

**Service Agreement
Terms and Conditions**

PLEASE READ THE FOLLOWING CAREFULLY. YOU MAY NOT USE THE SERVICE UNTIL YOU ACCEPT THE TERMS OF THIS AGREEMENT. BY CLICKING THE "SUBMIT" BUTTON DURING THE LOGIN PROCESS AND BY USING THE SERVICE (INSTALLING THE SOFTWARE), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "CANCEL" BUTTON AND MAY NOT USE THE SERVICE (OR INSTALL THE SOFTWARE).

This Service Agreement (the "Agreement") describes your rights to access, install and use the web conferencing service and/or software (versions 11.x and thereafter) (the "Service"). The Service is being provided by BroadSoft iLinc Communications, Inc., a Delaware corporation (collectively with our authorized agents, resellers and distributors "iLinc"), to the person or entity ("you" or "Customer") who is identified on the purchase order (the "Purchase Order"), (collectively with the individuals who are authorized by Customer to access the Service the "End Users"). The Service is provided to the Customer and its authorized End Users on the condition that their use abides at all times by the terms and conditions of this Agreement.

- 1. Registration.** To use the Service, Customer must complete the registration form provided online (or the Purchase Order if a paper format is used). The type of Service provided to Customer, the number of named users and the number of authorized End Users, and any associated fees or charges are also identified on the Purchase Order. As part of the registration process for the Service, Customer agrees to provide certain information about Customer ("Customer Information") and maintain and update this Customer Information as required to keep it current, complete and accurate. Should iLinc discover that any Customer Information is inaccurate or incomplete, iLinc may terminate Customer's and its End Users' access to the Service immediately upon notice. iLinc will evaluate Customer Information on a timely basis, and reserves the right, in its sole discretion, to reject any Customer or registration application if it determines that the Customer is not an appropriate user of the Service. Specifically iLinc may refuse access to the Service to any Customer who has been suspended or who has canceled previous accounts. If the Customer is an individual, Customer is representing that he/she is a person over 18 years of age, and if a entity, that the person completing the Purchase Order is authorized by Customer to do so and is over 18 years of age.
- 2. Rate Plans.** The Service is being offered under various service and rate plans ("Rate Plans") that may be found on Customer's Purchase Order. Please refer to Customer's individual Rate Plan for information about fees and charges that may apply to Customer's account. A subscription plan will continue and will renew automatically unless terminated by Customer by notifying iLinc thirty (30) days prior to the renewal of the subscription period. If annual, monthly or other periodic fees apply, these fees will be billed automatically (either to the credit card designated during the registration process or by invoice), unless Customer terminates the subscription. By your registration and use of the Service, Customer agrees to pay all fees and charges incurred in connection with use of the Service (including any applicable taxes) in accordance with this Agreement, the Purchase Order and Rate Plan in effect and applicable to Customer. Unless otherwise indicated on the Purchase Order, iLinc may change the amounts reflected on the Rate Plan or add new fees or charges, by giving Customer prior written notice, permitting Customer to pay the revised fees and charges or terminate use of the Service. Charges associate with a Rate Plan for a term (e.g., an annual subscription) and will not change during the initial subscription term.
- 3. Early Termination Fee.** Customer may cancel this Agreement, for any reason, within thirty (30) days of signing the Purchase Order; provided, however, that if you cancel service, you will remain responsible for any service fees and charges incurred up to the date of termination.
- 4. Credit Cards.** As a condition to access and use of the Service, Customer must provide iLinc with a valid credit card number (or a debit card number with authorization to debit the account) (the "Card") belonging to Customer which will at all times have available credit (or debit balance) sufficient to pay the applicable fees and charges. Customer's credit card will be billed on either the first day of each month or the first day of the billing cycle (i.e., the commencement date of this Agreement). In the event the Card is cancelled or has insufficient credit (or balance), Customer must immediately provide iLinc with a new valid Card. In the event any Card is not valid or is rejected, Customer will be deemed to be in breach of this Agreement, and iLinc may immediately terminate this Agreement and access to the Service. No invoice or receipt will be provided to Customer for this electronic authorization. If Customer does not notify iLinc of any errors or discrepancies within sixty (60) days after they first appear on any statement, Customer will be considered to have accepted the amounts charged. Customer releases iLinc from any and all liability and claims resulting from any such error or discrepancy that is not reported to iLinc within such sixty (60) day notice period. This Section shall not apply to those Customers who are invoiced net thirty (30) days.
- 5. Trial Offers, Coupons, Credits and Special Offers.** iLinc reserves the right to discontinue or modify coupons, credits and special promotional offers in iLinc's sole and absolute discretion. iLinc encourages initial use of the Service through free trials. However, each Customer is only entitled to one registration of a free trial. Free trial terms vary. iLinc is authorized to begin billing Customer's Card at the end of the free trial period unless Customer cancels the special promotional offer and use of the Service prior to the end of the free trial period. CUSTOMER MUST CANCEL PRIOR TO THE END OF ITS FREE TRIAL TO AVOID CHARGES TO THE CARD.

