

**360 Networks, LLC**  
**Technical Support and Software Assurance Program Agreement**

THIS TECHNICAL SUPPORT AND SOFTWARE ASSURANCE AGREEMENT (the “Support Agreement”) is provided by 360 Networks, LLC (“360 Networks”) to existing customers who purchase Technical Support Services pursuant to this Agreement.

AGREEMENT

1. Definitions.

(a) “End-User” means a current customer of September 17, 2015 that has purchased the System that is receiving support from 360 NETWORKS under terms of this Support Agreement.

(b) “Hardware” means the physical hardware and components provided as a part of the System by 360 NETWORKS, apart from any other components provided by a third party reseller or the End User itself.

(c) “Software” means the ComXchange software licensed to End User by 360 NETWORKS as part of the System. Software does not include any third party software not provided by 360 NETWORKS or an authorized 360 NETWORKS Reseller as part of the System, or any software used by End User to connect to the Internet, network or server.

(d) “Support Services” shall mean the technical support services offered under this Support Agreement.

(e) “System” means the 360 NETWORKS Hardware and Software covered under this agreement.

(f) “Telephone System” shall mean the telephone cables, hardware, connections and telephone service and Private Branch Exchange (PBX).

2. Incorporation of End User Agreement. This Agreement is in addition to the terms and conditions of the End User License Agreement and does not alter or amend such terms. To the extent any terms and conditions of this Support Agreement conflict with the End User License Agreement, the End User License Agreement shall supersede and govern.

3. Eligibility for Support. To be eligible for Support Services under this Support Agreement, End User must be a current licensee of the System in good standing, the System must contain the most recent version of Software and the System must be installed in accordance with the specifications set forth in the 360 NETWORKS’s Installation Guide. Support Services are not available for (a) Software or Hardware that has been modified without the prior written approval of 360 NETWORKS; or (b) Software or Hardware purchased from a third party other than 360 NETWORKS or a 360 NETWORKS authorized reseller.

4. Term and Termination.

(a) Term. The term of this Support Agreement shall commence upon acceptance of this Support Agreement by 360 NETWORKS and Customer's payment of the Support Services fee, and shall continue for a period of one (1) year, unless the Support Agreement is terminated for cause (the "Support Services Period"). This Support Agreement shall automatically renew for successive one (1) year periods unless End User provides 360 NETWORKS with sixty (60) days advance notice prior to the expiration of the current Support Services Period.

(b) Termination for Cause. Either party may terminate this Support Agreement for cause if the other party: (i) fails to perform any material term or of this Support Agreement or the End-User Agreement and does not remedy the failure within thirty (30) days after receipt of written notice of such default, or (ii) becomes insolvent, files or has filed against them a petition under applicable bankruptcy or insolvency laws which is not dismissed within ninety (90) days, or makes any other or similar agreements for the benefit of its creditors or takes any similar actions.

5. Payment Terms. The Support Services fee for the initial Support Services Period, is due upon invoicing. 360 NETWORKS shall not have any obligation to provide Support Services under this Support Agreement until 360 NETWORKS has received the Support Services fees. Then current fees for subsequent Support Services Periods shall be billed thirty (30) days prior to the commencement of the subsequent Support Services Period.

6. Invoices, Taxes, And Delivery. All undisputed amounts on invoices and undisputed fees hereunder are payable by End User within thirty (30) days of 360 NETWORKS's invoice date. End User agrees and understands that the calculation and payment obligation for sales taxes and/or customs duties (if any), shall be the responsibility of End User.

7. Technical Support Services. 360 NETWORKS will remotely assist in determining if a System malfunction is the result of a fault in the Hardware, Software, administrative programming or other cause. If it is determined by 360 NETWORKS that the problem is the result of faulty administrative programming or cause other than the Hardware or Software, End User may obtain technical support at 360 NETWORKS's then current hourly rate.

8. Technical Telephone Support.

(a) Standard Technical Telephone Support. Non-emergency telephone technical support is provided from 8:00 AM to 5:00 PM Monday through Friday, Central time.

(b) Emergency Technical Telephone Support. Emergency telephone technical support is available twenty-four hours a day, seven days a week.

9. Remote Support. All Support Services shall be provided remotely via telephone or email. In no event will 360 NETWORKS be required to provide physical on-site support.

10. Warranty Disclaimer; Limitation of Liability. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS SUPPORT AGREEMENT, THE SERVICES ARE PERFORMED AND ALL DELIVERABLES PROVIDED “AS IS” WITHOUT ANY ADDITIONAL WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, 360 NETWORKS EXPRESSLY EXCLUDES ALL OTHER EXPRESS AND IMPLIED TERMS, CONDITIONS, WARRANTIES OR REPRESENTATIONS REGARDING THE SERVICES PROVIDED HEREUNDER ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED TERMS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR (i) ANY INDIRECT LOSS; (ii) ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LOSSES; (iii) ANY DIRECT OR INDIRECT LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT OR WITH RESPECT TO THE SERVICES OR ANY DELIVERABLES, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHER FORM OF ACTION EVEN IF THE PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. 360 NETWORKS’S TOTAL LIABILITY TO END USER FOR DAMAGES UNDER THIS SUPPORT AGREEMENT SHALL NOT EXCEED 100% OF THE AMOUNT OF FEES PAID BY END USER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD.

11. Service Exclusions. In addition to those exclusions or limitations set forth in this Support Agreement, the following services are specifically excluded from the Support Services. In certain cases, 360 NETWORKS may be able to provide the following services at the request of the End User for an additional charge:

- (a) Support of the installation and repair of Hardware.
- (b) Replacement of Hardware that is no longer covered under warranty or an Extended Warranty. Customer may purchase an Extended Warranty separate from this Agreement.
- (c) Any services that, in the reasonable opinion of 360 NETWORKS are necessitated by the System (i) misused or used in a negligent manner, or (ii) used for purposes other than its intended use; or (iii) used outside the environmental range specified by 360 NETWORKS.
- (d) Any service arising from the introduction of any computer viruses, worms, or spyware subsequent to shipment of the System by LUMINOSITY.
- (e) Any services arising from the introduction of any unauthorized third party software programs to the System.
- (f) Any services arising from the unauthorized upgrade or change in the System operating system.

(g) Any problems caused to or affecting the System as a result of unusual external causes such as, but not limited to, power failure, power surges, air conditioning failure, humidity, accident, fire, flood, or Act of God.

(h) Installation, re-installation or moves of the System to a new location.