

## SERVICE CONTRACT

THIS SERVICE CONTRACT (the "Contract") is made and entered into this 17 day of October, 2018, by and between LAUDERDALE WEST CONDOMINIUM ASSOCIATION NO. 1, INC., a Florida not for profit corporation, (hereinafter referred to as the "Association" and/or "Owner"), whose principal address is 1141 NW 85th Avenue, Plantation, FL 33322, and JBS COMMUNICATIONS, INC., a Florida corporation ("Contractor"), whose principal place of business is 4900 W Atlantic Blvd, Suite 1, Margate, FL 33063 (hereinafter referred to as "Contractor").

WHEREAS, the Association desires to engage the services of the Contractor to provide communications services and equipment as hereinafter set forth; and

WHEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree as follows:

1. SCOPE OF WORK. See Contractor's Proposal attached hereto as Exhibit "A." The work described in the Contractor's Proposal is sometimes referred to in this Contract as the "work." The Contractor further agrees:

1.1 Association will occupy the premises during the entire period of work. The Association will cooperate with Contractor with regard to protecting the Association's property and unit owner property during the performance of the work.

1.2 Contractor shall at all times conduct its operations as to insure the least inconvenience to the Association.

1.3 Contractor shall verify that such work is in strict conformance with all applicable manufacturer's specifications and applicable laws and rules promulgated by all applicable governmental agencies.

1.4 Contractor is responsible for all material damage to property

2. COST TO THE ASSOCIATION. The cost to the Association for the work shall be the amounts as set forth in the Contractor Proposal (the "Contract Sum"). The Contract Sum shall not be subject to any adjustments or offsets, except as hereinafter set forth. Unless specifically set forth to the contrary in the Contractor Proposal, the work and Contract Sum shall include all transportation, equipment, installation, storage, supplies, labor and materials, and sales and use taxes, which shall be paid by the Contractor. The terms and payments shall be in accordance with Paragraph 3 below. Any changes that are made by altering, adding to, or deducting from the work shall adjust the Contract Sum only by, by mutual written consent of the parties hereto. There shall be no other charges to the Association except as expressly agreed in the Contractor's Proposal, notwithstanding the provision as set forth in Section 3.1 of the Terms of Service.

Notwithstanding the foregoing, the Contractor may require additional installation fees for installation of the system, including but not limited to installation fees for, cable runs and line cords, which fees shall be at the best rate Contractor charges its other best customers.

3. TERMS OF PAYMENT. The Contract Sum shall be paid to Contractor in two equal payments, the first payment of fifth (50%) percent of the Contract Sum shall be paid upon the execution of this Contract, and the remaining fifty (50%) percent shall be paid upon the completion of the work to the satisfaction of the Association.

4. TERM OF CONTRACT WITH RESPECT TO MONTHLY RECURRING CHARGES. The parties agree that the initial term of this Contract shall be for thirty-six (36) months. The parties agree upon the expiration of the initial term or any renewal term the Contract shall renew for an additional thirty-six (36) months upon the same terms and conditions; provided, however, the Contractor shall have the right to increase the Monthly Recurring Charges (\$345.90) per month during the initial thirty-six (36) month term) by no more than 3% over the prior term.

Notwithstanding anything to the contrary the parties hereby agree that the Association shall have the right to terminate the services of the Contractor, at any time with or without cause by providing thirty (30) days written notice, and upon the expiration of such thirty (30) days, the Association shall have no further obligations to the Contractor thereafter, including any obligations concerning monthly recurring charges. Furthermore, the parties agree upon termination of this Contract there shall be no termination fees or other penalties or monies owed from the Association to the Contractor.

Notwithstanding anything to the contrary the Contractor agrees that upon termination of this Contract for any reason whatsoever that all telephone numbers that were ported to the Contractor from previous service provider(s) or telephone numbers acquired during the term hereof shall be transferred, without a fee, forthwith, to the Association upon demand.

Notwithstanding the provisions of Section 3.4 of the Terms of Service the Contractor shall not terminate and/or discontinue service without providing thirty (30) days written notice to the Association, unless the Association is in material default of any affirmative obligation set forth in this Contract.

5. ADDITIONAL TERMS. Contractor shall give all notices and comply with all local ordinances, requirements, building codes and Federal and State authorities which are applicable to the work, without any extra charge, any additional materials and labor which may be required to comply with such ordinances, requirements, laws, rules and regulations. Contractor will pay all social security and all other taxes imposed upon him as an employer in connection with the performance of this Contract, and will furnish evidence, when required by the Association, showing that all such payments required to

be made have been paid. Contractor shall pay all applicable health and welfare charges, local, state and federal taxes, including sales and use taxes, and union fees in connection with the work. The Contractor shall commence the work as set forth in the Contractor Proposal or (ii) \_\_\_\_\_, \_\_\_\_\_, and shall complete and install all work herein on or before 10-31-18, as applicable. The Contractor, once having started the work, will continuously and expeditiously proceed with its vigorous prosecution until completion, and agrees to diligently pursue the satisfaction of all terms and conditions set forth in this Contract. Failure of Contractor to timely complete the work, and/or to satisfy the terms and conditions of this Contract shall be deemed a material default.

6. SUPERVISION. Contractor shall supervise and direct the work, using its best skill and attention, and it shall be solely responsible for all means, methods, techniques, sequences and procedures for coordinating all portions of the Work under this Contract. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all reasonable protection to prevent damage, injury or loss to all real or personal property of the Association. Further, it is the sole responsibility of Contractor to secure, safeguard and protect its materials and operation from damage or theft. Contractor shall promptly remedy all damage or loss to real or personal property caused in whole or in part by Contractor or anyone directly or indirectly employed by him, or by anyone for whose acts any of them may be liable.

