

VP-100 PREMIUM SORENSON VRS® SERVICE & PRODUCTS AGREEMENT
VP-200 PREMIUM SORENSON VRS® SERVICE & PRODUCTS AGREEMENT

Thank you for entering into this Agreement to use a Sorenson VP-100® or VP-200® videophone (“Videophone”). The Videophone incorporates state-of-the-art technology and has been specifically designed for deaf, hard-of-hearing, or speech-disabled individuals who use American Sign Language (“ASL”). We hope you will enjoy the Videophone, and we urge you to read this Agreement carefully before using the Videophone so that you will understand the terms and conditions governing your use of the Videophone.

1. Introduction

If you have ordered a Videophone, Sorenson Communications will install it for free and provide you free training on its use, although we will continue to own the Videophone. We also will let you use the Videophone for free to place deaf-to-hearing Video Relay Service (“VRS”) calls, to receive hearing-to-deaf VRS calls and to make and receive non-VRS point-to-point calls. Sorenson will receive reimbursement only when you use one of our video interpreters to facilitate a VRS call. If you have any problems with the Videophone, you can e-mail us at vrssupport@sorenson.com, or contact our technical support staff through the Videophone. In return for the free use and support of the Videophone, we ask that you (1) provide us with some general information about yourself and permit us to contact you from time to time to provide you information and ask you for feedback on various subjects, (2) allow us to retrieve the Videophone at a reasonable time of day if we need to repair, replace, or recall it, (3) promise not to tamper with the Videophone, or to let anyone else tamper with it, and (4) otherwise abide by the terms of this Agreement. We hope you enjoy the ability to use the Videophone to communicate with deaf or hearing people anytime you want!

2. Definitions.

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

A. "**You**" and "**your**" shall mean any person or any legal entity to whom the Videophone has been assigned, including any agent or employee of such person or entity.

B. "**Sorenson**," "**we**," "**our**," and "**us**" shall mean Sorenson Communications, Inc., and its employees, agents, independent contractors, and affiliated entities authorized to provide you with the Videophone under this Agreement.

C. "**Video Relay Service**" or "**VRS**" shall mean a service that enables a user who is deaf, hard-of-hearing, or speech-disabled and who uses ASL to communicate with a hearing person through video equipment installed at the ASL user’s location and at the video interpreter’s location.

D. The "**Videophone**" shall mean the Sorenson VP-100® or VP-200® videophone provided to you by Sorenson, including all its software, features and functions, as well as any appurtenant Sorenson-installed devices, such as a router, that connects to the Videophone within your premises.

E. A "**point-to-point call**" shall mean a non-VRS call in which the Videophone connects to another video end-point to communicate directly without the assistance of an interpreter.

F. "**VRI**" shall mean a video remote interpreting service provided for a fee by Sorenson via a video connection, in which a Sorenson interpreter functions as a replacement for an on-site interpreter who is not physically present to interpret for two persons who are together at the same location (for example, at a meeting or in a doctor’s office).

3. General Terms and Conditions.

A. You warrant that you have a medically recognized hearing or speech disability; that you primarily use ASL to communicate; and that you are not (i) a VRS or VRI provider other than Sorenson, (ii) an affiliate or subcontractor of a VRS or VRI provider other than Sorenson, or (iii) an employee, agent, or any other person who will use the Videophone on behalf of an entity described in clauses (i) or (ii) of this Paragraph 3.A. If you do not have a medically recognized hearing or speech disability, Sorenson reserves the right to assign a Videophone to you, with the understanding that any such Videophone will not receive a functionally equivalent ten-digit telephone number and that you will not use the Videophone to place or receive VRS calls.

B. You are free to use the Videophone in any lawful way that is consistent with the terms and conditions of this Agreement. You also may permit members of your household, visitors, and guests to use the Videophone, as long as you do not charge a fee for such use and provided any such person meets the requirements set forth in Paragraph 3.A above. You shall take all reasonable steps to ensure that use of the Videophone by any person complies with all the terms and conditions of this Agreement.

C. The FCC has mandated that VRS providers offer functionally equivalent ten-digit telephone numbers. Sorenson offers eligible Videophone users the ability to have two types of functionally equivalent ten-digit telephone numbers assigned to their Videophones: ten-digit Direct VP™ and local ten-digit telephone numbers. Ten-digit Direct VP™ numbers are toll free numbers. Local ten-digit numbers indicate the geographic location, or “area code,” where a user lives or works.

