec's network or other End Users' use of the Services. Total-Tec may require, and if required, End User shall pay, an activation fee as a condition to changing or resuming a suspended or terminated account.

4.3. EFFECT OF TERMINATION ON FEES. Upon termination of this Agreement, in addition to any applicable charges under this Section, End User shall be responsible for the full monthly Service Fees (defined below) for the month in which termination occurs, and any applicable usage charges through the effective date of termination. Expiration or termination of the Agreement does not alleviate End User of responsibility for paying all unpaid, accrued charges due hereunder.

5. SERVICES AND CUSTOMER PREMISE EQUIPMENT. All orders for Services and CPE purchased by End User will be submitted electronically to Total-Tec by End User or an approved Total-Tec sales agent. Each Service Order will define the quantity, Services, CPE, number porting instructions, shipping instructions, requested delivery date, and any special order handling instructions, if any. The scope of Services may be increased at any time during the Term (any such increase, "Additional Services") by End User entering into an addendum to its Service Order that sets forth the specific Additional Services desired. Each addendum to a Service Order shall be subject to Total-Tec's acceptance, which shall be deemed given if Total-Tec thereafter provides the Additional Services. Upon acceptance by Total-Tec, such Service Order addendum shall be deemed an amendment to the Agreement, subject to all of the terms and conditions herein, and the Service Fees shall be increased to reflect the Additional Services, subject to the same pricing and payment terms as are set forth in the Service Order.

6. ORDER FULFILLMENT. The Parties acknowledge that there are certain circumstances that may prevent Total-Tec from being able to complete its order fulfillment obligations with respect to Total-Tec Business Services orders. Total-Tec shall make a good faith effort to overcome obstacles that arise in its attempt to fulfill an order. However, if Total-Tec is unable to complete an order, Total-Tec may cancel the order citing the reason(s) it is unable to fulfill it.

7. BILLING, CHARGES AND PAYMENT

7.1 End User shall be obligated to pay Total-Tec for the Total-Tec Business Services, including one-time and monthly recurring service fees (collectively "Service Fees") related to providing the Total-Tec Business Services, as set forth in the applicable Service Order. All fees, including Service Fees, payable hereunder shall be non-refundable and non-creditable.

7.2 BILLING. Total-Tec will provide End User with a monthly on-line billing statement for the Services provided each calendar month and bill all charges invoiced to End User's account. Such charges shall include activation fees, monthly Service Fees, shipping charges, disconnection fees, CPE 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. Unless otherwise specified by Total-Tec, billing for monthly Service Fees commences upon ordering of the Services. The first month's 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. Payment shall be due and payable within ten (10) days from the date of the invoice. Payments shall be processed automatically on the day of invoice electronically by either Credit Card or ACH, as provided by End User via the Total-Tec provided web portal. To the extent End User is entitled to a credit pursuant to this Agreement, Total-Tec shall apply such credit only against amounts then due and owing and such credit shall be reflected on the applicable invoice.

7.3 LATE/NON-PAYMENT. If any charges for the Services are due but unpaid for any reason including, but not limited to, non-payment, Total-Tec 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 (but in any event no greater than the maximum amount permitted by law). A fee will also be charged to activate a suspended account. No suspension or termination of the Services or of this Agreement shall relieve End User from paying any amounts due hereunder.

7.4 CREDIT TERMS. All Services provided to End User shall at all times be subject to credit approval or review by Total-Tec. End User will provide such credit information or assurance as is requested by Total-Tec at any time. Total-Tec, in its sole discretion and judgment, may discontinue credit at any time without notice or require a deposit.

7.5 BILLING DISPUTES. End User must dispute any charges for the Services in writing within thirty (30) days of the date of

the charge by Total-Tec or End User waives any objection and further recourse. Written statements disputing charges must be sent to Total-Tec at the notices address provided below.

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

7.7 REGULATORY RECOVERY FEE. A regulatory recovery fee will be charged monthly to offset costs incurred by Total-Tec in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses. This fee is not a tax or charge required or assessed by any government. The regulatory recovery fee will apply to every Number and Ported Number (as defined in Section 9), including toll free and virtual numbers.