6. Right to Use Service & Usage Restrictions. Subject to the terms and conditions of this Agreement, iLinc hereby grants to Customer (and each of its authorized End Users), a limited, non-exclusive, non-transferable, revocable right to access and use the Service, as well as any related documentation, instructions, evaluations, or other written materials. Customer agrees to provide access to the Service only to its authorized End Users during the term of this Agreement. This Agreement shall apply to any Service initially provided to Customer, as well as any subsequent versions, revisions or updates of the Service provided to Customer. Customer hereby agrees not to access and/or use the Service to: (a) send unsolicited commercial mass email ("Spam") in violation of any applicable law or this Agreement; (b) request, collect and/or store sensitive data (such as credit card numbers or social security numbers) from online meeting or attendees; (c) communicate any message or material that is deemed defamatory, harassing, threatening, indecent, obscene, libelous, slanderous, pornographic or otherwise unlawful; (d) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; or (e) encourage conduct that could be a criminal or civil offense under any applicable law, statute, ordinance or regulation. Customer shall not access and/or use the Service in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the iLinc online web site, Service or the networks or security systems of iLinc. Specifically, (i) the sending of any form of unsolicited bulk email through iLinc or its data centers and (ii) the sending of unsolicited bulk email from another internet service provider where those messages violate this Agreement is prohibited. Customer may not resell, distribute, or otherwise use the Service on a timeshare or service bureau basis. iLinc reserves the right to take any action it deems necessary, appropriate or desirable in its sole discretion, with respect to any such prohibited content or spam email communications that violate this Agreement of which iLinc may become aware, at any time. Furthermore, the maximum bursting capacity is not to exceed 1,000 attendees. Bursting is not enabled for the iLinc webinar service and the maximum number of registrations for a session is limited to 1,500 individuals.
7. Named Host Licensing Restrictions. If the Purchase Order reflects the selection of iLinc's Named User Service Model, Customer will provide a list of identified individuals (collectively, a "Named Host") that will each have access to their own individual room, with the number of participants (guests) not exceeding the number per room identified on the Purchase Order. Only a Named Host may host a meeting in his/her assigned room, and the Named Host must be present as the host during the meeting. A Named Host possesses individual authority that is not transferable to any other person, and each Named Host agrees not to share his/her username and/or password with any person other than the administrator of Customer's iLinc site. Customer agrees that the number of guests that are permitted to attend a session will not exceed the number of guests identified on the Purchase Order. Customer shall maintain a list of all Named Hosts that have been assigned rooms. Once initially assigned, Customer may only reassign the room to a different person if the original Named Host is no longer using the room. iLinc reserves the right to audit the site and the records of Customer to ensure compliance with this Section 7. iLinc will be responsible for the cost of the audit unless it is discovered that Customer has violated the terms of this Section 7 (e.g., Named Hosts permitting others to use their room or improperly reassigning a room) in which case the cost of the audit shall be borne by Customer. Should Named Hosts provide access to others in violation of these terms, then iLinc may charge Customer for the duration of the meeting using the greater of the prevailing retail per-minute or the per-minute rate identified on the Purchase Order.
8. Customer Content. Customer shall be solely responsible for all content transferred by Customer or any other party in connection with Customer's access and/or use of the Service, including all visual, written and/or audible communications. If, in the process of using the Service, Customer or any End User uploads, records or otherwise transmits any content to an iLinc Web server, (including any PowerPoint® presentations, photographs, illustrations, icons, articles, text, audio clips, or video clips (collectively, the "Content")), then Customer represents and warrants to iLinc that Customer: (a) is the owner or authorized user of the Content; (b) is solely responsible for the Content; and (c) acknowledges and agrees that iLinc neither controls nor guarantees the accuracy, integrity, or quality of the Content. Customer will not use the Service or upload, record or otherwise transmit any Content that contains any viruses or other software that is intended to damage or interfere with (or surreptitiously intercept or capture) any system, data or personal information. Because Customer and its End Users will be in control of the Content displayed online as a part of use of the Service, Customer understands that by using the Service End Users may be exposed to Content that is improper, offensive or a violation law, and therefore under no circumstances will iLinc be liable to any person or entity for any alleged damages sustained by the distribution of the Content to any End User. Upon termination of this Agreement, Customer agrees that any Content posted to the Customer's iLinc site will not be returned to Customer and iLinc shall be entitled to remove such Content from the iLinc site. Should Customer or an End User submit technical support questions or comments to iLinc, Customer agrees that iLinc may edit and post such questions or comments with a response (without revealing personal information), on iLinc's customer support Web site and that all such questions, comments or responses shall remain iLinc's property. Customer will provide to iLinc all branding materials. The amount of data storage provided to Customer is 1GB for content and recording. Additional storage will be provided in blocks of 1GB at \$50.00 per month per block, or as reflected on the "Purchase Order."
9. Customer Data. Customer Data is used by iLinc to communicate with Customers and administer this Agreement, and iLinc may use it for those purposes and as otherwise provided in this Agreement or an order for Service. All Customer Data shall remain the sole and exclusive property of Customer. "Customer Data" means Customer or End User Data provided to iLinc that is not Content transmitted by the Service, but which Customer or End User separately provides to iLinc in the course of the parties' relationship, including, but not limited to any personal data of Customer or Customer's employees.
10. Access to Customer Data or Content. iLinc may access or disclose Customer Data or Content and related information, to: (a) provide and operate this Service; (b) satisfy legal requirements, comply with the law or respond to subpoenas warrants, court orders or other lawful requests or legal process; (c) protect the rights or property of iLinc or our customers, including the enforcement of our agreements or policies governing our customers' use of the Services; or (d) act on a good faith belief that such

