

## COMMUNITYSAFE™ TERMS & CONDITIONS

- 1. Grant of Rights.** CALLCOMMAND hereby grants to Customer, and Customer hereby accepts from CALLCOMMAND a non-transferable, non-exclusive right of use subject to the terms and conditions set forth herein. Customer is restricted to use for Customer's own internal business purposes. It does not extend to any parent, subsidiary, affiliate or any other person or entity. Customer shall have no right to resell, distribute or otherwise transfer or permit usage of CommunitySafe™ by any other person except as expressly authorized and contemplated hereunder. Title to CommunitySafe™ and all rights of copyright, patent or other intellectual property therein are and shall at all times remain solely and exclusively with CALLCOMMAND. Customer shall keep this use free and clear of all liens, claims and encumbrances.
- 2. Term and Termination.** Unless otherwise agreed in writing, the initial term of this Agreement shall become effective on the latter of the provisioning or in-CommunitySafe™ date ("Effective Date") and shall continue as set forth on the signature page ("Initial Term"). If no such term is provided, the Initial Term shall continue for 12 months. After expiration of the initial Term, this Agreement shall automatically renew for periods of twelve (12) months (each a "Renewal Term") (the Initial Term and each Renewal Term are collectively the "Term.") unless either party provides the other with at least sixty (60) days notice prior to the end of the then current Renewal Term. Customer agrees to pay CALLCOMMAND'S then current rates during each Renewal Term, and unless agreed otherwise in writing with CALLCOMMAND, pricing shall be based upon the same pricing method as Customer selected during the Initial Term. In addition, this Agreement and the rights granted hereunder shall terminate at the option of CALLCOMMAND in the event of any breach by Customer of the terms of this Agreement. The termination of this Agreement (for whatever reason) shall not terminate any liability or obligation of Customer hereunder which accrues prior to such termination, including, without limitation, Customer's obligation to pay any amounts due to CALLCOMMAND through the end of the then current Term or liability for loss or damage on account of such breach. Upon termination, Customer shall cease using CommunitySafe™ (hereinafter "CommunitySafe™"), as well as all confidential information and other information, documentation and processes of CALLCOMMAND. CALLCOMMAND may terminate this Agreement in the event of use of the CommunitySafe™ in violation of this Agreement or otherwise in a manner that could reasonably harm the reputation of the CommunitySafe™ or the reputation of CALLCOMMAND or any of its affiliates and subsidiaries, and the directors, officers, employees, agents, representatives and subcontractors of each of them. Customer may not terminate this Agreement other than cause of gross negligence or fraud on CALLCOMMAND's behalf.
- 3. Use of CommunitySafe™/Adoption of Acceptable Use Policy.** Simultaneous with the execution of this Agreement and prior to using the CommunitySafe™, Customer agrees to take all such action necessary to adopt and enforce the Acceptable Use Policy in the form attached hereto as Exhibit A and incorporated herein (the "Policy"). By signing this Agreement, Customer acknowledges receipt of the Policy. Customer in its sole discretion may amend the Acceptable Use Policy for its use but only according to terms, which, upon application would be in compliance with applicable laws and only where such amendment is more restrictive than the terms provided on the Policy supplied by CALLCOMMAND. Customer shall provide timely notice of any changes to CALLCOMMAND. Customer acknowledges that sending of calls pursuant to prerecorded messages is regulated pursuant to federal and state law, and any modifications to the Policy, which are less restrictive than applicable law, may be in violation of such law. Customer agrees to comply with all applicable federal and state laws when using the CommunitySafe™, including laws that apply in the state where calls are made, as well as laws that apply in states where calls are received. Customer agrees to take reasonable steps, independent of CALLCOMMAND, to stay informed as to applicable state and federal laws as it applies to use of the CommunitySafe™. Customer further agrees that all marketing and other campaigns designed for use with the CommunitySafe™ shall be designed solely by Customer, subject to technical support and a help line that may be available from time to time through CALLCOMMAND. Customer shall have access to ready made scripts of CALLCOMMAND in the design of Customer's telephone campaign by Customer. Customer's failure to strictly follow and enforce the Policy and/or failure to operate in connection with applicable law shall be grounds for termination of this Agreement by CALLCOMMAND. Customer shall only send calls directly related to the business of Customer. Customer agrees to pay, in addition to any other damages resulting from such violation, all remaining charges due or to become due through the remainder of the then existing Term. Unless otherwise agreed in writing, calls may not be made outside of the United States.
- 4. Customer Equipment/ISP.** Any and all additional items of equipment exclusive of the CommunitySafe™, which Customer may need to access to use this program, are not intended to be the subject of this Agreement. Customer acknowledges that access to the CommunitySafe™ is via "internet CommunitySafe™ provider (ISP)" static line and that Customer is responsible for the installation and cost of said line at its place of business. Customer shall select an ISP of its choice. Customer acknowledges that CALLCOMMAND shall have no responsibility for the quality of CommunitySafe™ extended to Customer by its selected ISP.
- 5. Password Usage/Consumer Information.** Customer agrees to take strict measures to protect the security of its assigned password and agrees that all consequences resulting from Customer's use of said password shall be the sole responsibility of Customer. Customer is solely responsible for all information submitted through the CommunitySafe™ via its assigned password. Customer represents, warrants and covenants to CALLCOMMAND that any and all information of customers or other persons which is provided to CALLCOMMAND or used through the CommunitySafe™ by Customer is provided in compliance with all applicable laws, including without limitation consumer privacy laws. Customer further