You may request one or more ten-digit numbers by dialing 800-659-4810 on your Videophone or by sending an email to register@sorenson.com. In particular, you may request that the Videophone be assigned either (i) both a ten-digit Direct VP™ number and a local ten-digit number, or (ii) a local ten-digit number by itself. Your Videophone may not be assigned only a ten-digit Direct VP™ number. By obtaining a telephone number from Sorenson for a Videophone already assigned to you or for a new Videophone, you are selecting Sorenson as your “default” provider of VRS. This means that all VRS calls to and from the ten-digit telephone number(s) assigned to the Videophone will be routed, by default, though Sorenson VRS.

As your default provider, Sorenson must comply with various legal requirements. Sorenson will: (i) obtain from you the physical location at which the Videophone will first be used to place VRS calls (also known as 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 Videophone via Sorenson VRS to the appropriate emergency personnel and transmit the call-back number and other required information. In addition, you have the following rights: (i) you may obtain a telephone number from, and register with, your provider of choice (notwithstanding any prior relationship you may have had with another provider); (ii) you may change default providers at any time and, in doing so, retain your telephone number by transferring (or “porting”) the number to the new default provider; (iii) you may make calls through, and receive calls from, any provider (and you are not limited to making or receiving calls through your default provider); and (iv) the provider cannot condition the ongoing use or possession of equipment, or the receipt of different or upgraded equipment, on your continuing to use the provider as your default provider.

If you already have a ten-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 800-659-4810 or by sending an email to porting@sorenson.com. You also may port the ten-digit number(s) assigned to the Videophone to a default provider other than Sorenson. Upon request, Sorenson will port the local ten-digit number assigned to the Videophone, the ten-digit Direct VP™ number assigned to the Videophone, or both numbers. If you wish to port both numbers, however, you must request

that both numbers be ported. If you request that only the local number be ported, Sorenson will port that number to the new default provider and will discontinue your service on the Direct VP™ number. In any instance in which you request to port a ten-digit Direct VP™ number but it is technically infeasible for Sorenson to port that number to another provider, Sorenson also will discontinue your service on the Direct VP™ number.

If you ever need to place an emergency call, you can do so by dialing 911 on the Videophone. To ensure that your 911 call is routed to the right emergency response center and that the emergency response center knows where to send assistance, your default provider needs to know the physical address (*i.e.*, the Registered Location) from which you are placing the emergency call. If you have chosen Sorenson as your default provider, it is critical that you inform Sorenson of your Registered Location and give Sorenson advance notice of any subsequent changes to your Registered Location. For example, if you are planning to move to a new address where you will use the Videophone, you must register that new location with Sorenson. Please note that it can take several hours or, in some cases (*e.g.*, if there is an error in your Registered Location), longer to activate 911 service at an initial or new Registered Location of the Videophone. You can inform Sorenson of your initial or new Registered Location by visiting www.sorensonvrs.com/moving, or calling 800-659-4810 from the Videophone. Sorenson will confirm receipt of your Registered Location or any updates to it that you submit to Sorenson. If you move to a new address without having given Sorenson sufficient advance notice, any 911 call you make from the Videophone may be directed to the wrong emergency authority or may transmit the wrong address.

For more information about the ten-digit telephone number(s) assigned to the Videophone, see the FCC's Consumer Advisories located at <http://www.fcc.gov/cgb/consumerfacts/trstendigit.html> and <http://www.fcc.gov/cgb/consumerfacts/trstendigit-user-meaning.pdf>.

Unless otherwise noted, this Agreement assumes that you have chosen Sorenson as your default provider of VRS for the telephone number(s) assigned to the Videophone or that you are using the Videophone in conjunction with Sorenson's VRS or VRI services. In the event that you fail to select a default provider by November 12, 2009, Sorenson will no longer be able to complete non-emergency VRS calls for you without first registering you.

D. Sorenson's provision of VRS is governed by section 225 of the Communications Act of 1934, as amended, 47 U.S.C. § 225, and the FCC's implementing rules and orders. Under this governing law, VRS is currently provided at no cost to users, and you therefore may use the Videophone for free to place and receive as many VRS calls as you wish. Although we hope you will enjoy using the Videophone, your entering into this Agreement does not create any obligation to make VRS calls or to select Sorenson as your default provider. You are free to use the Videophone to make and receive calls, including 911 calls, through any VRS provider. When you use the Videophone to connect to Sorenson's VRS, you will reach a Sorenson-authorized interpreter who has been trained to ensure service quality and confidentiality. If you choose to use the Videophone with a VRS provider other than Sorenson, we cannot ensure the quality of service or clarity of those calls.