access or disclosure is necessary to protect the personal safety of iLinc employees, customers or the public.

11. Technical Support and Maintenance

- (a) Customer may subscribe for iLinc Premium support services, descriptions of which may be viewed at <http://www.ilinc.com/premium-support-options>. In the event Customer wishes to subscribe to Premium support services it may do so via the Purchase Order. Unless otherwise indicated on the Purchase Order, iLinc will provide only Basic support (as described below, "Basic Support") and such Basic Support will be provided to Customer and Customer's customers that use iLinc. Customer may access iLinc's Premium and Basic support services through submission of a trouble ticket using iLinc's "Submit a Ticket" process (found at: <http://www.ilinc.com/services/support/submit-a-ticket/>) or by telephone by calling the number indicated on Customer's site or individual "My Account" page. In addition to telephone support, Customers may also use iLinc's customer support portal (found at: <http://www.ilinc.com/services/support/customer-portal/>), which provides additional self-service information and includes access to frequently asked questions ("FAQs"), knowledge base, support chat and training materials. iLinc's Basic Support is provided during iLinc's normal support hours of 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday (excluding all U.S. federal holidays). Basic Support will address issues related to use of the Service (e.g., registration, navigation, configuration, installation and troubleshooting), but will not include issues with respect to any End Users' own Internet connectivity issues or computer hardware issues.
- (b) iLinc may conduct maintenance of the iLinc hosted Service sites, which will normally be performed each Saturday from 6:00 p.m. to 11:00 p.m. Pacific Time. During such scheduled maintenance time, among other things, iLinc may make periodic changes or upgrades to the Service (a "Maintenance Release") and access to the Service may not be available for use by Customer or its End Users during such scheduled maintenance time. iLinc will update all documentation as appropriate when these changes result in new and/or improved features and/or functionality of the Service. Customers will automatically receive new Maintenance Releases during regularly scheduled maintenance periods.

