CALLMaster IVR Hosting Service

ToS - Terms of Service

General

This ToS applies automatically to all Speechsoft, Inc. clients upon subscription to the Services provided by Speechsoft, Inc or its vendors including subscription through a third party or any commercial partner. BY SUBSCRIBING TO SPEECHSOFT, INC'S SERVICES YOU ACCEPT TO ABIDE BY THE POLICIES LISTED IN THIS ToS. The service subscription is described on the web site www.speechsoft.com and as augmented by the "Service Order Invoice" document.

Speechsoft, Inc., agrees to provide services described in the Service Order(s) signed by the parties ("Services") to the customer subject to the following Terms of Service (ToS). Use of Speechsoft, Inc. services constitutes acceptance and agreement to these Terms of Service and all attachments. Speechsoft, Inc. will make all reasonable efforts to provide a quality service to the Customer.

Privacy

Speechsoft, Inc. will use the customer's personal information only as reasonably necessary to provide contracted services and to collect fees owed and will not disclose such information to any third party except as required by law as evidenced by an order of a court of competent jurisdiction and to collection services if needed. The Customer authorizes Speechsoft, Inc. to use its name, business name and comments in marketing documents. At any time, the Customer can send a written notice to withdraw this authorization.

Prohibited Usage

You agree that any of the below activities are considered prohibited usage and will result in immediate account suspension or cancellation without a refund and the possibility that Speechsoft, Inc. will impose fees; and/or pursue civil remedies without providing advance notice.

Misuse of System Resources: Misuse of system resources, including activity that knowingly consumes excessive IP Ports, CPU time (outside of reserved CPU), network capacity, disk IO or storage space.

Unsolicited Communications: Sending unsolicited bulk messages utilizing our network. Generating a significantly higher volume of outgoing e-mail than a normal user. Using a non-existent email return address. Open E-mail relaying. Sending out unsolicited email from any other network that points to a Speechsoft, Inc. server.

Access to Other Computers or Networks without Authorization: Attempting unauthorized and/or illegal access of computers, networks and/or accounts not belonging to party seeking access. Any act which interferes with the services of another user or network. Any act relating to the circumvention of security measures.

Other Activities viewed as Illegal or Harmful: Engaging in illegal activities or engaging in activities harmful to the operations of Speechsoft, Inc. or the customer.

Providing False Data on any Contract or Application: including fraudulent use of credit card numbers.

CALLMasterIP Hosting Services

Speechsoft, Inc. will provide to the Customer VoIP (Voice over Internet Protocol) IVR (Interactive Voice Response) call capacity to receive and/or make a specified maximum number of simultaneous ports/calls ("VoIP Bandwidth"), as specified in the Service Order. The service also provides the resources to perform Interactive Voice Response functionality. The IVR functionality will perform SIP protocol telephony call management to receive and place calls, Play and Record audio signals, detect and generate Dual Tone Multi Frequency (DTMF) signaling (commonly known as Touch Tones), work flow control of call, database interaction, and outbound email notification and web access specifically stated and defined in the "Service Order Invoice". Optional FAX over Internet Protocol (FoIP) capability is on a per order basis and may have a lower Bandwidth (simultaneous faxes) than the VoIP provided.

The Customer agrees to use VoIP bandwidth as described in the Acceptable Usage Policy and agrees that bandwidth shall not exceed the number of simultaneous calls for the Services ordered by the Speechsoft, Inc. will monitor the Customer's VoIP bandwidth usage and shall have the right to take corrective action if the Customer's bandwidth usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges based on the price stated on the Service Order.

DID and Toll Free Numbers

Any DID or Toll free numbers ported to the service by the customer is owned by the customer and can be ported at any time at the customer's request.

Any DID or Toll free numbers assigned in the commission of service rendered by Speechsoft and not ported to the service by the customer belong to Speechsoft, Inc. Purchase of Speechsoft numbers can be negotiated with the sales dept.

Speechsoft, Inc. shall maintain and control ownership of all numbers and addresses that may be assigned to the Customer by Speechsoft, Inc., and Speechsoft, Inc. reserves the right to change or remove any and all numbers and addresses, in its sole and absolute discretion.

Other Services

Upon request by the Customer, Speechsoft, Inc. may at its option, provide the Customer additional consulting and programming services. These services are outside the scope of this agreement and are governed by their own binding agreements.

