MEDTEL SERVICES, LLC

DOMESTIC

STRATEGIC DISTRIBUTION AGREEMENT

This Strategic Distribution Agreement together with all exhibits and schedules attached hereto and made a part hereof ("Agreement") is made this_____day of_____ , in the year of _____(the "Effective Date") between MedTel Services, LLC ("MedTel"), a Florida Limited Liability Company having its principal place of business at 2511 Palmetto, Florida 34221, and , ("Distributor"), a company with its principal place of business at .

RECITALS

A. MedTel is in the business of marketing, selling and licensing certain communications products manufactured by MedTel and/or its third party vendors or suppliers.

B. MedTel seeks qualified and experienced distributors to market, resell and distribute such communications products to resellers deemed by MedTel to be qualified to resell and license of such products to end use customers ("End Users") in markets selected by MedTel.

C. Distributor represents to MedTel that it is in the business of providing high quality product marketing, sales, licensing and distribution of the type sought by MedTel to resellers of the same or similar communications products and is interested in purchasing such products from MedTel for resale and distribution to resellers on a nonexclusive basis under MedTel's license grant.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and conditions contained in this Agreement, the sufficiency of which is hereby acknowledged, MedTel and Distributor hereby agree as follows:

LICENSE TO DISTRIBUTE PRODUCT

MedTel grants to Distributor a nonexclusive, nontransferable and revocable license to purchase, license and/or sublicense certain Products described herein from MedTel, and to market, resell and distribute such Products solely to Authorized Resellers for resale to End Users within_____(the "Territory"). Distributor accepts and agrees to abide by such license grant from MedTel subject to and in accordance with the terms and conditions of this Agreement which is comprised of the terms and conditions set forth on this signature page and the MedTel Strategic Distribution Terms and Conditions in Exhibit 1 and such other Exhibits and Schedules listed on this signature page and attached hereto and incorporated herein by reference. Resell or resale includes any sale or disposition of the equipment content of a Product in the form of a transfer of title (or, for Software content of a Product, a license conferring the right to use the Software) to the Authorized Reseller or End User of such Product. Distributor shall not, directly or indirectly, solicit sales of the Products outside of the Territory without the prior written consent of MedTel.

Pursuant to this license grant, MedTel may sell, license and sublicense to Distributor and Distributor may purchase, license and sublicense from MedTel for resale by Distributor to Authorized Resellers for resale to End Users within the Territory, certain equipment, Software, product documentation and associated services manufactured and/or supplied by MedTel (individually and collectively "MedTel Product(s)") and/or equipment, Software, product documentation including license agreements and associated services manufactured, licensed, sublicensed and/or supplied by MedTel's vendors and/or suppliers (individually and collectively "Third Party Product(s))" which may be associated, combined, integrated, incorporated, or embedded with or into MedTel Product(s). MedTel Product(s) and Third Party Product(s) are individually and collectively referred to as "Product(s)" herein. Distributor is not authorized to employ sales agents (other than an employee of Distributor located at the Distributor's facility) or other independent contractors to market or resell Products. Distributor acknowledges MedTel's unrestricted right to solicit and make direct sales of Products and or services to anyone within the Territory or elsewhere and/or to appoint at any time, other distributors, resellers, Distributors or sales representatives to resell Products and services to anyone within the Territory or elsewhere with no liability whatsoever on the part of MedTel to Distributor, including, without limitation, for commissions or other compensation, with regard to any such other sales.

LIST OF EXHIBITS AND SCHEDULES

DOMESTIC STRATEGIC DISTRIBUTION TERMS AND CONDITIONS (06.01.12)	EXHIBIT 1
MEDTEL END USER LICENSE AGREEMENT (06.01.12)	SCHEDULE A
MEDTEL DOMESTIC DISTRIBUTOR LIMITED WARRANTY (06.01.12)	SCHEDULE B
MEDTEL SECOND LEVEL SUPPORT TERMS AND CONDITIONS (06.01.12)	SCHEDULE C

The parties acknowledge that they have read this Agreement and its Exhibit(s) and Schedule(s), understand them, and agree to be bound by their terms and conditions.

MedTel Services, LLC	Distributor:
BY: _____	BY: _____
_____ Print name of signatory	_____ Print name of signatory
_____ Print Title of signatory	_____ Print Title of signatory

Exhibit 1

DOMESTIC
STRATEGIC DISTRIBUTION TERMS AND CONDITIONS

1. TERM. Subject to the termination provisions herein, this Agreement shall become effective on the Effective Date first set forth on the signature page of the Agreement, and shall remain in full force and effect for a period of twelve (12) consecutive months thereafter (the "Term"). Except as otherwise provided herein, this Agreement shall automatically renew itself on an annual basis for consecutive 12 month periods ("Renewal Terms").

2. DISTRIBUTOR RESALE AND SERVICE OF PRODUCTS.

A. Distributor shall be entitled to resell and license Products to Authorized Resellers for resale to End Users, and within the Territory in accordance with the terms and conditions of this Agreement. Distributor shall ensure that each Authorized Reseller acknowledges, adheres to, and does not perform any act inconsistent with, the terms and conditions of this Agreement, and provided further that Distributor shall remain responsible for the full compliance by each Authorized Reseller with the provisions of this Agreement.

