

Interactive PRS Agreement Form Instructions

Please fill in the fields with the information requested, print and fax the completed form to 888-271-6777.

You can use your mouse or <tab> key to maneuver through the Personal Reach Service agreement form. When tabbing through the agreement, use your <enter> key to place a check mark in a box. When using your mouse to place a check mark in a box, slide the hand cursor over the box until it changes to an index finger and then left click your mouse. To remove a check mark, repeat the above process.

Please remember that you cannot submit the agreement on-line. It must be faxed to 888-271-6777. If you have any trouble completing the agreement, please contact our customer service department at 800-463-6777 or print the form and handwrite the required information in the spaces provided.

MCE Tele-services PERSONAL REACH™ SERVICE AGREEMENT

BILL TO: Customer Name	SHIP TO: Name	SERVICE USER: Name
Address	Address	Address
City State Zip Code	City State Zip Code	City State Zip Code
Contact Person: _____	Phone Number: _____	Number of Users ¹ : _____
Phone Number: _____	Phone Number: _____	Phone Number: _____

CUSTOMER CREDIT INFORMATION

CORPORATION: Date of incorporation: _____ State: _____ FEIN: _____ - _____

Registered Agent: _____ Address: _____

INDIVIDUAL: Credit Card (Amex, MasterCard, etc.): _____ Card Number: _____

Issuing Bank or Financial Institution: _____ Expiration date: ____/____/____

ACCOUNT SERVICE INFORMATION

Security Code: _____ (14 characters max: e.g. mother's maiden name)

Primary Number: _____ - _____ - _____ Fax Number: _____ - _____ - _____

First Follow Me Number: _____ - _____ - _____ E-Mail ID: _____

Second Follow Me Number: _____ - _____ - _____

Select One:

MCE Tele-services Personal Reach Service *Supplied Voice Mail Box*
or
 Customer/User Supplied Voice Mail Box³ (complete):

Customer's/ User's Voice Mail Reach # : _____ - _____ - _____ Voice Mail Reach # extension _____

Customer's/ User's Voice Mail Retrieval # : _____ - _____ - _____

Select One:

MCE Tele-services Personal Reach Service *Supplied Fax Mail Box*
or
 Customer/User Supplied Fax³ (complete): Customer's/ User's Fax #: _____ - _____ - _____

SECURITY WARNING – NOTICE:

MCE Tele-services Personal Reach Service is based upon direct dial access to the telecommunications network. Users ***MUST*** select a distinctive and unique Pass-code to prevent fraudulent usage on their account. Users are encouraged to use an eleven (11) digit code. Failure to use less than eleven (11) digits will be construed as a negligent failure to secure a user account. Absolutely no adjustments to billing will be made for any claim of unauthorized usage on any account secured by less than an eight (8) digit pass-code

¹ NOTE: List additional Users and applicable User information on an attached sheet.

³ NOTE: If MCE Tele-services Customer/User uses third party supplied voice mail or fax capabilities, Customer must pay applicable voice mail or fax service charges directly to third party voice mail or fax service provider, with no reduction or set-off against MCE Tele-services Service Charges specified in Section II.

I. SERVICE SUMMARY:

- 1.1 Customer understands that MCE Tele-services Personal Reach Service is subject to capacity constraints which may limit Customer's ability to add Users.
- 1.2 Initial Term: 12 months commencing upon Effective Date of this Agreement.
- 1.3 Delivery Date: MCE Tele-services Personal Reach Service Equipment, if selected, will be delivered to Customer within 10 business days from Effective Date of this Agreement.

