

## TACTAL SUBSCRIPTION AGREEMENT

This TACTAL Subscription Agreement (“**Agreement**”) is by and between you (“**Client**”) I-Comm Connect LLC (“**I-Comm**”), a Delaware limited liability company, and Fore Street Telecom LLC (“**FST**”), a Delaware limited liability company, both with offices located in Portland Maine, (I-Comm and FST are collectively referred to herein as the “**Service Providers**”). The Agreement sets forth the obligations and conditions between you and the Service Providers relating to your use of the Services (as defined herein). Please read this Agreement carefully. Your use of the Services is expressly conditioned on your acceptance of this Agreement.

**BY CLICKING THE “I AGREE” ICON BELOW, AND/OR BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE SERVICE PROVIDERS TERMS OF USE, (“TOU”) AND PRIVACY POLICIES. IF YOU DO NOT AGREE TO ANY TERM OR CONDITION OF THIS AGREEMENT, OR OF THE TOU'S OR PRIVACY POLICIES, DO NOT USE THE SERVICES AND EXIT IMMEDIATELY BY CLICKING THE “I DO NOT AGREE” ICON BELOW.**

WHEREAS, I-Comm allows access to its patent-protected technology that allows a business to place a “Call Now” button on its website as a means of customer support via SaaS subscription (the “**TACTAL Technology**”);

WHEREAS, FST supplies VoIP phone/telecommunications services to the public in general and specifically, when and as needed, in support of the TACTAL Technology (the “**Teleco Support**”);

WHEREAS, the Client would like to subscribe to access the TACTAL Technology for use with the Teleco Support (collectively the “**TACTAL Service**”) in connection with Client’s business to allow customers and potential customers to communicate with Client’s customer service department or other business departments of Client;

WHEREAS, Service Providers and Client acknowledge and agree that this Agreement shall be effective and in force immediately upon the date that Client clicks the “I Agree” icon below (the “**Effective Date**”).

NOW THEREFORE, the parties agree as follows:

### **1. SERVICES.**

1.1 **Services.** The Teleco Support provision of the TACTAL Service is a one touch calling solution delivered via SaaS that enables a customer to place a free VoIP call through their browser from anywhere in the world with an internet connected device. Subject to and conditioned on Client's compliance with the terms and conditions of this Agreement, during the Term and any subsequent subscription period, the Service Providers shall use commercially reasonable efforts to provide to Client remote electronic access to and use of the TACTAL Service.

1.2 **Service and System Control.** Except as otherwise expressly provided in this Agreement, Client has and will retain sole control over the operation, maintenance and management of, and all access to and use of, Client's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Client or through the use of third-party services (the “**Client Systems**”), and sole responsibility for all access to and use of the TACTAL Service and related materials by any person by or through the Client Systems or any other means controlled by Client or any authorized users with access to administration functions, including any: (i) results obtained from any use of the TACTAL Service or related materials; and (ii) conclusions, decisions or actions based on such use.

1.3 **Changes.** I-Comm reserves the right, in its sole discretion, to make any changes to the TACTAL Technology and FST reserves the right, in its sole discretion to make any changes to the Teleco Support that either deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the TACTAL Service to its customers, (ii) the competitive strength of, or market for, the Service Providers’ services and products or (iii) the cost efficiency or performance of the TACTAL Service; or (b) to comply with applicable law. Without limiting the foregoing, any party may, at any time during the term of this Agreement, request in writing changes to the TACTAL Service.

1.4 **Subcontractors.** Either Service Provider may from time to time in its discretion engage third parties to perform services in connection with providing its portion of the TACTAL Service and its other services and products.

## 2. CLIENT RESPONSIBILITIES.

2.1 **Internet Connectivity.** Client will be responsible for providing the necessary connection between the Client’s location(s) and the internet. Client agrees no Service Provider will have liability for and Client will not be excused from any of its obligations under the Agreement as a result of the quality, speed or interruption of the communication lines from the Client’s location(s) to the internet. Provided Client supplies the communication connectivity to the internet, together the Service Providers shall provide the Client access to the necessary servers and the software as needed with support personnel being available.

2.2 **Client’s Customer information.** Client has and will retain sole responsibility for: (a) all data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from or by Client or an administrative user by or through the Services or that incorporates or is derived from the processing of such information, data or content by or through the TACTAL Service (“**Customer Data**”); (b) all information, instructions and materials provided by or on behalf of Client or any administrative user in connection with the TACTAL Service; and (c) the Client Systems.

