SORENSON COMMUNICATIONS, INC.

END USER LICENSE AGREEMENT

TERMS, CONDITIONS & ACCEPTABLE USE POLICIES

BY USING SORENSON'S VIDEO RELAY SERVICE OR BY USING THE HARDWARE OR SOFTWARE (AS DEFINED BELOW), YOU AGREE TO THE TERMS, CONDITIONS, AND ACCEPTABLE USE POLICIES SET FORTH HEREIN. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, YOU MUST IMMEDIATELY RETURN THE HARDWARE, UNINSTALL THE SOFTWARE, AND/OR CEASE USING SORENSON VIDEO RELAY SERVICE. THIS AGREEMENT PROVIDES THAT DISPUTES ARE TO BE RESOLVED THROUGH BINDING ARBITRATION AND REPLACES YOUR RIGHT TO GO TO COURT. IT ALSO LIMITS YOUR ABILITY TO HAVE YOUR CASE HEARD AS A CLASS ACTION.

1. INTRODUCTION

Thank you for choosing Sorenson Video Relay Service (VRS). Sorenson VRS is a form of Telecommunications Relay Service that enables people with hearing disabilities who use American Sign Language (ASL) to communicate with voice-telephone users through video equipment, rather than through typed text. In order to use our Hardware and/or download our Software for use with Sorenson's VRS you must certify that you have a hearing or speech disability AND that you need VRS to be able to communicate with other people who use a voice telephone. You must also certify that you understand that the cost of VRS calls is paid for by contributions from other telecommunications users to the interstate Telecommunications Relay Service Fund. Sorenson will make Hardware and Software available to you at no cost, although we will continue to own the Hardware and Software. You will be able to use the Hardware and Software, free of charge, to place deaf-to-hearing VRS calls, to receive hearing-to-deaf VRS calls, and to make and receive non-VRS point-to-point calls. Sorenson will receive compensation (from the interstate Telecommunications Relay Service fund, not from you) only when you use one of our video interpreters to facilitate a VRS call.

2. Certifications

YOU CERTIFY THAT YOU HAVE A HEARING OR SPEECH DISABILITY AND THAT YOU NEED VRS TO BE ABLE TO COMMUNICATE WITH OTHER PEOPLE.

YOU FURTHER CERTIFY THAT YOU UNDERSTAND THAT THE COST OF VRS CALLS IS PAID FOR BY CONTRIBUTIONS FROM OTHER TELECOMMUNICATIONS USERS TO THE INTERSTATE TELECOMMUNICATIONS RELAY SERVICE FUND.

IF YOU ARE A PARENT, GUARDIAN, OR LEGAL REPRESENTATIVE OBTAINING SORENSON HARDWARE OR SOFTWARE ON BEHALF OF AND FOR USE BY A MINOR

CHILD OR OTHER PERSON, YOU CERTIFY THAT THE CHILD OR OTHER PERSON HAS A HEARING OR SPEECH DISABILITY AND NEEDS VRS TO BE ABLE TO COMMUNICATE WITH OTHER PEOPLE. YOU FURTHER CERTIFY THAT THE CHILD OR OTHER PERSON UNDERSTANDS THAT THE COST OF VRS CALLS IS PAID FOR BY CONTRIBUTIONS FROM OTHER TELECOMMUNICATIONS USERS TO THE INTERSTATE TELECOMMUNICATIONS RELAY SERVICE FUND.

YOU ALSO CERTIFY THAT YOU ARE NOT OBTAINING AND WILL NOT USE THE HARDWARE OR SOFTWARE ON BEHALF OF ANOTHER VRS OR VRI PROVIDER, AND THAT YOU ARE NOT AN EMPLOYEE, AFFILIATE, OR AGENT OF ANOTHER VRS OR VRI PROVIDER.

3. Definitions

In this Agreement, the following words shall have the following meanings:

A. *"**Agreement**"* means this End User License Agreement.

B. *"**ASL**"* means American Sign Language.

C. "**Dispute"** includes but is not limited to any dispute between the Parties. It includes but is not limited to (1) any and all claims or controversies arising out of this agreement or in any way related to the relationship between you and Sorenson; (2) any and all claims, suits, or controversies that you bring against us (including our employees, officers, agents, affiliates, or other representatives) or that we bring against you; (3) claims that arise in contract, tort, statute, fraud, or misrepresentation, advertising claims, and claims involving any other legal theory; (4) claims that arose before this Agreement or out of a prior version of this Agreement; and (5) claims that arose after this Agreement is terminated.

D. "***FCC***" means the United States Federal Communications Commission.

E. "***Hardware***" means the Sorenson ntouch® VP, Sorenson VP-100® or Sorenson VP-200® videophone and related services provided to you by Sorenson, including all its software, features, and functions, as well as any other Sorenson-installed device, such as a router, that connects to the Hardware within your premises.

