

This Master Sales and Service Agreement (“MSSA”) is entered into by and between VIVE Communications, LLC (“VIVE”) and the Client. VIVE and the Client (the “Parties”) hereby agree that the following terms and conditions shall govern the Order Specification Form (“Order Specification Form”), other agreements, schedules and attachments (collectively the “Agreement”) as referenced in the Order Specification Form, and the continuing business relationship between the parties.

1. **SCOPE.** The terms and conditions set forth herein are applicable to all agreements and transactions between VIVE and Client, including, without limitation, VIVE provided: (a) equipment, materials, software and other goods (collectively “Products”) and (b) installation services, implementation services, warranty services, maintenance and other related services (collectively, “Services”). The specific Products or Services provided are referenced in the Order Specification Form.

2. **CONTRACT PERIOD.** This MSSA shall be effective from the date of VIVE’s written acceptance of the Order Specification Form incorporating this MSSA (“Acceptance Date”) and will remain in effect until terminated as set forth in Section 18 of this MSSA (“Contract Period”). As part of the Order Specification Form, Client may have elected to purchase maintenance service (hereinafter “Maintenance Services”) to be provided by VIVE directly, or to be provided by AVAYA. If Client has purchased “Maintenance Services” to be provided by VIVE, the Maintenance Services shall commence on the date VIVE notifies the Client that the Products are installed according to specifications (“Installation Completion Date”). Maintenance Services will be provided for an initial term as specified in the VIVE Communications Equipment Maintenance Agreement between the parties (one (1) year minimum). Maintenance Services shall be automatically renewed for successive one (1) year terms at the charges and on the terms and conditions in effect at the time, unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or a renewal term.

3. **PRICE AND PAYMENT.** The Purchase Price (“Purchase Price”) of Products and Services will be charged in U.S. dollars on the terms and at the rates as set forth in the Order Specification Form. Client shall pay all VIVE invoices within thirty (30) days after the invoice date. Undisputed delinquent payments are subject to a late payment charge of one and one half percent (1.5%) per month or portion thereof, or the maximum amount allowed by law. Restrictive endorsements or other statements on checks will not apply. Client agrees to reimburse actual attorneys’ fees and any other costs incurred by VIVE or its representatives in enforcing its rights under the MSSA and the Agreement. Client’s obligation to pay amounts due for Products and Services and VIVE’s right to all such amounts are absolute and unconditional. Client is not entitled to set off of such amounts. Client agrees to pay or reimburse VIVE for all actual, necessary, and reasonable expenses incurred by VIVE in performance of such Services, evidenced by receipt (if available). VIVE will submit invoices to Client for such fees and expenses either upon completion of the Services, or at stated intervals, in accordance with the applicable Order Specification Form.

4. **TAXES.** The Purchase Price does not include any applicable taxes. Client agrees to pay any and all taxes imposed or levied upon the sale, transfer of ownership, installation, license or use of Products and/or Services, unless Client provides a tax exemption certificate to VIVE.

5. **LEASING.** Client may choose to enter into a lease agreement with third party funding source satisfactory to VIVE. VIVE will cooperate with the Client in arranging such funding. VIVE shall not be required to commence installation of the Products and Services until the Client’s credit shall have been approved by VIVE or the third party funding source. In the event the Client elects to obtain a third party funding source for payment of the Products and Services, the Client shall remain liable to VIVE for payment of all amounts due hereunder until VIVE has received payment in full. If Client’s third party funding is canceled or terminates for any reason before VIVE receives full payment, Client shall, upon receipt of VIVE’s invoice, immediately make payment to VIVE the unpaid balance of the Purchase Price and any other amounts due VIVE hereunder. Client shall promptly and on a timely basis execute all documents and take all other action required or reasonably requested to cause payment to VIVE to be made by Client’s third party funding source in accordance with this MSSA.

6. **INSTALLATION.** Installation of the Product and Services is to occur on the date and time mutually agreed to by the parties (“Installation Date”). If no installation has been scheduled within ninety (90) days from the Acceptance Date, Client agrees that VIVE will schedule the Installation Date based on its normal intervals. Client agrees to pay any additional charges for (i) Services performed at Client’s request outside of the Order Specification Form, and (ii) costs incurred by VIVE as a result of delays for reasons attributable to Client or its contractors or communications carriers.