Technical and non-technical support, such as application troubleshooting, communication diagnostics, network connectivity, application design, database integration and other support, in connection with the Customer's use of CALLMaster IVR Services is provided during standard business hours M-F 9-6 EST. Support is provided free of cost for the first 30 days. After 30 days various support plans are available contact sales@speechsoft.com

Immediate Threats

If, in the determination of Speechsoft, Inc., acting reasonably, the Equipment, software or hosted applications used by the customer or the activities of the customer poses an immediate threat to the physical integrity of the Premises or the physical integrity or performance of the equipment or network of Speechsoft, Inc. or any other user of the Premises, or poses an immediate threat to the safety of any person, then Speechsoft, Inc. may perform such work and take such other actions that it may consider necessary without prior notice to the Customer and without liability for damage to the Equipment or Data for any interruption of the Customer's (or its customers') businesses. As soon as practical after performing such work, Speechsoft, Inc. will advise, by email, the Customer of the work performed or the action taken.

Insurance

Under no circumstances will Speechsoft, Inc. be obligated to provide insurance coverage for any data owned by the customer and hosted in the Premises.

If the Customer is in default

If the Customer is in default of any of its obligations under this Agreement, then Speechsoft, Inc. may in its sole discretion do the following: without notice suspend access to the Customer Space or Services. If such default extends past 30 days then Speechsoft, Inc. may in its sole discretion remove customer application from hosted servers and delete all stored data. Any data or programs stored past 30 days will incur a monthly storage fee based on the amount of data and billed in advance monthly.

Billing and termination

Invoices are sent by email, upon request a copy can be sent by mail. First Month's Payment shown in the Service Order must be paid by the Customer to Speechsoft, Inc. before commencement of the Term. All other invoices must be paid by the Customer within 15 days from the date of Speechsoft, Inc.'s invoices, which invoices will be issued 15 days before the end of the last paid period.

Payments

The Customer will pay Speechsoft, Inc. the One-Time Setup Fees and Recurring Monthly Fees specified in the Service Order, as well as any charges for Other Services the Customer will pay all applicable taxes levied against or upon the services stipulated in the Service Order (as amended by the parties from time to time) or otherwise provided by Speechsoft, Inc. under this Agreement. All One-Time Setup Fees will be

payable in advance. Recurring Monthly Fees will be payable in advance upon the Customer's start date anniversary payment period. All other fees and the cost will be billed separately. Except for the First Month's Payment shown in the Service Order, which must be paid by the Customer to Speechsoft, Inc. before commencement of the Term, all amounts will be payable in American dollars within 15 days from the date of Speechsoft, Inc.'s invoices, which invoices will be issued 15 days before the end of the last paid period. Service interrupted for nonpayment is subject to a $35 USD reconnect charge. Accounts that are not paid 45 days after due date may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a Collection Fee. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS. Any payment not made when due will be subject to interest of two percent (2%) per month compounded monthly (equivalent to a yearly interest rate of 26.86%). Bounced checks are subject to a penalty fees of $20 USD.

The Customer will pay by pre-authorized payment to a Customer credit card, by wire transfer or by check of immediately available funds remitted to Speechsoft, Inc. Payment by wire transfer will only be accepted for 6 or 12 months prepayments.

Late payment

Service will be interrupted on past due accounts after a 48 hours notification. Service interrupted for nonpayment is subject to a $35 USD reconnect charge. Accounts that are not collectible by Speechsoft, Inc. may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this ToS.

Changes

Upon 30 days or greater written notice prior to the end of the initial commitment, Speechsoft, Inc. may change any fees payable under this Agreement.

Term and termination

The term of this Agreement shall begin upon the date the server is installed and made available to the customer and shall be for the period stated in the commitment section of the Service Order. If no commitment is stated, the term will be of 1 month. Agreement is renewed for successive 1 month after initial commitment until terminated by either Party. After initial commitment stated on the service order, either party may terminate this Agreement on the account's anniversary date (an account anniversary date corresponds to the day of the month at which an account was opened.) (i) for convenience on 48 hours before the next anniversary date written notice to the other party, or (ii) if the other party (x) commits a material default (which, in the case of the Customer, will include any failure to make any payment when due) and fails to rectify such default within 10 days after being given notice of such default by the other party, or (y) becomes the subject of any voluntary proceedings under any bankruptcy or insolvency laws, or becomes the subject of any involuntary proceedings under any bankruptcy or insolvency laws which are not dismissed or withdrawn within 60 days after filing.