7. INDEMNIFICATION/HOLD HARMLESS. For \$100.00 and other good and valuable consideration, and notwithstanding anything to the contrary contained in the provisions as set forth in Section 4 of the Terms of Service the receipt and sufficiency of which are hereby acknowledged, to the fullest extent permitted by law and to the extent caused in whole or in part by Contractor, any subcontractor, any sub subcontractor, or anyone directly or indirectly employed by any of them, or over whom they exercise control, the Contractor shall indemnify, defend and hold harmless the Association, its officers, directors, members, agents and employees from and against any and all claims, demands, actions, liabilities, losses, damages, or expenses (including but not limited to fees and charges of attorneys, consultants, expert witnesses, and other professionals and court and/or arbitration costs) which may arise from the following: (a) alleged or actual bodily injury, personal injury, sickness, disease, or death to any persons subject to the limitations as set forth Section 4.1 of Terms of Service; (b) alleged or actual damage to any property; (c) breaches of this Contract, and the Contractor's Proposal; (d) claims of liens or liens by any person or party furnishing labor, materials, services, or equipment that are part of the work (including, without limitation, the defense of any actions, lawsuits, or proceedings brought against Association as a result of liens filed against the work, payments due Contractor); and (e) any and all agreements and contracts between Contractor and any third party concerning the work and Services.

Contractor and Association further acknowledge that this agreement of

indemnification shall be deemed part of the work. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of the Contractor are in addition to its other obligations under the Contractor's Proposal. This provision shall survive the termination or expiration of this Contract.

Notwithstanding the provisions Section 4.1 of Terms of Service, entitled Limitation of Liability, the parties agree that Section 4.1 the aggregate liability of the Contractor for any damages or liabilities set forth in this Section 4.1 will in no event exceed the limits of Contractor's insurance coverages.

8. **INSURANCE.** Contractor agrees to furnish insurance including General Liability insurance, and worker's Compensation insurance with such limits reasonably determined by the Association. The Contractor agrees to require any sub-contractor to maintain minimum insurance requirements as set forth above. The Contractor and any permitted sub-contractor agree to name the Association as additional insured, and as a party to receive all notices issued pursuant to the policy. The Contractor agrees to supply the Association with evidence of, and keep set insurance policies in full force and effect during the entire course of the work to be performed and shall name the Association as an additional insured. Contractor agrees to promptly replace or reinstate any cancellation policies. Contractor agrees that it shall perform no work under this Contract during such time as said insurance policies are not in full force and effect. A copy of the Contractor's Certificate of Insurance is attached hereto as Exhibit "B" attached hereto. The Contractor acknowledges that it is an independent contractor as defined in Florida Statute 440.02.

9. **WARRANTIES.** Contractor warrants to Association that all materials and equipment incorporated in the work will be new, and that all work will be of good quality, free from faults and defects, flaws and deficiencies. Any and all components of the work not conforming to these standards shall be considered defective. Further, Contractor expressly and unconditionally warrants and guarantees all labor and materials and materials provided to be fit for the purposes intended, including, but not limited to, any failure for a period of one (1) year(s) (the "Warranty Period") (not to be prorated from date of final acceptance of the work performed herein). Contractor hereby agrees that during the Warranty Period, any flaws or deficiencies in any component of the work or materials incorporated into the work shall be corrected, replaced, and/or restored (as the case may be) to first class working order at no cost or expense to the Association, normal wear and tear excluded. Contractor further warrants that it will comply with all manufacturer's specifications and requirements, and shall assign all manufacturer's warranties to Association, if any, immediately upon completion of the work.

10. **TERMINATION OF PRIOR CONTRACT.** Contractor currently provides services to the Association pursuant to that certain Service Activation Form entered into

by and between the Contractor and the Association, having Proposal # 123434, dated 10/01/2017 and signed by Sam Normandia on behalf of the Association on 10/4/2017 (the "Prior Contract"). A copy of the Prior Contract is attached hereto as Exhibit "C" and incorporated herein by reference. Simultaneously with the execution of this Contract, the Prior Contract shall be terminated (including any "Terms of Service" incorporated therein), effective immediately, provided, however, that such services that are being performed on behalf of the Association by the Contractor pursuant to the Prior Contract shall continue to be provided to the Association as part of the work to be performed under this Contract, at no additional charge. Furthermore, the parties agree upon termination of the Prior Contract there shall be no termination fees or other penalties or monies owed from the Association to the Contractor.

11. LIENS. The Contractor will save and keep the work and Association's property free from all mechanics liens and all other liens by reason of the Work or any materials furnished by Contractor in connection with the work. If the Contractor fails to remove such lien(s) by bonding it or otherwise, or if Contractor files a lien against the work or Association's property prior to the time when the amount required to be paid is payable to Contractor by Association under the terms of this Contract, Association may retain sufficient funds out of any money due or thereafter to become due by the Association to Contractor to pay the same and to pay all costs incurred by reason thereof, including reasonable attorneys' fees and the cost of any lien bonds that the Association may elect to obtain, and the Association may deduct said lien and costs out of any funds which are or which become due to the Contractor.