7. **CLIENT RESPONSIBILITIES.** Client agrees to: (i) reasonably cooperate with VIVE, including but not limited to giving VIVE timely access to its premises for pre-installation site surveys and/or installation of Products and provision of Services at its site(s) where the Products are to be installed, so that the Products and Services may be provided effectively and in a timely manner; (ii) provide the proper

environment for the Products, in compliance with applicable law and regulations and that will include a space for installation of the Products; (iii) provide, at its own expense, all supplemental equipment and environmental services required for the installation and support of the Products, including, but not limited to electrical power, wiring, electrical outlets and telecommunications connections and software necessary to effectuate an interface between Client provided equipment and VIVE provided Products and all appropriate access thereto; (iv) maintain a procedure external to the software program(s) and host computer for reconstruction of loss or altered files, data or programs; and (v) to assume the risk of loss with respect to the Products at the time of delivery to the Client’s site, except with respect to damage resulting from the negligence or misconduct of VIVE; (vi) to be responsible for removal of any hazardous material (e.g. asbestos) or correction of any hazardous condition that affects VIVE’s performance of Services; Services will be delayed until Client removes or corrects the hazardous condition; furthermore VIVE shall not be liable to Client as a result of such delays; and (vii) notify VIVE prior to moving a Product. Additional charges may apply if VIVE incurs additional costs in providing Service as a result of a move of a Product.

8. **VIVE RESPONSIBILITIES.** VIVE agrees to (a) cooperate with the Client in providing the Products and Services; (b) install the Products and perform the Services as referenced in the Order Specification Form in a workmanlike and commercially reasonable manner, and in accordance with applicable Product manufacturer’s requirements and standards.

9. **WIRING.** Client may purchase wiring from VIVE on a flat rate or “Time and Materials” charge basis. Unless otherwise specified on the Order Specification Form client agrees to be charged for flat rate wiring. Client agrees and accepts that if the VIVE technician performing installation services encounters unusual or unexpected circumstances or nonstandard construction (including but not limited to: clogged ducts or conduits, voice/data wire runs, multistory buildings, interbuilding runs, conduit network design and/or placement, wire runs exceeding 200 feet, under carpet wire, wire runs above 14 ft. ceilings, lead or concrete wall) wiring charges will be charged and invoiced to client on a Time and Material basis.

10. **LICENSES.** Any software product provided to Client by VIVE as a reseller for a third party, which is licensed to Client under a separate software license agreement with such third party (such agreement, an “SLA”), will continue to be governed by the SLA. The fulfillment of the Services will not relieve or alter the obligations or responsibilities of either party or of any third party in regards to the software product licensed under the SLA. Except to the extent necessary to effectuate the assignments to the Client of the license granted to the Client in respect of the Products and Services, nothing herein shall cause or imply any sale, license, or other transfer of proprietary rights of or in any third party software or products from one party, to this MSSA and the Agreement, to the other.

11. **CONFIDENTIALITY.** This Section sets out the terms for identification of information which is considered confidential and proprietary by a party (the “Discloser”), and restrictions against use and disclosure of such Confidential Information after disclosure to the other party (the “Recipient”).

a. **Definition.** The term “Confidential Information” means all proprietary or confidential information that is disclosed to the Recipient by the Discloser, and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its customer-related and financial information, source and executable code, flow charts, drawings, techniques, specifications, development and marketing plans, strategies, forecasts, and sales and marketing materials; (ii) the terms of this MSSA and the Agreement. Confidential Information does not include information that Recipient can show: (A) was rightfully in Recipient’s possession without any obligation of confidentiality before receipt from the Discloser; (B) is or becomes a matter of public knowledge through no fault of Recipient; (C) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (D) is or was independently developed by or for Recipient. Confidential Information does not include any information that: (i) is or becomes publicly available other than through a breach of this MSSA and the Agreement by the Receiving Party; or (ii) was known to the Receiving Party before the disclosure by the Disclosing Party; or (iii) becomes known to the Receiving Party from a source other than the Disclosing Party and without breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party without benefit of the Confidential Information of the Disclosing Party.