8. TOLL CHARGES. Each call that uses the Services that originates or terminates in the Public Switched Telephone Network ("PSTN"), including other VoIP networks, is subject to the applicable toll charges that are associated with the Services, which will be reflected on invoices and End User must pay. Calls to a telephone phone number outside the United States and Canada will be charged at the current rates made available as part of the Documentation. 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. When End User dials an international PSTN phone number, charges may apply regardless of whether the party on the other line answers the call. Calls made by an End User to an international mobile, rather than landline, or premium rate telephone number, may result in higher toll charges. Charges to End User for inbound toll free numbers are subject to the geographic restrictions and location of the person calling into the toll free number.

9. TELEPHONE NUMBER. Any telephone number provided by Total-Tec ("Number") to End User shall be leased and not sold. End User will not use the Number with any other device other than the CPE without the express written permission of Total-Tec. Except with regard to telephone numbers which had been assigned to End User by another service provider and then ported to Total-Tec ("Ported Numbers"), Total-Tec reserves the right to change, cancel or move Numbers in its reasonable discretion. Upon termination of the Services under Section 4 and at End User's request, Total-Tec will employ commercially reasonable efforts to assist End User to port out the Numbers and the Ported Numbers and Total-Tec may charge a port out fee of \$5.00 per Number or Ported Number. End User acknowledges that the porting of all Numbers and Ported Numbers is dependent upon the cooperation of third parties not under the control of Total-Tec.

10. LOST, STOLEN, ALTERED OR BROKEN CPE. End User shall not modify the CPE physically or change any configuration parameters in any way without the express written permission of Total-Tec. End User is responsible for all lost, stolen or broken CPE and may be required to purchase a replacement to continue service. End User owns CPE and is solely responsible for maintaining CPE.

11. CUSTOMER PREMISE EQUIPMENT. To provide the Services, Total-Tec may provide CPE to End User. All CPE shipments are F.O.B. shipping point. Total-Tec's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to End User upon delivery to carrier. End User will receive the full manufacturer's warranty that is provided to Total-Tec, the term of which begins on the date of purchase of CPE. End User shall be required to obtain authorization from Total-Tec to return any CPE. Total-Tec will provide replacement CPE if the CPE is defective and still under warranty coverage. Lost, stolen or modified CPE shall be solely the responsibility of End User. CPE returned by End User that is not covered under warranty may be refused by Total-Tec, and End User will be responsible to pay return shipping charges. Total-Tec may refuse to provide Services to any party that has purchased refurbished CPE from a third party.

12. RETURNS AND ADJUSTMENTS. All CPE returns must be in original packaging or equivalent. End User shall be responsible for all costs related to shipping to Total-Tec any CPE that is being returned. Any CPE returned to Total-Tec without prior authorization for its return or proper packaging may be refused. In order to obtain an appropriate refund, upon cancellation End User must immediately obtain a return authorization from Total-Tec, return to Total-Tec any CPE 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 Total-Tec an amount equal to the fair retail price of the CPE minus any payments End User had previously paid specifically for such CPE.

13. ELECTRONIC RECORDING. End User acknowledges and understands that there are federal and state statutes governing the electronic recording of telephone conversations and that Total-Tec will not be liable for any illegal use of the service. End User is responsible to determine if the electronic recordings are legal under applicable federal and state laws. When using electronic recording features, End User agrees to use a call recording notice, although such use does not relieve End User from the obligation to comply with applicable laws. Total-Tec 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 End User, whether legal or illegal, and End User will indemnify and hold Total-Tec harmless for any claims, damages, fines, or penalties arising out of End User's failure to adhere to applicable electronic recording laws. End User agrees that Total-Tec may, at its sole discretion, record any call between Total-Tec and End User for Total-Tec quality control purposes.

14. FRAUDULENT CALLS. End User shall indemnify and hold Total-Tec harmless from any and all costs, expenses, damages, claims or actions arising from fraudulent calls of any nature. End User shall not be excused from paying Total-Tec for Services provided to End User or any portion thereof on the basis that fraudulent calls comprised a portion of the Services provided to End User. In the event that Total-Tec discovers fraudulent calls being made (or reasonably believes fraudulent calls are being made), nothing contained herein shall prohibit Total-Tec from taking immediate action (without notice to End User) that is reasonably necessary to prevent such fraudulent calling activity from occurring, including without limitation, denying Services to particular phone numbers or terminating Services to or from specific locations. Provided, however, nothing contained herein will impose any obligation on Total-Tec to take any action with respect to fraudulent calls.

