

SERVICE EXHIBIT***Automated Telephone Dialing System Services ("ATDS Services")***

The following terms are applicable to Customer's automated telephone dialing system Services ("ATDS Services") and together with the Master Service Agreement ("MSA") and the Incorporated Agreements constitutes the entire agreement between Customer and Evolve IP pursuant to the "Incorporated Agreements" Section of the MSA. Capitalized terms in these Additional Terms will have the same meaning given to them in the MSA or the Incorporated Agreements, unless a different definition is provided below.

1. Customer/User Representations and Warranties.

- a) Customer acknowledges that there are federal and state laws and regulations governing the use of the Evolve IP-Provided Equipment and Services to place calls: (i) automatically; (ii) that transmit a pre-recorded message; or (iii) other uses. Customer acknowledges that many international jurisdictions also have laws and regulations governing the use of the Evolve IP-Provided Equipment and Services to place calls: (i) automatically; (ii) to place calls that transmit a pre-recorded message; or (iii) other uses.
- b) Customer represents and warrants that compliance for any laws and regulations applicable to placing any calls using the Evolve IP-Provided Equipment or Services, including but not limited to, automatic calls or calls that include a pre-recorded message are Customer's sole and exclusive responsibility.
- c) Customer represents and warrants that Customer has obtained independent legal advice governing the use of the Evolve IP-Provided Equipment and Services in all relevant jurisdictions where such Evolve IP-Provided Equipment and Services will be used.
- d) Customer represents and warrants that it has not relied upon Evolve IP or any of its personnel, agents or contractors, nor will it, for legal advice with respect to the purchase or use of the Evolve IP-Provided Equipment and the Services. Customer acknowledges and agrees that Evolve IP does not provide such legal consulting services.
- e) Customer represents and warrants that Customer will obtain lists of telephone numbers to be called independent of any involvement of Evolve IP and that it will not consult Evolve IP on any telephone numbers it plans to call using the Evolve IP-Provided Equipment and Services. Customer acknowledges and agrees that Evolve IP does not provide services related to compiling lists of telephone numbers or other activities related to same.
- f) Customer represents and warrants that all marketing campaigns it develops will be done independent of Evolve IP. Customer acknowledges and agrees that Evolve IP does not provide marketing-related services.
- g) Customer represents and warrants that any users of the Evolve IP-Provided Equipment or Services will be adequately notified and trained concerning applicable law and regulations governing the use of the Evolve IP-Provided Equipment and Services to place automatic calls or to place calls that transmit a pre-recorded message or for any other use.
- h) Customer acknowledges and agrees that any breach of the warranties provided for in this Section 1 may result in the termination of the Services if failed to cure. If Services are terminated, Early Termination Charges may apply.
- i) **CUSTOMER ACKNOWLEDGES AND AGREES THAT EVOLVE IP MAY DISCLOSE CUSTOMER'S IDENTITY AND CALL DETAIL INFORMATION, FOR EXAMPLE, TIMES, DATES AND CALLED PARTIES' NUMBERS ASSOCIATED WITH CUSTOMER'S ACCOUNT(S), TO FEDERAL, STATE AND INTERNATIONAL: (1) LAW ENFORCEMENT AGENCIES; (2) GOVERNMENTAL ENTITIES; (3) REGULATORS; OR (4) PRIVATE PARTIES IN COMPLIANCE WITH RELEVANT LAW.**

2. Indemnification by Customer.

Notwithstanding any provision in this Agreement to the contrary, Customer shall indemnify, defend and hold harmless Evolve IP and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party, relating to any claim of a third party or Customer, its Affiliates, agents, contractors and other service providers ("Customer Representatives") arising out of or occurring in connection with: (i) the Evolve IP-Provided Equipment and/or Services purchased and used by Customer Representatives from the Indemnified Parties; or (ii) any liabilities that arise out of a breach of the warranties provided for in Section 1 above; (iii) any failure by Customer to materially comply with any applicable federal, state, or local laws, regulations, or codes, or those associated with jurisdictions outside of the U.S., in the performance of its obligations under this Agreement and in its use of the Evolve IP-Provided Equipment and Services or those provided by the Indemnified Parties; or (iv) Customer Representative's negligence, willful misconduct or breach of this Agreement. Customer shall not enter into any settlement without Evolve IP's or the Indemnified Parties prior written consent.