b. **Client Individual Data.** Without limiting VIVE’s obligations with regard to the above section, VIVE shall not, and shall ensure that its personnel and contractors do not, access, alter, transfer or otherwise process any Client Individual Data except in accordance with any applicable Order Specification Form. If an applicable Order Specification Form specifically requires VIVE to access, alter, transfer or otherwise process any Client Individual Data, VIVE shall, and shall cause its personnel and contractors to, provide Client with such assistance, information and cooperation as Client may request to enable Client to allow any client, person or entity to exercise any of its, his or her or its rights under Law in relation the Client Individual Data. “Client Individual Data” shall mean any data relating to employees or past, current or potential

customers of Client or its affiliates, or which is personally identifiable to any individual, including any data subject to any Laws relating to data privacy or data protection. For purposes of clarity any Client Individual Data is and shall be treated as Confidential Information, subject to additional limitations of this Section.

c. **Disclosure Restrictions.** Recipient may not disclose Confidential Information of Discloser to any third party without the prior written consent of Discloser.

d. **Proprietary Legends.** Recipient may not remove, obscure, or alter any proprietary legend relating to the Discloser's rights on or from any form of Confidential Information of the Discloser, without the prior written consent of the Discloser, except as expressly authorized in an Order Specification Form.

12. **ALL NECESSARY RIGHTS.** If as part of VIVE's performance of the Services, VIVE is required to use, copy or modify any third party system (hardware, software or other technology) provided or licensed to Client, then prior to VIVE's performance of such Services, Client will acquire all rights necessary for VIVE to perform such Services. Client hereby represents and warrants that it has and for the duration of this MSSA and the Agreement shall have all rights, titles or interests in Client software or properties required for the performance of VIVE's obligations hereunder and has and for the duration of this MSSA and the Agreement shall have the authority and the legal right to enter the Agreement.

13. **LIMITED SERVICE WARRANTY.**

a. Unless (1) otherwise specified on the Order Specification Form, or (ii) Client elects to execute a third party post warranty service agreement or maintenance agreement, (in which case the third party will provide all warranty and post warranty or maintenance coverage directly), VIVE warrants that for a period of thirty (30) days from the Installation Completion Date, that any workmanship provided by VIVE will be of commercially reasonable quality in accordance with generally accepted industry practices that are standard within the software and telecommunication services industry. Any claim for breach of VIVE's warranties under this Section must be made, by written notice to VIVE, within thirty (30) days following the Installation Completion Date of the Products. Client's exclusive remedy and VIVE's entire liability under this warranty will be for VIVE to, at its option, re-perform any non-conforming portion of the Services, within a reasonable period of time, or if VIVE cannot remedy the breach during such time period then refund the portion of the Purchase Price attributable to such non-conforming portion of the Services.

b. If Client has elected to execute a VIVE Communications Equipment Maintenance Agreement on the Order Specification Form, VIVE will provide Maintenance Services in accordance with the terms of that agreement and VIVE's standard specifications, subject to the exclusion as set forth in Section 15, below. If Client request Maintenance Services to be performed other than under the selected maintenance option, VIVE may agree to provide such Maintenance Services at VIVE's then current rates.

14. **PRODUCT WARRANTY.** Hardware Products purchased under the Order Specification Form are not warranted by VIVE, but are warranted, if at all, solely by the manufacturer(s) in accordance with its warranty. If a hardware Product fails while under the manufacturer's warranty, Client agrees to promptly notify VIVE in writing of said failure. Upon receipt of such notice, VIVE agrees to assist client in the processing of said manufacturer's product warranty claim.

15. **SERVICE EXCLUSION, EXCEPT AS STATED IN SECTION 13, VIVE, ITS SUBSIDIARIES AND THEIR AFFILIATES AND SUBCONTRACTORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The warranties provided in Section 13 do not cover repairs, damages, malfunctions, or performance characteristics caused by: (i) use of non-VIVE furnished or non-certified equipment or software with the Products, even if installed by VIVE; (ii) actions of non-VIVE personnel; (iii) Client's failure to follow VIVE installation, operation or maintenance instructions, including client's failure to permit VIVE timely remote access to the Products; (iv) failure of third party products and/or services not provided to Client by VIVE; (v) the installation of software or firmware updates and patches to the Products unless installed by VIVE; or (vi) force majeure conditions as stated in Section 24. In addition, VIVE is not obligated to provide Services if Client modifies the Products.