2.3 **Implementation.** Client agrees to provide the Service Providers with such access, cooperation, materials, information, and support which the Service Providers deem to be

reasonably required to allow them to successfully implement the services. Client understands and agrees that the Service Provider's obligations hereunder are expressly conditioned upon Client providing such access, cooperation, materials, information and support.

### 3. GRANT OF LICENSE.

3.1 **License of TACTAL Technology.** Subject to the terms of this Agreement, I-Comm grants to Client a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited term license, during the period of access granted by I-Comm, to use the TACTAL Technology or portions thereof, as the case may be, on a remote access basis via the internet during the subscription period. Any data Client enters into the TACTAL Service may be permanently lost upon termination of Client's access to the TACTAL Service.

3.2 **License Conditions.** Except as otherwise expressly permitted in this Agreement, Client shall not itself, or through any parent, subsidiary, affiliate, agent or other third party: (i) make the TACTAL Service available to anyone other than as agreed in this Agreement; (ii) sell, resell, rent, lease, distribute, publicly display or otherwise exploit the TACTAL Service; (iii) use the TACTAL Service to store or transmit malicious code, infringing, libelous, or otherwise unlawful or tortious material, or other material in the TACTAL Service; (vi) copy, frame or mirror any part or content of the TACTAL Service; (vii) modify, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code of the TACTAL Service; or (viii) access the TACTAL Service in order to build a competitive product or service or copy any features, functions or graphics of the TACTAL Service.

3.3 **Use of TACTAL Service.** Use of the TACTAL Service is subject to the TOUs. The Terms of Use of I-Comm are available at [www.icommconnect.com](http://www.icommconnect.com) and the Terms of Use of FST are available at [www.forestreetteleco.com](http://www.forestreetteleco.com) (collectively the "**Terms of Use**" or "**TOU's**").

### 4. PRICING/PAYMENT.

4.1 **Terms.** Client agrees to pay the Service Providers the fees described in the payment plan selected by the Client'. Client will be issued a single invoice with the fees related to each Service Provider broken out. Client will be responsible for any sales, use, excise, withholding, import or export, value added or other tax or duty, and all government permit or license fees, and customs or similar fees, levied upon the use of the TACTAL Service (except taxes on the Service Providers' income). Unless otherwise specified, all payments will be made automatically based on the payment method selected by the client. Payments are nonrefundable and will be made without right of set-off or charge back. If the Client's chosen automatic payment method should fail for any reason, Service Providers shall immediately notify Client of such failure. Client shall have Fifteen (15) days to remedy said failure. Should Client fail to provide an alternate form of payment and remedy the payment delinquency Service Providers may suspend providing the TACTAL Service

until such delinquency is corrected. *See also* the TOUs for additional terms related to pricing and consequences of delinquency.

**4.2 Add On Services.** If Client elects to receive any add on services to the TACTAL Technology that are offered by I-Comm or to the Teleco Support that are offered by FST to their customers for an additional charge over and above the subscription fees originally agreed to by the Client, then Client will be responsible for all charges associated with the add on services. All charges that relate to Teleco Support are exclusive of taxes. Client will, in addition to the charges associated with Teleco Support, be responsible for all taxes, fees, charges, assessments that are imposed or are authorized to be passed-through by any governmental, quasi-governmental or administrative agency.

## **5. OWNERSHIP.**

**5.1 TACTAL Service.** Notwithstanding anything to the contrary, except for the limited license rights expressly granted in this Agreement, the Service Providers reserve and will retain all rights, title and interest in and to the TACTAL Service and related materials, including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights and all modifications and derivative works. Client acknowledges that it is obtaining only a limited license right to use the TACTAL Service and any related materials provided and that irrespective of any use of the words “purchase,” “sale,” or like terms hereunder no ownership rights are being conveyed to Client under this Agreement or otherwise. *See also* the TOUs for additional terms.

**5.2 Feedback.** The Service Providers shall have a royalty-free, worldwide, transferable, sub licensable, irrevocable, perpetual license to use or incorporate into the TACTAL Technology or Teleco Support, as applicable, or any other product or service of either Service Provider, any suggestions, enhancement requests, recommendations or other feedback provided by Client or its employees or other representatives.

**5.3 Client’s Customer Data.** Client is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data.

**5.4 Other Materials.** Client agrees and acknowledges that Client is not obtaining any intellectual property right in or to any materials provided by either Service Provider to Client in connection with providing the TACTAL Service to Client, other than the rights of use specifically granted in this Agreement. Client will be entitled to keep and use all materials provided by a Service Provider to Client, but without any other license to exercise any of the intellectual property rights therein, all of which are hereby strictly reserved to the Service Provider which provided such materials. In particular and without limitation, materials may not be, modified, re-distributed, disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way. All of the Service Providers’ trademarks, trade names, logos and notices present on the materials will be preserved and not defaced, modified or obliterated.