12. ASSIGNMENT AND SUB-CONTRACTOR. The Contractor shall not assign or transfer this Contract or any part thereof, or any interest therein, without the written consent of the Association. The Contractor shall not hire or use any sub-contractor without the prior written consent of the Association.

13. ATTORNEYS FEES. In the event of a dispute arising under this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

14. MISCELLANEOUS PROVISIONS. Any and all notices, offers, acceptances and communications relating to this Contract shall be given in writing by personal delivery, registered mail, certified mail or other form of delivery for which proof of delivery is

available. The venue for all proceeding shall be in Broward County, Florida. Each party retains the right to enforce the terms of this agreement in accordance with all remedies available in law or equity. Section 5.2 of the Terms of Service is deleted. But in the morning to take The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract. This Contract may be changed, modified or amended only by a written agreement signed by the parties. This Contract supersedes any prior agreements entered into between the parties relating to the subject matter of this Contract. In the event of a conflict of an obligation contained herein with any term or condition set forth in the Contractor Proposal, the terms of this Contract shall supersede and control over any terms set forth in the Contractor Proposal and in any related Exhibits attached thereto. If applicable, the parties expressly agree to waive any requirement to comply with Chapter 558, Florida Statutes. The recitals on the first page of this Contractor are true and correct and are incorporated by reference herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed the Contract herein on the date first above written.

LAUDERDALE WEST CONDOMINIUM  
ASSOCIATION NO. 1, INC.

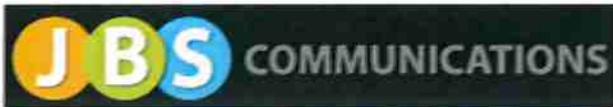
By: [Signature]  
Its: PRESIDENT  
Dated: 10-17-18

JBS COMMUNICATIONS, INC.

By: [Signature]  
Its: VP  
Dated: 10-17-18

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**EXHIBIT "A"**  
**CONTRACTOR'S PROPOSAL**



# Service Activation Form

**JBS Communications, Inc.**  
 4900 W ATLANTIC BLVD, Suite 11  
 MARGATE, FL 33063  
 (954) 956-9300

**Proposal #:** 148098  
**Date:** 10/08/2018  
**Quote Valid Until:** 11/07/2018  
**Order Type:** New Proposal  
**Sales Representative:** David Miller  
**Sales Rep. Email:** dmiller@jbscom.com  
**Payment Method:** Credit Card  
**Summary:**

**Customer Name:** Lauderdale West  
**Customer Since:** N/A  
**Contract Start:** TBD  
**Contract Maturity:** TBD  
**Term of Commitment:** 36 months from date of Service activation per the Terms of Service

## Customer Information

	Billing Address	Shipping Address
<b>Company:</b>	Lauderdale West	Lauderdale West
<b>Contact:</b>	Kristie Woods	Kristie Woods
<b>Street 1:</b>	1141 NW 85th Ave	1141 NW 85th Ave
<b>Street 2:</b>	Plantation, FL 33322	Plantation, FL 33322
<b>City, State, ZIP Code:</b>	954-473-8219	954-473-8219
<b>Phone:</b>		
<b>Fax:</b>		
<b>Mobile:</b>		
<b>Email:</b>		

## Monthly Recurring Charges (MRC)

QTY	Item ID	Description	Monthly	Tax	Monthly Ext.
3	100-01-EXTN10 New	Business Ext 10 Seats This package includes ten (10) Extensions with all standard Hosted PBX and VoIP features, and unlimited auto attendants. EXTN-10 is perfect for mid-sized companies who want to eliminate the cost and complexity of the phone closet. No domestic or international usage is included in the EXTN-10 subscription fees. International rates per our then published rates.	\$69.50	No	\$208.50
6	100-03-CALLPATHU	Unlimited Call Path Includes unlimited domestic (US and Can) termination (out-bound), unlimited inbound (non toll-free) calling.	\$19.95	No	\$119.70
4	100-05-DID	Domestic Telephone Number (DID) One (1) DID or Telephone Number (TN) in one rate center	\$2.95	No	\$11.80
2	100-06-E911	E911 Service Charge Monthly E911 Service Fee per DID, TN or unique physical address per Service Provider Terms of Service.	\$2.95	No	\$5.90
<b>MRC Subtotal</b>					<b>\$345.90</b>

## Non-Recurring Charges (NRC)

QTY	Item ID	Description	Price	Tax	Price Ext.
1	200-01-SETUPINST	Setup & Installation Reseller Provided Phone and system setup, hardware Install and Training VoIP services.	\$800.00	No	\$800.00
1	999-02-MISCNRCNT	3 Cisco Individule Switches for small offices Cables and Punch down.	\$500.00	No	\$500.00
14	700-POLYVVX300	Polycom VVX300 Used The Polycom VVX300 6-line entry-level business media phone is perfect for lower call volume environments that require crystal-clear communication and intuitive user interface. The VVX300 features a 208 x 104 backlit grayscale LCD screen, dual ethernet ports, and HD voice.	\$100.00	No	\$1,400.00
15	700-POLYVVX400	Polycom VVX400 Used The Polycom VVX400 12-line mid-range Business Media Phone is for today's office workers and call attendants who depend on crystal clear communications. The VVX400 features a 3.5" color LCD screen, dual	\$125.00	No	\$1,875.00

ethernet ports, and HD voice.