II. RATES AND CHARGES: (ALL CHARGES ARE EFFECTIVE FOR THE INITIAL TERM ONLY.)

<u>Service Charges:</u>	<u>Charge</u>
One-time Activation.....	\$34.99 activation charge per User PLUS
Monthly Recurring Service With: Select One:	
<input type="checkbox"/> Base ⁵ plus Voice/ Fax Mail Box.....	\$ 9.99 per month per User
Select One:	
<input type="checkbox"/> No Personal Reach Service Supplied Equipment/Paging	
<input type="checkbox"/> Customer Supplied Equipment/Paging	
<input type="checkbox"/> Base plus Local Numeric Paging Coverage	or \$19.99 per month per User
Enter: Local City _____, State _____, Zip Code _____	
<input type="checkbox"/> Base plus Local Alpha Paging Coverage	or \$29.99 per month per User
Enter: Local City _____, State _____, Zip Code _____	
<input type="checkbox"/> Base plus Nationwide Numeric Paging Coverage	or \$34.99 per month per User or
<input type="checkbox"/> Base plus Nationwide ⁶ Alpha Paging Coverage	\$64.99 per month per User
Usage.....	PLUS 12.5¢ per minute or part thereof per leg of each call. (High volume users may pay as little as 7.5¢ per leg per minute, depending on usage).
<u>MCE Tele-services Service Equipment:</u> MCE Tele-services Service Supplied Equipment.....	<u>Charges</u> Rental charge Included in above Service Charges (except Base coverage)
MCE Tele-services PERSONAL REACH SERVICE Supplied Equipment Replacement Charge.....	Numeric: \$75.00, plus shipping Alpha: \$125.00, plus shipping

⁵ NOTE: No MCE Tele-services paging equipment/service is included with Base coverage. Customer may use customer supplied third party compatible paging products/services with MCE Tele-services Service. If Customer/User uses third party supplied compatible paging products/service, Customer/user must pay applicable paging product and service charges directly to third party paging service provider, with no reduction of or set-off against MCE Tele-services Charges.

⁶ NOTE: *Local Paging Coverage:* The geographical area around a metropolitan region. See www.mcepersonalreach.com or your account representative for specific coverage areas.

Nationwide Paging Coverage: Service is provided to the contiguous 48 states.

⁷ NOTE: MCE Tele-services Usage charges commence when the calling party initiates a call to the Customer or User, and apply regardless of whether the calling party leaves a voice mail or fax message, conference calls or interacts with the Customer or User or terminates the call without leaving a message or interacting. MCE Tele-services Service Usage charges also apply when Customer or User is dialed into the MCE Tele-services service regardless of functions performed, including but not limited to use of the MCE Tele-services platform to: MCE Tele-services Personal Reach Service or third party supplied voice mail or fax, use MCE Tele-services Personal Reach Service Call Launch feature and/or implement Local Paging coverage area changes. Each completed call is billed for two (2) legs simultaneously. Each party added to a conference call will be billed at the rate for one (1) additional completed call. High-volume MCE Tele-services Service Numeric Paging: If the total number of calls to any individual Customer/User results in MCE Tele-services numeric paging messages exceeding 400 messages per month, then MCE TELE-SERVICES may elect to impose an additional Usage charge of \$.20 per page that exceeds that cap for that Customer/User in that month. High-volume Personal Reach Service Alpha Paging: If the total number of calls to any individual Customer/User results in Personal Reach Service alpha-numeric paging messages exceeding 100 messages per month, then MCE Tele-services may elect to impose an additional Usage charge of \$.40 per page that exceeds that cap for that Customer/User in that month.

⁸ NOTE: At Customer's option, MCE Tele-services Service Equipment will be provided to Customer for the Term of this Agreement, provided Customer selects one of the Base "plus" options above. MCE Tele-services Service Equipment will be sent to Customer's United States location specified above.

The following terms and conditions shall apply to the provision and use of the MCE TELE-SERVICES Personal Reach[®] Service and Personal Reach[®] Service Equipment (collectively "Personal Reach[®] Service", the "Service", or the "Services") provided pursuant to this Agreement. MCE TELE-SERVICES will provide to Customer the Personal Reach Service and rent to Customer the Personal Reach Service Equipment as set forth in this Agreement. This Agreement is effective when signed by both Customer and MCE TELE-SERVICES ("Effective Date") and shall remain in effect for the Term set forth on the front of this Agreement, unless terminated earlier under any of the termination provisions of this Agreement. After the initial Term, this Agreement will be automatically renewed on a month-to-month basis under the same terms, conditions and charges, unless at least 30 days in advance of the end of the initial Term: (i) either party notifies the other in writing of its intent not to renew, in which event this Agreement will expire; or (ii) MCE TELE-SERVICES notifies Customer in writing of modified terms, conditions or charges, in which event this Agreement will be renewed only if both parties agree in writing to the applicable terms, conditions and charges for the renewal period.

