

OJO SERVICE AGREEMENT TERMS AND CONDITIONS

This agreement (as the same may be amended hereunder, the "Agreement") is between Ojo Services ("we," "us" or "Ojo") and you as a user ("you," "user" or "Customer") of the Ojo™ enhanced communications service ("Service"). This Agreement governs the access to and use of the Service as well as any associated equipment, devices, terminals and interconnect adaptors, such as video phones, telephones and/or any IP connection devices (collectively "Device" or "Equipment"), used in conjunction with the Service. By activating the Service, you acknowledge that you have read, understood, and agree to the terms and conditions of this Agreement, and you represent that you are of legal age and authority to enter this Agreement and become bound by its terms and conditions. No representation, warranty, term or condition shall be binding upon Ojo other than as set forth in this Agreement.

1. SERVICE

1.1 Term

The Service is offered on a subscription basis for a term that begins on the date that Ojo activates your Service and continues thereafter for the term of your subscription. This Agreement automatically renews on a monthly basis thereafter without further action by you unless you give Ojo written notice of non-renewal at least ten [10] days before the end of the monthly term in which the notice is given. Ojo reserves the right, from time to time, in its sole discretion, to amend this Agreement, and the most current release of this Agreement can be found on our website, www.ojoservices.com. Upon any activation or renewal of the Service, the then most current release of the Agreement will be deemed to govern. You are purchasing the Service for the full term of your subscription, meaning that if you attempt to terminate Service prior to the end of the term,

you will be responsible for all charges prior to the end of the then-current term, including without limitation unbilled charges, plus any applicable disconnect fee, all of which immediately become due and payable. Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement. However, we reserve the right to immediately terminate your Service should the provisions of this Agreement be violated. In such event you will still continue to be responsible for the charges incurred prior to the end of the current term, including without limitation unbilled charges, plus any applicable disconnect fee, all of which immediately become due and payable.

1.2.1 Residential Use of Service and Device

If you have subscribed to a residential tier of service, the Service is provided to you for your personal, residential, non-business and non-professional use. This means that you are not using the Service for any commercial or governmental activities (whether profit-making or non-profit), including but not limited to home office, business, telecommuting, telemarketing, autodialing, continuous or extensive call forwarding, message broadcast or blasting, or any other activity that would be inconsistent with normal residential usage patterns. This also means that you are not reselling or transferring the Service to any other person for any purpose, or in any way charging for the use of the Service. You agree that the use of the Service for any commercial or governmental purpose will obligate you to pay Ojo's higher rates for commercial service on account of all periods, including past periods, in which you use, or used, the Service for commercial or governmental purposes. Furthermore, Ojo reserves the right to immediately terminate or modify the Service, if Ojo deter-

mines, in its sole discretion, that the Service is being used for other than a residential use. You are liable for any and all use of the Service and/or Device by any person making use of the Service or Device provided to you and agree to indemnify and hold harmless Ojo against any and all liability for any such use that fails to comply with this *Section 1.2.1*.

1.2.2 Business Use of Service and Device

If you have subscribed to a business tier of service, the Service is provided to you as a business user. This means that although you are using the Service for business purposes, you are still not reselling or transferring the Service, or in any way using or charging for the use of the Service in a manner that might be construed as a resale or transfer. You agree that the business tiers of service do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing, and message broadcasting or blasting. Furthermore, Ojo reserves the right to immediately terminate or modify the Service, if Ojo determines, in its sole discretion, that the Service is being used for any of the aforementioned prohibited activities. You are liable for any and all use of the Service and/or Device by any person making use of the Service or Device provided to you and agree to indemnify and hold harmless Ojo against any and all liability for any such use that fails to comply with this *Section 1.2.2*.