3	700-POLYVVX500 Expansion Module	Polycom VVX500 Expansion Module The Polycom VVX Expansion Module is a sidecar expansion module for the Polycom VVX Business Media Phones. You can add up to 3 VVX Expansion Modules to give you 90 additional keys helping turning your VVX phone into a desktop phone capable of handling multiple lines, call appearances, speed dials or BLF keys.	\$375.00	No	\$1,125.00
1	700-SPA122	Cisco SPA122 Phone Adapter with Router ATA device phone adapter with router that connects standard analog phones or fax machines to an IP-based data network.	\$89.95	No	\$89.95

NRC Subtotal

\$5,789.95



# Service Activation Form

**JBS Communications, Inc.**  
 4900 W ATLANTIC BLVD, Suite 1 Suite 1  
 MARGATE, FL 33063  
 (954) 956-9300

**Proposal #:** 148098  
**Date:** 10/08/2018  
**Quote Valid Until:** 11/07/2018  
**Order Type:** New Proposal  
**Sales Representative:** David Miller  
**Sales Rep. Email:** dmiller@jbscom.com  
**Payment Method:** Credit Card  
**Summary:**

**Customer Name:** Lauderdale West  
**Customer Since:** N/A  
**Contract Start:** TBD  
**Contract Maturity:** TBD  
**Term of Commitment:** 36 months from date of Service activation per the Terms of Service

Notes

Due at Signing	
Monthly Recurring	\$345.90
Non-Recurring	\$5,789.95
Sales Tax	\$359.28
USF Due	\$0.00
<b>Total Due at Signing</b>	<b>\$6,495.13</b>

Summary	
Monthly Recurring	\$345.90
Non-Recurring	\$5,789.95
Sales Tax	\$359.28
USF	\$0.00
<b>Total</b>	<b>\$6,495.13</b>

The undersigned acknowledges that they have received, read, accepted, and agreed to the JBS Communications, Inc. Terms of Service, and ALL JBS Communications, Inc. Terms and Conditions incorporated by this reference.

Please charge my existing credit card on file: Yes  No

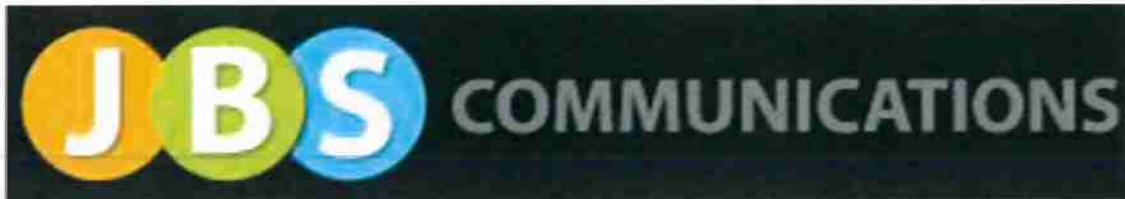
**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Confidential and Proprietary to JBS Communications, Inc.. This proposal is provided to the Entity(s) and Individual(s) listed above only, and may not be disclosed or forwarded to any other party without the express, written consent of JBS Communications, Inc..



These Terms of Service constitute the agreement (“Agreement”) between JBS Communications (“we,” “us” or “JBS Communications”) and the user (“you,” “user”, “Customer” or “Subscriber”) of JBS Communications’s business services and any related products or services (“Service”).

This Agreement governs both the Service and any devices, such as an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter, switch, router or any other IP connection device (“Device” or “Equipment”), used in conjunction with the Service. If you purchased Equipment from a dealer, retail store or other provider other than JBS Communications, you are a “Retail Customer” for purposes of this Agreement.

BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ, UNDERSTAND AND FULLY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

#### 1. EMERGENCY SERVICES – 911 DIALING

1.1 Non-Availability of Traditional 911 or E911 Dialing Service. The Service does not support traditional 911 or E911 access to emergency services in all locations. Where we do not offer traditional 911 or E911 access, we offer a feature known as “911 Dialing” which is a limited emergency calling service available only on JBS Communications -certified Devices or Equipment. The 911 Dialing feature may not work at all when used in conjunction with a Soft Phone, Virtual Numbers or Subscriber provided Customer Premise Equipment. Our 911 Dialing feature is not automatic; you must separately take affirmative steps, as described in this Agreement and on our website, to register the address where you will use the Services in order to activate the 911 Dialing feature. You must do this for each JBS Communications phone number that you obtain. The 911 Dialing feature of the Service is different in a number of important ways from traditional 911 or E911 service as described on our website page for 911 Dialing under “Features,” and below. You shall inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of (i) the non-availability of traditional 911 or E911, and (ii) the important differences in and limitations of the JBS Communications 911 Dialing feature as compared with traditional 911 or E911 dialing. The documentation that accompanies each Device that you purchase should include a sticker concerning the potential non-availability of traditional 911 or E911 dialing (the “911 Sticker”). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on each Device that you use with the Service. If you did not receive a 911 Sticker with your Device, or you require additional 911 Stickers, please contact our customer care department.

1.2 Registration of Physical Location Required. For each phone number that you use for the Service, you must register with JBS Communications the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address. You will register your initial location of use when you subscribe to the Service. Thereafter, you may register a new location by following the instructions from the “911” registration link on your JBS Communications web account dashboard features page. For purposes of the 911 Dialing feature, you may only register one location at a time for each phone line you use with the Service.

1.3 Confirmation of Activation Required. Your 911 Dialing feature will not be activated for any phone line that you are using with the Service, unless and until you receive an email from us confirming that the 911 Dialing feature has been activated for that phone line.