15. PACKETSMART. End User may deploy the PacketSmart hardware as detailed in Exhibit A to this Agreement.

16. INTELLECTUAL PROPERTY RIGHTS. End User hereby acknowledges and agrees that Total-Tec and its licensors retain all intellectual property rights in or related to the Total-Tec Business Services, including, without limitation, all improvements thereto. End User has no right or license in such intellectual property other than as expressly stated herein.

17. BREACH. In the event of End User's breach of the terms of the Agreement, including without limitation, failure to pay any sum due hereunder, End User shall reimburse Total-Tec for all attorney, court, collection and other costs incurred by Total-Tec in the enforcement of Total-Tec's rights hereunder and Total-Tec may keep any deposits or other payments made by End User.

18. INDEMNIFICATION. End User shall be solely responsible for, and shall indemnify and hold Total-Tec free and harmless from any and all claims, suits, losses, expenses, liabilities and damages (including attorney's fees) arising out of the alleged acts or omissions of End User, its resellers, employees, servants, agents or any of them, including without limitation claims or damages arising out of any claims, warranties or representations which differ from the warranty and Services Documentation provided by Total-Tec.

19. REIMBURSEMENT IN CONNECTION WITH BREACH. In the event of End User's breach of the Agreement, including without limitation, failure to pay any sum due hereunder, End User shall reimburse Total-Tec for all attorneys' fees and court, collection and other costs incurred by Total-Tec in the enforcement of Total-Tec's rights hereunder and Total-Tec may keep any deposits or other payments made by End User.

20. DISCLAIMER OF CONSEQUENTIAL DAMAGES. In no event shall Total-Tec 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, revenue, or profits, or arising out of or in connection with the use or inability to use Services or CPE provided hereunder whether due to breach of contract, breach or warranty, the negligence of Total-Tec or its vendors or otherwise.

21. WARRANTY AND LIMITATIONS. Other than as expressly set forth in this Agreement, Total-Tec makes no warranties, express or implied, including, but not limited to, any implied warranties of merchantability, non-infringement, or fitness for a particular purpose.

22. LIMITATIONS.

22.1 AVAILABILITY. End User 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.

22.2 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER

FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOST OR DAMAGED DATA, LOSS OF USE OF THE TOTAL-TEC BUSINESS SERVICE OR CPE, LOSS OF PRIVACY, DOWNTIME OR COSTS OF SUBSTITUTE SERVICE) ARISING FROM TOTAL-TEC'S GRANT OR END USER'S USE OF THE TOTAL-TEC BUSINESS SERVICE, TOTAL-TEC SUPPORT SERVICES, OR CPE. IN ADDITION TO AND NOT IN LIMITATION OF THE FOREGOING, END USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ORACLE TO THE EXTENT ANY ORACLE COMPONENT IS EMBEDDED IN THE TOTAL-TEC BUSINESS SERVICE SHALL HAVE NO LIABILITY TO END USER FOR (A) ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL, OR (B) ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE, ARISING FROM THE USE OF THE BROADCLOUD SERVICE OR ANY COMPONENT THEREOF.

22.3 LIMITATION OF DAMAGES. IN NO EVENT SHALL TOTAL-TEC'S LIABILITY UNDER THIS AGREEMENT ARISING FROM THE PROVISION OF THE TOTAL-TEC BUSINESS SERVICES, CPE, OR THEIR USE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT THAT END USER PAID TO TOTAL-TEC UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF SUCH CLAIM.

23. COMPLIANCE. End User will obey all applicable laws and regulations when using the Total-Tec Business Services and CPE, End User agrees and will comply with the obligations set forth in the Documentation, including but not limited to the acceptable use policy ("AUP"), emergency calling services policy, and the privacy policy. End User agrees to comply with U. S. export laws concerning the transmission of technical data and other regulated materials via the Services. End User agrees to comply with applicable local, state and federal regulations governing the locality in which the CPE and Services are used.

24. PHONE NUMBERS AND WEB PORTAL DISCONTINUANCE. Upon expiration, cancellation or termination of the Services, End User shall relinquish and discontinue use of any phone numbers, voice mail access numbers and/or web portals assigned to End User by Total-Tec or its vendors. End User's phone numbers can be ported to another service provider as long as End User's account is current and in good standing.