B. Distributor Responsibilities. Distributor shall:

(i) use its best efforts to market and resell Products in the Territory;

(ii) use its best efforts to bring Products to favorable notice of the prospective and established Authorized Resellers;

(iii) require each prospective reseller to procure, for at least one (1) of its technical personnel, training in Product installation, data base configuration and administration, and technical support as may be made available by Med-Tel on a non-chargeable or chargeable basis as determined by MedTel ("Technical Training"), and verify that such prospective resellers' personnel successfully complete the training and obtain MedTel's certification as to such completed training in order for each such prospective reseller to qualify as an "Authorized Reseller";

(iv) ensure that any assistance which Distributor may elect to furnish to Resellers in the installation, use, operation or support of the Product, shall be provided, by experienced and qualified Distributor personnel who has completed the MedTel Technical Training, described above in this subsection 2.B.(iii) and who has obtained MedTel's certification as to such completed training. Distributor agrees that the completion of such Technical Training by at least one of its technical personnel and such personnel's procurement of MedTel's certification that such training has been completed are conditions precedent to Distributor's access to and use of any Second Level Support herein;

(v) purchase Product as may be offered by MedTel at the Prices hereunder, at or above the minimum purchase quotas established by MedTel for Distributor from time to time and maintain sufficient quantities of Product to satisfy Authorized Reseller requirements for such Products in the Territory;

(vi) furnish to MedTel a rolling twelve (12) month sales forecast for all Products on a quarterly basis on the first day of each month of April, July, October and January; and furnish to MedTel quarterly point-of-sales reports on the first day of April, July, October and January for the prior calendar quarter, which reports shall include accurate and complete records of sales to Authorized Resellers, by name, ship to address, Product and Product add-ons, part numbers and associated Distributor prices, and dates of sale;

(vii) submit all advertisements and promotional material to MedTel for approval prior to publication or distribution; maintain at Distributor's sales locations favorable displays of Product brochures and other Product information which MedTel makes available to Distributor from time to time;

(viii) upon MedTel's request, provide MedTel with current addresses of Distributor's facilities;

(ix) warrant to Authorized Resellers or their End Users the Products, that Distributor resells to Authorized Resellers, to at least the same extent as MedTel warrants the Products to Distributor; expressly disclaim all implied warranties including, without limitation, the implied warranty of merchantability, fitness for any particular purpose and noninfringement and expressly exclude liability for any incidental, indirect, special, exemplary, punitive or consequential damages on behalf of Distributor, MedTel and its suppliers; respond directly to warranty claims of each Authorized Reseller or End User and fulfill all warranty obligations regarding defects in the Products; and not make any warranties or maintenance commitments of any kind on behalf of MedTel and/or its suppliers;

(x) promptly report to MedTel all suspected and known Product defects or safety problems and Authorized Reseller and End User issues with Products and give MedTel access to Distributor 's facilities and service records, at reasonable times, to inspect the nature and quality of Distributor's operation and services;

(xi) conduct business in an ethical manner and obey and comply with all applicable laws, rules and regulations; and

(xii) pay all costs and expense of whatsoever nature incurred by Distributor in connection with this Agreement, including, without limitation, commissions or other compensation owed to employees or representatives employed or engaged by Distributor, and expenses for travel, offices, taxes, duties or other assessments.

3. ORDERING PROCEDURE AND PAYMENT TERMS. A. Distributor shall order Products and other services from MedTel from the then current MedTel distributor price list ("Price List") which MedTel will make available to Distributor and/or MedTel's then current price quotation, in accordance with the respective terms and conditions set forth therein, by issuance of a written Purchase Order ("Order") to MedTel at MedTel's principal place of business. Each Order must identify the applicable Products and/or service by part numbers, if applicable, ordered, the quantity, Price and requested delivery date for such Products. Any Order accepted by MedTel shall not be cancelled or rescheduled by Distributor, except upon the prior written consent of MedTel.

B. MedTel may accept or reject any Order in its sole discretion. Distributor agrees that all Orders placed by Distributor shall be subject to only the terms and conditions of this Agreement and the Exhibits and Schedules and incorporated into this Agreement by reference, even though this Agreement is not expressly set forth or referenced in any such Order and any additional or different terms and/or conditions contained in any such Order are hereby rejected and are null and void.

C. Distributor shall pay the Prices for each Product in advance of the shipment of such Product or in accordance with such other payment terms specified in MedTel's invoice for such Product. Each shipment of Products to Distributor shall constitute a separate sale, obligating Distributor to pay the Price for such Product regardless of whether any such shipment of Product is in whole or in partial fulfillment of the Agreement.

D. Distributor shall pay the Price for each Product and other services, or any other obligation owed to MedTel in U.S. dollars by any of the following methods, at MedTel's election: company check, cashier's check, wire transfer to an account designated by MedTel or confirmed irrevocable letter of credit ("L/C") to be issued by a bank acceptable to MedTel and confirmed by a bank designated by MedTel, in accordance with MedTel's standard L/C instructions. Such L/C payments shall be made at sight upon presentation of MedTel's standard packing list or commercial invoice. If Distributor fails to make any payment according to the payment terms specified by MedTel, or if MedTel, in its sole discretion, deems Distributor's financial condition inadequate or unsatisfactory for any reason whatsoever, then in addition to its other rights or remedies, MedTel may, without notice and without any liability whatsoever, terminate this Agreement or any Order issued therender, terminate, suspend, delay or limit delivery of any Product or performance of service or any other MedTel obligation until all past due sums are paid and or require cash payment in advance of any further delivery of Products or performance under this Agreement. In addition, Distributor shall pay interest on such sum of any late payment from the due date to the date of payment (both dates inclusive) at the rate of two (2%) percent per month or the maximum amount of interest chargeable by law, whichever is less. Distributor has no right of set-off against any purchase orders or other transactions between the parties.

4. PRICE TERMS. A. The prices, charges and fees for Products and other services are specified in MedTel's then current Price List, and/or MedTel's then current price quotation (the "Prices"). All Prices are in U.S. dollars.

B. MedTel has the right to revise, withdraw or otherwise modify (variously and collectively "Change") any Prices for Products or services at any time and from time to time and such Change is effective on the sixtieth (60th) day after written notice or email notice to Distributor of such Change in the MedTel Price List. Distributor's Orders requesting shipment on dates beyond MedTel's then current Product shipment intervals shall be subject to price increases that become effective before shipment. Notwithstanding any other provision to the contrary herein, MedTel may decrease any Product Price without advance notice to Distributor. If MedTel should notify Distributor of the effective date of a Price decrease for any of the Products covered herein, then inventory of such Product purchased by Distributor from MedTel within ninety (90) days before the effective date of the price decrease and not yet sold or under a contract for sale by Distributor as of such price decrease date will be granted price protection as set forth herein. For each such Product, the difference between (i) the invoice price charged to Distributor, and (ii) the new decreased price will be credited to Distributor's account. To obtain price protection, within thirty (30) days of receipt of MedTel's notice of the price decrease, Distributor shall provide to MedTel a written inventory report showing by part number the quantity of each MedTel Product in the Distributor's inventory as of the effective date of the price decrease. Price protection will not be granted in the case of a temporary price decrease or special promotion.