1.4 How Emergency Personnel are contacted. We contract with a third party to use the address of your registered location to determine the nearest emergency response center and then forward your call to a general number at that center. When the center receives your call, the operator will not have your address and may not have your phone number. You must therefore provide your address and phone number in order to get help. Some local emergency response centers may decide not to have their general numbers answered by live operators 24 hours a day. If we learn that this is the case, we will send your call instead to a national emergency calling center and a trained agent will contact an emergency center near you to dispatch help. You hereby authorize us to disclose your name and address to third-party service providers, including,



without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to your registered location.

**1.5 Service Outages. (a) Service Outages Due to Power Failure or Disruption.** 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

**(b) Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service.** Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

**(c) Service Outage Due to Suspension or Termination of Your JBS Communications Account.** Service outages due to suspension or termination of your account will prevent all Service, including 911 Dialing, from functioning.

**(d) Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts.** Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that JBS Communications is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing, which may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement.

**(e) Other Service Outages.** If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

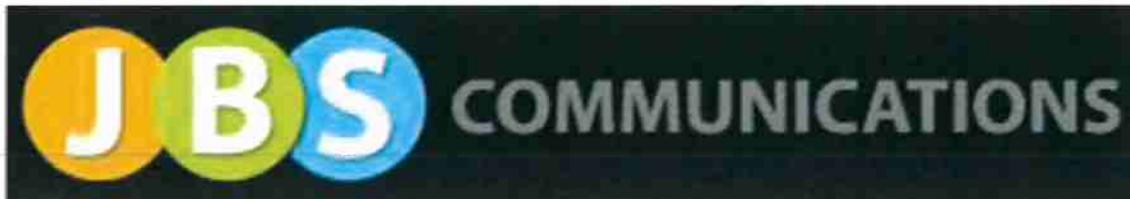
**1.6 Re-Activation Required if You Change Your Number or Add or Port New Numbers.** 911 Dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.

**1.7 Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls.** There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

**1.8 Possible Lack of Automatic Number Identification.** It may or may not be possible for the local emergency personnel to automatically obtain your phone number when you use 911 Dialing. Our system is configured to send the automatic number identification information; however, one or more telephone companies, not us, route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911 Dialing call may not be able to automatically obtain your phone number and call you back if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason.

**1.9 No Automated Location Identification.** In most service areas, it is not possible at this time to transmit to the local emergency response center the address that you registered for 911 Dialing. You will need to state the nature of your emergency promptly and clearly, including your location (and possibly your telephone number), as the operator will not have this information. Emergency personnel will not be able to find your location if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your location, or if the Service is not operational for any reason.

**1.10 Disclaimer of Liability and Indemnification.** We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local



emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither JBS Communications nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. ~~You shall defend, indemnify, and hold harmless JBS Communications, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.~~

**1.11 Alternate 911 Arrangements.** If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or terminating the Service.

## 2. SERVICE

**2.1 Term.** Service is offered on a monthly or multi-month basis as is determined in your Service activation or order form, or via our online ordering process. The term begins on the date that JBS Communications activates your Service and ends on the day before the anniversary date of your Term. Subsequent terms of this Agreement automatically renew on a monthly basis unless you give us written notice of non-renewal at least ten (10) days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You will also be responsible for the next full month's charges in the event that you do not provide the requisite ten-days' notice of termination prior to the expiration of the then-current term. Expiration of the term or termination of Service will not excuse you from paying all accrued and unpaid charges due under this Agreement.

### 2.2 Intentionally left blank

**2.3 Use of Service and JBS Communications provided Device.** You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service or the Device for any of the aforementioned or similar activities.

**2.4 Use of Service only.** For Service only customers, you are responsible for supplying, operating and supporting the Customer Premise Equipment for use with the Service. In addition, any customer-supplied equipment must be pre-approved by JBS Communications in writing. You shall not resell or transfer the Service to another party without our prior written consent. You are prohibited from using the Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that you have at any time used the Service for any of the aforementioned or similar activities.

### 2.5 Prohibited Uses.

**(a) Unlawful.** You shall use the Service and the Device only for lawful purposes. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device for an unlawful purpose. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service or the Device for an unlawful



purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, JBS Communications will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

(b) **Inappropriate Conduct.** You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or the Device in any of the aforementioned ways. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service or the Device in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, JBS Communications will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others

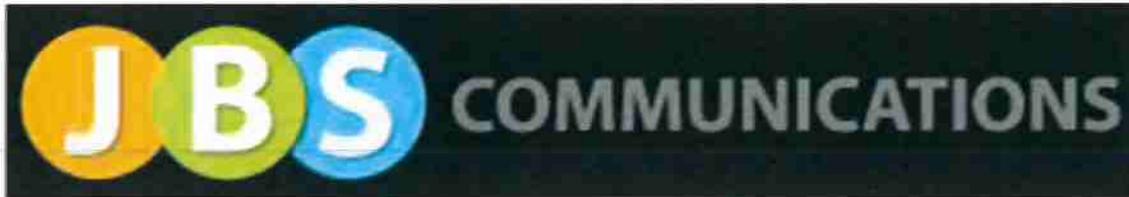
**2.6 Use of Service and Device by Customers outside the United States.** Although we encourage you to use of the Service to place calls to foreign countries from within the United States, we do not presently offer or support the Service in any countries other than the United States and Canada. If you use the Service or the Device outside of the United States or Canada, you will be solely responsible for any violations of local laws and regulations resulting from such use. We reserve the right to terminate your Service immediately if we determine, in our sole and absolute discretion, that you have used the Service or the Device outside of the United States or Canada.