1.0 DEFINITIONS

1.1 "Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party, and, in the case of MCE TELE-SERVICES, it also means any entity which MCE TELE-SERVICES has authorized to offer any Service or part of any Service.

1.2 "Content" means information made available, displayed or transmitted in connection with a Service (including, without limitation, information made available by means of an HTML "hot link", a third party posting or similar means) including all trademarks, service marks and domain names contained therein as well as the contents of any bulletin boards or chat forums, and, all updates, upgrades, modifications and other versions of any of the foregoing.

1.3 "User" means anyone who uses or accesses any Service purchased by CUSTOMER under this Agreement.

2.0 CHARGES AND BILLING

2.1 CUSTOMER shall pay MCE TELE-SERVICES for its and Users' use of the Services at the rates and charges specified in this Agreement, without deduction, setoff or delay for any reason. Charges set forth in this Agreement are exclusive of any applicable taxes. CUSTOMER may be required at any time to pay a deposit if MCE TELE-SERVICES determines that CUSTOMER is not creditworthy or as specified in Section 10.2.

2.2 CUSTOMER shall pay all shipping charges, taxes (excluding those on MCE TELE-SERVICES's net income) and other similar charges (and any related interest and penalties) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent a valid tax exemption certificate is provided by CUSTOMER to MCE TELE-SERVICES prior to the delivery of Services.

2.3 Payment is due within 30 days after the date of invoice and shall refer to the invoice number. Restrictive endorsements or other statements on checks accepted by MCE TELE-SERVICES will not apply. CUSTOMER shall reimburse MCE TELE-SERVICES for all costs (including reasonable attorney fees) associated with collecting delinquent or dishonored payments. At MCE TELE-SERVICES's option, interest charges may be added to any past due amounts at the lower of 1.5% per month or the maximum rate allowed by law.

3.0 RESPONSIBILITIES OF THE PARTIES

3.1 MCE TELE-SERVICES shall provide Services to CUSTOMER in accordance with the terms and conditions and at the charges specified in this Agreement.

3.2 CUSTOMER warrants that its and Users' use of the Services and the Content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. MCE TELE-SERVICES reserves the right to terminate this Agreement or suspend affected Services and/or remove CUSTOMER or Users' Content from the Services if MCE TELE-SERVICES (i) determines, in its sole discretion, that MCE TELE-SERVICES's public image, reputation or goodwill will be adversely affected or that such use or Content does not conform with the requirements set forth in this Agreement, or that MCE TELE-SERVICES could be subject to liability; or (ii) receives notice from anyone that CUSTOMER's or Users' use or Content may violate any laws or regulations. MCE TELE-SERVICES's actions or inaction under this Section shall not constitute review or approval of CUSTOMER's or Users' use or Content.

3.3 Customer understands that neither it nor its Users own the numbers associated with Personal Reach Service or Personal Reach Service Equipment, and that those numbers may be changed at any time by MCE TELE-SERVICES upon notice to Customer.

4.0 USE OF INFORMATION

4.1 All documentation, technical information, Software, business information, proposals for new Services or other materials that are disclosed by either party to the other in the course of performing this Agreement shall be considered proprietary information ("INFORMATION") of the disclosing party, provided such information is in written or other tangible form that is clearly marked as "proprietary" or "confidential", or is disclosed orally and is both identified as proprietary or confidential at the time of disclosure and summarized in a writing so marked within 15 business days following the oral disclosure. This Agreement shall be deemed to be MCE TELE-SERVICES INFORMATION.

4.2 Each party's INFORMATION shall, for a period of 3 years following its disclosure (except in the case of Software, for an indefinite period): (i) be held in confidence; (ii) be used only for purposes of performing this Agreement and using the Services; and, (iii) not be disclosed except to the receiving party's employees, agents and contractors having a need-to-know (provided that such agents and contractors are not direct MCE TELE-SERVICES competitors and agree in writing to use and disclosure restrictions as restrictive as this Article 4), or to the extent required by law (provided that prompt advance notice is provided to the disclosing party to the extent practicable).

4.3 The restrictions in Section 4.2 shall not apply to any information that: (i) is independently developed by the receiving party; or (ii) is lawfully received by the receiving party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Agreement.

