

I-Comm Connect, LLC

Terms and Conditions

I-Comm Connect LLC ("ICC" or "Company") provides its TACTAL Software as a Service ("SaaS") product (the "Service") to its customers ("you"), as described more fully on the Internet at www.icommconnect.com (the "Website").

IMPORTANT: The terms, conditions, and guidelines associated with the use of the Service are set forth in this Terms of Use agreement, ICC's Privacy Policy as currently in effect or amended from time to time and available at the Website, and ICC's Acceptable Use Policy as currently in effect or amended from time to time and available at the Website (collectively the "TOU"). Please read the TOU carefully before activating or using an account with ICC for the Service. By registering for the Service, and using the Service, you agree to be bound by, abide fully with and accept all of the terms, conditions, and guidelines set forth in the TOU.

ICC reserves the right to amend the pricing of the Service at any time with 30 days prior notice. Any changes to the Service pricing will be effective following posting of such change to the Website and payable commencing with the next billing cycle following the 30 Day Notice Period. Any notice may be communicated in or as part of an invoice or on a separate email communication to your Client Administrator assigned and maintained by your organization through the TACTAL administration portal at admin.icommconnect.com.

Please note that ICC may change the TOU (except for pricing) at any time with or without notice, and such changes will be effective immediately upon the posting of such modified TOU on the Website. Your use of the Service after any such changes have been posted on the Website constitutes your acceptance of all changes.

Please also note that at any time, if it is determined by ICC that you have abused or violated the letter, spirit, or intent of any of the TOU, ICC reserves the right, in its sole discretion, to terminate or suspend your account immediately without notice to you and penalty or liability of any kind to ICC.

The Service is being offered only to natural persons age eighteen (18) years or older and legal entities whose authorized principals are age eighteen (18) years or older. By registering for the Service, and using the Service, you hereby represent and warrant to ICC that you are a natural person or authorized representative of a legal entity who is age 18 years or older.

USER RESPONSIBILITIES

In order to access the Service, you must, at your sole expense: (1) provide and be responsible for payment for all equipment necessary to establish a connection to the Internet; (2) provide for access to the Internet and directly pay any Internet connection service fees from the Internet service provider ("ISP") you selected associated with such access; (3) supply all phone service

features required for your use of the Service; and (4) pay for the Service. ICC shall not be responsible for service issues within your ISP and such issues shall not alleviate your responsibility to pay for the Service regardless of your ability to access it due to ISP issues. The fees paid by you to ICC are only for the Service. You are responsible for all charges associated with your telephone, all telephony equipment, long distance charges and charges for connecting to the Internet. You agree that any telephone or other communications mode charges incurred are your sole responsibility. You may be subject to other charges from your phone company in addition to the fees you are being charged for the Service.

You agree to provide ICC with accurate and complete registration and payment information, and agree to keep that information updated at all times. Failure to do so constitutes a breach of this TOU.

Upon registering for the Service, you will receive a password. It is solely your responsibility to keep your account information and password secure. You may not disclose your password to anyone except persons that you have authorized to use your account. You hereby assume all liability of any kind arising out of or related to the use of the Service by such authorized person(s). You hereby expressly release and indemnify ICC from, and hereby assume all liability and damages of any kind arising out of or related to, all activities conducted through your account on the Service by any persons, whether or not such persons are authorized by you to use the Service. You agree to notify ICC immediately of any unauthorized use of your account or any other breach of security you know of or suspect.

CONTENT

You are solely responsible for all content, data, materials, or information you transmit via the Service (collectively, "Content"). ICC provides unfiltered services, which means that Content is not routinely reviewed before being transmitted through the Service, and ICC will have no liability related to the content of any such communications, whether or not arising under the laws of copyright, patent, trade secret, defamation, privacy, obscenity, or otherwise. Furthermore, ICC shall not be responsible for any unsolicited telephone calls (e.g., telemarketing calls) or calls made by any type of payphones received by you through the Service. ICC does not control Content accessed, posted, recorded, or otherwise transmitted or received via the Service and does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will ICC be liable for any Content accessed, retrieved, recorded, heard, posted, or otherwise transmitted or received via the Service, regardless of where or how it originated.

PROHIBITED USES

You agree to use the Service only for lawful purposes. Use of the Service for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation is prohibited.