25. SURVIVAL. The provisions of section 5, 7-9, 14, 16, 18, 22, and 28 shall survive any termination of the Agreement.

26. NOTICES. Total-Tec communicates with End Users primarily via email. Notices to End User shall be sent to the email address specified by End User at the time of registration for the Services or as subsequently specified by End User ("Email Address"). End User is responsible for notifying Total-Tec of any Email Address changes. End User agrees that sending a message to the Email Address is the agreed upon means of providing notification. End User may also send all notices under this agreement to Total-Tec via email at: For Services and billing related inquiries: orders@total-tec.com
All other notices under this agreement: legal@total-tec.com

27. FORCE MAJEURE. Total-Tec shall not be liable for any delay in performance directly or indirectly caused by, or resulting from acts of God, fire, flood, accident, riot, war, terrorism, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of Total-Tec as may occur in spite of Total-Tec's best efforts.

28. GOVERNING LAW. The Agreement and the relationship between End User and Total-Tec shall be governed by the laws of the State of Maryland without regard to its conflict of law provisions. End User and Total-Tec agree to submit to the personal and exclusive jurisdiction of the courts within the state of Texas, to the extent possible in Harris County, and waive any objection as to venue or inconvenient forum.

29. ENTIRE AGREEMENT. The terms and conditions of this Agreement, along with the rates constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services. This Agreement shall be binding upon the heirs, successors, and assigns of Total-Tec and End User.

End User License Agreement

To order Total-Tec Services on behalf of the Customer identified below, you must click "I agree" below which confirms:

- I have read and agree to these Terms of Service.
- I am authorized to act for and hereby place this order for Customer.

Full Legal Name of Customer: _____

Name: _____
Typed name of duly authorized official

Title: _____

Date: _____

ADDENDUM A

PacketSmart

The terms and conditions set forth in this Addendum shall only apply to any PacketSmart Hardware and Services ordered by End User and shall not apply to any Services provided under the Agreement.

1. Definitions.

- (a) Capitalized terms used, but not otherwise defined in this Addendum shall have the meanings assigned thereto in the Agreement.
- (b) "Access Protocols" has the meaning assigned thereto in Section 3(b).
- (d) "Access Term" has the meaning assigned thereto in Section 6.
- (d) "Assessment Services" shall mean those PacketSmart Services where the service package options are VoIPPro, PacketPro and VideoPro, as more particularly described in Exhibit A hereto.
- (e) "Assessment Services Initial Access Term" has the meaning assigned thereto in Section 6.
- (f) "Authorized Systems" shall mean computer systems, storage devices and networks owned, operated or under the supervision and control of End User for which licenses for the Licensed Software have been purchased under this Addendum.
- (g) "Hosted Services" shall mean the provision of access to the Licensed Software as contemplated by this Addendum during the Access Term (as defined below) for which fees have been paid.
- (h) "Initial Access Term" shall mean any of Assessment Services Initial Access Term, Monitoring Services Initial Access Term or the VoIPCare Initial Access Term, as applicable.
- (i) "Internal Users" shall mean (i) any individual employee of End User and (ii) any agent or contractor of End User accessing or using the Licensed Software solely on behalf of, and for the benefit of, End User in the operation of End User's business, provided that such agent or contractor has entered into a binding contractual agreement with End User, which agreement is no less protective of Total-Tec and its proprietary rights than the terms of this Addendum.
- (j) "End User Data" has the meaning assigned thereto in Section 3(d).
- (k) "End User Site(s)" means the location(s) where End User deploys the PacketSmart Hardware or Appliance(s).
- (l) "Monitoring Services" shall mean those PacketSmart Services where the service package options are VoIPCare, VoIPCare+ and OnDemand features, as more particularly described in Exhibit A hereto.
- (m) "Monitoring Services Initial Access Term" has the meaning assigned thereto in Section 6.
- (n) "Necessary Third Party Products" shall mean third party applications licensed to Total-Tec for use in connection with hosting the PacketSmart Services for End User.
- (o) "PacketSmart Appliance" shall mean the PI-100 and PI-1000 appliances.
- (p) "PacketSmart Hardware" shall mean the hardware provided by Total-Tec for use with the PacketSmart Services.
- (q) "PacketSmart Hardware and Services" means the PacketSmart Hardware and PacketSmart Services collectively.