E. Sorenson and/or its licensors are the sole owners of the Videophone, and neither the use of the Videophone nor this Agreement gives any other person or entity right, title, or interest to or in the Videophone or any aspect thereof, including but not limited to any intellectual property rights. You therefore must not, nor must you allow or help any third party to, (i) assert or file registrations and/or applications for ownership or intellectual property rights in the Videophone in any country, nation, or jurisdiction throughout the world; or (ii) copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the Videophone or any aspect thereof. If you have a suggestion, concern, or question about the Videophone or any Sorenson service

provided through it, you can send your comments to us by e-mail 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. This section of the Agreement shall continue to apply after the Agreement ends.

F. You may not in any way tamper with, impair the functions of, or damage the Videophone, nor may you permit a third person to undertake any of these actions. If you are planning to move to a new address, you agree to contact us at least 15 days in advance so that we may coordinate how to relocate the Videophone. In addition, to ensure that any 911 calls you make are properly routed and handled, you must update your Registered Location in a timely manner either by visiting www.sorensonvrs.com/moving or calling 800 659 4810 from the Videophone assigned to you. As noted, if you move to a new address without having told Sorenson, any 911 call you make from the Videophone may be directed to the wrong emergency authority or may transmit the wrong address.

You further agree to use reasonable efforts to keep the Videophone safe and secure from thieves or vandals, unsupervised users, or any other external conditions that would likely damage the Videophone or impair its functions. If the Videophone has been stolen or appears to have been damaged, tampered with, or not functioning properly, you agree promptly to e-mail us at vrssupport@sorenson.com, or, if possible, to contact our ASL service staff through the Videophone. You further agree that so long as Sorenson is the default provider for the telephone number(s) assigned to the Videophone, only Sorenson may service or repair the Videophone, and that you will not allow a provider other than Sorenson to attempt to repair or service the Videophone.

Notwithstanding the foregoing provisions of this section 3.F, if you have selected a provider other than Sorenson as your default provider for the telephone number(s) assigned to the Videophone, you should contact that new provider (rather than Sorenson) to arrange for relocation of the Videophone and to update your Registered Location. In addition, your new default provider will be solely responsible for the support and maintenance of the Videophone. After completion of any port of the number(s) assigned to the Videophone to a new default provider, Sorenson will not service or repair the Videophone, and you may allow your new default provider (but no one else) to attempt to repair or service the Videophone.

G. You agree not to use the Videophone for any abusive, pornographic, lewd, obscene, harassing, fraudulent, or unlawful purposes; not to engage or participate in communications or conduct of an abusive, pornographic, lewd, obscene, harassing, fraudulent, or unlawful nature while using the Videophone; not to use the Videophone in conjunction with a VRS VCO call in which the VCO voice phone is used by a person other than yourself; not to use the Videophone in a way that interferes with our ability to provide VRS to you or other users or that impinges on any other user or his or her enjoyment or use of the Videophone; and not to use the Videophone to place a point-to-point call to solicit another person for any purpose.

H. Sorenson in its sole discretion reserves the right to assure itself that you have not violated the terms and conditions of this Agreement; to investigate a potential violation of any provision of this Agreement; to disclose to the full extent permitted by law any suspected use of the Videophone that Sorenson reasonably believes is unlawful or injurious to the rights, property or safety of Sorenson, its employees, users and/or members of the public; to seek reimbursement and damages in the event of a violation of this Agreement; and to terminate, suspend, restrict, or cancel your use of the Videophone and/or to retrieve or disable the Videophone immediately and without advance notice, particularly if Sorenson believes you may have violated any provision of this Agreement.

I. **WAIVER OF LIABILITY FOR 911 CALLS.** Sorenson recommends that you maintain an alternative means of making an emergency call to 911 (for example, through a traditional text telephone (“TTY”) or, if a

TTY is not available, a standard telephone) in the event that you are unable to use Sorenson's VRS or the Videophone for any reason (for example, for one of the reasons discussed below). In the event that you use the Videophone 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 Videophone to facilitate that call. Specifically, Sorenson is not liable in tort, contract, or otherwise for any personal injury, property damage, death, or other harm arising out of or related to use of the Videophone to make a 911 call, or the provision of any VRS, VRI, or in-person interpreting services incidental to or in conjunction with such a call, including but not limited to an act or omission involving (1) the development, design, installation, operation, maintenance, performance, or provision of the Videophone or any equipment or facility that permits you to use the Videophone, or any VRS, VRI or in-person 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; and (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. For information about how to update your Registered Location, please refer to section 3.C above.

