

VP-100 SORENSON VRS® SERVICE & PRODUCTS AGREEMENT

Thank you for ordering the VP-100 Premium Sorenson VRS® Service & Products (collectively the "**VRS**"). We hope you will enjoy your use of the VP-100. We will install the VP-100 videophone and let you use it for free, although we will continue to own the device. We will provide you free training on the use of the VP-100. We will provide Sorenson-authorized interpreters for hearing-to-deaf and deaf-to-hearing communications, also for free. If you have any problems with the VP-100, you can e-mail us at vrssupport@sorenson.com, or contact our American Sign Language ("ASL") service staff through the VP-100. In return 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 VP-100 at a reasonable time of day if we need to repair, replace, or recall it, and (3) promise not to tamper with the VP-100, or to let anyone else tamper with it. We hope you enjoy the ability to use the VP-100 to communicate with deaf or hearing people anytime you want!

1. Definitions.

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

- A. "**You**" and "**your**" shall mean the VRS user.
- B. "**Sorenson Communications**," "**we**," "**our**," and "**us**" shall mean Sorenson Communications, Inc., and its employees, independent contractors, and affiliated entities authorized to provide you with the VP-100 Premium Sorenson VRS® Service & Products under this Agreement.
- C. A "**Video Relay Service**" is a service which enables a user who is deaf, hard-of-hearing, or speech-disabled and who uses American Sign Language to communicate with a standard voice telephone user through video equipment installed at the ASL user's location and at the video interpreter's location.
- D. "**The VRS**" shall mean the VP-100 Premium Sorenson VRS® Service & Products, including the features and functionalities of the VP-100.

2. General Terms And Conditions.

A. Although we hope you will enjoy using the VRS, your decision to order the VRS does not create any obligation to make any Video Relay Service calls. However, you are free to make calls to and receive calls from any Video Relay Service provider over the VRS. You also are free to use the VRS to connect to any other deaf user, no matter what kind of videophone they have. The VRS has been designed as part of the Sorenson Services solution. When you use the VRS to connect to Sorenson's Video Relay Service, you will reach a Sorenson Communications authorized interpreter. This enables us to assure service quality and confidentiality. If you choose to use the VRS with another Video Relay Service provider that does not use Sorenson videophones or services, we cannot ensure

the quality of service or video clarity of those calls. In addition, because the VRS is provided for free, Sorenson Communications only receives reimbursement when you use one of our authorized interpreters to complete a call.

B. You agree not to use the VRS for any abusive, pornographic, lewd, obscene, harassing, fraudulent, or unlawful purposes and not to use the VRS in a way that interferes with our ability to provide the VRS to you or other customers. You are expressly prohibited from engaging or participating in communications or conduct of an abusive, pornographic, lewd, obscene, harassing, fraudulent, or unlawful nature while using the VRS and from allowing others to do so. Sorenson Communications shall have the right to immediately terminate, suspend, restrict, or cancel your use of the VRS without advance notice in the event that Sorenson Communications becomes aware that you are or may be breaching the prohibitions of this paragraph.

C. Further, Sorenson Communications reserves the right to investigate any abusive, pornographic, lewd, obscene, harassing, fraudulent, or unlawful use or access of the VRS or breach of this Agreement and to seek reimbursement and damages, and Sorenson Communications will not be liable for any cost or damage arising either directly or indirectly from your use or misuse of the VRS. Further, Sorenson Communications reserves the right to assure itself that your use of the VRS does not violate the terms and conditions of this Agreement and to terminate this Agreement and the VRS immediately in the event of any violation.

D. The VRS may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. **The VRS is not for Emergency calls and is not a substitute for 911 services.** Sorenson Communications urges you to use traditional TTY relay service for emergency calls to avoid a possible life-threatening delay. Further, all interpreters provided in conjunction with the VRS may not always be available at all times and you have no right to be provided access to any particular interpreter nor to become privy to the identity of any interpreters. You may, however, express a preference for the gender of the interpreter when a call is initiated or, if a transfer occurs, at the time the call is transferred to another interpreter, and we will make our best effort to honor such a request.

E. Calls made through the VRS are confidential. Sorenson Communications will not disclose any information from your conversations, and will not keep any no records of the conversations' content, other than as necessary to provide SignMail™ (video mail) service. Sorenson Communications has implemented technology and security features and strict policy guidelines to safeguard the privacy of your video relay calls and any customer-identifiable information from unauthorized access or improper use, and Sorenson Communications will continue to enhance its security procedures as new technology becomes available.

F. The VRS is owned by Sorenson Communications and/or its licensors and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. This Agreement and/or your use of the VRS gives you no right, title, or interest to the VRS or any aspect thereof, including but not limited

to any intellectual property rights. You are expressly prohibited from asserting or filing registrations and/or applications for ownership or intellectual property rights in the VRS in any country, nation, or jurisdiction throughout the world, and you are prohibited from copying, decompiling, reverse engineering, disassembling, modifying, or creating derivative works of the VRS or any aspect thereof. This provision will continue to apply after this Agreement ends.

G. If you do not meet your obligations under this Agreement, we reserve the right to terminate this Agreement. If you are not satisfied with Sorenson Communications' VRS or the performance of the VP-100, just tell us at any time and if we cannot adequately address your concern, we will disconnect the VP-100 and retrieve it from your location at no charge. In return for free use of the VP-100: (1) you will let us install it at a reasonable time of day, give us your e-mail address (if any) and home address, and permit us to contact you from time to time to provide you information and ask for your comments on various matters; (2) you will allow us to retrieve the VP-100 at a reasonable time of day if we need to repair, replace, or recall it; and (3) you promise not to tamper with the VP-100, or to let anyone else tamper with it. (We cannot be confident the VP-100 will work well if someone tampers with it.)