- (r) "PacketSmart Services" or "Licensed Software" shall mean Total-Tec's proprietary assessment and monitoring services licensed to End User pursuant to this Addendum, which includes the Assessment Services and Monitoring Services.
- (s) "Warranty Exclusions" has the meaning assigned thereto in Section 11.
- (t) "Warranty Period" has the meaning assigned thereto in Section 11.
- (u) "VoIPCare Initial Access Term" has the meaning assigned thereto in Section 6.

2. License and Usage of Software.

(a) Non-Exclusive License to Licensed Software. Subject to the terms and conditions of this Addendum, Total-Tec hereby grants to End User a non-exclusive, non-transferable, non-sublicenseable right and license during the License Term (a) to install and operate the Licensed Software at the End User Site(s) on Authorized Systems solely in accordance with applicable, standard Documentation provided by Total-Tec; (b) to permit Internal Users to access the Licensed Software solely for End User's internal business purposes; and (c) to make a reasonable number of copies of the Licensed Software solely in connection with the exercise of the foregoing rights and for non-productive, archival purposes.

(b) Necessary Third Party Products License. The Parties acknowledge and agree that the use of the Licensed Software requires certain Necessary Third Party Products and that this Addendum does not provide a license to any Necessary Third Party Products. The Parties further acknowledge that without these Necessary Third Party Products, the Licensed Software will not operate.

3. Hosted Services.

(a) Access to the Licensed Software. Subject to the terms and conditions of this Addendum, including the payment of the applicable fees, during the Access Term, Total-Tec shall provide End User with access to the Licensed Software, solely for use by Internal Users, and solely for End User's internal business purposes.

(b) Responsibility for Hosting of Service. As between the Parties, Total-Tec will bear responsibility, at its own expense, for hosting and operation of hardware and software necessary to provide access to the Licensed Software through the use of the Access Protocols; provided that End User will be responsible for procuring and/or operating computer systems, software and telecommunications services meeting such minimum technical requirements as Total-Tec may specify, as necessary for End User to obtain access to the Licensed Software as hosted by Total-Tec.

(c) Data Retention. End User acknowledges and understands that use of the Hosted Services will permit or require End User to provide certain of End User's data to Total-Tec for purposes of processing or storage using the features and functions of the Hosted Services ("End User Data"). During the term of this Addendum, Total-Tec will make such End User Data available to End User through online access to the Licensed Software. All such End User Data shall be considered proprietary to End User, and Total-Tec will not use such End User Data except as necessary to perform under this Addendum. End User acknowledges and agrees that, except as otherwise agreed between the Parties in an exhibit to this Addendum or in a separate written agreement, Total-Tec will have no obligation to archive or back-up End User Data, nor will Total-Tec have any liability for any loss or corruption of End User Data, nor will Total-Tec have any obligation under this Addendum to retain any End User Data after the expiration or termination of the Access Term.

(d) Prohibited Uses. End User will not use the Licensed Software for any purposes beyond the scope of the licenses granted in this Addendum. Without limiting the generality of the foregoing, End User will not (i) authorize or permit use of the Licensed Software by persons other than Internal Users; (ii) market or distribute access to the Licensed Software; (iii) assign, sublicense, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, End User's rights under the access rights granted in Sections 3(a) and 3(b); (iv) use the Licensed Software in any time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party; (v) modify or create any derivative works of the Licensed Software (or any component thereof) or documentation, except with the prior written consent of Total-Tec; (vi) combine or integrate the Licensed Software with hardware, software or technology not provided to End User by Total-Tec hereunder; or (vii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Licensed

Software is compiled or interpreted, and End User hereby acknowledges that nothing in this Addendum shall be construed to grant End User any right to obtain or use such source code.

(e) Compliance with Laws. End User shall undertake all measures necessary to ensure that its use of the Licensed Software and the documentation complies in all respects with all applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities having jurisdiction over the Parties, including, without limitation, by means of obtaining any permits, licenses and/or approvals required with respect to export regulations promulgated by the Bureau of Export Administration or any other agency or department of the federal government of the United States of America. End User acknowledges that Total-Tec makes no representation or warranty that the component of the Hosted Services, including, without limitation, the Licensed Software, may be exported without appropriate licenses or permits under applicable law, or that any such license or permit has been, will be or can be obtained.

(f) Professional Services; Training and Support. End User may request that Total-Tec provide certain professional services related to End User's use of the Hosted Services, including, by way of example, training of End User personnel regarding use of the Hosted Services. However, unless otherwise agreed between the Parties in a separate written agreement, Total-Tec shall have no obligation to provide or perform and such services for or on behalf of End User.