6. **DISCLAIMER.** THE TACTAL SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. THERE IS NO GUARANTY OR WARRANTY THAT THE USE OF THE TACTAL SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.
7. **TERM AND TERMINATION.** The term of this Agreement commences on the Effective Date and continues until the earliest of (a) the last day of the then current billing cycle following I-Comm’s receipt of written notice from Client or (b) written notice of termination from I-Comm if Client breaches a material obligation under this Agreement and fails to cure such breach within thirty (30) days following the date Client has received I-Comm’s written notice of the breach and demand for cure. *See also* the TOUs for additional terms. Expiration or termination of client’s use of the TACTAL Technology shall also result in termination of the Teleco Support.
8. **CONFIDENTIALITY.** *See also* the Privacy Policy of I-Comm available at [www.icommconnect.com](http://www.icommconnect.com) and the Privacy Policy of FST available at [www.forestreetteleco.com](http://www.forestreetteleco.com) (collectively the “**Privacy Policies**”).

8.1 **Definition.** “**Confidential Information**” means and refers to all tangible or intangible information and materials, in any form or medium, whether furnished or disclosed to one party (the “**Receiving Party**”) by the other party (the “**Disclosing Party**”), or otherwise obtained, accessed or observed by the Receiving Party from the Disclosing Party, or any of its affiliates, contractors or suppliers, that satisfies at least one of the following criteria: (i) information or materials related to the Disclosing Party’s business, trade secrets, business plans, strategies, forecasts or forecast assumptions, operations, methods of doing business, records, finances, assets, technology (including software, data bases, data processing or communications networking systems), data or information or materials that reveal research, technology, practices, procedures, processes, methodologies, know how, or other systems or controls by which the Disclosing Party’s products, services, applications and methods of operations or doing business are developed, conducted or operated, and all information or materials derived therefrom or based thereon; (ii) information or materials designated or identified as confidential by the Disclosing Party, whether by letter or by an appropriate proprietary stamp or legend, prior to or at the time such information or materials are disclosed by the Disclosing Party to the Receiving Party; or (iii) information disclosed orally or visually, or written or other form of tangible information or materials without an appropriate proprietary stamp or legend, if it would be apparent to a reasonable person that such information or materials are of a confidential or proprietary nature. For clarity, any and all technology, documents, information and communications related to the TACTAL Service, including but not limited to any information relating to software plans, code, designs, functionality, costs, prices, trademarks and trade names, marketing plans, business opportunities, personnel, research, development or know-how, whether or not marked “confidential” or “proprietary,” shall be deemed to be the Confidential Information of the Service Providers.

**8.2 Protection and Use.** The Receiving Party agrees to protect the Confidential Information of the Disclosing Party in the same manner that it protects its own information of a similar nature, but in no event using less than a reasonable standard of care. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement. In addition, the Receiving Party will disclose the Disclosing Party's Confidential Information only to those of the Receiving Party's personnel who have a "need to know" Confidential Information (and only to the extent necessary) in order to fulfill the purposes contemplated by this Agreement.

**8.3 Legends.** The Receiving Party will not remove any copyright nor other proprietary notice of confidentiality contained on or included in the Disclosing Party's Confidential Information, and will reproduce any notice on any reproduction, modification or translation of the Disclosing Party's Confidential Information.

**8.4 Notification.** If the Receiving Party becomes aware of any threatened or actual violation of the obligations or restrictions agreed to by the Receiving Party with respect to the Disclosing Party's Confidential Information, the Receiving Party will immediately notify the Disclosing Party, and the Receiving Party will assist the Disclosing Party with its efforts to cure or remedy the violation.

**8.5 Exclusions.** The obligations of confidentiality assumed under this Section 8 (Confidentiality) will not apply to the extent the Receiving Party can demonstrate that the information:

8.5.1. is or has become generally known to the public, without any breach by the Receiving Party of the provisions of this Agreement or any other applicable agreement between the parties;

8.5.2. was rightfully in the possession of the Receiving Party, without confidentiality restrictions, prior to the Receiving Party's receipt from the Disclosing Party;

8.5.3. was rightfully acquired by the Receiving Party from a third party who was entitled to disclose the information, without confidentiality or proprietary restrictions;

8.5.4. was independently developed by the Receiving Party without using or referring to the Disclosing Party's Confidential Information; or

8.5.5. is subject to a written agreement pursuant to which the Disclosing Party authorized the Receiving Party to disclose the subject information.