16. **NO OTHER WARRANTY, EXCEPT AS PROVIDED IN THIS MSSA, (A) NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FROM A COURSE OF PERFORMANCE OR DEALING, TRADE USAGE, OR OF UNINTERRUPTED OPERATION WITHOUT ERROR, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (B) WITHOUT LIMITING VIVE'S OBLIGATION TO DELIVER THE SERVICES AND/OR PRODUCTS SET FORTH IN THE ORDER SPECIFICATION FORM, VIVE MAKES NO GUARANTEES WITH REGARD TO THE RESULTS OBTAINED FROM THE OPERATION OR USE BY CLIENT OF THE PRODUCTS. VIVE SHALL NOT BE LIABLE FOR THIRD PARTY SOFTWARE OR HARDWARE. VIVE DOES NOT WARRANT THAT USE OF THE SOFTWARE OR PRODUCTS WILL BE**

UNINTERRUPTED OR ERROR FREE, THAT THE SOFTWARE AND PRODUCTS ARE FREE OF BUGS OR ERRORS OR THAT ALL DEFECTS WILL BE CORRECTED. THE LIMITED SERVICE WARRANTY SET FORTH IN THIS MSSA IS MADE FOR THE BENEFIT OF THE CLIENT ONLY.

17. **LIMITATION OF LIABILITY. THE ENTIRE LIABILITY OF VIVE AND ITS SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS, (AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF ALL OF THEM) FOR ANY REASON AND UPON ANY CAUSE OF ACTION, WHETHER SOUNDING IN TORT INCLUDING NEGLIGENCE, STRICT LIABILITY, CONTRACT, OR ANY OTHER LEGAL THEORY, SHALL AT ALL TIMES AND IN THE AGGREGATE BE LIMITED TO: (A) FOR FAILURE OF PRODUCTS DURING THE MANUFACTURER'S WARRANTY PERIOD, THE WARRANTIES STATED IN SECTION 14; (B) FOR VIVE'S FAILURE TO PERFORM ANY MATERIAL TERM OF THE ORDER SPECIFICATION FORM, CLIENT'S SOLE REMEDY SHALL BE TO CANCEL THE ORDER SPECIFICATION FORM WITHOUT INCURRING CANCELLATION CHARGES IF VIVE FAILS TO CORRECT SUCH FAILURES WITHIN THIRTY (30) DAYS OF RECEIPT OF CLIENT'S WRITTEN NOTICE; (C) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR FOR BODILY INJURY OR DEATH TO ANY PERSON FOR WHICH VIVE'S NEGLIGENCE WAS THE PROXIMATE CAUSE, CLIENT'S RIGHT TO PROVEN ACTUAL PROPORTIONAL DAMAGES TO THE PROPERTY OR PERSON; AND (D) FOR CLAIMS OTHER THAN SET FORTH ABOVE, VIVE'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE PRICE OF PRODUCTS AND SERVICE GIVING RISE TO THE LIABILITY. VIVE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, LOST, CORRUPTED, MIS-DIRECTED OR MISAPPROPRIATED DATA OR MESSAGES; AND CHARGES FOR COMMON CARRIER TELECOMMUNICATION SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO PRODUCTS ("TOLL FRAUD"). VIVE SHALL NOT BE LIABLE FOR THE TYPES OF DAMAGES ENUMERATED ABOVE, WHETHER OR NOT VIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.**

THE FOREGOING LIMITATIONS OF LIABILITY (INCLUDING THE DAMAGES LIMITATION AND THE EXCLUSIONS SET FORTH IN THE IMMEDIATELY PRECEDING TWO SECTIONS) SHALL NOT APPLY TO A BREACH OF THE CONFIDENTIALITY AGREEMENT.