C. Prices are exclusive of all applicable taxes. Distributor agrees to pay any present or future sales, use, value added, or excise tax, customs duty, levies, dues, retentions, withholding or other similar tax or fee ("Taxes") applicable to the Products or services which may be imposed by any government authority whether or not title thereto has passed to the Distributor. Any Tax that MedTel may be required to collect or pay shall be paid by Distributor and such sums shall be due and payable by Distributor to MedTel upon delivery or invoice. If claiming a tax exemption, Distributor must provide MedTel with valid tax exemption certificates. Prices do not include any Product shipping and insurance charges.

5. PRODUCT AVAILABILITY. MedTel will use reasonable efforts to fill Orders for Products and meet requests for delivery dates subject to Product availability and MedTel production and supply schedules. Should Orders for Products exceed MedTel's available inventory, MedTel will allocate its available inventory and make deliveries on a basis MedTel deems equitable, in its sole discretion, and without liability to Distributor on account of the method of allocation chosen or its implementation. MedTel shall not be liable to Distributor or any third party for any damages due to MedTel's failure to fill any Orders or for any delay in delivery or error in filing any Orders for any reason whatsoever.

6. DELIVERY DATES, RISK OF LOSS AND TITLE. A. Any delivery date requested by Distributor or acknowledged or scheduled by MedTel is an estimated date only. Product shall be deemed delivered on the date MedTel or its designee delivers the Product to Distributor. Distributor agrees to accept partial deliveries. All deliveries of Products shall be ExWorks Palmetto, Florida, U.S.A. or such other point of delivery specified by MedTel or its designee, which means that risk of loss of or damage to the Product and title to the equipment items of the Product shall transfer to Distributor when the Product is placed at the disposal of Distributor at the premises of MedTel or its designee. Distributor may specify in its Order the carrier and method of shipment, and if not so specified, MedTel Services, LLC or its designee shall select the shipment method and carrier. Shipping and insurance costs shall be borne by Distributor.

B. If Distributor refuses to accept any Product delivery, MedTel may hold the Product for Distributor's account and Distributor shall be invoiced, and shall promptly pay all freight, handling, warehouse and other related costs associated with its refusal to accept such delivery. MedTel shall have the right in its sole discretion to allocate any limited supply of Products among MedTel's customers, distributors, and resellers including Product ordered by Distributor without any liability whatsoever for any losses or damages arising out of the failure to deliver, or delay in the delivery of any Product. Distributor agrees that it will promptly examine all Products when received from the carrier and notify MedTel in writing, within ten (10) days after such receipt as to any claim of Product shortages, damages and or defects. If Distributor fails to provide such written notice to MedTel within this period, the Products will be deemed to be accepted by Distributor. Claims for shortages, damages and or defects occurring in transit from the point of delivery, shall be made by Distributor against the carrier of the Products.

7. LICENSE GRANT. A. During the term of this Agreement and subject to MedTel's receipt of Distributor's payment of the Price for the Product, MedTel grants Distributor and Distributor accepts and agrees to abide by a limited, non-exclusive, non-transferable and revocable license to use the software object code, application interfaces, and any updates, revisions or modifications thereto on magnetic tape, diskette, CD-ROM, semiconductor device or other memory device ("Software") only in connection with Distributor's internal business operation or for Product demonstration subject to the license terms and conditions herein and all other additional license agreements that are specific to, and included in document or shrink wrap form with the shipment of particular Software, or presented in electronic form (including click wrap form) during the loading, installation or use of such Software. Distributor is authorized to use such Software solely with Product equipment purchased by Distributor from MedTel or such other equipment as may be authorized in writing by MedTel. No title or other ownership rights in the intellectual property or otherwise in the Software shall pass to Distributor or any sub licensee under the Agreement. Distributor shall not modify, translate, reverse engineer, reverse compile, decompile, recompile, disassemble, port, copy, download or attempt to derive the source code from the Software, and no license to the source code is provided herein. For any Software which inherently includes the capability of being remotely enabled, Distributor expressly agrees that it shall not enable, or permit or assist any Authorized Reseller or End User or any other third party to enable, such features or capabilities without MedTel's express written permission.

B. During the term of this Agreement and subject to MedTel's receipt of Distributor's payment of the Price for each Product, MedTel grants to Distributor a limited, non-exclusive, non-transferable, revocable license to resell the Product to Authorized Reseller located in the Territory for resale of the Product by such Authorized Reseller to the End User subject to the following requirements. Distributor shall, and shall require its Authorized Reseller, to obtain each End User's acceptance of the MedTel End User Agreement by its written acknowledgment at the time of such End User's purchase of the Product. A copy of such End User License Agreement is attached to this Agreement as Schedule A. Distributor shall, and shall require each Authorized Reseller to, maintain a copy of each End User acceptance of such End User License Agreement and shall require each Authorized Reseller to provide MedTel with a copy upon MedTel's' request from time to time.

C. Distributor will not remove, alter, or destroy any form of copyright notice, trademark, logo, or confidentiality notice displayed on or provided with any Product. Distributor will not copy or redistribute any item of Software except as specifically authorized by MedTel in writing. Distributor agrees that it will not resell the Software (including Software received as part of a Product) received from any source other than MedTel.

8. PRODUCT DOCUMENTATION. MedTel agrees, at its cost, to provide to Distributor copies of MedTel brochures and specifications describing the Product features and capabilities and associated sales and promotional materials, if any, in quantities determined by MedTel in its sole discretion. Additional quantities of such materials may be purchased by Distributor from MedTel at its then current price to resellers of the Product. MedTel grants Distributor a non-exclusive, nontransferable, revocable license to copy but not modify any such materials provided Distributor confirms that such materials to be are the then current materials from MedTel and Distributor shall include on such copies the same copyright notices and proprietary markings that appear on the original materials and Distributor shall use such materials only for the advertising, promotion and resale of the Product and provisioning of such materials to prospective End Users and established End Users of the Product.