Furthermore, consistent with Federal law, 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 company under Federal and applicable State law (whether through statute, judicial decision, tariffs filed by such local exchange company, or otherwise).

NOTICE OF LIMITATIONS FOR 911 CALLS. If you use the Videophone to place a 911 call, you should be aware that any such use is subject to significant limitations and risks, including but not limited to the following:

First, Sorenson may not automatically be able to obtain your location information and/or route your call to the appropriate emergency personnel, if (i) you use Sorenson's Video Relay Service to place a 911 call, and you have not provided Sorenson an up-to-date Registered Location; (ii) you have not chosen Sorenson as your default provider; or (iii) your Registered Location is not served by the Wireline E911 network or is not available to Sorenson. Furthermore, in these circumstances, if you are incapacitated or otherwise unable or unwilling to give the Sorenson interpreter your address, Sorenson may not be able to obtain your location information and give it to appropriate emergency personnel, although Sorenson will use its best efforts to do so.

Second, even if you have provided Sorenson an up-to-date Registered Location, it can take several hours or, in some cases (*e.g.*, if there is an error in your Registered Location), longer to activate 911 service at this address. If you place a 911 call from an address before activation of 911 service for that address, Sorenson may not automatically be able to obtain your location information and/or route your call to the appropriate emergency personnel.

Third, you may not be able to place a 911 call if the Videophone or other equipment provided to or used by you fails to function.

Fourth, you may not be able to use the Videophone to place a 911 call if an act beyond our control (including an act of God) has occurred, including one or more of the following:

- a broadband network outage or power outage has occurred, or Internet service has been degraded for another reason, including congestion, interruptions, or technical problems that may affect your ability to access the Internet;
- your broadband or ISP service has been cancelled, suspended or terminated for any reason (including for failure to pay or other reasons); or
- under this Agreement, your use of the Videophone has been terminated, suspended, restricted, or cancelled, or the Videophone has been disabled.

Fifth, 911/E911 is only available for a call placed from a location within the United States or one of its territories or possessions.

Sixth, if you use the Videophone 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.

Finally, if you have chosen a provider other than Sorenson as your default provider for the telephone number(s) assigned to the Videophone, that default provider is solely responsible for the support and maintenance of the Videophone, pursuant to section 3.F above. After porting your numbers to a default provider other than Sorenson, it is your responsibility to make arrangements with the new default provider regarding the support and maintenance of the Videophone, and Sorenson will have no obligation or ability to ensure that the Videophone is able to transmit a 911 call or provide E911 functionality, or that the new default provider is properly supporting or maintaining the Videophone.

J. If you are not satisfied with the Videophone or no longer require use of the Videophone, just inform us at any time by sending a written correspondence to Sorenson Communications, Inc., c/o Legal Dept., 4192 South Riverboat Road, Suite 100, Salt Lake City, Utah 84123, U.S.A., and if we cannot adequately address your concern, we will disconnect the Videophone and retrieve it from your location or ask you to return it at no charge.

K. You understand and hereby acknowledge that your use of the Videophone, 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, 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 to transmit your voice, likeness and/or image over the Internet solely for the purpose of providing VRS or VRI interpretation services, and point-to-point calls as needed, and 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, image and/or likeness over the Internet. The foregoing shall not be construed as consent to the

use of your voice, image or likeness for purposes other than use of VRS or VRI. You agree not to record, forward, post on the Internet, or transmit the voice, image, and/or likeness of the Sorenson interpreter 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 interpreter in any way other than as necessary to permit the provision of VRS or VRI, including SignMail® service.

L. If you have selected Sorenson as your default provider, the Videophone periodically may communicate with Sorenson's servers to check for available updates to the Videophone software, such as programming repairs, patches, enhanced functions, missing plug-ins and new versions (collectively, "Updates"). If an Update is available, it will be automatically downloaded to the Videophone without notice. You agree not to interfere with the Videophone's ability automatically to request and receive Updates from Sorenson's servers.

