

**LINX COMMUNICATIONS, INC.
TERMS AND CONDITIONS OF SERVICE**

Linx Communications, Inc. ("Linx") will provide you with unified communications services under the following Terms and Conditions of Service ("Agreement"). When you activate Services or attempt to use Services, you accept this Agreement. Please read this Agreement carefully.

1. SERVICES

1.1 Provision of Services.

Subject to your compliance with this Agreement, Linx will provide you with the services activated by you from time to time and agreed to be provided to you by Linx (collectively, the "Services"). Linx may decide not to provide Services to you for any lawful reason, and may request that you provide it with any information it reasonably requires to determine whether you qualify for Services.

1.2 Modification of the Services and or this Agreement.

Linx reserves the right, at its discretion, to modify the functionality of the Services and/or this Agreement at any time upon thirty (30) days prior written notice. You shall have the right to terminate the Services by providing Linx written notice within fifteen (15) days following receipt of notice of such modifications if either (a) any such modifications of the Services materially degrades the functionality of the Services or (b) you do not accept any such modifications of this Agreement. Failure to so terminate shall constitute your acceptance of such modifications.

2. PAYMENT

2.1 Credit Verification.

You must have and keep satisfactory credit to receive and continue to receive Services. Linx will verify your credit before agreeing to provide Services to you and may verify your credit at any time while it provides Services to you. Credit verification may include a review of credit reports that Linx receives from commercially available credit bureaus. Linx may require a guaranty of payment by an individual or entity approved by Linx. If, at any time, Linx determines in its sole discretion, that payment for Services may not be made when due, Linx may suspend Services to you and require that you provide payment on account or a guarantee of payment before Linx resumes Services to you.

2.2 Fees.

Once Services have been activated, you are liable for all charges related to such Services accessed through your account regardless of who actually utilizes the Services. You may elect either direct billing or automatic charges to your major credit card. All individual activations regardless of payment method, must be accompanied by a valid credit card number that Linx will keep on file. If an invoice remains outstanding for ninety (90) days, Linx reserves the right to charge the overdue amount to your credit card. If you have elected to pay the fees by credit card, you authorize Linx to charge such credit card for all

fees you incur for use of the Services. If Linx does not receive payment from the card issuer, you shall pay Linx all amounts due upon demand. Linx may take commercially reasonable actions to validate your credit card. If you have elected to be invoiced for the fees, then Linx shall issue an invoice to you once per calendar month for the fees attributable to the services that month, and prorated fees for the Services that were ordered in the previous month but that have not yet been invoiced. Payment shall be due by the 20th day following your receipt of the invoice. You shall notify Linx's accounts receivable department in writing of any disputed charges within sixty (60) days of the date of the invoice containing the disputed charges or you will have waived your right to dispute those charges. You do not have to pay any properly disputed amounts while Linx investigates them. However, you must pay amounts not in dispute by the due date. If disputed invoice procedures are described on the invoice, you must follow them.

2.3 Taxes.

Linx will invoice you for taxes, regulatory related obligations and other charges levied by federal, state or local authorities, or foreign governments on Services, or mandated to be paid in proportion to receipts from Services. Taxes, regulatory related obligations and other charges not directly paid by Linx are not invoiced to you, but payment to the taxing or levying authority of any such applicable taxes, regulatory related obligations and other charges due from you are your responsibility. If you claim any tax exemption, you must provide Linx with a valid tax exemption certificate. Any tax exemption applies only from the date that Linx receives such valid tax exemption certificate.

2.4 Late Payments.

Late payments shall be subject to interest at the rate of one and one-half percent (1 1/2%) per month but in no case more than the maximum allowed by law. In addition to any other remedies Linx may have, Linx reserves the right to suspend the provision of the Services if you fail to pay any fees when due. Any request by you to resume the Services following any such suspension shall be at Linx's discretion and shall be subject to Linx's then applicable reactivation fee. You shall pay all legal and collection fees arising from Linx's efforts to collect any past due amounts from you to the extent allowed by law. Acceptance by Linx of late payments or partial payments (even if marked "paid in full") does not waive Linx's right to collect all amounts that you owe to Linx.

2.5 Modification of the Fees.

Linx reserves the right, at its discretion, to increase the fees for the Services at any time upon thirty (30) days prior written notice. You shall have the right to terminate

the Services by providing Linx written notice within fifteen (15) days following receipt of notice of such increase. Failure to so terminate shall constitute your acceptance of such increase.