9. MEDTEL LIMITED WARRANTY. The only warranty MedTel provides with respect to any Product is the written Limited Warranty statement set forth in Schedule B which is attached to and incorporated by reference into this Agreement.

DISCLAIMER. EXCEPT AS SPECIFIED IN THE MEDTEL LIMITED WARRANTY STATEMENT SETFORTH IN SCHEDULE B HERETO, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF KNOWN TO MEDTEL), NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE ARE HEREBY EXCLUDED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. DISTRIBUTOR SHALL NOT MAKE ANY WARRANTY COMMITMENT BEYOND THE MEDTEL LIMITED WARRANTY STATEMENT. DISTRIBUTOR AGREES TO INDEMNIFY MEDTEL AND HOLD MEDTEL

HARMLESS FROM ANY WARRANTY MADE BY DISTRIBUTOR BEYOND THE LIMITED WARRANTY REFERENCED IN THIS SECTION.

10. ANNUAL SUBSCRIPTION SERVICE. MedTel's annual software subscription service, as may be made available by MedTel from time to time, is subject to the terms, conditions and Prices set forth in MedTel's then current Price List and this Agreement.

11. TRAINING SERVICES. Training services, as may be made available by MedTel for Order by Distributor, are listed at the Prices and subject to the terms and conditions in the then current MedTel Price List and this Agreement.

12. SECOND LEVEL SUPPORT. Second level support including equipment return and repair service as may be made available by MedTel from time to time, is subject to the terms and conditions set forth in Schedule C which is attached to and incorporated by reference into this Agreement.

13. PRODUCT AND SERVICE AVAILABLITY, CHANGE OR DISCONTINUANCE. MedTel has the right, in its sole discretion, without notice and without liability to Distributor whatsoever, to (i) change the Products and service available to Distributor; (ii) change the design, or discontinue developing, producing, licensing, distributing, or furnishing any of the Products or services covered by this Agreement, and/or (iii) announce new products to which the terms and conditions of this Agreement do not apply. If MedTel makes any change in the Product or Product design, MedTel shall not be obligated to modify any Product acquired by Distributor that does not include such change. MedTel has the right, in its sole discretion, and without notice or liability to Distributor whatsoever, to change or discontinue any warranty or technical support service, training or licenses.

14. CONFIDENTIAL INFORMATION. As used in this Agreement "Confidential Information" means all information concerning or relating to the business and affairs of MedTel or any of its affiliates, suppliers or licensors including, but not limited to, financial, business and marketing information and plans, information related to new and unreleased products, technical information, know-how, customers and suppliers and other information not generally known to the public. Distributor shall treat all Confidential Information as strictly confidential and shall not use any Confidential Information except for the proper and necessary purpose of Distributor's use, resale and support of the Products in accordance with the term and conditions of this Agreement and Distributor shall restrict access to and disclosure of such Confidential Information, as necessary, to those of its employees and Authorized Resellers who clearly require it in furtherance of only such purpose, provided Distributor obtains the agreement of such employees and Resellers in writing to protect and preserve the confidentiality of such Confidential Information under obligations substantially similar to those specified in this section prior to such disclosure. Distributor shall use reasonable efforts to prevent the disclosure or the improper use of the Confidential Information by any employee and or Authorized Reseller of Distributor. The confidentiality restrictions contained in this section shall not apply to any information which is in the public domain through no fault of the Distributor or which, at the time of disclosure to Distributor, was already known to Distributor from a bona fide source other than MedTel as evidenced by documentation in Distributor's possession. Distributor agrees that Distributor's obligations of confidentiality set forth herein shall survive termination or expiration of this Agreement.

15. TRADEMARKS, TRADE NAMES AND SERVICE MARKS. A. Distributor acknowledges that MedTel and its suppliers have the exclusive ownership rights in and to the use of all trademarks, trade names, service marks, logos, and other markings, whether registered or not, owned by or used by MedTel or any of its suppliers (hereinafter referred to as "Trademarks") including without limitation, the name "MedTel Services, LLC" in connection with the sale, resale and service of the Products.

B. MedTel grants to Distributor the limited, nonexclusive, nontransferable and revocable right to use such Trademarks during the Term of this Agreement, in accordance with the restrictions and obligations set forth herein and any trademark usage guidelines established by MedTel from time to time, solely to identify, advertise and promote the Products in connection with Distributor's marketing and resale of the Products in the Territory, provided that such resales are pursuant to all the terms and conditions of this Agreement. Upon request, Distributor will submit all advertisement copy and other materials using any of the Trademarks to MedTel for its advance approval. Distributor shall not do or suffer to be done any act or thing that would impair MedTel's rights or those of its suppliers in the Trademarks or damage the reputation for quality inherent in the Trademarks. MedTel has the right to take all action which it deems necessary to ensure that the advertising and promotional materials related to the Products and services utilized by Distributor are consistent with the reputation and prestige of the Trademarks. Distributor shall market, distribute, and support the Products only under the Trademarks, and not any other trademark or logo. Distributor shall not use the Trademarks or any other trademarks or trade names of MedTel or its suppliers or any word, symbol, or design confusingly similar thereto, as part of its corporate name, or as part of the name of any product of Distributor.

C. Distributor shall not (i) remove, alter or overprint the Products' copyright notices, Trademarks or packaging, (ii) attach any additional trademarks to the Products without MedTel's prior written consent or (iii) affix any of the Trademarks to any non-MedTel products. Distributor agrees that any goodwill which accrues because of Distributor's use of the Trademarks shall become MedTel's property. Distributor further agrees not to contest MedTel's Trademarks, or to make application for registration of any MedTel trade names. Upon expiration or termination of this Agreement or request by MedTel, Distributor shall immediately discontinue at its sole expense, any use of Trademarks, Product Documentation and materials and signs bearing the name of MedTel or any other Trademarks from letterheads, stationery and other forms used by Distributor, and return to MedTel all literature bearing the Trademarks, or other MedTel and Product identification.