12. Payments and Late Charges. Unless otherwise specified in the Purchase Order, all invoices for use of the Service will be due thirty (30) days from the date of the invoice. Any undisputed amount not received when due shall accrue interest at the rate of one and one-half percent (1.5%) per month until paid in full. iLinc is entitled to recover any sums expended in connection with the collection of undisputed sums not paid when due, including reasonable attorneys' fees. iLinc may terminate this Agreement and use of the Service, if iLinc does not receive payment of the fees and charges when due. All service fees and charges are non-refundable (except for sums due to Customer as a result of a Limited Warranty claim submitted within the Warranty Period, or an Intellectual Property claim as set forth herein). Should Customer continue to use the Service after termination of this Agreement, Customer agrees to pay the per-minute or monthly fees associated with use of the Service as long as the Service is used by Customer or its End Users at the then current prevailing published rates. Monthly service and certain other charges are billed one (1) month in advance, and there is no proration of such charges if Service is terminated any day other than the last day of Customer's billing cycle. Customer agrees to pay the lesser of thirty dollars (\$30) or the highest amount allowed by law for any check or other instrument tendered by Customer and returned unpaid by a financial institution (including credit card charge backs).

13. Per-Minute Conferencing. For Customers using the Service on a per-minute basis, iLinc will provide access to conferencing services (which may include audio and/or web conferencing on an a-la-carte basis, and may include operator assisted calls, or access to national and international conferencing on an automated basis). Customer may use its host and participant personal identification numbers ("PIN's") to access the Service, and iLinc will undertake no extra security precautions unless requested in advance of the audio conference call. Unless otherwise provided in the Purchase Order, Customer agrees to pay for all per-minute web conferencing at the rate of twenty-nine cents (\$0.29) per minute per participant, and agrees to pay for all audio conferencing at the rate of fifteen cents (\$0.15) per minute per participant for toll-free reservationless service, or twenty-nine cents (\$0.29) per minute per participant for toll-free operator assisted service. Charges for web and audio usage on a per-minute basis will include up to twenty (20) minutes before the Named Host arrives and twenty (20) minutes after the Named Host departs the session. Use of call recording features may subject Customer and its End Users to state or federal laws or regulations. Customer and End Users are responsible for compliance with any applicable state or federal laws or regulations related to recording of a conversation, including any required notification to their End User participants.

14. Term and Termination.

- (a) The term of this Agreement shall commence upon the earlier of: (i) the date that iLinc accepts Customer's Purchase Order, or (ii) that date that Customer first uses the Service and will continue until the end of the applicable period (monthly or annually) as indicated on the Purchase Order, subject to earlier termination in the event of breach as provided herein. If Customer subscribes for a periodic service term, upon expiration of the initial term, this Agreement shall automatically renew for successive renewal terms (for the same subscription period as indicated on the Purchase Order; provided, however, if the initial term is greater than one (1) year, any successive renewal terms will be for a term of one (1) year) until terminated as provided herein.
- (b) Subject to Section 14(c), either party may terminate this Agreement (i) at the end of any initial or renewal term by providing the other party written notice of termination at least thirty (30) days prior to the end of such term, (ii) if (A) the other party breaches any material term or condition of this Agreement and, if such breach can be cured, fails to cure such breach within thirty (30) days after receipt of written notice of the same; or (B) the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, or assignment for the

benefit of creditors, and if involuntary, if such petition or proceeding is not dismissed within sixty (60) days of filing.

- (c) If Customer is invoiced net thirty (30) days, iLinc may terminate this Agreement if Customer fails to make timely payment of any fees due and such breach is not cured within five (5) days after receipt by Customer of written notice of such breach.