18. **INTELLECTUAL PROPERTY INDEMNITY.** If a third party asserts a claim against Client asserting that the Products and/or VIVE's performance of the Services in accordance with the terms of this MSSA and the Agreement violates, patent, trade secret or copyright (an "Intellectual Property Right") owned by that third party ("Infringement Claim"), then VIVE will, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify Client for any damages finally awarded against Client, but only if Client promptly notifies VIVE of any Infringement Claim, VIVE retains sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and Client provides all reasonable assistance requested by VIVE. VIVE will not be liable for any expenses or settlements incurred by Client without VIVE's prior written consent. If an injunction or order is obtained against VIVE performing the Services for Client and/or Client using the Products by reason of the allegations of infringement, or if in VIVE's opinion the Services and/or Products may violate a third party's proprietary rights, then VIVE, in its discretion, will: (a) procure for Client the right to continue to receive the Services and/or use the Products; (b) modify or replace the Services and/or Products with a compatible, functionally equivalent substitute; or (c) if neither (a) nor (b) are commercially practical, terminate this MSSA and the Agreement and release Client from its obligation to make future payments for the Services and/or Products. Section 17 contains Client's exclusive remedies and VIVE's sole liability for claims of infringement.

19. **INDEMNITY.** VIVE shall indemnify, defend and hold harmless the Client from all claims, liabilities or expenses for physical damage to real property or tangible personal property and bodily injury, including death, to the extent caused by the negligent acts and omissions of VIVE, its employees or contractors arising out of the performance of its work under this MSSA and/or the Agreement. The foregoing indemnity is contingent upon the Client giving prompt written notice to the VIVE of any claim, demand or action, and cooperating with VIVE in the defense or settlement of any such claim, demand or action.

20. **TERMINATION.** VIVE may terminate this MSSA and the Agreement if Client fails to pay any applicable fees or expenses within 30 days after the due date. Either party may terminate this MSSA and the Agreement for cause, on written notice to the other party of its material failure to comply with any provision of this MSSA.

and the Agreement, which failure the breaching party does not correct or otherwise cure to the satisfaction of the non-breaching party within thirty (30) days after receiving notice of the breach. Client will promptly pay VIVE for Services rendered, and expenses incurred through the termination date. Upon any termination of the right to use a Product, Client will immediately uninstall (if the Product is software) and cease to use the terminated Products and, upon VIVE's written request, immediately return such Products to VIVE, together with all related documentation, and copies thereof. Upon written request of VIVE, Client will promptly certify in writing to VIVE that all of the Products have been returned, and that any copies not returned have been destroyed. Prior to the commencement of Maintenance Services, Client may cancel coverage and receive a full refund of any prepaid amount. After commencement, Client may terminate service coverage upon 30 days written notice and (i) payment of a termination charge equal to 80% of the monthly charges for 12 months or 80% of the charges for the period remaining whichever is less, or (ii) for prepaid agreements, VIVE will refund or credit the prorated price of the remaining term less a termination charge of 80% of the price for a 12 month period, or 80% of the price of the remaining months, whichever is less. Notwithstanding any termination of the MSSA or the Agreement, each party agrees to continue to maintain in confidence and not to use any and all Confidential Information of the other party that it has learned or obtained as a result of this MSSA and the Agreement.

21. COMPLETE AGREEMENT. This MSSA and the Agreement, are the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior proposals, understandings, and agreements, whether oral or written between the parties with respect to the subject matter hereof. This MSSA and the Agreement may not be modified except by a written instrument executed by authorized representatives of the parties.

22. NO WAIVER. No failure to exercise, and no delay in exercising, on the part of either party, any right, power or privilege hereunder will operate as a waiver thereof, nor will any party's exercise of any right, power or privilege hereunder preclude further exercise of the same right or the exercise of any other right hereunder.

23. ENFORCEABILITY. If any part of this MSSA or the Agreement shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby and shall be enforced to the maximum extent permitted by applicable law.

24. FORCE MAJEURE. Either party shall be excused from performance and shall not be liable for any delay in whole or in part, to the extent caused by the occurrence of any Force Majeure Event beyond the reasonable control either of the excused party or its subcontractors or suppliers, for as long as the Force Majeure Event continues and the excused party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workarounds plans or other means. "Force Majeure Events" shall be limited to the following: fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or other similar causes beyond the reasonable control of the excused party.

25. REFERENCING. Client agrees that VIVE may refer to Client as a client of VIVE, both internally and in externally published media. Client also agrees to instruct appropriate personnel within its organization that Client has agreed to receive and participate in calls from time to time, with potential clients of VIVE who wish to evaluate the technical specifications of the Products.