F. "***ISP***" or "***Internet Service Provider***" means an entity that you select and pay to provide you with Internet service.

G. *"**iTRS Fund**"* means the interstate Telecommunications Relay Service Fund.

H. "***Operating Device***" means an electronic device, including but not limited to a computer, electronic tablet (e.g., iPad or similar device), mobile phone, or any other similar electronic device owned by you, or which you are authorized to use on an ongoing basis, and on which the Software (i.e., Sorenson's Software) is installed and used.

I. "***Party***" or "***Parties***" means you and Sorenson.

J. "***Personally Identifiable Information***" means any information that can be used to identify or contact you.

K. A "***point-to-point call***" means a non-VRS call in which the Hardware or Software connects to another video end-point to allow users to communicate directly without the assistance of an interpreter.

L. "***Registered Location***" means the most recent address that you have provided to Sorenson using the methods identified in this Agreement to identify the physical location where you use the Hardware or Software. If you provide updated physical location information to Sorenson, the new information does not become your Registered Location until Sorenson processes the update and notifies you that your Registered Location has been changed.

M. "***Software***" means the ntouch® Software and all explanatory documentation, source code, object code, interfaces, content, fonts, upgrades, modifications, Software Updates, additions, and any data that came with the Software, is provided in association with the Software, or is later released as part of a Software Update.

N. "***Sorenson****,"* "***we***," "***our***," and "***us***" means Sorenson Communications, Inc., and its employees, agents, independent contractors, and affiliated entities authorized to provide the Hardware or license the Software to you under this Agreement.

O. "***State***" means the fifty (50) states of the United States, the District of Columbia, and all U.S. territories and possessions.

P. *"**TTY**"* means traditional text telephone.

Q. "***Update***" means an update to the Hardware or Software, such as programming repairs, patches, enhanced functions, new or modified plug-ins, and new versions.

R. "***VCO***" means "voice carryover" calls in which the person who has a hearing or speech disability speaks directly to other end users, and a Video Interpreter relays the hearing user's response in sign language.

S. *"**Video Interpreter**"* or *"**VI**"* means a person who transliterates or interprets conversation between two or more users of VRS.

T. "***Video Relay Service***" or "***VRS***" means a telecommunications relay service that allows people with hearing or speech disabilities who use sign language to communicate with voice telephone users through video equipment using a Video Interpreter. The video link allows the VI to view and interpret the person's signed conversation and relay the conversation back and forth with a voice caller.

U. "***VRI***" means a video remote interpreting service provided by Sorenson or another provider via a video connection, in which an interpreter functions as a replacement for an on-site interpreter and who is not physically present to interpret for two persons who are together at the same location.

V. "***Web Page***" means the portion of Sorenson's website where updates to this End User License Agreement can be found, located at http://www.sorensonvrs.com/license.

W. "***You***" and "***your***" means any person to whom the Hardware or Software has been licensed or who uses Sorenson's Video Relay Service and, as applicable when a parent, guardian, or legal representative obtains Sorenson Hardware or Software on behalf of and for use by a minor child or other person, such minor child or other person.

4. <u>User's Obligations</u>

No Unlawful or Wrongful Use. You agree:

(a) to comply with all applicable laws with respect to the Hardware and Software and your use of the Hardware and Software or Sorenson's VRS;

(b) not to engage or participate in communications or conduct of an abusive, pornographic, lewd, obscene, harassing, fraudulent, or unlawful nature while using the Hardware or Software or Sorenson's VRS;

(c) not to record, forward, post on the Internet, or transmit the voice, image, and/or likeness of any Sorenson employee in any way for any purpose, or to store, retrieve, use, or facilitate the use of, the voice, image, and/or likeness of the Sorenson employee in any way other than as necessary to permit the provision of VRS, including SignMail® service;

(d) not to use the Hardware or Software in a way that interferes with our ability to provide VRS or point-to-point communications capability to you or other users and not to use the Hardware or Software in a way that impinges on any other user or his or her enjoyment or use of the Hardware or Software or any of Sorenson's services;

(e) not to use Sorenson's VRS for any purpose that would result in false claims for iTRS Fund compensation;

(f) not to use Sorenson's VRS for any purpose that would result in use of VRS by persons who do not need the service in order to communicate in a functionally equivalent manner to a hearing person using a voice telephone;

(g) not to use the Hardware or Software for a VCO VRS call in which you are not actively participating in the call;

(h) not to use the Hardware, Software, Sorenson's VRS, or any of Sorenson's systems or servers to infringe on any intellectual property rights, or other proprietary rights, including, but not limited to, trademark, copyright, patent, and trade-secret rights; and

(i) not to violate or breach in any way the security of Sorenson's website, Sorenson's networks, or any computer or device owned by Sorenson. Without limiting the foregoing, the following types of computer intrusions are prohibited: disseminating or planting viruses; causing a denial of service attack which interferes with access by authorized users; retrieving personal or proprietary information without authorization;

or causing the transmission of any other program, information, code, or command that may damage the integrity or availability of data, a program, a system, or information. Any such intrusions may result in criminal or civil liability.