Cancellation requests must be made via email or in writing with the customer's signature with at least 48 hours' notice and sent to : support@speechsoft.com or via mail at Speechsoft, Inc., 49 The Xing Armonk, NY 10504.

Refund policy

Any prepayment is a commitment regarding the payment period that cannot be refunded outside the terms of the satisfaction warranty which applies for 30 days following the opening of the account. However, when closing a service, the account may be credited with the value of advanced payments for that service. The credit may be used for further purchases at Speechsoft, Inc.

Payment obligation

Upon account activation, Speechsoft, Inc. reserves space, equipment and resources for the customer's needs. The Customer must pay its account even if he is not making any use of it.

Credit Authorization

The Customer hereby authorizes Speechsoft, Inc. and gives consent to Speechsoft, Inc. under applicable privacy laws for Speechsoft, Inc. to obtain credit information and bank and other financial references regarding the Customer for the purposes of assessing the Customer's credit worthiness, and the Customer will promptly execute and deliver to Speechsoft, Inc. such further documents and assurances and take such further actions as Speechsoft, Inc. may from time to time reasonably request in order to carry out the intent and purpose of this Section.

Limitation of Liability

THE CUSTOMER ACKNOWLEDGES THAT Speechsoft, Inc. PERMITS OTHER CUSTOMERS TO INSTALL THEIR SOFTWARE AND EQUIPMENT IN THE PREMISES AND ON THE SAME SERVERS. Speechsoft, Inc. WILL HAVE NO LIABILITY FOR ANY DAMAGES, COSTS, OR LOSSES INCURRED BY THE CUSTOMER (OR ITS CUSTOMERS) CAUSED BY SUCH OTHER LICENSEES' ACTS, EQUIPMENT, SOFTWARES, ACTIVITIES OR FAILURES TO ACT. THE LIMIT OF Speechsoft, Inc.'s LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR BY STATUTE OR OTHERWISE TO THE CUSTOMER (OR ITS CUSTOMERS) CONCERNING PERFORMANCE OR NON-PERFORMANCE IN ANY MANNER RELATED TO THIS AGREEMENT, FOR ANY AND ALL CLAIMS WILL NOT, IN THE AGGREGATE, EXCEED THE TOTAL FEES PAID BY THE CUSTOMER TO Speechsoft, Inc. UNDER THIS AGREEMENT IN THE IMMEDIATELY PRECEDING 3 MONTHS FROM THE DATE THE CLAIM AROSE. IN NO EVENT WILL Speechsoft, Inc. BE LIABLE FOR ANY LOST PROFITS, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

Force Majeure

Neither party will be liable for any delay, interruption or failure in the performance of its obligations if caused by acts of God, war, declared or undeclared, fire, flood, storm, slide, earthquake, nor other similar event beyond the control of the party affected ("Force Majeure"). If any Force Majeure occurs, the party claiming the Force Majeure will promptly notify the other. The party claiming the Force Majeure will use

commercially reasonable efforts to eliminate or remedy the Force Majeure. This Section will not apply to excuse a failure to make any payment when due.

Backup copies

Speechsoft, Inc. will make all possible efforts to provide a backup mechanism and keep complete backup copies of all hosted solutions. However, the customer must keep a personal backup copy of its software, sites, databases and all hosted content. Speechsoft, Inc. should not be held responsible of any loss of data or data corruption.

Reselling

The Customer in the normal course of its business may resell to its customers use (subject to all the terms of this Agreement) of the IVR Hosting Services provided by Speechsoft, Inc. to the Customer pursuant to this Agreement, except that the Customer will not allow such customers to interconnect with other users in the Premises. Any act or omission of any such customer that would be a breach of this Agreement if committed by the Customer will be deemed a breach of this Agreement by the Customer. The Customer agrees to defend, indemnify and hold harmless Speechsoft, Inc., and its officers, directors and employees (collectively, the "Indemnities"), from any and all liabilities, costs and expenses, including reasonable legal fees, related to or arising from (i) any act or omission of any such the customer that would be a breach of this Agreement if committed by the Customer, and (ii) any claim by any such customer arising from use of the Premises, services provided by Speechsoft, Inc. under this Agreement or otherwise from performance or non-performance by a party in any manner related to this Agreement.