26. NOTICES. Any notices required or permitted hereunder to the parties hereto will be deemed to have been duly given only if in writing to the address of the receiving party as set forth in the attached Order Specification Form or such other address as may be specified by such party in a notice delivered to the other party in accordance with this Section and delivered by: (i) certified U.S. mail, return receipt requested, postage prepaid; (ii) nationally recognized overnight courier, delivery charges prepaid; or (iii) by hand delivery with signed receipt. Any notice shall be deemed delivered: (a) on the third (3rd) business day following deposit of such notice

with the U.S. Postal Service if notice is given in accordance with (i), above; (b) on the second (2nd) business day following deposit of such notice with the courier if notice is given in accordance with (ii), above; or (c) on the date of actual delivery if notice is given in accordance with (iii), above.

Until changed by written notice given in accordance with the terms of this MSSA, the Notice Addresses of the parties shall be as set forth on the Order Specification Form attached hereto.

Notwithstanding the formal written communications method above, the parties are encouraged to contact each other by telephone, electronically or otherwise to facilitate prompt communication and addressing of issues.

27. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the Laws of, the Commonwealth of Massachusetts.

28. DISPUTE RESOLUTION. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE PRODUCTS, SERVICES, OR THIS MSSA AND THE AGREEMENT WILL BE SUBJECT TO ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES. ANY ARBITRATION HEARING SHALL BE HELD IN NORFOLK COUNTY, MASSACHUSETTS, BEFORE A SINGLE ARBITRATOR. THE AWARD AND ANY FINDINGS OF THE ARBITRATOR MUST BE FILED WITHIN THIRTY (30) DAYS OF THE FINAL ARBITRATION HEARING. JUDGMENT ON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. NOTHING CONTAINED IN THIS SECTION WILL LIMIT EITHER PARTY'S ABILITY TO SEEK INJUNCTIVE RELIEF IN ANY COURT. THE PARTIES WILL ARBITRATE DISPUTES IN CONFIDENCE.

29. INJUNCTIVE RELIEF. Both parties acknowledge that their violation of Section 11 may cause the other party immediate and irreparable harm. In the event of such breach, the breaching party agrees that the other party may seek, in addition to any and all other remedies available at law, an injunction, specific performance or other appropriate relief.

30. HEADINGS; SUBSECTIONS; INTERPRETATION. Section headings are provided for convenience of reference and do not constitute part of this MSSA. Any references to a particular section of this MSSA shall be deemed to include reference to any and all subsections thereof. References to the words "including," "includes" or "include" or the abbreviation "e.g." in this MSSA (including any Order Specification Form and/or Agreement) shall mean "including, without limitation."

31. ASSIGNMENT. Neither party may assign or delegate any or all of its rights (other than the right to receive payments) or its duties or obligations hereunder without the consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may assign this MSSA, without the need to obtain consent of the other party, to an affiliate of such party or to a successor in interest to substantially all of the business of that party to which this MSSA relates. For purposes of clarity, and without limitation, a non-assigning party's refusal to consent to an assignment proposed by the other party shall be deemed reasonable if based on grounds that the proposed assignee is not financially stable or is a competitor of the non-assigning party. An assignee of either party authorized hereunder shall be bound by the terms of this MSSA and shall have all of the rights and obligations of the assigning party set forth in this MSSA. If any assignee shall fail to agree to be bound by all of the terms and obligations of this MSSA, then such assignment shall be deemed null and void and of no force or effect.

32. SURVIVAL. Each of the provisions of the MSSA and the Agreement shall remain in full force and effect through the End Date of this Agreement, and the terms of Sections 3, and 10-20, and any other provisions which by their nature should survive, shall survive such End Date. The "End Date" shall be the later of (a) the effective date of the expiration or termination of this MSSA, and (b) the last day of the last Contract Period to expire.

IN WITNESS WHEREOF, the undersigned parties have read and agree to the terms and conditions of this Master Sales Agreement by their signatures and as of the dates indicated below.

Client _____

By: _____

Name: _____

Title: _____

Date: _____

VIVE Communications, LLC

By: _____

Name: _____

Title: _____

Date: _____