4. Limited Appliance Warranty. With respect to the PacketSmart Appliance purchased by End User, Total-Tec warrants that the PacketSmart Appliance will substantially conform in all material respects to the applicable specifications for one (1) year from the date of shipment, and during any extended warranty period, if any, purchased by End User at the time such PacketSmart Appliance is ordered (collectively, the "Warranty Period"). Total-Tec's entire liability and End User's sole and exclusive remedy for any breach of this limited warranty will be, after End User follows the Return Merchandise Authorization (RMA) Policy and Procedure set forth at Total-Tec's website, www.Total-Tec.com, at Total-Tec's option:

- (a) to use reasonable efforts to remedy any reproducible PacketSmart Appliance defect covered by this limited warranty within a reasonable period of time;
- (b) to replace the defective PacketSmart Appliance with a functionally equivalent PacketSmart (repair parts and the PacketSmart Appliance may be either reconditioned or new, but, if reconditioned, will be of the same quality as new parts); or
- (c) if Total-Tec determines that it is unable to repair or replace such PacketSmart Appliance, Total-Tec will issue a credit to End User for the amount actually paid by End User for the applicable defective PacketSmart Appliance. All replaced parts become the property of Total-Tec. Total-Tec may, at its sole option, refuse to accept a defective PacketSmart Appliance that (i) is subject to the warranty exclusions set forth below in Section 12 ("Warranty Exclusions"); or (ii) cannot be demonstrated to be defective by Total-Tec, or where End User is unable to provide adequate information describing how the PacketSmart Appliance failed and in such case, such PacketSmart Appliance will, at End User's option and expense, either be (A) returned to End User in the state received, or (B) repaired and returned to End User. Any repaired or replaced PacketSmart Appliance will be warranted for the remainder of the Warranty Period. For a PacketSmart Appliance that fails to conform after the Warranty Period has expired, End User may return such PacketSmart Appliance to Total-Tec for repair or replacement at Total-Tec's then-current prices and terms, after following the RMA Policy and Procedure.

5. PacketSmart Appliance Warranty Scope and Exclusions.

(a) The PacketSmart Appliance warranty set forth above in Section 4 will not apply to (i) any PacketSmart Appliance that (A) has been modified or altered by any party other than Total-Tec; (B) has been subject to accident, misuse, abnormal wear and tear, neglect, or mistreatment; (C) was damaged during installation; (D) was damaged in connection with any equipment or software with which the PacketSmart Appliance is used; (E) was damaged by liquids; (F) was damaged due to the PacketSmart Appliance's interface or power connectors; (G) is determined to be stolen; or (ii) any software included in any such PacketSmart Appliance not supplied by Total-Tec for use with such PacketSmart Appliance. The warranty applies only to PacketSmart Appliances that can be identified by the Total-Tec trademark, trade name, serial number or logo affixed to them. Total-Tec does not warrant any PacketSmart Appliance that is not manufactured by or for Total-Tec. The PacketSmart Appliance covered by this warranty is not a consumer product and is intended for personal, family or household purposes.

(b) The PacketSmart Appliance warranty set forth in Section 5 above is for the sole and exclusive benefit of End User, and does not extend to any third parties, including without limitation any end users. The foregoing warranty is solely and

exclusively for the PacketSmart Appliance, and does not apply to any other goods or services of Total-Tec, End User or of third parties, and does not apply to the combination of the PacketSmart Appliance with any other goods or services other than the PacketSmart Services, or for any misuse or abuse of the PacketSmart Appliance, or the use of the PacketSmart Appliance in any manner inconsistent with any documentation provided by Total-Tec. End User will not extend on Total-Tec's behalf any warranty from Total-Tec, nor will End User direct or instruct any third party, including without limitation end users, to contact Total-Tec directly or indirectly with respect to warranty claims. In the event that any such third party contacts Total-Tec directly with respect to warranty claims, Total-Tec will direct such third party to contact End User directly.

6. Audit Rights. End User hereby grants Total-Tec the right to periodically audit and review End User's use of the PacketSmart Services, via remote connection or on-site inspection, to ensure compliance with the terms and conditions set forth in this Addendum. End User shall at all times cooperate in good faith with such reviews and shall promptly remedy any acts of non-compliance.