15. Rights of iLinc After Termination of this Agreement. In the event that iLinc determines that there has been a breach of this Agreement, after iLinc provides notice and Customer fails to cure in accordance with Section 14, iLinc may immediately revoke the right to use the Service granted to Customer, prohibit Customer's use of the Service and Customer shall immediately discontinue use of the Service. Customer and each End User agree that iLinc may enforce any breach of this Agreement by means of equitable relief (including, but not limited to, injunctive relief), in addition to any other available rights and remedies. Upon termination, all payment obligations of Customer due through the date of termination shall be then due and payable, regardless of revocation of Customer's right to use the Service.

16. Limited Warranty. iLinc warrants to Customer that the Service will operate substantially in accordance with functions and features described in the Administrator's User Guide (the "Documentation") provided to Customer (the "Limited Warranty"). This Limited Warranty shall apply for a period of thirty (30) days beginning on the later of: (i) the date of purchase of the Service; or (ii) the date that the Service is first available for use by Customer (the "Warranty Period"). iLinc will modify or replace, at no additional charge to Customer, the Service to correct any reproducible error that causes the Service not to perform substantially in accordance with the Documentation, provided that Customer reports the malfunction to iLinc during the Warranty Period. In the event that iLinc is unable after reasonable efforts to correct any such material error, iLinc may during the Warranty Period at iLinc's sole discretion terminate this Agreement and, upon return of the Service to iLinc, iLinc shall provide to Customer a pro-rata refund of the unused portion of the fees paid for the affected Service. All warranty claims not made in writing or not received by iLinc within the Warranty Period shall be deemed to have been waived by Customer. Customer's sole and exclusive remedy for a breach of the Limited Warranty shall be replacement of the Service or a pro-rata refund of the unused portion of the fees paid for the affected Service. The Limited Warranty specifically does not cover problems, complaints, issues or claims made by Customer resulting from events and circumstances outside the control of iLinc. Such problems, complaints, issues or claims that may impact the Service's functions and features and/or the user's experience, but yet are not a valid warranty claim may include, but not are limited to, slowdown or loss of Internet connectivity causing a disconnection to the server, firewall and proxy difficulties that prevent connection to the server, customer service and training questions about the use of functions or features, an End User's computer hardware malfunctions, software on an End User's computer that interferes with operation of the Service (e.g., video drivers), simple End User error, or interruptions caused by third party hardware and software outside the control of iLinc. Except as otherwise and specifically provided by the Limited Warranty, the Service is provided to Customer and its End Users "as is," with all faults. iLinc does not warrant that the Service will operate in combination with any other software selected by Customer, nor that it will operate in an uninterrupted manner including as a result of Internet disruptions. iLinc does not guarantee that its procedures and services will prevent loss, alterations or unauthorized access to Customer Data or Content hosted, distributed or delivered through any facility employed in the delivery of the Service or in the performance of this Agreement.

17. Intellectual Property Indemnity.

- (a) iLinc agrees to defend at its expense any claim made or action brought against Customer based on an allegation that the Service or its usage, by itself and in unmodified form, infringes or misappropriates a third party's United States copyright, trade secrets, patent or other intellectual proprietary right ("Intellectual Property Indemnity"). iLinc shall have control of the defense and shall pay any amount awarded either as damages or costs in any such action provided that Customer promptly notifies iLinc of the claim or action, and shall give iLinc the information and assistance it reasonably requests in defending and/or settling the action. iLinc may, in its sole discretion and expense, negotiate a settlement or compromise of the claim or action so long as such settlement does not impose on Customer any monetary obligation.

- (b) In the event that a settlement is reached or an injunction is obtained prohibiting the use of the Service, iLinc shall at its expense either procure the rights to allow Customer's continued use of the Service, or replace or modify the Service so that it is non-infringing. Should the intellectual property claim result in Customer's inability to use the Service, Customer shall cease using the Service and iLinc shall repay to Customer a pro-rata refund of any unearned fees actually paid.

- (c) Customer agrees to defend at its expense any claim made or action brought against iLinc (and iLinc's subsidiaries, affiliates, officers, employees, and directors) from any and all third party claims, liabilities, damages and/or costs (including attorney fees) due to or arising directly out of Customer's (or any End User's): (i) use of the Service use of the Service other than in a manner set forth in the Documentation; violation of this Agreement by Customer or any of its officers, directors, employees, agents or representatives or End Users; (ii) unauthorized use of the Service or known breach of security; or (iii) infringement or violation, of any intellectual property or other right of any person or entity related to the Customer's Content.