4.4 CUSTOMER authorizes MCE TELE-SERVICES to: (i) monitor and record calls and transmissions using the Services and calls or transmissions to MCE TELE-SERVICES concerning the Services in order to detect fraud, check quality and operate, maintain and repair the Services; and (ii) disclose such information to the extent MCE TELE-SERVICES deems it is legally required.

5.0 PUBLICITY AND MARKS

5.1 No public statements or announcements relating to this Agreement shall be issued by either party without the prior written consent of the other party.

5.2 Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin (collectively "Marks") without the other party's prior written consent, provided that such consent may be revoked at any time.

6.0 MAINTENANCE

When required, Customer agrees to release Personal Reach[®] Service for service upgrades, maintenance or testing.

7.0 DISPUTE RESOLUTION

7.1 Except as described in Section 7.3, all disputes, controversies or claims, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, arising out of or relating to this Agreement and the Services provided under this Agreement (collectively, "Disputes"), not resolved amicably between the parties shall be settled by final and binding arbitration conducted in Illinois or other mutually agreed location by one neutral arbitrator, in accordance with this Agreement and the then current Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrability of Disputes shall also be determined by the arbitrator. Each party shall bear its own expenses and the parties shall equally share the filing and other administrative fees of the AAA and the expenses of the arbitrator, except that the arbitrator shall be entitled to award a different allocation of costs and fees where the arbitrator determines that a filed claim is frivolous. Any award of the arbitrator shall be in writing and shall state the reasons for the award. Judgment upon an award may be entered in any Court having competent jurisdiction. The arbitrator shall not have the power to award any damages in excess of the liability limitations set forth in this Agreement. The arbitrator shall not have the power to order pre-hearing discovery of documents or the taking of depositions, but may compel attendance of witnesses and the production of documents at the hearing. The Federal Arbitration Act, 9 U.S.C. Sections 1 to 14, shall govern the interpretation and enforcement of this Section 7.1.

7.2 The parties, their representatives and participants and the arbitrator shall hold the existence, content and result of the arbitration in confidence, except to the limited extent necessary to enforce a final settlement agreement or to obtain or enforce a judgment on an arbitration decision and award.

7.3 Disputes relating to: (i) the lawfulness of rates, terms, conditions or practices concerning Services that are subject to the Communications Act of 1934, as amended, or the rules and regulations of the FCC, a state public utility commission or other administrative agency; or (ii) non-compliance with Articles 4, 5 or 6 of this Agreement, a violation of which would cause irreparable harm for which damages would be inadequate; or (iii) billing or payment of charges under this Agreement where the amount in controversy is less than \$50,000; or (iv) technology or other intellectual property; shall be exempt from the binding arbitration requirement described in Section 7.1. As to Disputes described in this Section 7.3, the claimant reserves the right to seek relief from an administrative agency or a Court of competent jurisdiction, as appropriate.

8.0 FORCE MAJEURE

Neither MCE TELE-SERVICES nor CUSTOMER shall be liable for any delay, failure in performance, loss or damage due to: fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control, whether or not similar to the foregoing, except that CUSTOMER's obligation to pay for charges incurred shall not be excused.

9.0 LIMITATIONS OF LIABILITY

9.1 For purposes of Articles 8, 9 and 11 and all other exclusive remedies and limitations of liability set forth in this Agreement, "MCE TELE-SERVICES" shall be defined as MCE TELE-SERVICES, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, interconnection service providers and suppliers; and "Damages" will refer collectively to all injury, damage, liability, loss, penalty, interest and expense incurred.

9.2 MCE TELE-SERVICES's ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDIES AGAINST MCE TELE-SERVICES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE, OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY OR DEATH TO ANY PERSON NEGLIGENTLY CAUSED BY MCE TELE-SERVICES, CUSTOMER'S RIGHT TO PROVEN DIRECT DAMAGES;

(ii) FOR INFRINGEMENT INDEMNITY, THE REMEDIES SET FORTH IN ARTICLE 11;

(iii) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT OTHERWISE EXCLUDED UNDER SECTION 9.3, MCE TELE-SERVICES'S LIABILITY SHALL BE LIMITED TO ACTUAL PROVEN DIRECT DAMAGES, NOT TO EXCEED AN AGGREGATE AMOUNT DURING THE TERM OF THIS AGREEMENT OF \$10,000.