**8.6 Legally Required Disclosures.** The obligations of confidentiality assumed under this Section 8 (Confidentiality) will not apply to the extent that the Receiving Party is required to disclose the Disclosing Party's Confidential Information under any applicable law, regulation or an order from a court, regulatory agency or other governmental authority having competent jurisdiction. Notwithstanding the foregoing, in the event that

the Receiving Party is served with a request from one of the aforementioned authorities, the Receiving Party will, to the extent legally permissible: (i) promptly notify the Disclosing Party of the request or order in order to provide the Disclosing Party an opportunity to seek a protective order; (2) provide the Disclosing Party with reasonable cooperation in its efforts to resist the disclosure, upon reasonable request by the disclosing Party and at the Disclosing Party's expense; and (3) disclose only the portion of the Disclosing Party's Confidential Information that is required to be disclosed under such law, regulation or order.

**8.7 Accounting for Confidential Information.** Upon the request of the Disclosing Party or the termination of this Agreement, whichever is earlier, the Receiving Party will return (or purge its systems and files of, and suitably account for) all Confidential Information supplied to, or otherwise obtained by, the Receiving Party in connection with this Agreement. The Receiving Party will certify in writing that it has fully complied with its obligations under this Section 8.7 (Accounting for Confidential Information) within seven (7) days following the date it receives a request from the Disclosing Party for certification.

**8.8 Equitable Relief.** Each party acknowledges that the failure to perform its duties under this Section 8 (Confidentiality) may cause the other party to suffer irreparable injury for which the injured party will not have an adequate remedy available at law. Accordingly, the injured party may seek to obtain injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting a bond or security and without prejudice to any other rights as may be available under this Agreement or under applicable law.

## **9. INDEMNIFICATION.**

**9.1 Indemnification of Client.** I-Comm shall defend, indemnify and hold harmless Client, from and against any and all third-party claims and demands ("**Third-Party Claims**") against the Client, and any damages, losses and expenses, including reasonable attorneys' fees, arising out of Third-Party Claims, arising out of or resulting from: (i) I-Comm's gross negligence or willful misconduct in connection with its performance under this Agreement; or (ii) the TACTAL Technology's infringement of any United States patent or copyright. FST shall defend, indemnify and hold harmless Client, from and against any and all Third-Party Claims against the Client, and any damages, losses and expenses, including reasonable attorneys' fees, arising out of Third-Party Claims, arising out of or resulting from FST's gross negligence or willful misconduct in connection with its performance under this Agreement

**9.2 Exclusions.** I-Comm shall have no obligation under this Section 9 (Indemnification) with respect to any claim of infringement of a third party's proprietary rights if such claim is based upon any modification or enhancement of the TACTAL Technology made by or on behalf of Client, or the combination, operation or use of the TACTAL Technology with products or materials not supplied by I-Comm, to the extent

that such infringement would not have occurred without such modification, enhancement, combination, operation or use.

**9.3 Indemnification Procedures.** If Client seeks indemnification under this Agreement, Client will: (i) give prompt written notice to the applicable Service Provider concerning the existence of the indemnifiable event; (ii) grant authority to such Service Provider to defend or settle any related action or claim; and (iii) provide all information, cooperation and assistance to such Service Provider as may be reasonably necessary for such Service Provider to defend or settle the claim or action. Client may participate at its own expense, directly or through counsel of its choice, in any defense and settlement, and the applicable Service Provider will not enter into any settlement agreement on terms that would admit Client's liability or require Client to make any payment, without the prior written consent of Client.

**9.4 Sole Remedy.** This Section (Indemnification) sets forth the Service Providers' entire obligation and liability, and Client's sole and exclusive remedy, for any claim(s) covered thereby.

**10. LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER SERVICE PROVIDER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF SUCH SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH SERVICE PROVIDER'S AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES. THE ALLOCATIONS OF LIABILITY IN THIS SECTION 10 REPRESENT THE AGREED AND BARGAINED FOR UNDERSTANDING OF THE PARTIES, AND THE COMPENSATION OF THE SERVICE PROVIDERS FOR THE TACTAL SERVICE PROVIDED HEREUNDER REFLECTS SUCH ALLOCATIONS. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION DO NOT APPLY TO DAMAGES: (i) ARISING FROM CLAIMS FOR WHICH EITHER SERVICE PROVIDER HAS AGREED TO INDEMNIFY CLIENT UNDER THIS AGREEMENT; OR (ii) ARISING FROM EITHER PARTIES BREACH OF ITS OBLIGATIONS UNDER SECTION 9 (CONFIDENTIALITY). *See also* the TOUs for additional terms.