18. Ownership and Reservation of Rights. Customer acknowledges and agrees that the Service and iLinc's intellectual property (i.e., iLinc's source code, copyrighted material, trademarks, service marks, trade secrets and proprietary and confidential information) are the property of iLinc, subject to Customer's use of the Service pursuant to this Agreement and that iLinc retains all rights in its intellectual property, including any enhancements thereto or derivative works thereof. It is expressly understood and agreed that title to, or ownership of, any part of the Service or any related items provided hereunder, including any enhancements thereto or derivative works thereof, shall not be transferred to Customer. Customer agrees not to use iLinc's service marks and trademarks and brand names (collectively, the "Marks") relating to the Service without iLinc's prior written permission. iLinc reserves all rights

related to the Marks not expressly granted in this Agreement. iLinc's grant of any right to use the Service is subject to the rights retained by iLinc, which are exercisable in iLinc's sole discretion without notice. iLinc irrevocably reserves the right: (a) to improve, update and modify the Service; (b) restrict access to the Service; or, (c) to distribute and grant the right to use the Service, alone or bundled with other services and to grant the right to copy, distribute and to sublicense the Service directly or indirectly to others.

19. Limitations on Use. Customer and End Users may not access, distribute or use the Service except as expressly permitted under this Agreement. Except as permitted by this Agreement, any distribution of the Service is expressly prohibited. Furthermore, Customer and End Users shall not, nor shall they permit others to do any of the following: (a) sell, distribute, transmit, or otherwise provide access or use to any person not authorized by this Agreement; (b) store any part of the Service in any information storage and retrieval system that provides access to persons not authorized by this Agreement or provide concurrent usage by more End Users than those authorized by this Agreement; (c) rent, sublicense, lease, or assign any right to use the Service to any person other than Customer itself or its authorized End Users; (d) copy, reproduce, create derivative works from or de-compile, disassemble, or otherwise reverse-engineer the Service, or in any other way alter, translate, modify, or adapt the Service; or (e) make use of the Internet or an Intranet to provide access to the Service through any local or wide area networks, timesharing services, multiple site arrangements or other forums that permit multiple simultaneous access or distribution other than provided by this Agreement. Any access to or use of the Service by persons or other users who are not authorized by Customer and this Agreement is specifically prohibited. Unless otherwise provided for in the Purchase Order and within Customer's then current Maintenance and Support Agreement, if any, this Agreement shall not entitle the Customer to any future versions, revisions or future features of the Service.

20. Warranty Disclaimer: Limitation of Liability.

- (a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 16 OF THIS AGREEMENT, ILINC MAKES NO REPRESENTATIONS ABOUT THE SOFTWARE OR SERVICE, AND IS PROVIDING THE SOFTWARE AND SERVICE TO CUSTOMER AND ITS END USER "AS IS" AND WITHOUT WARRANTY OF ANY KIND. ILINC EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, INFORMATIONAL CONTENT AND SYSTEM INTEGRATION, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR A COURSE OF DEALINGS BETWEEN THE PARTIES. iLinc makes no warranty or representation regarding: (i) the results that may be obtained from the use of the Service; (ii) the accuracy or reliability of any information obtained through the Service; (iii) any goods or software purchased or obtained through the Service; or (iv) any transactions entered into through the Service or that the Service will meet any End User's requirements, or be uninterrupted or error free. Use of the Service is at the Customer's sole risk. Any material and/or data downloaded or otherwise obtained through the use of the Service is used at Customer's own discretion and risk. Customer will be solely responsible for any damage resulting from the use of the Service.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, ILINC (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) SHALL NOT BE LIABLE TO CUSTOMER OR ANY END USER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY LOSS OF PROFIT, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF ILINC HAD BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT WILL ILINC'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF ANY FEES PAID BY CUSTOMER HEREUNDER DURING THE 12-MONTH PERIOD PRIOR TO SUCH CLAIM.