covenants to CALLCOMMAND to promptly notify CALLCOMMAND in writing of all requests that it receives from third parties to be included on a no-call list, so that the CommunitySafe™ will not permit calls to be made to the customer. Customer may not rent, disclose, publish, sell, assign, lease, sublicense, market or transfer any content of the CommunitySafe™ nor use it in any manner not expressly authorized by this Agreement. Any communication or material that Customer sends to CALLCOMMAND electronically or otherwise will not be sold, shared or used for any purpose other than the execution of calls for the Customer. In the event that multiple Customers share the same customer base, each has equal right to the customer, and the CommunitySafe™ will not prevent calls to the customer from other Customers.

**6. Additional Intellectual Property Issues.** Customer shall not itself, or permit any third party to, modify, reverse engineer, reverse compile or disassemble the CommunitySafe™ in whole or in part, including without limitation the object or source code underlying the CommunitySafe™, nor shall it use the process which is used with the CommunitySafe™ or any variation thereof for any reason whatsoever other than as expressly authorized and contemplated by this Agreement. Customer acknowledges and agrees that all content, products, CommunitySafe™s, programs and/or technology on the CALLCOMMAND's website is the property of CALLCOMMAND, and Customer shall not claim any interest in such property except as expressly provided and contemplated under this Agreement. Such information may not be copied, distributed, displayed, adapted, modified or made into derivative works, or otherwise used even if merged with other websites, except as expressly authorized and contemplated by this Agreement. Any use of content, code or process without the express permission of CALLCOMMAND or the rightful owner is strictly prohibited. CALLCOMMAND reserves any rights not expressly licensed herein. Customer agrees not to alter or remove any copyright or trademark notice or proprietary legend contained in or on any content. Any trademark, logos and CommunitySafe™ marks displayed on CALLCOMMAND's website, whether registered or unregistered are property of their respective owners. Customer agrees that it will not directly or indirectly infringe on any copyrights or patents or other intellectual property either approved or pending for CALLCOMMAND, including without limitation, any attempts to develop a similar or like system that would be competitive with CommunitySafe™.