3. CREDITS FOR SERVICE INTERRUPTION

3.1 Granting of Credit.

The Services may be temporarily interrupted, delayed or otherwise limited for a variety of reasons. While Linx does not assume any duty to provide uninterrupted Services to you, a credit will be given for certain interruptions of Services as described below. However, a credit will not be given for interruptions in the Services caused by (a) your negligent or willful actions, (b) the failure or incompatibility of equipment, software or services not provided by Linx or (c) causes beyond the reasonable control of Linx.

3.2 Calculation of Credit.

You agree that the liability of Linx, if any, for interruptions, delays and failures of the Services, whether caused by Linx or otherwise, is limited solely to the allowance of a credit as set forth herein. Credits for an interruption of Services will only be given when the interruption is continuous for twenty-four (24) hours or more and will consist of a pro-rata adjustment of the monthly service fees for the Services rendered unusable by the interruption. Credits will be given only when you report interruptions to Linx. For the purpose of calculating the applicable credit, an interruption will be measured from the time it is reported to Linx. The issuance of the pro-rata credit will constitute a full accord and satisfaction of all claims by you against Linx for interruption of the Services. In no case will the pro-rata credit exceed the applicable monthly service fees for the Services rendered unusable by the interruption.

4. LIMITATIONS ON USE

You agree that you shall not (a) rent, sell, lease or otherwise transfer the Services or (b) use the Services in a manner that violates applicable law. You shall be liable to Linx for any failure to comply with the terms of the Agreement.

5. DISCLAIMERS AND LIMITATIONS

5.1 Disclaimer.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, LINX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO THE SUITABILITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE SERVICES. LINX DOES NOT WARRANT THAT THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR-FREE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING WITHOUT LIMITATION STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICES, WHETHER MADE BY LINX'S EMPLOYEES OR OTHERWISE, THAT IS NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A

WARRANTY BY LINX FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF LINX WHATSOEVER.

5.2 Limitation on Liability.

IN NO EVENT SHALL LINX BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS, OR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST DATA OR ECONOMIC DAMAGE, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER LINX HAS BEEN ADVISED OR HAS REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding any provision contained herein to the contrary, the sole liability of Linx arising out of or in connection with this Agreement or any use of or inability to use the Services, whether such liability arises from any claim based upon contract, warranty, tort, or otherwise, shall be limited to the credit for service interruption for each separately disrupted Service for the period of disruption as described in Section 3. You hereby release and hold Linx and its officers, directors, employees and agents harmless from and against any and all claims for damages of any nature, arising in any way from your use of the Services and any violation by you of this Agreement. This obligation shall survive termination of this Agreement.

5.3 Limitation on Actions.

You may not institute any action or arbitration proceedings in any form arising out of this Agreement or your use of the Services more than twelve (12) months after the cause of action has arisen.

6. TERM & TERMINATION.

6.1 Term.

The Services shall be provided by Linx and accepted and paid for by you for a term commencing on the date of activation and continuing thereafter for a period equal to the period initially selected by you and agreed to by Linx (the "Initial Term"), unless extended or sooner terminated in accordance with the provisions of this Agreement.

6.2 Renewal.

The Initial Term shall automatically renew for additional periods equal to the initial period selected by you and agreed to by Linx (each a "Renewal Term"), unless either party, by notice in writing given at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term, advises the other party of its desire for the Services not to so renew.

6.3 Termination for Default.

Either party may terminate the Services (a) in the event the other party commits a material breach of this Agreement and such failure continues for a period of fifteen (15) days following written notice of such failure (provided that no such notice shall be required, and no such cure period shall be afforded, in connection with any failure by you to pay Linx all amounts due and owing to Linx hereunder); or (b) immediately and without notice if the other party makes any assignments of assets or business for the benefit of creditors, or a trustee or

receiver is appointed to conduct its business or affairs, or it is adjudged in any legal proceeding to be in either voluntary or involuntary bankruptcy.

6.4 Termination for Modifications or Price Increases.
You may also terminate the Services as provided in Sections 1.2 and 2.4.