21. Miscellaneous Provisions

- (a) Governing Law and Enforceability. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Maryland, excluding its principals of choice of law or conflicts of law. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement or the right to use the Services. Exclusive jurisdiction and venue for any and all disputes hereunder, including any action to interpret this Agreement, shall lie solely in the state or federal courts having jurisdiction over Montgomery County, Maryland, USA.
- (b) Notices. All notices, requests and other communications between the parties in connection with this Agreement shall be in writing and delivered via facsimile or by registered mail or courier delivery. All such notices to iLinc shall be addressed to 9737 Washingtonian Blvd, Suite 350, Attn: Vice President, Marketing, with a copy provided at the same address to the attention of: Vice President and General Counsel, with all notices to Customer addressed to the person and location provided in the Purchase Order. Either iLinc or Customer may change its notice address by written notice to the other; provided, however, that any notice of change of address shall be effective only upon receipt.
- (c) Marketing. Customer hereby consents to iLinc's use of Customer's name and logo for the limited purpose of identifying Customer as an iLinc Customer on locations such as iLinc's or BroadSoft, Inc.'s Web site, as a general list of customers and referenced in iLinc's or BroadSoft, Inc.'s corporate and promotional literature. Additionally, Customer agrees that iLinc may issue a press release identifying Customer as a customer of iLinc and describing Customer's intended use of iLinc and the benefits that Customer expects to derive from the use of iLinc's Service. The content of any press release identifying Customer will be subject to Customer's prior approval, and Customer's approval will not be unreasonably withheld or delayed.

End Users may, when they initially log in or subsequently thereafter, be asked whether or not they wish to receive marketing and other non-critical service-related communications from iLinc from time to time. End Users may opt out of receiving such communications when they log in or at any subsequent time by changing their preference under their individual personal preferences. Because the Service is hosted, iLinc may occasionally notify all End Users (whether or not they have opted out) of important announcements regarding the operation of the Service. Customer and any End User hereby consent to receive periodic email from iLinc, or iLinc's authorized partners, that provides information concerning offers, promotions and advertisements of the Service and additional services of iLinc, and iLinc's authorized partners, provided such opt out procedures are available. iLinc, and iLinc's authorized partners, agree to abide by the marketing choices selected in each End User's personal profile, or any opt-out selection thereof.

- (d) U.S. Government Agencies. The Service is a "commercial item," as that term is defined at 48 C.F.R. 2.101, and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Service is provided to U.S. Government Agencies (a) only as a commercial item and (b) with only those rights as are granted to all other users pursuant to the terms and conditions herein which are the normal commercial terms and conditions.
- (e) Survivability. The terms of the following Sections of this Agreement shall survive any cancellation, termination, or rescission: Payments and Late Charges, Limited Warranty, Intellectual Property Indemnity, Ownership and Reservation of Rights, Limitations on Use, Warranty Disclaimer; Limitation of Liability, and Miscellaneous Provisions.
- (f) Severability and Waiver. In the event any provision of this Agreement is held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect, and the unenforceable provisions will be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.
- (g) Assignment. Customer may not assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of iLinc.
- (h) Governmental Agencies. Use of the Service by the United States Government or other governmental agencies shall be as "restricted computer software" or "limited rights data" as set forth in "Rights in Data - General" at 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7015, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government other than under normal commercial licensing terms and conditions.
- (i) Privacy Policy. Our Privacy Policy can be accessed at on iLinc's Web site and Customer hereby acknowledges that it will access and read the Privacy Policy, and that it is incorporated herein by reference. Among other things, the Privacy Policy explains how certain information about End Users may be processed and used.
- (j) Entire Agreement and Amendments. This Agreement (together with the Purchase Order and Privacy Policy) constitutes the entire agreement between the parties with respect to the use of the Service and supersedes all other communications and proposals, whether electronic, oral, or non-electronic. This Agreement and the associated Purchase Order shall not be changed, modified or amended except in writing and signed by a duly authorized representative of the parties giving reference to this Agreement and Purchase Order. Customer agrees that iLinc may communicate electronically with Customer on all matters relating to the Service, including matters related to use, Customer service, billing and notification.