You also agree not to use the Service to:

1. Use or transmit any material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization;
2. Threaten, harass, defame, embarrass, or distress any other person or group;
3. Transmit any unlawful, harmful, defamatory, pornographic, obscene, vulgar or otherwise objectionable messages or material;
4. Transmit unsolicited fax or voice advertisements or solicitations ("fax/voice spam") in violation of federal or state laws, including but not limited to any "do not call" list restrictions;
5. Transmit any information in violation of the Patriot Act or which otherwise may be deemed in furtherance of terrorist activity or in breach of the national security of the United States or any other state or nation; or
6. Transmit any materials or information in any manner that violates applicable law;
7. Abuse payphone compensation;
8. Re-transmit, re-bill or resell the services to third-parties;
9. Spoof, strip or alter the call data stream to disguise the origination or termination of the Services; or
10. Route services in such a manner as to arbitrage the costs.

If ICC, in its sole discretion, believes that you have violated any of the above restrictions or that you have otherwise violated any applicable law, ICC may forward the objectionable material, as well as your communications with ICC and your personally identifiable information, to the appropriate authorities for investigation and prosecution, and may immediately terminate your service without notice and penalty or liability of any kind to ICC.

TERMINATION OF SERVICE

Notwithstanding anything herein to the contrary, in the event of a violation of the prohibited uses, ICC reserves the right to suspend, discontinue or terminate the Service without notice to you. ICC shall not be liable to you or any third party if ICC exercises its right to modify, suspend, or discontinue the Service.

SERVICE PARAMETERS

You agree that ICC, in its sole discretion, has the right to establish limits, which ICC deems reasonable or necessary, on the number and/or size of messages which you send, receive and/or store in order to prevent any negative impact on our network or on the use of the Service by others, and you agree to comply with any such limits which ICC may establish at its sole discretion from time to time. ICC assumes no responsibility for the deletion or failure to deliver or store voice or other messages.

You also acknowledge and agree that ICC makes no representation, and does not purport to offer any enhancements, with respect to processing of Caller ID information from incoming callers. ICC will attempt to display and log caller's Caller ID information as it is provided to ICC by the originating network provider(s), but ICC makes no representations of any kind that such attempts shall be successful. ICC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY WITH RESPECT TO BLOCKING OUT CALLER ID INFORMATION IF IT IS PRESENTED TO ICC AS UNBLOCKED, OR UNBLOCKING SUCH INFORMATION IF IT IS PRESENTED AS BLOCKED, OR IF IT IS OTHERWISE UNAVAILABLE TO ICC. YOU EXPRESSLY AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS ICC FROM ANY LIABILITIES PERTAINING TO INAPPROPRIATE OR UNAUTHORIZED USE OF THE CALLER ID INFORMATION, AS WELL AS ANY FAILURE BY ICC TO BLOCK OUT CALLER ID INFORMATION, IF IT IS PRESENTED TO ICC AS UNBLOCKED, OR UNBLOCKING SUCH INFORMATION IF IT IS PRESENTED AS BLOCKED, OR IF IT IS OTHERWISE UNAVAILABLE TO ICC.

You acknowledge that your right to use the Service is subject to the following limitations:

1. Your rights to use the Service granted under this Agreement are personal to you. You may not sell, assign, or otherwise transfer or agree to transfer all or any portion of those rights without the prior written consent of ICC, which consent may be withheld, conditioned or delayed for any reason or no such reason in the absolute discretion of ICC.
2. ICC reserves the right to terminate accounts which remain inactive for over 180 days, or accounts which, in the sole judgment of ICC, are used for purposes that are unauthorized, illegal, or otherwise violate the provisions contained within the TOU, or which ICC deems inappropriate or detrimental to ICC.
3. You agree that ICC, in its sole discretion, reserves the right to modify, suspend, or discontinue the forwarding of your number in order to prevent any negative impact on the use of the Service by others, and you agree to comply with any such limits which ICC may establish at its sole discretion from time to time.
4. You acknowledge that the Service is intended for customary personal and business use. The Service is not intended for dedicated telecommunications services and in no case is

the Service intended for resale, least cost routing, intensive auto-dialing, continuous, or extensive call forwarding, or dedicated telemarketing. You understand that such inappropriate uses of the Service may result in immediate cancellation of your account by ICC without notice and without any penalty or liability of any kind to ICC, and that you will not be entitled to any refund in the event your account is cancelled thereby.