Sorenson has the right to (1) discontinue or suspend, without advance notice, your use of the Hardware or Software or VRS for any reason or no reason, including if it becomes aware that you have breached the Agreement; (2) investigate a potential violation of any provision of the Agreement; (3) disclose to the full extent permitted by law any suspected use of the Hardware or Software or VRS that Sorenson believes is unlawful or injurious to the rights, property, or safety of Sorenson, its employees, users, and/or members of the public; and (4) seek reimbursement and damages in the event of a violation of this Agreement.

Privacy Matters. You understand and hereby acknowledge that your use of the Hardware, Software, or Sorenson's VRS, including to place or receive a call or to leave a SignMail® (video mail) message, may require your image and/or voice to be transmitted over the Internet. You further understand that due to the nature of the Internet and/or wireless communications, any privacy right, copyright, or other right or interest in your voice, image, or likeness may be lost with respect to any specific transmission as a result of such transmission. You authorize and specifically grant permission to Sorenson and any applicable third-party service providers to transmit your voice, likeness, and/or image over the Internet solely for the purpose of providing VRS and point-to-point calls as needed, and you further release and agree to hold Sorenson harmless from any and all responsibility for any such loss of rights and/or interests resulting from transmission of your voice, likeness, and/or image over the Internet. The foregoing shall not be construed as consent to the use of your voice, likeness, or image for purposes other than VRS and point-to-point calls.

Service, Repair and Updates. You agree that only Sorenson may service or repair the Hardware or Software, and that you will not allow anyone other than Sorenson, including but not limited to other VRS providers, to attempt to service or repair the Hardware or Software. You may allow a third party to service or repair an Operating Device on which the Software is installed, as long as such third party is not a provider of VRS or otherwise a Sorenson competitor and as long as that third party agrees not to attempt to copy, decompile, modify, extract, disassemble, take apart, or otherwise reverse-engineer or tamper with the Hardware of Software.

If you have selected Sorenson as your default provider, the Hardware or Software periodically may communicate with Sorenson's servers to check for available Updates to the Hardware or Software. If an Update is available, it will be automatically downloaded and installed to the Hardware or Operating Device without notice. You agree not to interfere with the Hardware or Software's ability to automatically request and receive Updates from Sorenson's servers.

Porting. Under the FCC rules you will be able to transfer (or "port") the Sorenson 10-digit number assigned to you to a default provider of VRS other than Sorenson.

If you already have a local 10-digit telephone number from a provider other than Sorenson, but would like to select Sorenson as your default provider, you may port your telephone number to Sorenson. To do so, please contact Sorenson by calling 801-386-8500 or by sending an email to porting@sorenson.com.

When you port your number from another provider, you may continue using the same phone number assigned to you by your prior provider. Alternatively, you may ask us to assign you a new number and "redirect" your ported number so that callers hear a message that the ported number has been changed. If we agree to do so, we do so solely as a courtesy and have no obligation to ensure that the redirect works correctly. Moreover, if you ask us to redirect a number, we will do so for a maximum of 90 days, after which we will return the ported number to our numbering provider, and it will be assigned to another person. Once we have returned the number to our numbering provider, it will no longer be assigned to you, and you will no longer be able to port it to another provider. Therefore, if you wish to keep a number, you should not ask us to put it in redirect mode.

Many of the features and functions of the Hardware or Software are made possible because the Hardware or Software transmits information to, and receives information from, a remote Sorenson server. The FCC's rules prohibit this kind of information transfer if Sorenson is not the default provider of VRS for the telephone number(s) assigned to the Hardware or Software. As a result, some of the Hardware or Software's features and functions will not be operational if Sorenson is not the default provider for the number(s) assigned to it.

Returning the Hardware. To initiate a return of the Hardware, you may email vrssales@sorenson.com or place a point-to-point call to 801-386-8500. YOU ARE NOT AUTHORIZED TO AND MAY NOT GIVE ANY OTHER PROVIDER OF VRS, OR ANY COMMERCIAL ENTITY WORKING WITH OR FOR ANY OTHER PROVIDER OF VRS, AUTHORITY TO RETURN THE HARDWARE FOR YOU. This paragraph of the Agreement shall continue to apply after the Agreement expires.