1.3 Lawful Use of Service and Device

1.3.1 Prohibited Uses:

You agree to use the Service and Device only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind, that in Ojo's sole judgment, the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law, or (ii) encourages conduct that would consti-

tute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. These prohibited uses include, but are not limited to, (i) uploading, posting, publishing, transmitting, distributing or in any way disseminating (collectively "disseminating") content which is obscene, unlawful, threatening, libelous, defamatory, harassing, vulgar, hateful, discriminatory, racially or ethnically offensive, which infringes on the intellectual property rights of others, or which is an invasion of the privacy rights of others, (ii) accessing, downloading, storing or otherwise collecting any other person's images, data or information without the knowledge and written consent of such person, (iii) disseminating, plagiarizing, reproducing or creating derivative works of, any information, works or other material which is protected by copyright, contract or other right, without the permission of the owner of such right, (iv) disrupting the Service or any systems, servers or networks connected to the Service, (v) "stalking" or otherwise harassing another, or (vi) impersonating any other identity or person, falsely stating your affiliation with any person or entity or otherwise misrepresenting yourself. You are liable for any and all use of the Service and/or Device by any person making use of the Service or Device provided to you and agree to indemnify and hold harmless Ojo against any and all liability for any such use that fails to comply with this *Section 1.3.1*. If Ojo, in its sole discretion, believes that you have violated the above restrictions, Ojo may forward the objectionable material, as well as your communications with Ojo and your personally identifiable information to the appropriate authorities for investigation and prosecution. Furthermore, Ojo reserves the right to immediately terminate or modify the Service, if Ojo determines, in its sole discretion, that the Service is being used for any of the aforementioned prohibited uses.

1.3.2 Use of Service and Device by Customers Outside the United States:

You should be aware that the technology

used to provide, as well as the laws and regulations applicable to communications services, vary from country to country. While we encourage use of the Service within the United States, Ojo may not be able to provide for or support the Service by customers, or to called parties, located in other countries. Any use of the Service or Device involving communications in or to a country other than the United States is therefore done at your own risk, including the risk that the connection may not be completed, that taxes or other fees may be imposed, or that such activity violates local laws in the other involved country. You are liable for any and all use of the Service and/or Device by any person making use of the Service or Device provided to you.

1.4 Copyright / Trademark / Unauthorized Usage of Device, Intellectual Property

The Service and any documentation, firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, and all services, information, documents and materials on Ojo's website(s) (collectively the "Software"), are protected by patents, copyright and other intellectual property laws and international treaty provisions. All corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") associated with the Service are protected by trademark and other intellectual property laws and international treaty provisions. Such intellectual property shall remain the exclusive property of Ojo and its affiliated companies, and nothing in this Agreement shall grant you the right or license to use the same other than as reasonably required for your legal and proper use of the Service during term of your subscription and then only in accordance with the terms and conditions of this Agreement. You expressly acknowledge that Ojo has retained title to and ownership of the Software, and that you are not given any right or license to use the Software, other than a nontransferable, revocable license to use the Software (without

making any modification thereto), strictly in accordance with the terms and conditions of this Agreement, and that the Device is exclusively for use in connection with the Service. If you decide to use the Service through a terminal or an interface device not provided by Ojo, which Ojo reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that terminal and interface device with the Service, and that the terminal and interface device are compatible with the Service. If you decide to use a Device provided by Ojo with any service or application not provided by Ojo, which Ojo reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use the Device with the non-Ojo service or application, and that the service or application is compatible with the Device. You hereby agree to indemnify and hold harmless Ojo against any and all liability arising out of any violation of this *Section 1.4*, including, without limitation, the use of such terminal and interface device with the Service, use of any Device with any other service or application, and any use of the Software not expressly granted hereunder. Ojo reserves the right to terminate your service immediately and without advance notice if Ojo, in its sole discretion, believes that you have violated the above license.

1.5 Tampering with the Device

You agree not to change the electronic serial number or any equipment identifier associated with the Device, to perform a factory reset of the Device, or to otherwise disassemble, reverse-engineer, alter, modify or tamper with the Device or any security controls contained therein, without express written permission from Ojo in each instance. Ojo reserves the right to terminate your Service immediately and without advance notice if Ojo, in its sole discretion, believes that you have violated the above restrictions.