**7. Payment Terms.** Invoices for CommunitySafe™ are due and payable in U.S. dollars within thirty (30) days of invoice date (Invoice Due Date"). Payments not received within thirty (30) days of invoice date are considered past due. In addition to CALLCOMMAND undertaking any of the actions set forth in this Agreement, if any invoice is not paid when due, CALLCOMMAND may: (i) apply a late charge equal to 2% (or the maximum legal rate, if less) of the unpaid balance per month and/or (ii) take any action in connection with any other right or remedy CALLCOMMAND may have under this Agreement in law or in equity. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any CALLCOMMAND invoice, Customer shall submit to CALLCOMMAND by the Invoice Due Date, full payment of the undisputed portion of any CALLCOMMAND invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. CALLCOMMAND and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after CALLCOMMAND receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to CALLCOMMAND shall be due within (10) days of resolution of the dispute. Call Command may require Customer to discontinue use of CommunitySafe™ during the term of any dispute. Pricing includes unlimited calls to the loaded numbers; provided, however, that said pricing is based upon reasonable use of CommunitySafe. If in CALLCOMMAND'S sole discretion it determines that Customer's use of CommunitySafe is disproportionately greater than most other customers of CALLCOMMAND, CallCommand may at its option either curtail usage or promptly terminate Customer's rights to use CommunitySafe. If Customer selects the Per Student/Member pricing option, Customer covenants to provide CALLCOMMAND within thirty (30) days prior to the start of each twelve (12) month period of this Agreement with an accurate update of the number of Students/Members at such time. Upon request of CALLCOMMAND, Customer agrees to provide substantive evidence supporting said number. If Customer fails to timely provide said information, CALLCOMMAND shall have the right to invoice Customer based upon the number of numbers loaded into the CommunitySafe system, and Customer shall pay fees based on CALLCOMMAND'S then current pricing generally.

**8. Indemnification.**

**A.** It is the responsibility of Customer to make all decisions related to the appropriateness of data supplied for use through the CommunitySafe™, as well as Customer's responsibility to maintain and enforce Customer's Acceptable Use Policy and the use of CommunitySafe™ in compliance with all applicable laws. Customer expressly assumes the risk of any error or omission in connection with the information used or transmitted pursuant to this Agreement and the calls made by or on behalf of Customer. Customer shall indemnify, defend and hold harmless CALLCOMMAND and its parent company, affiliates, subsidiaries, officers, directors, employees and owners of each of them from and against any and all claims, losses, demands, actions, causes of actions, damages, liabilities, expenses (including reasonable attorneys' fees and court costs), judgments and other expenses arising out of, or on account of, any breach of this Agreement or the terms of the Agreement or any allegations, incidents or claims related to the use of CommunitySafe™ or any related services (collectively "Claims"). In the event a Claim relates to the negligence of both parties, the relative burden of the Claim shall be attributed equitably between the parties in accordance with the principles of comparative negligence. The preceding is not intended to limit customer's responsibilities described in Section 3 above. This Indemnification obligation shall survive termination of this Agreement for a period of eighteen (18) months, regardless of the reason for termination.

**9. Security And Access.** Employees and agents of CallCommand and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

**10. Customer Obligations.** Prior to requesting repair of CommunitySafe™ from CALLCOMMAND, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the CommunitySafe™ is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the CommunitySafe™ reasonably requested by CALLCOMMAND.