**2.7 Copyright; Trademark; Unauthorized Usage of Device; Firmware or Software.**

(a) **Copyright; Trademark.** The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

(b) **Unauthorized Usage of Device; Firmware or Software.** You have not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that we will not provide any passwords, codes or other information or assistance that would enable you to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device that we have not provided to you. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

**2.8 Tampering with the Device or Service.** You shall not change the electronic serial number or equipment identifier of the Device or to perform a factory reset of the Device without our prior written consent. We reserve the right to terminate your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such termination, you will remain responsible for the full



month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

2.9 Theft of Service. You shall notify us immediately, in writing or by calling our customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service.

2.10 Return of Device (Does Not Apply to Customers who use Devices not provided by JBS Communications directly)

(a) Retail Customers. A Retail Customer may only return the Device to the retail store, dealer or other provider from which the Retail Customer purchased the Device. All returns will be subject to the return policy of such retail store, dealer or other provider. We will not accept any Device returned to us from a Retail Customer.

(b) Non-Retail Customers. Non-Retail Customers may return the Device to us within fourteen (14) days of the termination of Service to receive a credit for any termination fee (See Section 3.6) provided that:

- \* the Service is terminated within the first thirty (30) days following the activation of the Service;
- \* the Device is in original condition, reasonable wear and tear excluded;
- \* the original proof of purchase are returned with the Device, together with the original packaging, all parts, accessories, and documentation;
- \* prior to returning the Device to us, you obtain a valid return authorization number from our customer care department, which can be reached at [SP Email]. This e-mail address is being protected from spambots. You need JavaScript enabled to view it this email address is being protected from spam bots, you need JavaScript enabled to view it or [SP Phone]; and
- \* you pay all costs of shipping the Device back to us.

If you disconnect multiple lines, we will issue you a credit for all termination fees upon receipt of all Devices in accordance with the requirements set forth above.

If you receive cartons or Devices that are visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. In such event, you must keep the original carton, all packing materials and parts intact in the same condition in which they were received from the carrier and contact our customer care department immediately at [SP Email]. This e-mail address is being protected from spambots. You need JavaScript enabled to view it this email address is being protected from spam bots, you need JavaScript enabled to view it.

2.11 Number Transfer on Service Termination. Upon the termination of your Service, we may, in our sole and absolute discretion, release to your new service provider the telephone number that you ported (transferred or moved over) to us from your previous service provider and used in connection with your Service if:

- \* ~~such new service provider is able to accept such number;~~
  - \* ~~your account has been properly terminated;~~
  - \* ~~your account is completely current, including payment for all charges and applicable termination fees;~~
- and
- \* ~~you request the transfer upon terminating your account.~~

2.12 Service Distinctions. The Service is not a telecommunications service and we provide it on a best efforts basis. Important distinctions exist between telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.



2.13 Ownership and Risk of Loss. You will own the Device and bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped to you until the time (if any) when it is returned to us in accordance with this Agreement.

2.14 No 0+ or Operator Assisted Calling; May Not Support x11 Calling. The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

2.15 No Directory Listing. The phone numbers you obtain from us will not be listed in any telephone directories. Phone numbers transferred from your local phone company may be listed. As a result, someone with your phone number may not be able to utilize a reverse directory to lookup your address.

2.16 Incompatibility with Other Services.

(a) Security Systems. The Service may not be compatible with security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.

(b) Certain Broadband and Cable Modem Services. You acknowledge that the Service presently may not be compatible with some broadband services. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

### 3. CHARGES; PAYMENTS; TAXES; TERMINATION

3.1 Billing. When the service is activated, you must provide us with a valid email address and a credit or debit card number from a card issuer that we accept. We reserve the right to stop accepting credit or debit cards from one or more issuers. If your credit or debit card expires, you close your account, your billing address changes, or your credit or debit card is canceled and replaced on account of loss or theft, and you must advise us at once. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears) to your credit or debit card, including but not limited to:

- \* activation fees;
- \* monthly Service fees;
- \* international usage charges;
- \* advanced feature charges;
- \* equipment purchases;
- \* termination fees; and
- \* shipping and handling charges.

The amount of such fees and charges shall be published on our website and may change from time to time. Notification of monthly invoices will be sent to you via your email address on file with us. We reserve the right to bill at more frequent intervals if the amount you owe to us at any time exceeds \$250. Any usage charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on our website.

3.2 Billing Disputes. You must notify us in writing ~~within seven days~~ ← within sixty 60 days after receiving your credit or debit card statement if you dispute any JBS Communications charges on that statement or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to:

Customer Care Billing Department

JBS Communications

[SP Address]

[SP Email]



This e-mail address is being protected from spambots. You need JavaScript enabled to view it. This email address is being protected from spam bots, you need JavaScript enabled to view it

### 3.3 Payment and Collection.

(a) Payment. We only accept payment by credit or debit card, unless other payment terms have been explicitly agreed to in writing by JBS Communications. Your subscription to the Service authorizes us to charge your credit or debit card. This authorization will remain valid until 30 days after we receive written notice from you terminating our authority to charge your credit or debit card, whereupon we will charge your credit or debit card for the termination fee, if applicable, and any other outstanding charges and terminate your Service. We may terminate your Service at any time in our sole and absolute discretion if any charge to your credit or debit card is declined or reversed, your credit or debit card expires and you have not provided us with a valid replacement credit or debit card or in case of any other non-payment of account charges.