1.6 Theft of Service

You agree to notify Ojo immediately, in writing or by calling the Ojo customer support line, if your Device is stolen or if you become aware at any time that the Service is being stolen or fraudulently used. When you call or write, you must provide your account or phone number and a detailed description of the circumstances of the theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. You will be liable for all use of the Service using a Device stolen from you and any and all stolen Service or fraudulent use of the Service prior to your notifying us. You will also be liable for any fraudulent use of the Service which you have in any manner facilitated.

1.7 Number Assignment and Transfer on Service Termination

Ojo may, solely at its discretion, assign to you a caller identification or phone identification number for use with the Service, which may or may not be the number that you request. Furthermore, following any termination or expiration of this Agreement, Ojo may, solely at its discretion, release the phone number that was assigned to you by Ojo and used in connection with your Service. This number may be released to another user provisioned by Ojo, or upon your request and Ojo's agreement with your request, to a new service provider, if such new service provider is able to accept such number, upon your termination of the Service, and provided (i) your account has been terminated; and (ii) your Ojo account is completely current including payment for all charges and disconnect fees; and (iii) you request the transfer upon terminating your account.

1.8 Service Distinctions

You acknowledge and understand that the Service is not a traditional telephone service. Important distinctions may exist between a traditional telephone service and the Service offering provided by Ojo, e.g.,

the available features, the functionality and the operation may be different. The Service is also subject to different regulatory treatment than a traditional telephone service. This treatment may limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies.

1.9 Service/Device Outages

You acknowledge and understand that the Service and Device may not function in the event of power failure or the failure of your communication network. Should there be an interruption in the power supply or communication network, the Service and Device may not function until the power and network are restored. A power or network failure or disruption may also require a reset or reconfiguration of the Device prior to utilizing the Service. You further acknowledge and understand that if there is a service outage for ANY reason, such outage may prevent ALL Service, including any supported 911-type dialing or other ability to access emergency services personnel. Such outages may occur for a variety of reasons, including, but not limited to those reasons described herein. Outages may, for example, be the result of a suspension of your account for billing issues.

1.9.1 Limitation of Liability and Indemnification

You acknowledge and understand that the Ojo's liability is limited for any Service outage. You agree to defend, indemnify, and hold harmless Ojo, its officers, directors, employees, affiliates and agents and any other service or equipment provider who furnishes services or equipment to the Customer in connection with this Agreement, the Device, or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on your behalf, as well as by or on behalf of any third party or user of the Service or Device, relating to the absence, failure or outage of the Service, including 911-type dialing, and/or any inability of any

user of the Service to be able to dial 911 or to access emergency service personnel.

1.10 Changes to the Service/Memory Allocation

Features, user interface, system requirements, manner of use, fees charged and other aspects of the Service may be modified and/or supplemented. Ojo reserves the right to make such changes (including without limitation the right to impose fees for certain portions of the Service which are designated as premium or non-basic) to the Service as Ojo, in its sole discretion, deems to be in the best interest of the Service, and Customers acknowledge and agree to such right. Although Customers may have access to remote memory or other storage devices for the storage of account information, the time and limits of such storage are determined in the sole discretion of Ojo. From time to time Ojo may need to delete items stored to make room for new items, and accordingly such right is reserved as required, and no further notice will be given or required.

1.11 Personal Information

You acknowledge that the Service and Device may permit parties to a call to capture and store information transmitted during the call such as your caller identification or phone number and/or the sounds and video images comprising the call. These sounds, images and information may be stored and used as part of an address book, audio and video messaging and other uses discussed in the user guide for the Device. If you do not wish your image to be captured you can use the video and audio mute features contained within the Device and your failure to do so shall constitute your express consent for and agreement to such capture, storage and use of this personal information. Furthermore, you acknowledge that in subscribing to the service you have provided and will continue to provide certain financial, address and usage information (collectively the "Billing Information") to facilitate our and

our agents' ability to invoice you for the access to and use of the Service and Device. You hereby consent and agree to the use of such Billing Information by us and our agents as reasonably required for such invoicing. Further information regarding this usage and the restrictions and limitations on the usage thereof are contained in Ojo's Privacy Policy, which is incorporated herein by reference. Copies of the current form of such policy are available on the Ojo website at www.ojoservices.com.