9.3 IN NO EVENT SHALL MCE TELE-SERVICES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, WHETHER OR NOT MCE TELE-SERVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4 MCE TELE-SERVICES ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES

OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR TARIFF; OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

9.5 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, MCE TELE-SERVICES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. MCE TELE-SERVICES DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. MCE TELE-SERVICES DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS.

9.6 THE LIMITATIONS OF LIABILITY SET FORTH IN THIS ARTICLE 9 SHALL APPLY: (i) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND (ii) WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

9.7 This Agreement does not expressly or implicitly provide any third party (including Users) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

9.8 If MCE TELE-SERVICES Personal Reach Service Equipment is provided to Customer under this Agreement, then: (i) MCE TELE-SERVICES will maintain the Personal Reach Service Equipment in good working order during the Term, in accordance with the Equipment specifications. Customer shall notify MCE TELE-SERVICES if any of the Personal Reach Service Equipment is not in good working order during the Term, by calling the 800 number for the Customer Care Center listed on the front of this Agreement. MCE TELE-SERVICES will replace Personal Reach Service Equipment returned by Customer or its Users to MCE TELE-SERVICES with new or refurbished comparable Personal Reach Service Equipment, by mailing such replacement Equipment within 5 business days following receipt by MCE TELE-SERVICES of Customer or its User's call to the 800 Customer Care Center number. (ii) Customer shall not make any modifications to the Equipment. (iii) The Equipment warranty provided in this Section 9.8 does not cover products not supplied by MCE TELE-SERVICES under this Agreement or repair or replacement for damages, malfunctions, service failures or any returns of MCE TELE-SERVICES Personal Reach Service Equipment caused by: actions of non-MCE TELE-SERVICES personnel; Customer's failure to follow MCE TELE-SERVICES operation or maintenance instructions; Equipment determined by MCE TELE-SERVICES to be not defective; Customer's inability to use the Equipment; attachment of other products to the Equipment; modifications to the Equipment by Customer; abuse, misuse or negligent acts; or, loss or theft.

10.0 TERMINATION

10.1 Before the Delivery Date of MCE TELE-SERVICES Personal Reach Service Equipment (if applicable) and commencement of Personal Reach Service, if Customer cancels this Agreement Customer shall be responsible for payment of all charges incurred as of the date of termination plus \$35.00.

10.2 After the commencement of Personal Reach Mailbox Service, either party may terminate this Agreement without cause upon 90 days advance written notice to the other party (if during the initial Term) or 30 days advance written notice (if during the month-to-month renewal period). If either party terminates under this Section, Customer shall be liable for all charges incurred as of the effective date of termination. If a party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for 30 days after receipt of written notice, the other party may terminate this Agreement for cause. If CUSTOMER fails to pay any charge when due and such failure continues unremedied for ten days after written notice by MCE TELE-SERVICES, MCE TELE-SERVICES may, at its option, terminate this Agreement, suspend Service under this Agreement and/or require a deposit under this Agreement as a condition of continuing to provide Services.

10.3 This Agreement may be terminated immediately upon written notice by: (i) either party if the other party has violated the other's Marks, becomes insolvent or involved in a liquidation or termination of its business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within 30 days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors; or (ii) MCE TELE-SERVICES pursuant to Section 3.2.

10.4 CUSTOMER shall be responsible for payment of all charges under this Agreement incurred as of the effective date of termination. CUSTOMER shall also be liable to MCE TELE-SERVICES for Termination Charges, as specified in this Agreement, in the event that MCE TELE-SERVICES terminates under Section 10.2 or 10.3, or CUSTOMER terminates without cause.

10.5 Termination by either party of this Agreement does not waive any other rights or remedies it may have under this Agreement.

11. INDEMNITY

11.1 MCE TELE-SERVICES agrees to defend or settle, at its own expense, any claim or suit against CUSTOMER alleging that a Service furnished under this Agreement infringes any United States patent, trademark, copyright or trade secret, except where the claim or suit arises out of or results from: CUSTOMER's or User's use or Content in connection with the Service; modifications to the Service made by or combinations of the Service with services or products provided by CUSTOMER or others; MCE TELE-SERVICES's adherence to CUSTOMER's written instructions or specifications; or, use of the Service in violation of this Agreement. CUSTOMER agrees to defend or settle, at its own expense and without prejudice to MCE TELE-SERVICES or MCE TELE-SERVICES's continued provisioning of the Service to CUSTOMER or others, all claims or suits against

MCE TELE-SERVICES covered by the exceptions in the preceding sentence and shall immediately cease any activity which gives rise to the alleged infringement. The indemnifying party will also pay all damages and costs (including reasonable attorneys' fees) that by final judgment may be assessed against the indemnified party due to infringement by the indemnifying party.