16. RELATIONSHIP OF THE PARTIES. The relationship between MedTel and Distributor is that of an independent contractor relationship. This Agreement does not create any agency, partnership, joint venture, employment or franchise relationship between MedTel and Distributor. No labor relationship between MedTel and Distributor employees is created hereby. Distributor shall indemnify and hold MedTel harmless of any claim or judicial action whatsoever from any Distributor employee, including any and all actions or claims arising in connection with the non compliance by Distributor of any applicable laws, including any labor laws and prevailing wage laws and/or social security regulations. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever. Notwithstanding the use of the term "Distributor," "channel partner" or "partner" or reseller by either party in connection with the relationship of the parties hereunder, the parties do not intend to create any legal relationship of partnership between them, and neither will assert to any third party or otherwise claim that such a legal relationship exists between them.

17. INDEMNITY AND INSURANCE. A. Distributor shall indemnify and hold MedTel harmless against any and all liability, damage or expense (including costs and reasonable attorney's fees and expenses) by reason of, arising out of, or relating to, any acts, duties, obligations or omissions of Distributor or of Distributor's employees, or representatives, in connection with this Agreement and Distributor shall, at MedTel's request, assume the defense of any demand, claim, action, suit or proceeding brought against MedTel by reason thereof and pay any damages assessed against, or that are payable by MedTel as a result of the disposition of any such demand, claim, action, suit or proceeding. Notwithstanding the foregoing, MedTel may be represented in any such action, suit or proceeding at its own expense and by its own counsel. In addition, Distributor agrees to reimburse MedTel for any and all costs and reasonable attorney's fees and expenses incurred by MedTel in successfully enforcing the provisions of this section, whether by prosecution of a lawsuit or otherwise. The obligations herein shall survive the termination of this Agreement.

B. Distributor, shall, at is own expense, maintain in force all insurance required by any applicable law, including but not limited to worker's compensation insurance as prescribed by the laws of all states in which Distributor conducts its business and comprehensive general liability insurance, covering bodily injury to or death and/or loss of or damage to property arising out of or occurring in connection with the business of Distributor with combined single limit of not less than one million dollars ($1,000,000).

C. Distributor agrees that Distributor, Distributor's insurers and anyone claiming by, through, under or on Distributor's behalf shall have no claim, right of action or right of subrogation against MedTel based on any loss or liability insured against under the foregoing insurance. Upon request of MedTel, Distributor and Distributor's agents shall furnish prior to the commencement of this Agreement or any time thereafter, certification or adequate proof of the foregoing insurance. Certificates furnished by Distributor shall contain a clause stating that MedTel is to be notified in writing at least ten (10) days prior to cancellation of, or any material change in, this policy.

18. LIMITATION OF LIABILITY. IN NO EVENT SHALL MEDTEL OR ANY OF ITS SUPPLIERS OR LICENSORS BE LIABLE TO DISTRIBUTOR, OR ANY AUTHORIZED RESELLER, END USER OR OTHER THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOST OR DAMAGED

FILES OR DATA, OR LOSS OF GOODWILL. MEDTEL'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING THAT WITH RESPECT TO DIRECT DAMAGES OR OTHERWISE, WILL NOT EXCEED THE PRICE PAID BY DISTRIBUTOR TO MEDTEL FOR THE PRODUCT OR SERVICE FURNISHED BY MEDTEL HEREUNDER GIVING RISE TO THE CLAIM OR LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER-INCIDENT AND THIS LIMITATION OF LIABLITY SHALL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THIS AGREEMENT AND REGARDLESS OF THE FORM OF CLAIM OR ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE.

19. TERMINATION OF AGREEMENT. A. Notwithstanding any other provision herein to the contrary, MedTel may terminate this Agreement, at its convenience, at any time, effective upon no less than thirty (30) days prior notice to Distributor ("MedTel Notice of Termination").

B. Distributor may terminate this Agreement by giving written notice of its intent not to renew ("Distributor's Notice of Termination") to MedTel ninety (90) days prior to the end of the initial Term or Renewal Term.

C. This Agreement may be terminated by MedTel immediately upon written notice to Distributor (i) if Distributor becomes insolvent, or a petition (voluntary or involuntary) in bankruptcy or reorganization by or against Distributor is filed, or if a receiver, trustee or custodian is appointed for Distributor, or if Distributor makes an assignment for the benefit of creditors, or ceases to conduct its operations in the normal course of business; (ii) if Distributor breaches any of its obligations under the "Trademarks, Trade Names and Service Marks," "License Grant," or "Confidential Information" provisions herein or fails to make timely payment or for other cause set forth in the "Order Procedure and Payment Terms" section of this Agreement; (iii) if Distributor breaches any of its other obligations under this Agreement and fails to cure such breach within thirty (30) days of written notice of such breach from MedTel or (iv) if Distributor conducts or threatens to conduct its business in any manner which MedTel, in its sole discretion, deems harmful to MedTel or its business, or Distributor shall fail to comply with any laws. The right to terminate for the reasons specified in this subsection C shall be cumulative and in addition to any other available remedies.

20. EFFECT OF TERMINATION OR EXPIRATION. A. Upon the date that any termination or expiration of this Agreement becomes effective (i) Distributor's appointment as an authorized distributor of Products shall be automatically cancelled; (ii) Distributor shall cease holding itself out, in any manner, as an authorized distributor or reseller of such Products; (iii) Distributor shall promptly discontinue the use of all MedTel Trademarks and all marketing, advertising and other promotional materials; and (iv) Distributor's license to promote, demonstrate and resell the Product shall automatically terminate. Distributor agrees that the termination or expiration of this Agreement authorizes MedTel, at its discretion, to cancel any Order(s) of Distributor for Products regardless of whether any such Orders have been accepted by MedTel. Upon such termination or expiration of this Agreement, Distributor shall promptly return to MedTel, or at MedTel's request, promptly destroy all Software, Confidential Information and Product marketing, advertising and promotional materials.

B. Termination or expiration of this Agreement shall not affect any outstanding obligations for payments due and owing from Distributor to MedTel, whether then due or to become due, or any other obligation of Distributor under this Agreement or otherwise, and all of which obligations existing at the time of any such expiration or termination, Distributor agrees to fully perform. Termination or expiration of this Agreement shall automatically accelerate the due date of all Distributor payment obligations so that all charges and fees owed by Distributor to MedTel shall be due and payable on the effective date of such termination or expiration regardless of whether such charges and or fees have been invoiced.