1.12 Automatic Updates

To provide you with the most current features and Software available for your Service and Device, we have configured your Device; and the Service to permit automatic downloads of the latest information. We will endeavor to conduct these downloads during non-peak hours and in a manner to minimize disruption of your use of the Service and the Device; however, such downloads may result in a Service outage as discussed above.

1.13 Incoming Calls

While we will not disclose your caller identification or phone identification numbers to third parties except as permitted by our Privacy Policy, you may receive calls from third parties who have received your number from other sources or who call you by accident or through methods by which random numbers are generated and called, some of which may be undesired and may contain content which may be objectionable or improper. Although this Agreement endeavors to prohibit the improper use of the Service and Device by all users thereof, current broadband technology cannot necessarily predict or prevent such calls. You acknowledge and understand that Ojo's liability is limited for any incoming calls. You agree to defend, indemnify, and hold harmless Ojo, its officers, directors, employees, affiliates and agents and any other service or equipment provider who furnishes services or equipment to Customer in connection with this Agreement, the Device, or the Service,

from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by or on your behalf, as well as by or on behalf of any third party or user of the Service or Device, relating to any incoming calls.

1.14 Emergency Services

You acknowledge and understand that the Service does NOT currently support traditional 911 or E911 or other typical access to emergency services. The Company may, subject to any technology or geographic constraints, offer a limited 911-type service that, if offered, may be available on a limited basis, and only on certain Ojo Devices. Reference should be made to Appendix A of this Agreement with respect to any emergency offering.

1.15 Content

You are liable for any and all liability that may arise out of the content transmitted by or to you and other users of your Service (collectively "Users"). You shall assure that Users use of the Services will at all times comply with the terms and conditions of this Agreement as well as all applicable laws, regulations and written and electronic instructions for use. Ojo reserves the right to terminate or suspend affected Services, and/or remove any inappropriate Users' content from the Services, if Ojo determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with Ojo's ability to provide Services to you or others, or if Ojo receives notice from anyone that a User's use or content may violate any laws or regulations. Ojo's actions or inaction under this Section shall not constitute review or approval of any Users' use or content. You will indemnify and hold Ojo harmless against any and all liability arising from the content transmitted by or to Users using the Services. A "User" includes, without limitation, any person, whether authorized or

unauthorized, using the Service and/or Device provided to you.

1.16 Security

The Service utilizes, in whole or in part, the public Internet and third party networks which we do not control to transmit communications. You acknowledge and understand that the Ojo's liability is limited for any lack of security with respect to these networks. You agree to defend, indemnify, and hold harmless Ojo, its officers, directors, employees, affiliates and agents and any other service or equipment provider who furnishes services or equipment to Customer in connection with this Agreement, the Device, or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on your behalf, as well as by or on behalf of any third party or user of the Service or Device, relating to the Internet and third party networks.

2. CHANGES TO THIS AGREEMENT

Ojo may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted as described in paragraph 1.1, above. The most recently posted Agreement supercedes all previously posted Agreements.

3. BILLING / PAYMENTS / TAXES / TERMINATION

3.1 Billing

You must give us a valid credit card number when the Service is activated. If the card expires, you close your account or your billing address changes, or the card is cancelled and replaced, you must advise Ojo at once. We will bill all charges to your credit card, including but not limited to: activation fees, service fees, incremental usage charges, advanced feature charges, equipment purchases and shipping and handling charges. Typically such billing will be done monthly; however, Ojo reserves the right to bill at more frequent intervals if the amount due at any time exceeds \$50. Some of these

charges such as recurring service fee charges may be billed in advance. From time to time Ojo may, at its sole discretion, also offer incentives to prepay certain recurring charges such as service fees for the entire term.

3.2 Billing Disputes

You must notify Ojo in writing within thirty days after the date your credit card statement was issued if you dispute any Ojo charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address: Ojo Services, Attention: Ojo Accounting, 3190 Tremont Ave, Suite 100, Trevoze, PA 19053.