**11. Warranty And Liability Exclusions.** USE OF COMMUNITYSAFE™ AND ANY RELATED SERVICES IS AT CUSTOMER'S SOLE RISK. CALLCOMMAND DOES NOT WARRANT THAT THE COMMUNITYSAFE™™ WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES CALLCOMMAND MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE COMMUNITYSAFE™. CALLCOMMAND DOES NOT WARRANT INTERNET SECURITY. CALLCOMMAND MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INFORMATION SECURITY IN RELATION TO THE USE OF COMMUNITYSAFE™ OR ANY RELATED SERVICES. IN NO EVENT SHALL CALLCOMMAND BE LIABLE TO CUSTOMER, CUSTOMER'S OWN CUSTOMERS, OR ANY OTHER THIRD PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY TYPE OF INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, ACTUAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OR DAMAGES OF ANY KIND RESULTING FROM LOST DATA OR INABILITY TO USE DATA, OR DAMAGES RESULTING FROM USE OF COMMUNITYSAFE™ BY CUSTOMER AND/OR ANY PERSON IN VIOLATION OF APPLICABLE LAW, IRRESPECTIVE OF WHETHER CALLCOMMAND HAS BEEN INFORMED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, NOTWITHSTANDING THE FOREGOING CALLCOMMAND SHALL ONLY BE LIABLE AS PROVIDED IN SECTION 8 ABOVE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS AGREEMENT, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OTHER TORTS OR WERE FORESEEABLE. IF CALLCOMMAND'S DISCLAIMER OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL FOR ANY REASON WHATSOEVER BE HELD UNENFORCEABLE OR INAPPLICABLE, CUSTOMER AGREES THAT CALLCOMMAND'S LIABILITY SHALL NOT EXCEED \$20,000.

**12. System Maintenance.** In the event CallCommand determines that it is necessary to interrupt services or that there is a potential for services to be interrupted for the performance of system maintenance, CallCommand will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance (absent urgent matters) during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by CallCommand.

**13. Authorized Use of Name.** Without the other party's prior written consent, neither party shall: (i) refer to itself as an authorized representative of the other in promotional, advertising, or other materials; or (ii) use the other party's logos, trade marks, CommunitySafe™ marks, carrier identification codes (CICs), or any variations thereof in any of its promotional, advertising, or other materials, or in any activity using or displaying the other party's name or the CommunitySafe™(s) to be provided hereunder. Both parties agree to change or correct at their own expense any material or activity the affected party determines to be inaccurate, misleading, or otherwise objectionable under this section. Customer is authorized to use the following statements in its sales literature: (i) "Customer utilizes the CALLCOMMAND network," (ii) "Customer utilizes CALLCOMMAND's facilities;" (iii) "CALLCOMMAND provides only the network facilities;" and/or (iv) "CALLCOMMAND is our network provider."

**14. Disclosure / Data Privacy.** CommunitySafe™ is committed to maintaining your confidence and trust, and accordingly maintains complete privacy to protect the data you provide. Personal information, such as names or telephone numbers are private and confidential. Accordingly, the personal information you provide is stored in a secure location, is accessible only by designated staff, and is used only for the purposes for which you provide the information. Personal information will not be released to third parties except to further the purpose for which you provide the information. The preceding shall not, however, limit CallCommand's right to assign this Agreement, including all information provided by Customer.

**15. Events Of Default.** A "Default" shall occur if (a) Customer fails to make payment as required under this Agreement and such failure remains uncorrected for five (5) calendar days after written notice from CALLCOMMAND; or (b) either party fails to perform or observe any material term or obligation (other than making payment) contained in this Agreement and such failure remains uncorrected for thirty (30) calendar days after written notice from the non-defaulting party informing the defaulting party of such failure. In no event may Customer cure late payment more than once in any consecutive twelve (12) month period without the written consent of CallCommand. If Customer uses CommunitySafe for any unlawful purpose or in any unlawful manner, CALLCOMMAND shall have the right to immediately suspend and/or terminate any or all CommunitySafe™s hereunder without notice to Customer.

In the event of a Customer Default for any reason, unless otherwise noted herein, CALLCOMMAND may: (i) suspend CommunitySafe to Customer; (ii) cease accepting or processing orders for services; and/or (iii) terminate this Agreement. If a Customer Default results in CommunitySafe™ termination prior to the expiration of the term, the Customer will pay to CALLCOMMAND a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the Agreement. Customer agrees to pay CALLCOMMAND's reasonable expenses (including attorney and collection fees) incurred in enforcing CALLCOMMAND's rights in the event of a Customer default.