Responsibility for Content

The customer is solely responsible for the content stored on and served by his servers.

Entire agreement

This Agreement including the attachments hereto and any Service Orders signed by the parties constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals and prior discussions and writings between the parties with respect thereto. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, Speechsoft, Inc. MAKES NO REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. In case of any dispute or inconsistency this main agreement, any attachments, and/or any Service Order, the Service Order will take first priority, this main agreement will take second priority and the attachment will take third priority in interpreting the parties' rights and obligations.

Severability and Reformation

If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion will be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

Governing Law and Jurisdiction

This Agreement is governed by the laws of the State of New York and the laws of the United States applicable therein. The Parties irrevocably submit all disputes arising out of this Agreement to New York.

Complaints

Complaints or ToS violations must be reported to Sales@speechsoft.com

Changes and rights

Speechsoft, Inc. may vary these rules and regulations from time to time in its sole discretion, and the Customer will comply with all other reasonable security requirements that Speechsoft, Inc. may impose from time to time, provided that the Customer has been given 30 days' notice.

SLA

1. **Coverage and Terminology**

This Service Level Agreement (SLA) applies to you ("customer") if you currently hold an account with any of the Hosting services from Speechsoft (the "Services") and your account is current (i.e., not past due) with Speechsoft.

As used herein, the term "Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of customer's equipment is available for access by Speechsoft monitoring service.

2. **Hosting Service Level**

i. Objective: Speechsoft aims to achieve 100% Availability for all customers.

ii. Remedy: Except under the conditions mentioned in the next section below, if the Server Availability of customer's server is less than 97%, Speechsoft will issue a credit to customer according to the following table:

Server Availability	Total Downtime in 30 days calendar month	Credit Percentage
97% to 100%	0 to 24 hrs	0%
90% to 97%	24 hrs to 72 hrs	5%
80% to 89.9%	72 hrs to 144 hrs	10%
60% to 79.9%	144 hrs to 288 hrs	30%
79.8% or 59.9%	288 hrs to 360 hrs	40%
Mare than 59.8%	More than 360 hrs	50%

The credit will be calculated based on the monthly service charge for the affected services

3. Maintenance Procedure

a. Speechsoft will do its best to announce any scheduled maintenance at least 24 hours ahead of time to the customer.
b. Speechsoft reserves the right to perform emergency maintenance without any prior notification, should it be deemed necessary to protect and maintain the security and integrity of the Service.

4. Conditions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Availability caused by or associated with:

a. circumstances beyond Speechsoft's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
b. failure of access circuits to the Speechsoft's Network or it's upstream providers, unless such failure is caused solely by Speechsoft;
c. scheduled maintenance and emergency maintenance and upgrades;
d. DNS issues outside the direct control of Speechsoft;
e. issues with FTP, POP, IMAP, or SMTP customer access;
f. false SLA breaches reported as a result of outages or errors of any Speechsoft's measurement system;
g. customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of Speechsoft's Terms of Service and Master Service Agreement;
h. e-mail or webmail delivery and transmission;
i. iDNS (Domain Name Server) Propagation.
j. outages elsewhere on the Internet that hinder access to your account. Speechsoft is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Speechsoft will guarantee only those areas considered under the control of Speechsoft: Speechsoft server links to the Internet, and Speechsoft's servers.

5. Credit Request and Payment Procedures

In order to receive a credit, customer must make a by email to support@Speechsoft.com. Each request in connection with this SLA must include customer's account name and the dates and times of the

unavailability of customer's servers and must be received by Speechsoft within ten (10) business days after customer's server was not available. If the unavailability is confirmed by Speechsoft, credits will be applied within two billing cycles after Speechsoft's receipt of customer's credit request. Credits are not refundable and can be used only towards future billing charges.

Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed the total hosting fee paid by customer for such month for the affected Services. Credits are exclusive of any applicable taxes charged to customer or collected by Speechsoft and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Server Availability of customer's Web site.

Note: Credits are not refundable and can be used only towards future billing charges.