License and Limitations. By checking the acceptance box on the Hardware interface or on the Operating Device on which the Software is installed, by using Sorenson VRS Service and the Hardware, or by using or downloading the Software, you are granted a right and license to use Sorenson Hardware and Software subject to the terms and conditions contained in this Agreement. However, your right to use Sorenson Hardware and Software is limited by the rights and interests retained by Sorenson and its licensors with respect to the proprietary intellectual property embedded in the Hardware and Software, such as the proprietary software and firmware, and copyrighted materials, the proprietary nature of which are protected by copyright, trademark, trade secret, and other intellectual property law. Your right to use Sorenson Hardware and Software is strictly subject to your compliance with this Agreement.

No Sublicenses. You agree that the right and license to the Sorenson Hardware and Software are granted to you only for your own personal or business use (and that of the members of your household, visitors, and guests who must be registered and verified VRS users who have submitted a certification indicating that they have a medically recognized hearing or speech disability necessitating the use of VRS service in order to communicate with others ("Other Eligible Users"), and you agree not to rent, resell, sublicense, distribute, share, or assign any right to the Hardware and Software without the prior approval of Sorenson. If you allow use and access to your Other Eligible Users, including family members, you agree not to charge a fee for such use and you agree that all use by any such person shall be subject to this Agreement, and that you are responsible for such use as if you had used the service yourself. You also agree that you shall be responsible for their knowledge of and compliance with this Agreement, and that you may be held liable for any violations thereof by family members or others.

NO DE-COMPILATION OR REVERSE ENGINEERING OR COPYING OF HARDWARE/SOFTWARE. You agree not to attempt to copy, decompile, modify, extract, disassemble, take apart, or otherwise reverse-engineer or tamper with the Hardware or Software. Nothing in this Agreement and/or your use of the Hardware, Software, or VRS gives you any right, title, or interest to the Hardware or Software, including intellectual property rights, trademarks, copyrights, or patents. You are expressly prohibited from asserting or filing registrations and/or applications for ownership of intellectual property rights in the Hardware or Software in any jurisdiction throughout the world.

SAFETY AND SECURITY OF EQUIPMENT. You agree to use reasonable efforts to keep the Hardware and Software safe and secure from thieves or vandals, unsupervised users, and any other conditions that would likely damage the Hardware or Software or impair its functions. If the Hardware or Software has been stolen or appears to have been damaged, tampered with, or not to be functioning properly, you agree promptly to email us at vrssupport@sorenson.com, or, if possible, to contact our service staff through the Hardware or Software.

5. <u>911 Emergency Calls</u>

Registered Location. If you need to place an emergency call, you can dial the emergency 911 number through Sorenson's VRS. To ensure your 911 call is routed to the proper emergency response center and to ensure that the emergency response personnel can send help to your physical location, Sorenson (as your default provider) needs to obtain the address from which you are placing the emergency call. You are responsible for providing Sorenson, as your default provider, or other VRS provider if you use their Video Relay Services to place a 911 call, an up-to-date Registered Location. If you fail to do so, the provider may not be able to obtain your location information and route your call to the appropriate emergency center or provide your physical location. If you change your Registered Location (e.g., move your residence or take your VRS calling device to another location) you must update your default provider with your new location information. After you update your VRS provider with your Registered Location, it

will take some time (hours or more if there are issues reading or entering the address information provided) to activate 911 service at the provided address and, if a 911 emergency call is made prior to activation, then your call and the Registered Location information may not be automatically routed to the appropriate emergency personnel. If Sorenson is your default provider, you can inform Sorenson of your initial or new Registered Location by visiting www.sorensonvrs.com/moving, or calling 800-659-4810 from the Hardware or from the Operating Device with the Software.

Some versions of the Software include an optional functionality called "Share Location." If you elect to turn on the "Share Location" feature during a call, the Software will attempt to retrieve your current location via GPS (if you are using a GPS-enabled Operating Device) and you may elect to display your current address to you, the Sorenson interpreter, and/or to the person to whom you have placed the call. "Share Location" is an entirely optional feature, and it will not identify or otherwise track your location unless you elect to turn it on. Sorenson cannot guarantee that the "Share Location" feature will provide correct address information in every situation. Accordingly, you acknowledge and agree that "Share Location" is not a substitute for providing us with your Registered Location for purposes of 911 emergency calls.

LIMITATIONS AND RISKS IN USING VRS TO PLACE 911 CALLS. Sorenson recommends that you maintain an alternative means of making an emergency call to 911 (for example, through a traditional text telephone or, if a TTY is not available, a standard telephone) in the event that you are unable to use Sorenson's VRS for any reason. Dialing 911 from a TTY or traditional phone remains the most reliable and fastest method of reaching emergency response personnel. If you use Sorenson VRS to place a 911 call, you should be aware that any such use is subject to the following important limitations and risks.