3.3 Payment

Ojo only accepts payments by credit card. Your initial use of the Service authorizes Ojo to automatically charge the credit card account number on file with Ojo, including any changed information given Ojo if the card expires or is replaced, for all charges that accrue during the billing cycle. This authorization will remain valid until 30 days after Ojo receives your written notice terminating Ojo's authority to charge your credit card. Ojo may terminate your Service at any time at its sole discretion, if any charge to your credit card on file with Ojo is declined or reversed or in case of any other non-payment of account charges. **TERMINATION OF SERVICE FOR DECLINED CARD, REVERSED CHARGES OR NON-PAYMENT LEAVES YOU FULLY LIABLE TO OJO FOR ALL CHARGES ACCRUED BEFORE TERMINATION AND FOR CHARGES INCURRED BY OJO OWING TO YOUR NON-PAYMENT, SUCH AS (BUT NOT LIMITED TO) COLLECTION COSTS AND ATTORNEY'S FEES.**

3.4 Termination/Discontinuance of Service by Ojo

Ojo reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion. If Ojo discontinues providing

the Service generally, or terminates your Service in its discretion without a stated reason, you will be responsible only for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated by Ojo for any stated reason, including without limitation violation of this Agreement, or because of any improper use of the Service or Device (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus any applicable disconnect fee, all of which immediately become due and payable.

3.5 Taxes

You are responsible for, and shall pay any applicable federal, state, 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 account. If you are exempt from payment of such taxes, you will provide Ojo with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date Ojo receives the Tax Exempt Document, and then only for so long as the same shall remain valid and in good standing. You agree to promptly notify us of any change in your tax exempt status.

3.6 Disconnect Fee

You may be charged a disconnect fee upon termination of Service for any reason or for convenience by Customer prior to any committed term, or in the event rebates, discounts or reduced fee or no fee equipment have been provided to you and have not been earned in accordance with the terms and conditions under which they have been provided. The disconnect fee will be based upon any unearned value. The disconnect

fee becomes due and payable immediately upon termination and will be billed directly to Customer's credit card.

3.7 Money Back Guarantee

Ojo offers a 14-day money back guarantee, applicable to one primary line per account, not additional or secondary lines. Under terms of the Money-Back Guarantee, Ojo refunds the first month of service fee. Ojo reserves the right to terminate or revoke the Money-Back Guarantee at any time, without prior notice.

The users must cancel service within 14 days of the account activation. Usage must not exceed 50 minutes within the first 14 days of service. User is responsible for any charges for overage, international traffic or directory assistance. Accounts exceeding 50 minutes of usage are not eligible for refund.

To disconnect, the user must contact Ojo Services at 877-FOR-MY-OJO (877-367-6965).

4. WARRANTY and LIABILITY LIMITATIONS / INDEMNIFICATION

4.1 Limitation of Liability

OJO SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, AT ANY TIME OR FROM TIME TO TIME, OR ANY INTERRUPTION OR DEGRADATION OF QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING:

- a) ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR, I OR ANY OTHER THIRD PARTY;
- b) EQUIPMENT, NETWORK OR FACILITY FAILURE;
- c) EQUIPMENT, NETWORK OR FACILITY UPGRADE OR MODIFICATION;
- d) EQUIPMENT, NETWORK OR FACILITY SHORTAGE;
- e) EQUIPMENT, NETWORK OR FACILITY RELOCATION;
- f) EQUIPMENT, NETWORK OR FACILITIES NOT PROVIDED BY OJO;

g) SERVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO CUSTOMER;

h) FORCE MAJEURE EVENTS SUCH AS (BUT NOT LIMITED TO) ACTS OF GOD; STRIKES; FIRE; WAR; RIOT; GOVERNMENT ACTIONS; OR

i) ANY OTHER CAUSE THAT IS BEYOND OJO'S CONTROL, INCLUDING WITHOUT LIMITATION THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATIONS, THE INABILITY OF COMMUNICATIONS TO BE CONNECTED OR COMPLETED, OR DEGRADATION OF QUALITY.