M. If you have established a VRI account with Sorenson and you use the Videophone to place a VRI call, Sorenson will bill you for that call, pursuant to rates, terms, and conditions applicable to that service. You may not use the Videophone to place a VRI call to any VRI provider other than Sorenson.

N. You may use the Videophone to place as many point-to-point calls as you wish, and Sorenson will not bill you for any such calls.

O. You shall notify Sorenson immediately upon discovery of any unauthorized use, sale, or transfer of the Videophone or any other breach of this Agreement.

P. You agree not to infringe on any individual or entity's intellectual property rights, or other proprietary rights, including, but not limited to, infringement of materials that are subject to trademark, copyright, patent and trade secret protection. Sorenson respects the intellectual property of others and requires that you do the same. You may not store material of any type or in any format on, or disseminate such material over, Sorenson's systems or servers in any manner that infringes on any intellectual property right. You also may not upload, embed, post, e-mail, transmit or otherwise make available any material that infringes on any of the aforementioned intellectual property rights.

Q. Many of the features and functions of the Videophone are made possible because the Videophone 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 Videophone. As a result, some of the Videophone's features and functions will not be operational if Sorenson is not the default provider for the number(s) assigned to it, although the Videophone will be able to process VRS calls.

4. Indemnification:

You agree that Sorenson shall not be responsible or liable for any claims or causes of action that arise from your use of the Videophone or from the use of the Videophone by any third party. Further, 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 such claims, including court and arbitration costs, attorneys' fees, and the costs of other professionals, unless such claims are based solely on Sorenson's willful misconduct. This section of the Agreement shall continue to apply after the Agreement ends.

5. Limitations of Liability:

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 Videophone; (ii) the porting of the telephone number(s) assigned to the Videophone to a default provider other than Sorenson (in which case Sorenson will no longer service or repair the Videophone pursuant to Paragraph 3.F above); or (iii) Sorenson's termination, suspension, restriction, or cancellation of your use of the Videophone and/or Sorenson's retrieval or disabling of the Videophone as permitted in Paragraph 3.H above. In no event shall Sorenson, its 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 they apply to any negligence claim that does not involve willful misconduct or intentional misconduct no matter how that claim is styled or on what legal grounds (such as contract, tort, statute, misrepresentation), it is based. Sorenson will be liable for no more than the amount of direct damages to the person or property.

Except as expressly provided in this Agreement, and then only to the extent provided, Sorenson makes no warranties or representations of any kind regarding the Videophone. **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 Videophone will be uninterrupted or error free. Sorenson shall not be liable for any consequential or incidental damages. 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. Furthermore, as explained in Sorenson's Special Disclaimer, Sorenson does not represent, warrant, or guarantee that its relay interpreters meet the various interpreting requirements mandated by the laws of any states, or that its interpreters are trained, authorized, or certified to provide VRS or VRI pertaining to any particular area of expertise, including medical, mental health, or legal. Sorenson's Special Disclaimer is located at <http://www.sorenson.com/disclaimer>. This section of the Agreement shall continue to apply after the Agreement ends. For limitations of liability with respect to 911 calls, please refer to section 3.I above.

6. Dispute Resolution:

You and Sorenson agree that 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 continue to have certain rights to obtain relief from a federal or state regulatory agency.

A. **Binding Arbitration.** The arbitration process established by this Section is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. Subject to section 3.H above, all other disputes (except those subject to separate FCC procedures) arising out of or related to this Agreement or the Videophone (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory) must be resolved by final and binding arbitration. This includes any dispute based on any product, service or advertising having a connection with this Agreement or the Videophone. The arbitration will be conducted by one arbitrator using the procedures described by this Section of the Agreement. If any portion of this Dispute Resolution Section is determined to be unenforceable, then the remainder shall be given full force and effect.

The arbitration of any dispute shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, which are in effect on the date a dispute is submitted to the AAA. 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.

No dispute may be joined with another lawsuit, or, in an arbitration, with a dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Agreement. You and Sorenson Communications both waive any claims for an award of damages that are excluded under this Agreement.

B. 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 submit the arbitration to the AAA. Information about the AAA, the arbitration process, and the AAA's Arbitration Rules and its fees are available from the AAA on the Internet at www.adr.org.

Any claim or dispute arising out of the Videophone or relating to 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. If you prevail before the arbitrator, however, you may seek to recover the AAA's fees and the expenses of the arbitrator from us. If Sorenson prevails before the arbitrator, then Sorenson may seek to recover the AAA's fees and expenses of the arbitrator from you.