(b) Collection. If your Service is terminated, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and attorney's fees.

3.4 Termination; Discontinuance of Service. We reserve the right to suspend or discontinue the Service generally, or to terminate your Service, at any time in our sole and absolute discretion. If we discontinue the Service generally, or terminate your Service without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated on account of your breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable.

3.5 Taxes. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to your credit card as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such certificate.

3.6 Termination Fee. You may be charged a termination fee specified per phone number or device, and the FULL RETAIL PRICE for each Device supplied by JBS Communications if you're Service is terminated for any reason during the Term following the activation of your Service.

### 3.7 Money Back Guarantee; Limitations and Conditions.

(a) Money Back Guarantee. We offer Business subscribers a 30-day money back guarantee from the date of activation of Service. The money back guarantee applies only to the first-ordered service package, not to additional or secondary orders. We will refund the activation fee and monthly charge for first month of Service provided that:

- \* you have not exceeded 2500 minutes of usage; and
- \* you cancel your Service within the 30-day period.

Federal excise taxes and any other applicable taxes cannot be refunded. You will remain responsible for any charges for usage fees including but not limited to local or international usage, calls to JBS Communications toll free numbers and directory assistance. We reserve the right to terminate or revoke this money back guarantee at any time, without prior notice.

3.8 Payphone Charges. If you use our "Toll Free" feature or any toll free feature that we offer in the future, we will be entitled to recover from you any charges imposed on us either directly or indirectly in connection with toll free calls made to your number. We may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion, as we deem appropriate for the recovery of these costs.



3.9 Charges for Directory Calls (411). We will charge you a specified for each call made to JBS Communications directory assistance.

3.10 Charges for Conference Bridge Calls. We will charge you per minute for each caller who calls into your conference bridge. Your Conference Bridge per minute usage fee will be the lower of (i) 3.9 cents per minute, or (ii) the per minute Conference Bridge usage fee determined in your Service Activation Form or online order form. Per minute usage fees will be calculated based on all participants on the conference bridge, including on-network and off-network participants.

#### 4. LIMITATION OF LIABILITY; INDEMNIFICATION; WARRANTIES

4.1 Limitation of Liability. We will not be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- \* an act or omission of an underlying carrier, service provider, vendor or other third party;
- \* equipment, network or facility failure;
- \* equipment, network or facility upgrade or modification;
- \* force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- \* equipment, network or facility shortage;
- \* equipment or facility relocation;
- \* service, equipment, network or facility failure caused by the loss of power to you;
- \* outage of, or blocking of ports by, your ISP or broadband service provider or other impediment to usage of the Service caused by any third party;
- \* any act or omission by you or any person using the Service or Device provided to you; or
- \* any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Dialing) to be connected or completed, or forwarded.

Our aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.

4.2 Disclaimer of Liability for Damages. IN NO EVENT WILL JBS Communications, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. **THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.**

#### 4.3 Indemnification and Survival.

(a) Indemnification. You shall defend, indemnify, and hold harmless JBS Communications, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party or user of the Service, relating to the Services, including, without limitation, 911 Dialing, or the Device.

(b) Survival. The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

4.4 No Warranties on Service. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR



ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, AND DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER JBS Communications NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF JBS Communications 'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY JBS Communications OR JBS Communications' AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

#### 4.5 Device Warranties.

(a) Limited Warranty. Except as set forth herein, if you received the Device new from us and the Device included a limited warranty at the time of receipt, you must refer to the separate limited warranty document provided with the Device for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation.

(b) No Warranty. If your Device did not include a limited warranty from us at the time of receipt, you are accepting the Device "as is". You are not entitled to replacement, repair or refund in the event of any defect.

(c) Disclaimer. OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE AND THE RETAIL CUSTOMER LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE. DEVICE WARRANTIES DO NOT APPLY TO BUSINESS CUSTOMERS.

4.6 No Third Party Beneficiaries. No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

4.7 Content. You will be liable for any and all liability that may arise out of the content transmitted by you or to any person, whether authorized or unauthorized, using your Service or Device (each such person, a "User"). You shall assure that your and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to terminate or suspend your Services and remove you or your Users' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform to the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of your or Users' use or content.

4.8 Recording Conversations. JBS Communications provides a function that allows a user or Subscriber to record individual telephone conversations. The laws regarding the notice and notification requirements of



such recorded conversations vary by state to state. Subscriber is solely responsible for applying the local laws in the relevant jurisdiction when using this feature.

#### 5. MISCELLANEOUS

**5.1 Governing Law.** The Agreement and the relationship between you and us are governed by the laws of the [SP State] without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 5.2, you shall submit to the personal and exclusive jurisdiction of the courts located within the [SP State] and waive any objection as to venue or inconvenient forum.