- **911 AVAILABLE ONLY IN THE U.S.** 911/E911 is available only for calls placed from a location within the United States or one of its territories or possessions.
- **Technical Trouble or Errors.** It is possible that, as a result of technical errors or human errors, your location and any telephone number associated with Sorenson VRS may not be automatically passed to the emergency service center or personnel when you use Sorenson VRS to place a 911 emergency call. Technical errors may include:
  - a Hardware or Software malfunction;
  - a broadband network outage or power outage, or degradation of Internet service as a result of congestion, interruptions, or technical problems that may affect your ability to access the Internet;
  - cancellation, suspension, or termination of your broadband or ISP service for any reason (including for failure to pay); or
  - termination, suspension, restriction, or cancellation of your use of the Hardware or Software under this Agreement.

Human errors may include misinterpretation, mistakes, or your inability to provide the interpreter with your address. In each case Sorenson may not be able to obtain your location or other relevant information and/or provide that information to the appropriate emergency personnel.

- **Other providers.** If you use the Hardware or Software to place a 911 call through a VRS provider other than Sorenson, Sorenson will have no control over the manner in which the other provider will handle, process, or route the call. Sorenson thus cannot ensure that the other provider will handle the call in accordance with the FCC's emergency calling rules or that the call and your location will be automatically routed to the appropriate emergency personnel.

LIMITATION AND WAIVER OF LIABILITY FOR 911 CALLS. (Initial)

_____ IN THE EVENT THAT YOU USE THE HARDWARE OR SOFTWARE TO MAKE A 911 CALL, WHETHER THROUGH SORENSON VRS OR THROUGH ANOTHER VRS PROVIDER, SORENSON IS NOT LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS ARISING FROM YOUR USE OF THE HARDWARE OR SOFTWARE TO FACILITATE THAT CALL. SPECIFICALLY, SORENSON IS NOT LIABLE IN TORT, CONTRACT, OR OTHERWISE FOR ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER HARM ARISING OUT OF OR RELATED TO USE OF THE HARDWARE OR SOFTWARE TO MAKE A 911 CALL, OR THE PROVISION OF ANY VRS OR VRI INTERPRETING SERVICES INCIDENTAL TO OR IN CONNECTION WITH SUCH A CALL, INCLUDING BUT NOT LIMITED TO ANY ACT OR OMISSION INVOLVING (1) THE DEVELOPMENT, DESIGN, INSTALLATION, OPERATION, MAINTENANCE, PERFORMANCE, OR PROVISION OF THE HARDWARE OR SOFTWARE OR ANY EQUIPMENT OR FACILITY THAT PERMITS YOU TO USE THE HARDWARE OR SOFTWARE, OR ANY VRS OR VRI INTERPRETING SERVICES PROVIDED IN CONNECTION WITH A 911 CALL OR THE PROVISION OF EMERGENCY SERVICES; (2) MISINTERPRETATION, MISTAKES, INTERRUPTIONS, DELAYS, TRANSMISSION ERRORS, NETWORK OUTAGES, FAILURES, DEFECTS, TECHNICAL DIFFICULTIES, ACTS OF GOD, OR OTHER OCCURRENCES, REGARDLESS OF THE SOURCE OF THE OCCURRENCE, THAT MAY ARISE IN THE COURSE OF TRANSMITTING OR HANDLING 911 CALLS OR PROVIDING EMERGENCY SERVICES; OR (3) RELEASE TO A PUBLIC SAFETY ANSWERING POINT, DESIGNATED STATEWIDE DEFAULT ANSWERING POINT, APPROPRIATE LOCAL EMERGENCY AUTHORITY, EMERGENCY MEDICAL SERVICE PROVIDER OR EMERGENCY DISPATCH PROVIDER, PUBLIC SAFETY, FIRE SERVICE OR LAW ENFORCEMENT OFFICIAL, OR HOSPITAL EMERGENCY OR TRAUMA CARE FACILITY OF USER INFORMATION RELATED TO 911 CALLS OR THE PROVISION OF EMERGENCY SERVICES. IN ADDITION, SORENSON IS NOT LIABLE FOR ANY DAMAGES ARISING FROM YOUR FAILURE TO PROVIDE SORENSON AN ACCURATE, UP-TO-DATE REGISTERED

LOCATION. THIS LIMITATION AND WAIVER OF LIABILITY IS EFFECTIVE EVEN IN THE EVENT OF SORENSON'S NEGLIGENCE.