C. Distributor shall not submit any Order for Product on or after the date of termination or expiration of this Agreement and MedTel has no obligation with respect to any such Order if so submitted. MedTel shall have the option of, but not the obligation to, acquire from Distributor unused, undamaged and unsold Products in Distributor's stock at prices to be agreed upon in writing by the parties but in no event greater than the respective prices paid by Distributor.

D. If, prior to any MedTel Notice of Termination pursuant to Section 19 A or Distributor Notice of Termination pursuant to Section 19 B above, Distributor has placed any Order(s) with MedTel for Product(s) and the scheduled date of delivery of the Product in such Order extends beyond the effective date of the termination of this Agreement resulting from either such Notice of Termination and such Order has not been cancelled by MedTel pursuant to subsection A of this Section 20, then Distributor shall pay the Price of such Product pursuant to subsection B of this Section 20 and Distributor shall take delivery of such Product when available from MedTel. MedTel's delivery of such Product and Distributor's acceptance and resale of such Product shall be subject to all of the terms and conditions of this Agreement as if the Agreement were still in effect with respect to such Product, except that MedTel shall be discharged from any further obligation with respect to such Product as of the effective date of termination of the Agreement.

E. MedTel shall have no liability whatsoever to Distributor or any third party for any cost, compensation, reimbursement, damages, claims, losses or indemnities of any kind or nature on account of any loss of customers, expected profits on anticipated sales or on account of expenditures, investments, or commitments in connection with Distributor's business or goodwill, or on any other account due to the expiration or termination of this Agreement or the cancellation of any Orders for Products or service that are undelivered due to any such cancellation, expiration or termination, regardless of the reason for such cancellation, expiration or termination.

21. FORCE MAJEURE. Except with respect to Distributor's obligation to make timely payments, neither MedTel nor Distributor shall be deemed to be in default of this Agreement for failures in performance resulting from acts or events beyond its reasonable control. Such acts or events shall include, but not be limited to, acts of God, civil or military authority, civil disturbance or strikes, acts or omissions of MedTel's carriers or suppliers or licensors, fires, or other catastrophes. Each party shall endeavor to give the other reasonable notice of any such force majeure and the time for performance of the party affected by the force majeure shall be extended by a period of time equal to the length of the delay plus such additional time as is reasonably necessary to enable the affected party to resume performance of its obligations.

22. SEVERABILITY. Should any provision of this Agreement be unenforceable or prohibited by any applicable law, this Agreement shall be considered divisible as to such provision, which shall be inoperative, but the remainder of this Agreement shall be valid and binding as though such provision were not included herein.

23. ASSIGNMENT. Distributor shall not, directly or indirectly, transfer or assign this Agreement unless MedTel consents thereto in a written instrument expressly consenting to the specific transfer or assignment. Any attempted transfer or assignment without such written consent shall be void and confer no rights upon any third person. If MedTel consents to a transfer or assignment, the transfer or assignment shall not be effective unless and until (i) Distributor gives actual notice thereof to MedTel, and (ii) the transferee or assignee shall deliver to MedTel an agreement in form and substance satisfactory to MedTel pursuant to which the transferee or assignee assumes all of the obligations and liabilities of Distributor hereunder, and an executed duplicate original copy of the assignment agreement.

24. NOTICE. All notices, reports and other communications ("Notices") required or permitted by either party hereunder must be in writing. Notices shall be deemed given to the other party and effective when (i) delivered personally, or (ii) sent by commercial overnight courier with written verification of receipt, or (iii) sent by registered or certified mail, postage prepaid to the receiving party's address set forth on the signature page of this Agreement or to any other notice address provided by receiving party by notice hereunder.

25. SECURITY INTEREST. Distributor grants to MedTel a security interest in all Products sold by MedTel to Distributor and in all proceeds and products therefrom, whether now held or hereafter acquired, including all accounts receivable, notes receivable, contract rights and other commercial paper of any kind arising from the resale and/or sublicense by Distributor of the Products covered hereby, to secure the full and prompt payment/performance of all obligations hereunder and otherwise of Distributor to MedTel. Distributor expressly agrees to execute such documents required by MedTel to effectuate and perfect the security interest granted herein and further authorizes and irrevocably appoints MedTel as its attorneys-in-fact to sign and file in Distributor's name, UCC financing statements and such other documents as MedTel may request, including, but not limited to a security agreement, to implement the foregoing, without Distributor's signature for the express purposes set forth herein. Distributor understands and intends that said power of attorney is coupled with an interest. MedTel has the right, at all times, to retain or retake possession of Products until paid in full therefor.

26. COMPLIANCE WITH LAWS. A. Distributor represents, warrants and covenants that all activities performed, directly or indirectly, by, through or on behalf of Distributor pursuant to, or in connection with, this Agreement or in furtherance of its intents and purposes including without limitation the resale, installation use and support of the Product, shall be carried out at its own cost and in form and substance in accordance with all applicable laws, rules, regulations, licenses, permits and approvals of the United States (U.S.), and any other non-U.S. country (collectively "Applicable Laws") including without limitation, filing this Agreement with governmental authorities. Distributor will indemnify and hold harmless MedTel for any violation by Distributor of any Applicable Laws. Distributor represents, warrants and covenants that it shall not directly or indirectly pay, offer, give or promise to pay or authorize the payment of, any portion of the compensation or reimbursements received hereunder or any other monies or other things of value to an officer or employee of a government or any department, agency, or instrumentality thereof; an officer or employee of a public international organization; any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality or public international organization; any political party or official thereof; any candidate for political office; an employee, officer, director or shareholder of any commercial purchaser of MedTel products; or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or engage in acts or transactions otherwise in violation of any applicable anti-bribery, anti-kickback or other anti-corruption legislation, including but not limited to the Foreign Corrupt Practices Act of the United States, as amended from time to time ("FCPA") and any anti-bribery, anti-kickback or other anti-corruption law of the Territory or any law that implements the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. The failure of Distributor to comply in all respects with the provisions of the FCPA or any other applicable anti-bribery, anti-kickback or other anti-corruption law shall constitute a material breach by Distributor of its obligations hereunder and, shall result in the termination of this Agreement immediately without further notice, obligation, or liability of MedTel and without need of previous judicial resolution.