5. You understand that ICC is limited in the depth of customer service that it can provide to customers. Accordingly, telephone-based technical support may not be provided. ICC will provide email and other support resources on an as-available basis. If you experience a problem with the Service, you can contact support at support@icommconnect.com for support associated with the administration of your account or support@forestreettelco.com for support associated with the calling services enabled through use of the TACTAL service.
6. You understand that neither ICC nor you own the number [assigned to you for use]. However, as long as you have credit on your number and it remains in continuous use, the number will remain available for your use. If you carry \$0 balance on your number for 120 days, your number will be recycled and as such, you will lose your number.
7. You understand that ICC may terminate your use of the Service if your telephone number and/or email address ceases functioning at any time and for any reason.
8. Any attempt to use the Service other than as provided in the TOU shall be a breach of our agreement and will subject you to possible legal action and/or penalties and fees.
9. You acknowledge and agree that you are aware of and will fully abide by the statutory and regulatory rules prohibiting unsolicited fax advertisements set forth in the Telephone Consumer Protection Act of 1991, Federal Consumer Protection Act 47 U.S.C. Paragraph 227, FCC's rules on unsolicited fax communications, and in any applicable state statutes. Violations may subject you to statutory fines and penalties, and compensatory damages. For further information, see <http://www.fcc.gov/cgb/consumerfacts/unwantedfaxes.html>. You understand that the Service MAY NOT be used for faxmail spamming campaigns. You expressly agree to fully defend, indemnify, and hold harmless ICC and its suppliers from any complaints arising out of your use of the Service in violation of any federal or state statutes or regulations. You understand that inappropriate use of the Service may result in immediate cancellation of your account by ICC, and that you will not be entitled to any refund in the event your account is cancelled.

VIOLATION OF TOU

In the event of any actual, threatened, or potential violation of the terms or conditions of the TOU as determined by ICC in its sole discretion, ICC reserves the right to suspend or terminate, either temporarily or permanently, any or all services provided to you by ICC, to block any prohibited activity, or to take any other actions deemed appropriate by ICC in its sole discretion

and without prior notice. With respect to abuse of the limits established herein and as amended from time to time by ICC on the number and/or size of messages which you send, receive and/or store while using the Service, or the number and/or length of calls you place or receive while using the Service, ICC also reserves the right to charge a penalty rate to abusers of unlimited use plans at the pro rata use plan rates then in effect. Users who violate the TOU may additionally incur criminal and/or civil liability. ICC may refer violators to civil or criminal authorities for prosecution, and will cooperate fully with applicable government authorities in connection its investigations of any suspected civil or criminal violations.

INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD ICC AND EACH OF ITS SUBSIDIARIES, AFFILIATES, TELECOMMUNICATIONS VENDORS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF THE USE, SUSPENSION, DISABLEMENT, CANCELLATION, OR TERMINATION OF YOUR ACCOUNT ON THE SERVICE, ANY CONTENT POSTED, RECORDED, TRANSMITTED, OR RELAYED TO OR THROUGH THE SERVICE, YOUR VIOLATION OF THE TOU, OR YOUR VIOLATION OF ANY THIRD PARTY RIGHTS.

LIMITATION OF LIABILITY

IN NO EVENT WILL ICC, ITS SUBSIDIARIES, AFFILIATES OR ANY OF ITS SUPPLIERS, SERVICE PROVIDERS, OR OTHER AFFILIATED THIRD PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, SUSPENSION, CANCELLATION, DISABLEMENT, TERMINATION, OR THE RESULTS OF USE OF THE SERVICE, ANY WEB SITES LINKED TO THE SERVICE, THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF ICC OR ANY OF ITS RESPECTIVE SUPPLIERS, SERVICE PROVIDERS, OR OTHER THIRD PARTIES AFFILIATED THEREWITH, ARISING FROM OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION OR CLAIM, (E.G. CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, MALPRACTICE, FRAUD OR ANY OTHER LEGAL THEORY)) IS CAPPED AT FIFTY DOLLARS (\$50). APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED BY ICC ON AN "AS IS" BASIS AND "AS AVAILABLE" BASIS. NEITHER ICC NOR ANY OF ITS SUBSIDIARIES, PARTNERS, PROVIDERS, OR

AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION AND FUNCTIONALITY OF THE SERVICE OR ANY CONTENT TRANSMITTED OR MADE AVAILABLE BY OR THROUGH THE SERVICE. ICC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHERMORE, ICC DOES NOT WARRANT THAT USE OF THE SERVICE WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM ANY LOCATION, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

TERMINATION

You or ICC may terminate your account at any time. This is your sole and exclusive remedy with respect to any dissatisfaction with the Service, the terms and conditions set forth in the TOU as may be updated from time to time, or any other policies and practices of ICC now in effect or that may be adopted or modified in the future. You may terminate your account by sending an email to support@icommconnect.com. Your account termination will take effect within a reasonable amount of time after ICC's receipt of your termination notice. ICC reserves the right to restrict access to the Service to any user (including you) if it reasonably believes the user has breached the TOU in any way, and may at any time in its sole discretion, with or without notice and with or without cause, immediately deny access to the Service and may remove all account information, voicemail boxes and their contents, and any other content. PLEASE NOTE THAT MONTHLY, BIENNIAL, AND ANNUAL SUBSCRIPTION PAYMENTS FOR THE SERVICE ARE NON-REFUNDABLE AND WILL NOT BE PRORATED REGARDLESS OF USAGE.

1 GENERAL PROVISIONS

1.1 **Privacy.** Certain information about you is subject to our Privacy Policy posted on the Website. For more information, see our full privacy policy at <http://www.icommconnect.com> under documents. Notwithstanding the foregoing, the Company reserves the right at all times to disclose any information as the Company deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion. You understand and agree that the Privacy Policy, including the Company's enforcement of that policy, is not intended to confer, and does not confer, any rights or remedies upon any person. We may change our Privacy Policy from time to time, and our changes are effective upon the posting of those changes on the Website. This posting may be done without notice to you, as provided in the Privacy Policy.

1.2 **Customer Proprietary Network Information (“CPNI”).** Certain of the information the Company possesses concerning customer’s service may be deemed

CPNI. The Company will refrain from using Customer CPNI or passing on CPNI to any third-party in violation of CPNI regulations.

2 CONTENT

2.1 The Company grants you a limited right to access and make personal use of the Service and not to download (other than page caching) or modify it, or any portion of it, except with the express written consent of the Company. This right of use does not include any resale or commercial use of the Service, the Website or its contents; any collection or use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information; or any use of data mining, robots, or similar data gathering and extraction tools. Any unauthorized use terminates the permission or right of use granted by the Company. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the Company www.icommconnect.com so long as the link does not portray the Company, or its products or services, in a false, misleading, derogatory, or offensive manner.

The Company does not claim ownership of any information, data, text, communications, software or graphics, music, sound, photographs, video, messages or other materials (each, "Content") you submit or make available for inclusion on the Website. However, with respect to submitted Content you may post on the Website, you grant the Company a world-wide, royalty free and non-exclusive license(s) to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Website solely for the purposes of providing the Website services. This license exists only for as long as you are paying for the service and elect to continue to include, transmit or store such Content on the Website and will terminate at the time you remove or the Company removes such submitted Content from the Website. You expressly warrant you have the right to grant this license in any Content you upload, store or transmit to or through the Website. If you do not have the right to grant such license, you should not be uploading, storing or transmitting such material, and doing so will be a breach of the TOU. You acknowledge that the Company may or may not pre-screen Content, but that the Company and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the Website. Without limiting the foregoing, the Company and its designees shall have the right to remove any submitted Content that violates the TOU or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by, or submitted to the Company.

2.2 **Product Submissions.** The Company receives many inquiries and suggestions regarding new product ideas, but does not accept any unsolicited submissions of new products, creative suggestions, ideas, notes, drawings, concepts or other information

(each, "Information"). Although we are honored you would think of us, the Company relies on its employees to supply its new product and other creative ideas. The Company has found it necessary to adopt this policy because some companies in our industry have had claims made against them by people who allege that a company used an idea, even though the company had received only the most general of concepts. Since the employees of the Company are constantly working on a number of ideas in many areas, some of which might be similar to an idea you seek to send to the Company, we cannot accept any outside submissions or the risks associated with these submissions.