Sorenson, in its role as an emergency communications service provider, shall have immunity or other protection from liability in a State of a scope and extent that is not less than the scope and extent of immunity or other protection from liability accorded any local exchange carrier under Federal and applicable State law (whether through statute, judicial decision, tariffs filed by such local exchange carrier, or otherwise).

6. The myPhone Program.

Sorenson provides you with the option to link your various devices that run Sorenson Software through the myPhone program. If you choose to join a myPhone group, you consent to having all of the numbers in the group ring when any member of the group receives an incoming call. You consent to receiving all notifications of account changes at the email address, mailing address, or other contact information associated with your main videophone account. You further consent to having all the numbers in your myPhone group share information, including but not limited to CallerID, sign mail, video center, contact list, and blocked list.

If you join a myPhone group involving more than one person, everyone in the group will be granted access to some of your confidential proprietary network information ("CPNI"), including your CallerID, sign mail, video center, contact list, and blocked list. By joining a myPhone group involving more than one person, you agree to allow Sorenson to share your CPNI with all other members of your myPhone group for the purpose of providing your group with the myPhone service. You have the right to prevent Sorenson from allowing others to access your CPNI, and Sorenson has a duty, under federal law, to honor your request and protect the confidentiality of your CPNI. **IF YOU DO NOT WISH TO SHARE YOUR CPNI WITH ANYONE ELSE, DO NOT JOIN A MYPHONE GROUP INVOLVING MORE THAN ONE PERSON.** You have the right to withdraw your consent to allow Sorenson to permit other myPhone group members to access to your CPNI at any time by removing yourself from the myPhone group. Your approval or denial of approval to allow Sorenson to share your CPNI is valid until you affirmatively revoke or limit such approval or denial. You may indicate your approval or denial of approval by joining or not joining a myPhone group, or by contacting a Sorenson customer information representative.

Sorenson retains sole discretion, for any reason and at any time, to determine that a myPhone group will be disbanded or to end the myPhone program. If your myPhone group is disbanded, Sorenson will notify you, and your videophone's telephone number will ring only your videophone and no other devices. If you port your videophone's service to another provider, your videophone's telephone number will be transferred to the new provider, and your myPhone group will be disbanded.

7. Sorenson's Obligations

10-Digit Numbers. The FCC requires VRS providers to offer functionally equivalent 10-digit telephone numbers. You must have a 10-digit number to make or receive calls using the Hardware and Software, with the exception of 911 emergency calls. To register for a 10-digit number from Sorenson, you must have a hearing or speech disability, you must need VRS to be able to communicate with other people, and you must know how to communicate in American Sign Language.

If you become ineligible for iTRS services because you are removed from the iTRS-User Registration Database, or if you have failed to connect the Hardware or Software associated with your 10-digit number to Sorenson's network for a period of six months, Sorenson may reclaim the 10-digit number, and you agree that Sorenson may do so. For purposes of this paragraph, "connect the Hardware or Software associated with your 10-digit number" means having an active "heartbeat" on the Hardware or Software associated with the 10-digit number, which indicates to the Sorenson servers that the Hardware or Software has power and an active Internet connection, and is ready to send or receive communications from other callers via Sorenson's VRS and point-to-point application. You do not need to place any VRS or point-to-point calls in order to be connected to Sorenson's network and to retain your 10-digit number, and Sorenson will not consider whether you have made or received VRS calls in determining whether you have connected your 10-digit number to Sorenson's network. You may request a new 10-digit number at any time if Sorenson has reclaimed your previous 10-digit number, but Sorenson will not be able to re-issue your previous 10-digit number to you. If you have any questions regarding your 10-digit telephone number(s), you may contact Sorenson by dialing 801-386-8500 on the Hardware or Software or by sending an email to register@sorenson.com.

Default Provider. When you obtain a Sorenson telephone number for Hardware or Software, you are selecting Sorenson as your "default" provider of VRS. This means that all VRS calls to and from the local 10-digit telephone number(s) assigned to the Hardware or Software will be routed, by default, though Sorenson VRS. FCC regulations prohibit Sorenson from completing non-emergency VRS calls for you if you have not registered with a default provider.

As your default provider, Sorenson must comply with various legal requirements. Pursuant to these requirements, Sorenson will: (i) obtain from you your Registered Location; (ii) give you an easy way to update your Registered Location information if it changes, without cost or additional equipment; and (iii) route all emergency 911 calls placed from the Hardware or Software via Sorenson VRS to the appropriate emergency personnel, and transmit the call-back number and other required information to the emergency response center. See Section 5 for more information on 911 emergency calls. **IT IS IMPORTANT THAT YOU KEEP YOUR REGISTERED LOCATION UP TO DATE BECAUSE SORENSON WILL USE THAT LOCATION TO ROUTE 911 CALLS, AND TO PROVIDE TO 911 OPERATORS.**

FAILURE TO UPDATE YOUR REGISTERED LOCATION COULD DELAY OR PREVENT 911 RESPONSE IN AN EMERGENCY.