B. Distributor acknowledges that the Products and technology or direct products thereof ("Products and Technology") it may purchase and resell under this Agreement are subject to export controls under the laws and regulations of the United States (U.S.). Distributor shall not ship or otherwise transfer any Product or Technology to any non-U.S. country or destination without first obtaining MedTel's written consent and subject to such consent, Distributor shall comply with such laws and regulations governing use, export, re-export, and transfer of the Products and Technology and will obtain all required U.S. and local approvals, authorizations, permits, or licenses. Distributor shall not transfer any Products and Technology from the country of delivery, or to any facility engaged in the design, development, stockpiling, manufacturing or use of nuclear, missile, chemical or biological weapons, or to any military end-user or for a military end-use, without first obtaining MedTel's written approval and all required approvals of the applicable U.S. agencies. MedTel and Distributor each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations and licenses, and to take timely action to obtain all required support documentation. Distributor agrees to maintain full, true, and accurate records of exports, re-exports, and transfers of the Products and Technology, purchased and deployed or distributed, according to U.S. and local laws. Distributor's obligations under this clause shall survive the expiration or termination of the Agreement.

27. ENTIRE AGREEMENT, GOVERNING LAW, VENUE, AND OTHER PROVISIONS. A. Distributor acknowledges that this Agreement, including its Exhibit(s) and, Schedule(s), sets forth the entire understanding of the parties, and that there are no agreements or understandings, oral or written, between the parties except as set forth herein.

B. This Agreement will be governed by and construed in accordance with the laws of the State of Florida but without regard to that state's conflict of laws principles. The parties hereby consent to the jurisdiction of the federal court located within the Middle District of Florida or the state court within Manatee County, State of Florida, and irrevocably agree that all actions or proceedings relating to this Agreement shall be litigated in such courts, and each party waives any objection which it might have based on improper venue or forum non conveniens.

C. Distributor and MedTel agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply or govern this Agreement, the performance of, or any transaction between the parties under this Agreement.

D. MedTel may have injunctive or other equitable relief to remedy any actual or threatened unauthorized disclosure of Confidential Information or unauthorized use, copying, marketing, distribution or sub-licensing of the Products.

E. No changes to this Agreement shall be effective unless in writing and signed by the President of MedTel or his designee.

F. In the event of any violation or default of this Agreement by Distributor, or in the event MedTel takes any action against Distributor to enforce the terms hereof, Distributor agrees to reimburse MedTel for its attorneys fees, expert witness fees, and any other costs incurred in connection therewith, including but not limited to the collection of any sums due and owing by the Distributor.

G. Any waiver of any kind by MedTel of a breach of this Agreement by Distributor must be in writing, signed by the President of MedTel, or his designee, shall be effective only to the extent set forth in such writing and shall not operate or be construed as a waiver of any subsequent breach by Distributor.

H. MedTel's delay or omission, if any, in exercising any right, power or remedy pursuant to a breach or default by Distributor shall not impair any right, power or remedy which MedTel may have.

I. All captions or headings contained in this Agreement are for convenience and reference only and are not for purposes of interpreting this Agreement.

J. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

SCHEDULE A

MEDTEL SERVICES, LLC
END USER LICENSE AGREEMENT

NOTICE: BY WRITTEN ACKNOWLEDGMENT, DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE USING THE PRODUCT, END USER AGREES TO THE TERMS OF THIS END USER LICENSE AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF THE END USER, YOU REPRESENT AND WARRANT THAT YOU ARE ACTING ON BEHALF OF THE END USER AND ARE AUTHORIZED TO ACCEPT THIS END USER LICENSE AGREEMENT ON THE END USER'S BEHALF AND THAT YOU HAVE THE FULL AUTHORITY TO BIND THE END USER TO THESE TERMS AND CONDITIONS (SUCH END USER BEING HEREIN REFERRED TO AS "YOU"). IF YOU DO NOT AGREE TO THESE TERMS AND CONDTIONS, DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE PRODUCT; AND WITHIN THIRTY (30) DAYS OF DELIVERY OF THE PRODUCT RETURN THE UNUSED PRODUCT AND PROOF OF PURCHASE TO THE PARTY FROM WHOM YOU PAID THE PRODUCT PURCHASE PRICE AND LICENSE FEES FOR A REFUND, IF ANY OR SELECT THE "DO NOT ACCEPT" BUTTON. YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND SHALL ABIDE BY THIS END USER LICENSE AGREEMENT AND YOU AGREE THAT THIS END USER LICENSE AGREEMENT IS ENFORECABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU.

THE FOLLOWING TERMS AND CONDITIONS OF THIS END USER AGREEMENT AND SEPARATE AGREEMENT(S) INCORPORATED HEREIN BY REFERENCE (COLLECTIVELY, "AGREEMENT") APPLIES TO THE PRODUCTS DESCRIBED HEREIN AND FURNISHED TO YOU BY MEDTEL SERVICES, LLC OR MEDTEL'S DISTRIBUTOR OR RESELLER. THE SOFTWARE IS NOT SOLD TO YOU, BUT IS THE PROPERTY OF MEDTEL AND/OR ONE OR MORE OTHER THIRD PARTY LICENSORS PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL TREATY. ANY USE OF THE SOFTWARE IS GOVERNED BY THIS AGREEMENT. YOU AGREE THAT YOU ARE LICENSING THE SOFWARE FOR YOUR END USE ONLY AND NOT FOR RESALE OR REDISTRIBUTION.

1. DEFINITIONS. "Product" means equipment, Software, product documentation and associated services furnished to You concerning the use and support of the Product. "Software" means software object code, application interfaces, documentation and any updates, revisions or modification thereto on magnetic tape, diskette, CD-ROM, semiconductor device or other memory device.