H. You understand and hereby acknowledge that your use of Sorenson VRS requires that your voice and/or image may be recorded and 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 Communications to record and transmit your voice, likeness and/or image over the Internet solely for the purpose of use of VRS interpretation services, and further release and agree to hold Sorenson Communications 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. Except for the authorization and permission specifically granted to Sorenson Communications in this Agreement, you reserve all right, title and interest in and to any and all forms of your voice, image or likeness. You agree to use or facilitate the use of the voice, image, and/or likeness of the Sorenson VRS interpreter in any way other than for the lawful use of the VRS for the purposes intended by Sorenson Communications for performance of its Sorenson VRS interpretation services. Sorenson Communications shall have the right to immediately terminate, suspend, restrict, or cancel your use of the VRS without advance notice in the event that Sorenson Communications becomes aware that you are or may be breaching the prohibitions of this paragraph.

3. **Indemnification:**

You agree that Sorenson Communications shall not be responsible or liable for any claims or causes of action that arise from your use of the VRS. Further, you agree to indemnify and hold Sorenson Communications and its shareholders, officers, directors, employees, agents, 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 solely based on Sorenson Communications' willful misconduct. This provision will continue to apply after this Agreement ends.

4. **Limitations of Liability:**

In no event shall Sorenson Communications 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 on. Sorenson Communications 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 Communications makes no warranties or representations of any kind regarding the VRS and Sorenson Communications disclaims any and all warranties, express or implied, including but not limited to any warranties of merchantability, fitness for a particular purpose, quiet enjoyment, performance, or infringement. Sorenson Communications also makes no warranty that the VRS will be uninterrupted or error free. Sorenson Communications does not authorize anyone, including, but not limited to, Sorenson Communications' employees, agents or representatives, to make a warranty of any kind on Sorenson Communications' behalf and you should not rely on any such statement.

This Section of the Agreement will continue to apply after the Agreement ends.

5. **Dispute Resolution:**

It is important that you read this entire Section carefully. 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. You have the right to take any dispute that qualifies to small claims court rather than arbitration. All other disputes arising out of or related to this Agreement or the VRS (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 VRS and any dispute not finally resolved by a small claims court. 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 or to small claims court, you must first write to us at Sorenson Communications, Inc., c/o Legal Dept., 4393 South Riverboat Road, Suite 300, Salt Lake City, Utah 84123, U.S.A., and give us an opportunity to resolve the dispute. Similarly, before Sorenson Communications takes a dispute to arbitration or to small claims court, Sorenson Communications 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 Communications is notified by the other of a dispute, then either party may submit the arbitration to the AAA or to small claims court. 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 VRS 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 Communications prevails before the arbitrator, then Sorenson Communications 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 the State of Utah, U.S.A.

D. This Section of the Agreement will continue to apply after the Agreement ends.

6. Miscellaneous:

A. Acts Beyond Our Control. Sorenson Communications 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 Communications can assign all or part of our rights or duties under this Agreement without notifying you. In the event of an assignment, Sorenson Communications 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 VRS without our prior written consent.

C. Entire Agreement. This Agreement constitutes the entire agreement between you and Sorenson Communications and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral, regarding the VRS. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor Sorenson Communications is relying on any representations or statements by the other party or any other person that are not included in this Agreement. Sorenson Communications may change this Agreement from time to time. If Sorenson Communications makes any changes to the prices or charges, Sorenson Communications will post them on its web page at <http://www.sorensonvrs.com/license>. You agree that posting on the web page satisfies any applicable notice requirements and further agree to review this web page on a commercially timely and reasonable basis. If you continue to be enrolled in, use, or pay for the VRS after any changes in the prices, charges, terms or conditions, you will be deemed to have agreed to the changes.

D. Export Restrictions. You acknowledge that the products provided with the VRS hereunder are 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 products, any part thereof, or any process or service that is the direct product of a product (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.

E. 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

VRS. 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.

F. Government End Users. The VRS 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., 4393 South Riverboat Road, Suite 300, Salt Lake City, Utah 84123, U.S.A.

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

H. Notices. Notices from you to Sorenson Communications must be provided as follows: Customer Service Dept., Sorenson Communications, Inc., 4393 South Riverboat Road, Suite 300, Salt Lake City, Utah 84123, U.S.A. Sorenson Communications' notice to you, to the extent applicable, may be made by a posting on our web site, newspaper ad, postcard, letter, call to your billed telephone number, or an e-mail to an address provided by you to us. You agree to notify us in writing promptly in the event you change your address, including but not limited to your Internet and e-mail address.

I. Remedies. You agree that, in the event you breach, or threaten to breach, any term or condition of this Agreement, Sorenson Communications 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 Communications to seek injunctive relief, Sorenson Communications shall not be required to post a bond or other security.

J. Separability. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

This Section 6 of the Agreement will continue to apply after the Agreement ends.

This Agreement shall be deemed effective as of the date that the VP-100 is installed and/or the date you first use the VRS, whichever comes first. By using the VRS, you expressly warrant and represent that you have the authority and right to enter into this Agreement.