Privacy. Sorenson is committed to protecting the privacy of your Personally Identifiable Information. Any Personally Identifiable Information that is collected, maintained, or generated by the Hardware or Software will be subject to applicable terms and conditions of Sorenson's Privacy Policy posted on Sorenson's website at: http://www.sorenson.com/privacy.

8. NO WARRANTY, LIMITATIONS OF LIABILITY AND INDEMNIFICATION

No Warranty. SORENSON DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Sorenson disclaims any and all warranties of quiet enjoyment, performance, and non-infringement. Sorenson also makes no warranty that the Hardware or Software will be error free or provide uninterrupted service or functionality. Sorenson does not authorize anyone, including, but not limited to, Sorenson's employees, independent contractors, agents, or representatives, to make a warranty of any kind on Sorenson's behalf and you should not rely on any such statement. Sorenson does not represent, warrant, or guarantee that its relay interpreters meet the various interpreting requirements mandated by the laws of any State, or that its interpreters are trained, authorized, or certified to provide VRS pertaining to any particular area of expertise, including medical, mental health, or legal.

LIMITATIONS OF LIABILITY. You agree that Sorenson shall not be responsible or liable for any claims or causes of action that arise from your use of the Hardware or Software, from your use of VRS, or from the use of the Hardware or Software by any third party, even if Sorenson has been negligent. Without limiting the foregoing, Sorenson will not be liable for any cost or damage arising either directly or indirectly from (i) your failure to comply with this Agreement, including your use or misuse of the Hardware or Software; (ii) the porting of the telephone number(s) assigned to the Hardware or Software to a default provider other than Sorenson; or (iii) Sorenson's termination, suspension, restriction, or cancellation of your license to use the Hardware or Software and/or Sorenson's retrieval or disabling of the Hardware or Software. In no event shall Sorenson, its employees, shareholders, officers, or directors be liable for punitive, reliance, or special damages, or for indirect or consequential damages, including but not limited to lost profits or revenue or increased costs of operation. These limitations apply even if the damages are foreseeable or we are told they are possible, and these limitations apply to any claim no matter how that claim is styled or on what legal grounds (such as contract, tort, statute, misrepresentation) it is based. If Sorenson is nevertheless found liable for any damage to person or property, Sorenson will not be liable for more than the amount of actual direct damages to the person or property.

Indemnification. You agree to indemnify and hold Sorenson and its shareholders, officers, directors, employees, agents, independent contractors, and affiliated entities harmless for all costs, fees, expenses, and damages of any nature whatsoever related to any claims arising from or related to your use of the Hardware or Software or from the use by any other person of the Hardware or Software licensed to you, including court and arbitration costs, attorneys' fees, and the costs of other professionals, unless such claims are based solely on Sorenson's gross negligence or willful misconduct.

9. DISPUTE RESOLUTION AND GOVERNING LAW

This Section provides for resolution of Disputes through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury or through a class action. You may continue to have certain rights to obtain relief in small claims court or from a federal or state regulatory agency.

BINDING ARBITRATION. You and we agree to resolve all Disputes through individual binding arbitration or in small claims court, instead of courts of general jurisdiction. The arbitration will be conducted by one arbitrator using the procedures described by this Section 8. The arbitration will take place in Salt Lake City, Utah, or if you elect, in your County of residence.

The arbitration shall be administered by JAMS pursuant to the Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules. If no disputed claim or counterclaim exceeds $250,000, not including interest or attorneys' fees, the arbitration shall be administered under the JAMS Streamlined Arbitration Rules and Procedures as modified by this Agreement. Judgment on the Award may be entered in any court having jurisdiction. Notwithstanding any JAMS rule to the contrary or any other provision in arbitration rules chosen by agreement, we each agree that all issues regarding the Dispute are delegated to the arbitrator to decide, including any disagreements regarding the scope and enforceability of this agreement to arbitrate. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms.

You and Sorenson agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and Sorenson agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If any portion of this paragraph is found to be unenforceable, then the entirety of this Section 9 shall be null and void.

The arbitration process established by this Section 9 is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. You and Sorenson each agree that the FAA's provisions—and not state law—govern all questions of whether a Dispute is subject to arbitration. To the extent this Agreement conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply. However, nothing in this paragraph will require or allow you or Sorenson to arbitrate on a class-wide, representative, or consolidated basis.