C. Notwithstanding anything in this Agreement, all actions arising from or pertaining to this Agreement and all disputes between the parties shall be initiated, maintained, and resolved in Salt Lake City, in the State of Utah, U.S.A.

D. This section 6 of the Agreement shall continue to apply after the Agreement ends.

7. Miscellaneous:

A. 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, the weather elements, 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.

B. 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 obligations to you under any duties that may have been assigned. You may not assign this Agreement or your right to use the Videophone without our prior written consent, nor may you give, sell, loan, lease, or otherwise transfer or assign the Videophone to another user. Correspondence regarding this provision, should be sent to Sorenson Communications, Inc., c/o Legal Dept., 4192 South Riverboat Road, Suite 100, Salt Lake City, Utah 84123, U.S.A.

C. Entire Agreement. This Agreement constitutes the entire agreement between you and Sorenson and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral, regarding the Videophone. 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" section below. Neither you nor Sorenson is relying on any representations or statements by the other party or any other person that are not included in this Agreement.

D. Changes to this Agreement. Sorenson may change this Agreement from time to time. If Sorenson makes any changes to the rates, terms or conditions set forth in this Agreement, Sorenson will post them on its Web page at <http://www.sorensonvrs.com/license> (the "Web Page"). Sorenson may satisfy any applicable notice requirements by posting changes to this Agreement on the Web Page. You agree to review the Web Page on a timely and reasonable basis, and can easily see if changes have been made by checking the Revision Date posted at the bottom of this Agreement. If you do not agree to the terms of any revised agreement, you should cease use of the Videophone and immediately contact Sorenson. Your continued use of the Videophone following the posting of any changes to this Agreement means you agree to be bound by the terms of this Agreement.

E. Privacy. Sorenson is committed to protecting the privacy of your personally identifiable information. "Personally Identifiable Information" is information that can be used to identify or contact you. Any Personally Identifiable Information that is collected, maintained, or generated by the Videophone will be subject to applicable terms and conditions of Sorenson's Privacy Policy, as supplemented or limited by this Agreement. Sorenson's Privacy Policy is posted on Sorenson's Web site at: <http://www.sorenson.com/privacy>. Notwithstanding any other provision of this Agreement, to the extent you use the Sorenson Videophone to place a telecommunications relay service call, your privacy rights and Sorenson's obligations with regard to any information generated by that call shall be governed by applicable law, including relevant sections of the Communications Act of 1934, as amended, and any applicable implementation rules and orders.

F. Export Restrictions. You acknowledge that the Videophone is subject to the export control laws and regulations of the United States and other countries. You agree that you will not export or re-export the Videophone, any part thereof, or any process or service that is the direct product of the Videophone (collectively the "**Restricted Components**") to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components (1) to any country to which the United States has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country or (2) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the Bureau of Industry and Security (BIS) nor any other U.S. federal agency has suspended, revoked or denied your export privileges.

G. Governing Law. This Agreement will be governed by the law of the State of Utah, U.S.A., 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 or pay for the use of the Videophone. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any translation of this Agreement is done for local requirements, and in the event of a dispute between the English and any non-English versions the English version of this Agreement shall govern.

H. Government End Users. The Videophone and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202-1 through 227.7202-4, as applicable,

the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (1) only as Commercial Items and (2) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States by Sorenson Communications, Inc., 4192 South Riverboat Road, Suite 100, Salt Lake City, Utah 84123, U.S.A.

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

J. Notices. Notices from you to Sorenson must be provided 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 a posting on our Web site, newspaper ad, postcard, letter, relay service call, or an e-mail to an address, if you have provided one to us. You agree to notify us in writing promptly in the event you change your address, including but not limited to your e-mail address.

K. Remedies. You agree that, in the event you breach, or threaten to breach, any term or condition of this Agreement, Sorenson shall immediately be entitled to seek all remedies available to it, at law and in equity. In the event that it becomes necessary for Sorenson to seek injunctive relief, Sorenson shall not be required to post a bond or other security.

L. Separability. 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 valid terms under law that most closely match the intent of the parties as manifested by this Agreement.

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

N. Continuing effect. This Section 7 of the Agreement will continue to apply after the Agreement ends.

Revision Date: This Agreement was last updated and posted on Sorenson Web Site on November 17, 2009.