If nonrecurring charges associated with the installation of a CommunitySafe™ are waived and the CommunitySafe™ is then terminated prior to the expiration of the Agreement, the Customer will become liable for payment of the waived charges.

In the event of a CALLCOMMAND Default, Customer may terminate this Agreement without penalty. Customer will, however, remain liable for all charges incurred for CommunitySafe™s provided prior to Customer's termination of this Agreement.

**16. Governing Law/Resolution of Disputes/Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the United States but without regard to conflicts of law principles thereof. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event resolution cannot be reached at the operational level, the disputing party shall give the other party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the parties who have authority to settle the controversy. If the parties fail to resolve such controversy or claim within ten (10) days of the disputing party's notice, either party may bring a claim in court. In the case of equitable remedies, the parties may bring a claim directly to court rather than proceeding with the dispute process above. Jurisdiction and venue for any dispute between the parties arising under or involving the terms of this Agreement shall be exclusively in the United States District Court for the Southern District of Ohio or the courts of the State of Ohio, and the judgment of said courts on any matter may be entered in any court having jurisdiction over a party to this Agreement.

**17. Notices.** Any notice or demand desired or required to be given hereunder shall be in writing and (unless otherwise specified herein) deemed given when personally delivered (including delivery by commercial overnight courier service), or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed to the address set forth on the signature page hereof, or to such other address or person as hereafter may be designated in writing by the applicable party. Notice may also be provided by facsimile to the facsimile number provided on the signature page of the CommunitySafe™ Agreement Order Form (which is part of this Agreement) with evidence of successful transmission. Notice addresses may be changed by written notice sent according to the preceding terms.

**18. Waiver Of Breach Or Violation Not Deemed Continuing.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

**19. Status of Parties.** Nothing contained in this Agreement and no action taken by the parties pursuant hereto shall be deemed to constitute the parties as a partnership, an association, joint venture or other entity.

**20. Changes In Laws.** This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations materially and adversely impact the use of CommunitySafe, CallCommand may promptly terminate this Agreement.

**21. Force Majeure.** No party shall be held liable for any delay or failure in performance of any part of this Agreement, including any Schedule, caused by a force majeure condition, including fires, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition occurs, the Party whose performance fails or is delayed because of such force majeure condition ("Delayed Party") shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

**22. Amendments; Waivers.** Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

**23. Severability.** If any term, condition, or provision of this Agreement shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions and the rights and obligations of each Party shall be construed and enforced

accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

24. Assignment. Customer may not assign this Agreement without the prior written consent of CallCommand.

### CommunitySafe Acceptable Use Policy

**This Acceptable Use Policy** is the official policy ("Policy") of CALLCOMMAND ("Company").

- A. Company has licensed CommunitySafe technology (the "License") from Call Command, Inc a Delaware corporation, ("Call Command") from which Company intends to send recorded emergency and informational communications to individuals with an existing relationship or association with Company.
- B. Recorded telephone calls are regulated by federal laws and regulations, and Company desires to adopt this Policy for the purpose of complying with all such laws and regulations.

**NOW THEREFORE**, Company hereby adopts the following Policy for the purpose of complying with state and federal prohibiting the calling of telephone numbers on do not call lists:

Telephone Calls. **In addition to any other requirements set forth herein, as a condition to contacting any person via a pre-recorded message by telephone pursuant to the License, the call or message must be:**

- o **To a person with that person's prior express invitation or permission; and / or**
- o **To a person with whom the Company has an established business relationship at the time the call is made; and/ or**
- o **A call or message that is made for a commercial purpose but does not include the transmission of an unsolicited advertisement or constitute a telephone solicitation; and /or**
- o **For the purpose of soliciting charitable contributions by or on behalf of a tax-exempt nonprofit organization so long as the Company is a tax-exempt nonprofit organization.**

For purposes of this Policy, the term "prior express invitation or permission" means calls where the call recipient has (i) clearly stated that the Company may call, and (ii) clearly expressed an understanding that the Company's subsequent call will be made for the purpose of encouraging the purchase or rental of, the investment in, property, goods or services." Written permission should be obtained on a separate document. Such consent may be withdrawn at any time. For purposes of this Policy, the term "established business relationship" means a person related to the organization through membership or association.