OJO'S LIABILITY FOR ANY FAILURE OR MISTAKE SHALL IN NO EVENT EXCEED SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.

4.2 No Consequential or Other Special Damages

IN NO EVENT SHALL OJO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE OR EQUIPMENT PROVIDER WHO FURNISHES SERVICES OR EQUIPMENT TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE (COLLECTIVELY "OJO AFFILIATES") BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, PROPERTY DAMAGE OR PERSONAL INJURY, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING WITHOUT LIMITATION ANY INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCTS LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT OJO WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

4.3 Indemnification

Customer agrees to defend, indemnify, and hold harmless Ojo, its officers, directors, employees, affiliates and agents and any other service or equipment provider who furnishes services or equipment to customer in connection with this agreement or the service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by or on behalf of, customer and/or any third party or user of customer's service, relating to this agreement, the services, including 911 dialing, or the device. This paragraph shall survive termination of this agreement.

4.4 No Warranties for Service

OJO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE. OJO DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT SERVICE FAILURE, DELAY, INTERRUPTION, ERROR, AND DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER OJO NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE OR EQUIPMENT PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO CUSTOMER'S 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 OJO'S OR ITS SERVICE PROVIDERS' OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIP-

TIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY OJO OR OJO'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

4.5 No Warranties for Devices

ANY AND ALL WARRANTIES WITH RESPECT TO ANY DEVICE HEREUNDER IS EXPRESSLY DISCLAIMED. IF CUSTOMER PURCHASED THE DEVICE NEW FROM OJO OR ANY RESELLER OF THE DEVICE AND THE DEVICE INCLUDED A LIMITED WARRANTY AT THE TIME OF PURCHASE, CUSTOMER MUST REFER TO THE SEPARATE LIMITED WARRANTY DOCUMENT FOR INFORMATION ON THE LIMITATION AND DISCLAIMER OF CERTAIN WARRANTIES. IF CUSTOMER'S DEVICE DID NOT INCLUDE A LIMITED WARRANTY FROM OJO AT THE TIME OF PURCHASE, CUSTOMER AGREES THAT IT ACCEPTS ITS DEVICE "AS IS" AND THAT CUSTOMER IS NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT.

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 Jurisdictional Differences

BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT, HOWEVER, WILL THE LIABILITY FOR DAMAGES, LOSSES AND CAUSES OF ACTIONS, REGARDLESS OF LEGAL THEORY ASSERTED, OF ALL OJO AFFILIATES IN THE AGGREGATE, EXCEED THE GREATER OF THE AMOUNT YOU HAVE PAID TO US UNDER THESE TERMS OR US\$100.

5. GOVERNING LAW / RESOLUTION OF DISPUTES

5.1 Mandatory Arbitration

Any dispute or claim between Customer and Ojo arising out of or relating to the Service or Device provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall 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 arbitrator may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join a punitive or certified class action to arbitration or seek to consolidate or bring previously consolidated claims in arbitration. Customer acknowledges that this arbitration provision constitutes a waiver of any right to a jury trial.

5.2 Governing Law

The Agreement and the relationship between you and Ojo shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions. You and Ojo agree to submit to the personal and exclusive jurisdiction of the courts located within Pennsylvania. The failure of Ojo to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year

after such claim or cause of action arose or be forever barred.

5.3 Entire Agreement

This Agreement and the rates for Services found on Ojo's website, www.ojoservices.com, constitute the entire agreement between you and Ojo and govern your use of the Service, superseding any prior agreements between you and Ojo and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon Ojo unless and until posted in accordance with Section 7 hereof.

5.4 Severability

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

6. PRIVACY

Please refer to our Privacy Policy at www.ojoservices.com for additional information.

7. CHANGES; NOTICES

Notice to Customer of any changes to this Agreement shall be considered given by posting to the "Service Announcements" section of the Ojo website (currently located at www.ojoservices.com). Notice will be considered received by Customer, and such changes will become binding on Customer, on the date posted to the Ojo website and no further notice by Ojo is required.