**5.2 Mandatory Arbitration and No Jury Trial.** Any dispute or claim between you, any member of your household or any guest or employee of you and us arising out of or relating to the Service or Device will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in [SP County], [SP State]. The arbitrator's decision will follow the plain meaning of the relevant documents, and will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. **REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.** All claims shall be arbitrated individually. You shall not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. **THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND AN AGREEMENT TO BE SUBJECT TO JURISDICTION IN, AND CONDUCT ARBITRAL PROCEEDINGS IN, [SP COUNTY] [SP State].**

**5.3 No Waiver of Rights.** Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

**5.4 Entire Agreement.** This Agreement, including any future modifications as may occur within the terms of the Agreement, and the rates for Services found on our website constitute the entire agreement between you and JBS Communications and govern the use of the Service by you, members of your business, employees and guests. This Agreement supersedes any prior agreements between you and JBS Communications and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

**5.5 Severability.** If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

#### 6. FUTURE CHANGES TO THIS AGREEMENT

We may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on [SP Website]. JBS Communications will make best efforts to notify Customers in advance via email regarding changes to the terms and conditions of this Agreement. Such changes will become binding on you on the date they are posted to our website and no further notice by us is required upon your continued use of the Service. The Agreement as and when posted supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms included with the packaging of the Device and also supersedes any written terms provided to Retail Customers in connection with retail distribution, including, without limitation, any written terms enclosed within the packaging of the Device.

#### 7. PRIVACY

JBS Communications Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. JBS Communications is not liable for any lack of privacy, which may be experienced with regard to the Service. Please refer to our website at [SP Website] for additional Privacy Policy information.



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**EXHIBIT "B"**  
**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc 520 Madison Avenue 32nd Floor New York NY 10022		<b>CONTACT NAME</b> PHONE (A/C, No, Ext): 888-202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
<b>INSURED</b> JBS Communications Inc 4900 W. Atlantic Blvd Suite 1 Margate FL 33063		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hiscox Insurance Co NAIC #: 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF MM/DD/YYYY	POLICY EXP MM/DD/YYYY	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	UDC-1407761-CGL-16	01/01/2018	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen.Agg \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A			WC STATU OTH- TORT LIMITS EA E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Lauderdale West 1141 NW 85th Ave Plantation, Florida 33322	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**EXHIBIT "C"**  
**PRIOR CONTRACT**



# Service Activation Form

JBS Communications, Inc.  
 Coconut Creek, FL 33073  
 (954) 956-3300

Proposal #: 123434  
 Date: 10/03/2017  
 Quote Valid Until: 11/02/2017  
 Order Type: New Proposal  
 Sales Representative: David Miller  
 Sales Rep. Email: dmiller@jbscom.com  
 Payment Method: ACH  
 Summary:

Customer Name: Lauderdale West  
 Customer Site: N/A  
 Contract Start: TBD  
 Contract Metering: TBD  
 Term of Commitment: 24 months from date of Service activation per the Terms of Service

## Customer Information

	Billing Address
Company:	Lauderdale West
Contact:	Edna
Street 1:	1301 NW 87TH LN
Street 2:	
City, State, ZIP Code:	PLANTATION, FL 33322
Phone:	954-473-2595
Fax:	
Mobile:	
Email:	

	Shipping Address
Company:	Lauderdale West
Contact:	Edna
Street 1:	1301 NW 87TH LN
Street 2:	
City, State, ZIP Code:	PLANTATION, FL 33322
Phone:	954-473-2595
Fax:	
Mobile:	
Email:	

## Monthly Recurring Charges (MRC)

Qty	Item ID	Description	Monthly	Tax	Monthly Ext.
1	100-06-E911	E911 Service Charge Monthly E911 Service Fee per DID, TN or unique physical address per Service Provider Terms of Service.	\$2.95	No	\$2.95
1	100-05-DID	Domestic Telephone Number (DID) One (1) DID or Telephone Number (TN) in one rate center	\$2.95	No	\$2.95
2	100-03-SIPTRUNK	Enhanced SIP Trunk Connects to a physical premise device. Includes Disaster Recovery	\$27.00	No	\$54.00
<b>MRC Subtotal</b>					<b>\$59.90</b>

## Non-Recurring Charges (NRC)

Qty	Item ID	Description	Price	Tax	Price Ext.
2	200-01-LNPORT	Local Number Port (LNP) Fee per telephone number ported	\$25.00	No	\$50.00
<b>NRC Subtotal</b>					<b>\$50.00</b>



# Service Activation Form

JBS Communications, Inc.  
 4481 NW 49th Court  
 Coconut Creek, FL 33073  
 (954) 956-9300

Proposal #: 123434  
 Date: 10/03/2017  
 Quote Valid Until: 11/02/2017  
 Order Type: New Proposal  
 Sales Representative: David Miller  
 Sales Rep. Email: dmiller@jbscom.com  
 Payment Method: ACH  
 Summary:

Customer Name: Lauderdale West  
 Customer Site: N/A  
 Contract Start: TBD  
 Contract End: TBD  
 Term of Commitment: 24 months from date of Service activation per the Terms of Service

Notes

Due at Signing	
Monthly Recurring	\$59.90
Non-Recurring	\$50.00
Sales Tax	\$31.26
USF Due	\$0.00
<b>Total Due at Signing</b>	<b>\$141.16</b>

Summary	
Monthly Recurring	\$59.90
Non-Recurring	\$50.00
Sales Tax	\$31.26
USF	\$0.00
<b>Total</b>	<b>\$141.16</b>

The undersigned acknowledges that they have received, read, accepted, and agreed to the JBS Communications, Inc. Terms of Service, and ALL JBS Communications, Inc. Terms and Conditions incorporated by this reference.

Please charge my existing credit card on file: Yes  No

Signature: Sam Norwardia

Title: DIRECTOR

Print Name: SAM NORWARDIA

Date: 10/4/17

Confidential and Proprietary to JBS Communications, Inc.. This proposal is provided to the Entity(s) and Individual(s) listed above only, and may not be disclosed or forwarded to any other party without the express, written consent of JBS Communications, Inc..