**11. PUBLICITY.** Following the end of the Term, Client will reasonably cooperate with the Service Providers in their marketing of the TACTAL Service and related services by serving as a customer reference for the Service Providers. Specifically, Client will, upon reasonable advance notice, (i) provide a fair review of the Service Providers' services to prospects; (ii) allow the Service Providers to develop a case study analysis of its



implementation and integration experience with Client to be used by the Service Providers in their marketing initiatives; and (iii) permit the Service Providers to identify Client as a Client on its website and other marketing materials.

**12. INSURANCE.** During the term of this Agreement, I-Comm will maintain, at its own expense, insurance coverage in the following types and minimum amounts: (i) General Liability with \$2,000,000 aggregate limit, \$1,000,000 per occurrence; and (ii) Cyber Coverage with \$2,000,000 aggregate limit; and FST will maintain, at its own expense, insurance coverage in the following types and minimum amounts: General Liability with \$2,000,000 aggregate limit, \$1,000,000 per occurrence.

**13. GENERAL.**

**13.1 Entirety; Conflicts.** This Agreement together with the attached Addendum, the TOUs and the Privacy Policies represents the entire agreement of the parties with regard to the TACTAL Service and supersedes all other agreements related to this subject matter, except for any nondisclosure agreement entered into by the parties. The Addendum, the TOUs and the Privacy Policies are incorporated in their entirety into this Agreement and are an integral part of this Agreement.

**13.2 Survival.** Sections 3.2 (License Conditions), 5 (Ownership), 6 (Disclaimer), 8 (Confidentiality), 9 (Indemnification), 10 (Limitation of Liability), 11 (Publicity), and 13 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement for any reason.

**13.3 Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maine without reference to its conflict of laws principles. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts located in Cumberland County, Maine, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.

**13.4 Relationship of Parties.** No agency, partnership, joint venture or employment is created as a result of this Agreement.

**13.5 Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after sending by facsimile with confirmation of receipt. Notices to either Service Provider shall be addressed to the attention of its Chief Administrator and should be sent to:

I-Comm Connect LLC  
PO Box 15415  
Portland, ME 04112-5415

Fore Street Telecom LLC  
PO Box 15395  
Portland, ME 04112-5395

Notices to Client shall be addressed to Client's designated Administrative and/or Billing Contact. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

**13.6 Waiver and Cumulative Remedies.** No failure or delay by any party in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy or any other right or remedy. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**13.7 Assignment.** No party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other parties (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, any party may assign this Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, except that Client shall have no right to assign this Agreement to a competitor of either Service Provider. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**13.8 Force Majeure.** No party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, war, riots, acts of civil or military, judicial actions, acts of God, or any other casualty or natural calamity; in each case, provided that (a) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (b) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such event.

**13.9 Miscellaneous.** Delivery of an executed counterpart of this Agreement by facsimile or any other reliable means shall be deemed to be as effective for all purposes as delivery of the manually executed counterpart. This Agreement may not be amended except in writing signed by both parties. If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.

**13.10 Letter of Agency:** Clients utilizing Teleco Support through FST shall be required to separately and independently agree to the terms of the Letter of Agency ("LOA") as set forth in 'Addendum A' to this Agreement. Teleco Support shall not be accessible until such LOA has been executed by Client.

## **ADDENDUM A**

### **Letter of Agency for Fore Street Telecom, LLC**

**By clicking “I Agree” I, as the authorized representative of the TACTAL Subscriber, hereby authorize FST to act as the agent in all matters relating to the TACTAL Subscriber’s long distance service/toll free service. In particular, but not limited to, to select and change PIC choice of the transport carrier, and the rates and billing method, and to obtain information relating to the TACTAL Subscriber’s account from the TACTAL Subscriber’s local phone company. I understand this authorization will remain in effect until withdrawn by written notice. I understand (i) that the TACTAL Subscriber may only subscribe to one long distance carrier for the service. (ii) I authorize FST to call the TACTAL Subscriber’s local phone company and change the current PIC choice. (iii) FST or the actual underlying carrier’s name may appear on the TACTAL Subscriber’s local telephone company bill, (iv) There may be a charge from the local phone company for subscribing the TACTAL Subscriber’s long distance service to transport carrier, (v) There may be a charge from the TACTAL Subscriber’s local telephone company should I decide or my agent decides to change the long distance transport after the TACTAL service begins. If this application is accepted and credit is thereby extended, the TACTAL Subscriber agrees to pay by the stated due date all charges incurred and billed to the TACTAL Subscriber for long distance, toll free, calling card usage and any other service contracted for herein or that may be contracted for. All parties agree that facsimile signatures are binding.**