Appendix A Emergency Services

1. EMERGENCY SERVICES - 911 DIALING

1.1 Non-Availability of Traditional 911 or E911 Dialing Service

You acknowledge and understand that the Service does NOT currently support traditional 911 or E911 access to emergency services. The Company may, subject to any technology or geographic constraints, offer a limited 911-type service, that if offered, may be available on a limited basis, and only on certain Ojo Devices. You acknowledge and understand that the 911-type dialing will NOT be automatic — you must separately activate such 911-type dialing capabilities if they are available, and that such 911-type dialing will be different in a number of important ways from traditional 911 services. You agree to inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service as to the non-availability of traditional 911 or E911 dialing from your Ojo Service and Device. If you activate Ojo 911-type dialing service, when and if it becomes available, you further agree to inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service, as to the important differences and limitations of Ojo 911 dialing service as compared with traditional 911 or E911 dialing. You acknowledge and understand that you cannot dial 911 from this line unless and until you have received a confirming email from Ojo that a 911-type service is available and that you have successfully activated the 911-type service. Once you have received a confirming email that 911 dialing has been successfully activated, you may dial 911 as needed. When you dial 911, however, your call will be routed from the Ojo network to the general number for Public Safety Answering Point (PSAP) or local emergency service personnel designated for the address that you listed at the time of activation. Accordingly, you acknowledge and understand that your call may not be received by the 911 dispatcher(s) who are specifically designated, trained and equipped to receive incoming 911 calls using traditional 911 dialing, and that other capabilities of traditional 911 dialing may not be present or may differ in their implementation.

1.2 Failure to Designate the Correct Physical Address When Activating 911 Dialing

Failure to provide the current and correct physical address and location of your Ojo equipment will result in any 911 communication you may make being routed to the incorrect local emergency service provider.

1.3 Requires Re-Activation if You Change Your Number or Move

You acknowledge and understand that 911 dialing does not function if you change your phone number unless and until you have successfully re-activated the 911 dialing feature, and until such later date that such activation has been confirmed to you through a confirming email from Ojo. 911 dialing must be re-activated. Although you may have activated 911 dialing with your former phone number, you must separately activate 911 dialing for any new number. You further acknowledge and understand that 911 dialing does not function properly or at all if you move or change the physical location of your Device, unless and until you have successfully re-activated the 911 dialing feature, and until such later date that such activation has been confirmed to you through a confirming email. 911 dialing must be re-activated although you may have activated 911 dialing using your former address, and you must separately activate 911 dialing for any new physical address. Failure to provide the current and correct physical address and location of your Ojo equipment will result in any 911 dialing you may make being routed to the incorrect local emergency service provider.

1.4 Possibility of Network Congestion and/or Reduced Speed for Routing 911

Due to the manner in which it is technically possible to provide the 911 dialing feature, you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing your Device as compared to traditional 911 dialing over

traditional public telephone networks. You acknowledge and understand that there may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing.

1.5 Automated Number Identification

Due to the manner in which it is technically possible to provide the 911 dialing feature, it may or may not be possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify your phone number when you dial 911. Ojo's system is configured, in most instances, to send the automated number identification information; however, the phone system and communication path that routes the traffic to the PSAP, and the PSAP itself, must be able to receive the information and pass it along properly, and the system, path and PSAP are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

1.6 Automated Location Identification

Due to the manner in which it is technically possible to provide the 911 dialing feature, it is not possible to transmit any identification of the address that you have listed to the Public Safety Answering Point (PSAP) and local emergency personnel when you dial 911. You acknowledge and understand that you will need to state the nature of your emergency promptly and clearly, including your location, as PSAP personnel may NOT have this information. You acknowledge and understand that PSAP and emergency personnel may not be able to find your location if the call is unable to be completed, is

dropped or disconnected, if you are unable to speak to tell them your location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Agreement.

1.7 Alternative 911 Arrangements

You acknowledge that Ojo does not offer primary line or lifeline services. You should always have an alternative means of accessing traditional 911 or E911 services.

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