11.2 In the event of a claim of infringement for which MCE TELE-SERVICES is the indemnifying party under Section 11.1, MCE TELE-SERVICES may at its option either procure the right to continue using, or replace or modify, the alleged infringing Service so that the Service becomes noninfringing and substantially compliant with the requirements in this Agreement. Upon inability to reasonably perform either of the foregoing options, MCE TELE-SERVICES may terminate this Agreement, without liability other than as stated in Section 11.1.

11.3 MCE TELE-SERVICES grants to CUSTOMER the right to permit Users to access and use the Services, provided that CUSTOMER shall remain solely responsible for the access and use by any User of the Services, and shall defend, indemnify and hold harmless MCE TELE-SERVICES from and against all Damages (including, without limitation, reasonable attorney fees), whether or not arising out of third party claims and regardless of the form of action, whether in contract, tort, strict liability or otherwise, concerning or relating to: any noncompliance by CUSTOMER or Users with any provision of this Agreement; negligent acts or omissions by CUSTOMER or Users; CUSTOMER's or Users' Content or use of the Services; and claims by any User relating to any Service failure, defect or outage.

11.4 With respect to the indemnification obligations in this Article 11: (i) the indemnified party will notify the indemnifying party in writing promptly upon learning of any claim or suit for which indemnification may be sought; provided that failure to do so shall not affect the indemnity except to the extent the indemnifying party is prejudiced thereby; (ii) the indemnifying party shall have control of the defense or settlement, provided that the indemnified party shall have the right to participate in such defense or settlement with counsel of its own selection and at its sole expense; and (iii) the indemnified party shall reasonably cooperate with the defense, at the indemnifying party's expense.

12. TITLE/ RISK OF LOSS

Title to Personal Reach Service Equipment will remain with MCE TELE-SERVICES. Customer shall return the Personal Reach Service Equipment to MCE TELE-SERVICES in good condition at the expiration or termination of the Term. Customer shall have risk of loss for the Equipment commencing upon its delivery to Customer until its return to MCE TELE-SERVICES. Customer will remain liable for replacement charges if the Personal Reach Service Equipment is damaged, lost and/or returned due to the reasons stated in Section 9.8 (iii) or is not returned to MCE TELE-SERVICES in good condition at the expiration or termination of the Term.

13.0 GENERAL PROVISIONS

13.1 Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.

13.2 This Agreement may not be assigned by either party without the prior written consent of the other, except that MCE TELE-SERVICES may, without CUSTOMER's consent, assign this Agreement to a present or future Affiliate or successor and may assign its right to receive payments. MCE TELE-SERVICES may subcontract work to be performed under this Agreement, but shall retain responsibility for all such work.

13.3 If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect and the parties shall promptly begin negotiations to replace invalid or unenforceable portions that are essential parts of this Agreement.

13.4 Any initial demand for arbitration pursuant to Section 7.1 and any legal action arising in connection with this Agreement must begin within two years after the cause of action arises.

13.5 All notices under this Agreement shall be in writing and either mailed by certified or registered mail, postage prepaid return receipt requested, sent by express courier or hand delivered and addressed to each party at the address set forth on the front of this Agreement or such other address a party designates in writing.

13.6 State law issues concerning construction, interpretation and performance of this Agreement shall be governed by the substantive law of the State of Illinois, excluding its choice of law rules. The United Nations Convention on Contracts for International Sale of Goods shall not apply.

13.7 The respective obligations of CUSTOMER and MCE TELE-SERVICES which by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement.

13.8 THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES TO BE PROVIDED HEREUNDER. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, CONCERNING SUCH SERVICES OR THE RIGHTS AND OBLIGATIONS RELATING TO THOSE SERVICES. THIS AGREEMENT SHALL NOT BE CONTRADICTED, EXPLAINED OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR CUSTOMER PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.