ARBITRATION AND FILING PROCEDURES. Before you take a dispute to arbitration, you must first write to us at Sorenson Communications, Inc., c/o Legal Dept., 4192 South Riverboat Road, Suite 100, Salt Lake City, Utah 84123, U.S.A., and give us an opportunity to resolve the dispute. Similarly, before Sorenson takes a dispute to arbitration, Sorenson will first attempt to resolve it by contacting you. If the dispute cannot be satisfactorily resolved within sixty days from the date you or Sorenson is notified by the other of a dispute, then either party may commence an arbitration before JAMS. Information about the JAMS, the arbitration process, JAMS's arbitration rules and procedures, and JAMS's fees is available from JAMS on the Internet at www.jamsadr.com.

Any claim or Dispute subject to arbitration under this Agreement must be brought within two (2) years after the date the basis for the claim or dispute first arises.

Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees, and expenses for witnesses, document production and presentation of evidence. Unless prohibited by law, the party prevailing before the arbitrator shall be entitled to recover the JAMS's fees and the expenses of the arbitrator from the other party.

Governing Law. This Agreement will be governed by the law of the State of Utah, without regard to its choice of law rules, except that the arbitration provisions of this Agreement will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use the Hardware or Software.

10. General Terms.

Acts Beyond Our Control. Sorenson will not be responsible to you for any delay, failure in performance, loss, or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, weather, strike, embargo, labor disputes, civil or military authority, war, terrorism, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control.

Assignment. Sorenson can assign all or part of our rights or duties under this Agreement without notifying you. In the event of an assignment, Sorenson shall have no further obligations to you with respect to any duties that may have been assigned.

Entire Agreement. This Agreement constitutes the entire agreement between you and Sorenson and supersedes all prior agreements, understandings, statements, and representations, whether written or oral, regarding the Hardware and Software. No written or oral statement, advertisement, or service description not expressly contained or incorporated by reference in the Agreement will be allowed to contradict, explain, or supplement it, except pursuant to the "Changes to this Agreement" paragraph below.

Changes to this Agreement. Sorenson may change the terms or conditions of this Agreement from time to time. If Sorenson makes any changes to the terms or conditions set forth in this Agreement, Sorenson will notify you. If you do not agree to the terms of any revisions to this Agreement, you should cease use of the Hardware or Software and immediately contact Sorenson. Your continued use of the Hardware or Software following notice of any changes to this Agreement constitutes your consent to be bound by the terms of this Agreement as revised.

No Third Party Rights. This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

Notices. Notices from you to Sorenson must be addressed as follows: Legal Dept., Sorenson Communications, Inc., 4192 South Riverboat Road, Suite 100, Salt Lake City, Utah 84123, U.S.A. Sorenson's notice to you, to the extent applicable, may be made by postcard, letter, relay service call, email, or software Update. You agree to notify us in writing promptly in the event you change your address, including but not limited to your email address.

EQUIPMENT AND CUSTOMER CARE. If you have a suggestion, concern, or question about the Hardware, Software, or Sorenson VRS, you can send your comments to us by email to vrscomments@sorenson.com. Please note that we cannot guarantee the confidentiality of any business information, ideas, concepts, or inventions you choose to send us. If you have any problems with the Hardware or Software, you can email us at vrssupport@sorenson.com, or contact our technical support staff through the Hardware or Software.

Termination. This Agreement will automatically terminate if you fail to comply with any term or condition of this Agreement. Upon termination, you agree to return the Hardware and Software and to destroy any Software copy not returned (e.g. any copy stored on any Operating Device). You may relinquish your rights under this Agreement at any time by returning the Hardware and Software to Sorenson and by destroying all copies of the Software in your possession or control not so returned. See Section 4 of this Agreement for how to initiate the return of Sorenson Hardware.

Severability. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The part that is found invalid shall be replaced with terms under valid law that most closely matches the intent of the parties as manifested by this Agreement.

Effective Date. This Agreement shall be deemed effective as of the date on which the Hardware or Software is provided to you by Sorenson.

Continuing Effect. Sections 4, 5, 7, 8, and 9 of the Agreement, and any other portion of the Agreement so designated, will continue to apply after the rest of the Agreement ends.

Open Source Usage. The Software and Hardware operate using software developed by the OpenSSL Project for use in the OpenSSL Toolkit (http://www.openssl.org/source/license.html) and libraries derived from the FFmpeg (http://ffmpeg.org/legal.html) that are licensed under the GNU Lesser General Public License (LGPL) version 2.1. Sorenson does not claim any ownership of the software, libraries, or code of the Open SSL Project or FFmpeg. Nothing in this Agreement shall be deemed to restrict or limit your exercise of any rights granted to you under the LGPL.

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Revision Date: This Agreement was last updated and posted on Sorenson's Web Page on January 13, 2017.