6.5 Early Termination Fees.

Any termination of the Services or any portion of the Services by you prior to the expiration of the Initial Term or applicable Renewal Term (other than in accordance with Section 6.3 or 6.4) will result in early termination fees in amounts equal to (a) the product of (i) the monthly fees for the Service(s) prematurely terminated, multiplied by (ii) the number of months then remaining during the Initial Term or Renewal Term, and (b) the aggregate amount of all set up fee and usage discounts afforded to you during the Initial Term or applicable Renewal Term based on your unfulfilled term commitment. You agree to pay any such early termination fees to Linx upon demand.

7. INDEMNITY

You shall defend, indemnify, and hold harmless Linx and its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your breach of the warranties or obligations under this Agreement. Linx shall notify you of any such claim, suit, or proceeding and shall cooperate with you in defending any such claim, suit or proceeding at your expense.

8. VOICE MAIL, FACSIMILE AND E-MAIL SERVICES

8.1 Voice Mail and Facsimile Message Purging.
You acknowledge that voice mail and facsimile message purging is necessary in order to maintain individual accounts and system performance. Any voice mail or facsimile message that is older than twenty-one (21) days (as measured from the date of your first access of such message) will automatically be deleted. Once deleted, any such message cannot be restored.

8.2 No Liability for Security Breaches.

IN ADDITION TO, AND NOT IN LIMITATION OF, THE LIMITATIONS ON LINX'S LIABILITY SET FORTH IN SECTION 5, IN NO EVENT SHALL LINX BE LIABLE IN ANY MANNER FOR ANY SECURITY BREACH ARISING OUT OF LINX'S CONNECTION TO YOUR E-MAIL SERVER, IF APPLICABLE, OR FOR ANY LOSS OR THEFT OF DATA AND/OR CONFIDENTIAL INFORMATION RESULTING THEREFROM.

9. MISCELLANEOUS

9.1 User Information; Privacy.

Linx may use information about you for internal business and marketing purposes.

9.2 Independent Contractor.

We are independent contractors and nothing in this Agreement shall create or imply any agency relationship between us, nor shall this Agreement be deemed to constitute a joint venture or partnership between us.

Neither party shall have authority to bind or otherwise obligate the other in any manner whatsoever.

9.3 Force Majeure.

Linx shall not be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, power failure, hardware failure, acts of God, or acts in compliance with any law or government regulation.

9.4 Governing Law; Arbitration.

This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, without regard to its conflict of laws principles. All claims and disputes arising out of this Agreement or the use or provision of Services shall be settled by binding arbitration pursuant to the rules and regulations of, and under the auspices of, the American Arbitration Association. Any such arbitration proceedings shall take place in Middlesex County, Massachusetts. In any arbitration proceedings, the prevailing party shall be entitled to recover all legal costs, fees and expenses incurred by it in connection with the arbitration.

9.5 No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

9.6 Assignment.

You may not assign or delegate any of your rights or obligations under this Agreement without the written consent of Linx. Linx may assign or delegate any of its rights or obligations under this Agreement without the written consent of Customer. Linx may subcontract any or all of its obligations under this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and their permitted assigns.

9.7 Notices.

Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if in writing, and if delivered by hand, by courier, by confirmed facsimile or sent by registered or certified mail, postage and fees prepaid. Notices to you shall be sent to your last address on file with Linx and notices to Linx shall be sent to Linx Communications, Inc., 175 Crossing Blvd., Suite 300, Framingham, MA 01702, to the attention of President, or at such other addresses as may be furnished in writing to the notifying party.

9.8 Waiver.

The waiver by one party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision by the other party.

9.9 Severability.

In the event that any of the provisions of this Agreement or the application of any such provisions to the parties hereto with respect to their obligations hereunder are held by a court of competent jurisdiction to be unlawful or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected, impaired, or invalidated in any manner.

9.10 Paragraph Headings.

The paragraph headings contained herein are for reference only and shall not be considered as substantive parts of this Agreement

9.11 Compliance with Law.

Both parties shall comply with all applicable laws and regulations of governmental bodies or agencies in their performance under this Agreement.

9.12 Entire Agreement.

This Agreement contains the entire and only understanding between the parties and supersedes all prior agreements, either written or oral, relating to the subject matter hereof. Except as otherwise expressly provided herein, no modifications or waivers of this Agreement shall be binding on either party unless made in a writing that specifically references this Agreement and is signed by persons authorized to sign agreements on behalf of you and Linx.