Do-Not-Call Lists.

**The Company shall maintain a list of persons who do not wish to receive recorded telephone calls made by or on behalf of the Company.**

If any person notifies the Company that it does not want to be contacted by the Company, the Company will place the telephone number and name, if available, given by that person on the Company Do Not Call List within a reasonable time from the date of such request and in any case within thirty (30) days from the date of such request. A request by any person not to be contacted by the Company shall remain on the list for a period of 5 years from the date of the request unless the caller requests to be removed from the list. A subscriber's request not to be contacted by the Company terminates an established business relationship even if the consumer continues to do business with the Company.

Caller Identification Information. **The Company shall transmit caller identification information. The Company shall not intentionally prevent the transmission of caller identification information or block the use of a consumer's caller identification device.**

Content of Telephone Calls. **At the beginning of the Company's message to any consumer, the Company will provide a called party in a clear and conspicuous manner with the name of the individual caller, the name of the Company, and the Company's Customer Service Number or address at which the Company may be contacted. The Company will provide the name under which the Client is registered to conduct business with the state corporation**

commission (or comparable regulatory authority). The Company shall not use the License for the purpose of (i) calls in furtherance of political campaigns; (ii) telephone harassment or for deceptive or abusive acts or practices; or (iii) solicitation of property, goods, services or, if the Company is not a non-profit organization, solicitation of charitable contributions, or for any other form of solicitation.

Customer Service Number. The Company's Customer Service Number shall not be a 900 number or any other number for which charges exceed local or long distance transmission charges and the telephone number must be one that permits any individual to make a do-not-call request during regular business hours. The number should be answered by personnel that can explain the Company Telephone Solicitation policy (this document) and place the caller's number on the Company No Call List.

Prohibition Against Calling Certain Telephone Lines. The Company shall not send telephone communications or any form of prerecorded messages to any of the telephone lines listed below unless such number was given to them by the party being called for the express purpose of being contacted by the Company.

Any emergency line, including any 911 line and any emergency line of a hospital, medical physician or service office, health care facility, poison control center, or fire protection or law enforcement agency;

Any telephone number on the Company Do-Not Call List.

Timing of Calls. Telephone calls can be initiated anytime.

Company Compliance. The Company shall take adequate measures to provide all current Company personnel training with Call Command training on compliance with federal laws and this Policy. The Company's Chief Executive Officer shall then take the following actions to train all future personnel to ensure compliance with federal and state law:

- Establish and implement written procedures to comply with state and federal law and this Policy;
- Train all personnel engaged in any aspect of telephone solicitation in the existence and use of this Policy and the existence and use of the Company Do Not Call List. If any person requests a copy of the Company's no-call policy the Company shall supply this Policy upon request;
- Company Do Not Call List must be accessible at all times to all Company personnel for easy access and monitoring;
- Company must keep records of customer's name, telephone number(s), and notes for any calls, if any, the Company made in violation of the Do Not Call rules;

**STATE LAWS. THIS POLICY HAS BEEN PREPARED FOR THE PURPOSE OF COMPLIANCE WITH THE FEDERAL DO NOT CALL LAW. APPLICABLE STATE LAWS MUST BE AND WILL BE REVIEWED AND STRICTLY FOLLOWED BY THE COMPANY PRIOR TO SENDING PRE-RECORDED MESSAGES IN ANY STATE.**

Amendments. This Policy may be amended from time to time as directed by Call Command or as otherwise required to comply with applicable laws and regulations.