If you send the Company any Information despite our request that you do not do so, you agree that any and all Information you send the Company is in the public domain, is not confidential and is sent by you for use by the Company without payment or compensation to you or acknowledgement of the source. For any Information you submit to the Company, you grant the Company a world-wide, royalty free, fully paid-up and non-exclusive license(s) to use, distribute, reproduce, modify and adapt such Information for the sole benefit of the Company. The Company makes no warranty to you, whether express or implied, regarding its use of any Information you may submit to the Company.

2.3 Links. The Company may provide, or third parties may provide, links to other World Wide Web sites or resources. Because the Company has no control over such sites and resources, you acknowledge and agree that the Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

2.4 The Company's Intellectual Property Rights. The Content provided by the Company (that is, Content other than as submitted by site users) on the Website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of the Company or its content suppliers, partners, or affiliates, and is protected by U.S. and international copyright laws. The compilation of all Content on the Website is the exclusive property of the Company and is protected by U.S. and international copyright laws. All software used on this site is the property of the Company or its software suppliers and is protected by U.S. and international copyright laws. You acknowledge and agree that the Website contains proprietary and confidential information that is protected by applicable U.S. and international intellectual property and other laws. Except as expressly authorized by the Company, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Website, including its interface, in whole or in part, and other logos and product and service names that are trademarks of the Company (the "Company

Marks"). Unless you have written permission, you agree not to display or use in any manner, the Company Marks.

3 MISCELLANEOUS

3.1 No agency, partnership, joint venture, or employment is created as a result of the TOU and you do not have any authority of any kind to bind the Company in any respect whatsoever. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

3.2 **Notice.** Any notice by us to you may be made at our option via a posting on the Website or via email or first class mail. It is your responsibility to check the Website from time to time for updates. Your continued use of the Website constitutes your agreement to and acceptance of the TOU and any changes to it.

3.3 **Choice of Law, Compliance with Applicable Laws.** The laws of the State of Maine, excluding its conflicts-of-law rules, govern the TOU and your account. User conduct may be subject to other local, state, national, and international laws. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

You and ICC agree that any cause of action arising out of or related to the TOU, the Service or the Website must commence within one (1) year after the events giving rise to the cause of action first arose; otherwise, such cause of action is permanently barred. ICC's failure in any instance to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ICC in writing.

You expressly agree that exclusive jurisdiction and venue for any claim or dispute with the Service or relating in any way to your account or your use of the Website resides in the state and federal courts sitting in the County of Cumberland, Maine, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Cumberland County, Maine in connection with any such dispute including any claim involving the Company or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any content or software subject to restrictions under such laws to a national destination prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to the Website any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. This assurance and commitment shall survive termination of the

TOU. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes any portion of the Website or the Service.

3.4 ICC's enhanced telephony services are not intended to be Customer's primary access to telecommunications services. Therefore, Customer acknowledges ICC's service cannot be used to Access 911 or E-911 services. Customer acknowledges it has communicated this limitation to its employees and agrees to indemnify and hold ICC harmless from any damages claimed or assessed against ICC for the inability to access 911 or E-911 services.

3.5 **Early Termination Fee.** In the event Service is cancelled or terminated ("Terminated") prior to conclusion of its term, Customer shall pay an Early Termination Fee to Company. Customer acknowledges that the Early Termination Fee is reasonably calculated to reimburse Company for the rate concessions Company provided to Customer in exchange for the term(s) specified herein. The Early Termination Fee shall be determined as follows:

3.5.1 Upon notice by Customer to terminate this Service prior to conclusion of its term or termination by Company due to a breach of this TOU or non-payment of fees charged to Customer, Customer, in addition to having to pay all past due amounts, shall also be liable for an amount equal to the average of Customer's monthly invoices over the three(3) month period prior to the effective date of termination, multiplied by the months remaining in the term (but for the early termination) the sum of which will be the Early Termination Fee.

3.5.2 The Early Termination Fee shall be due and payable to Company on the effective date of termination in a lump sum payment.

3.6 **Headings.** The section titles in the TOU are solely used for the convenience of the parties and have no legal or contractual significance. The TOU constitutes the entire agreement between you and ICC with respect to the subject matter herein and supersede in their entirety any and all prior or contemporaneous oral or written agreements. You may not assign any rights or obligations under the TOU to any other party without the express written consent of ICC.