2. LICENSE. (a) With respect to all Software of MedTel and/or its vendors or suppliers which may be furnished to You by MedTel hereunder, You accept and agree to abide by all the license terms and conditions set forth herein and any other separate license agreements that are specific to, and included in document or shrink wrap form with the shipment of particular Software, or presented in electronic form (including click wrap form) during the loading or installation of such Software. In the event of any conflict between the license terms and conditions set forth herein and any such separate license agreements specific to any particular Software, the license agreements specific to such particular Software shall prevail with respect to such particular Software. All Software furnished hereunder shall be licensed only as set forth herein.

(b) Subject to your compliance with this Agreement including the license obligations pursuant to this Section, and your payment of the applicable license fees, MedTel grants to You a personal, nontransferable, nonexclusive and revocable license to use the Software solely with the equipment sold to You by MedTel or its distributor or reseller, or such other equipment as may be authorized by MedTel to support such use of the Software for your own business operation up to the number of concurrent devices and/or ports as may be authorized by MedTel. You shall not copy the Software except that You are permitted to make one (1) copy of the Software, to the extent that it is made available in a form that is intended to be copied, only for backup purposes, provided that You shall include on such copy the same copyright notice and proprietary marking that appear on the original Software including diskette markings.

(c) You shall (i) not modify, translate, reverse engineer, reverse compile, decompile, recompile, disassemble, port, copy, download or attempt to derive the source code from the Software, and no license to the source code is provided herein; (ii) take all actions necessary to satisfy your obligations under these license provisions including the issuance of adequate instructions and monitoring of all appropriate personnel within your organization to ensure that such personnel satisfy these license obligations; and (iii) promptly return to MedTel any magnetic tape, diskette, CD-ROM, semiconductor device or other memory device or system and/or Documentation, which has been replaced, modified or updated by MedTel.

(d) The Software and all copies thereof shall at all times remain the sole and exclusive property of MedTel or its third party vendors or suppliers, as applicable, and You shall have no title to or interest in such Software and copies thereof. You acknowledge that the Software constitutes valuable trade secrets of MedTel and its third party vendors or suppliers. You agree to use the Software solely in accordance with license provisions herein and all the terms and conditions of this Agreement and to treat the Software as the confidential and proprietary information of MedTel. If You sell or otherwise dispose of the media on which the Software is fixed, such Software must be erased or destroyed before any such sale or disposal so that the Software is no longer ascertainable from such media.

(e) If You sell or otherwise transfer or dispose of the equipment which supports the use of the Software in your business operation, or if You fail to comply with any of the terms of this Agreement, all of your rights hereunder to possess and use the Software and all copies thereof shall immediately terminate and You agree to promptly return the Software and all copies thereof to MedTel.

3. PRODUCT CHARGES AND LICENSE FEES. Product charges and license fees paid by You are paid in consideration of the rights granted under this Agreement.

4. TERM. The Agreement is effective upon your acceptance of its terms as herein provided or any use of the Products and shall continue until terminated. You may terminate this Agreement at any time by returning the Software and all copies thereof and extracts therefrom to MedTel. MedTel may terminate this Agreement upon the breach by You of any term of this Agreement, and MedTel shall have the right to injunctive relief enjoining such acts or attempts constituting a breach (in addition to other legal remedies, all of which are non-exclusive). Upon such termination by MedTel, You agree to promptly return to MedTel the Software and all copies and extracts thereof. The following provision shall survive any termination of this Agreement: "Limited Warranty," "Limitation of Liability," "Governing Law, Venue and Jurisdiction," "Enforceability," "No Waiver," "Export Compliance," and "Entire Agreement."

5. LIMITED WARRANTY. IF YOU PURCHASED THE PRODUCT AND OR PRODUCT LICENSE DIRECTLY FROM MEDTEL, THE ONLY WARRANTY THAT SHALL APPLY TO SUCH PRODUCT IS THE WRITTEN MEDTEL LIMITED WARRANTY STATEMENT IN EFFECT AT THE TIME OF PRODUCT PURCHASE. ANY SUCH LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, MEDTEL DOES NOT WARRANT THAT SUCH PRODUCT WILL BE WITHOUT FAILURE, DELAY, ERROR, BREAKDOWN, OUTAGE, INTERRUPTION, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. THE REMEDIES PROVIDED TO YOU UNDER MEDTEL'S LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES. IN THE EVENT THAT SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO THE REFUND OF WHATEVER PORTION OF THE PRICE OR LICENSE FEE YOU PAID TO MEDTEL FOR THE DEFECTIVE ITEM COVERED BY SUCH LIMITED WARRANTY. IF YOU PURCHASED THE PRODUCT AND OR PRODUCT LICENSE FROM A MEDTEL AUTHORIZED RESELLER OR A MEDTEL AUTHORIZED DISTRIBUTOR, THEN THERE IS NO WARRANTY TO YOU FROM MEDTEL AND YOU AGREE TO LOOK TO SUCH AUTHORIZED RESELLER OR AUTHORIZED DISTRIBUTOR ONLY, FOR WARRANTY, IF ANY, THAT MAY APPLY TO THE PRODUCT (UNLESS IN LIEU THEREOF, MEDTEL AGREES IN WRITING TO OFFER ITS LIMITED WARRANTY DIRECTLY TO YOU).

6. LIMITATION OF LIABILITY. IN NO EVENT WILL MEDTEL BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND EVEN IF THEY ARE FORESEEN OR FORESEEABLE. MEDTEL'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING THAT WITH RESPECT TO DIRECT DAMAGES, WILL NOT EXCEED THE LICENSE FEE PAID FOR THE SOFTWARE GIVING RISE TO THE CLAIM OR LIABILITY. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THIS AGREEMENT AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF MEDTEL'S SUPPLIERS, DISTRIBUTORS AND RESELLERS AS THIRD-PARTY BENEFICIARIES. EACH PROVISION IN THE AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

7. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement will be governed by and construed in accordance with the laws of the State of Florida but without regard to that state's conflict of laws principles. The parties agree that any action to enforce any provision of this Agreement or arising out of this Agreement or the business relationship between MedTel and You will be brought in the state or Federal court of competent jurisdiction in the State of Florida. You and MedTel agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply or govern this Agreement, the performance of, or any transaction between the parties under this Agreement. Reasonable attorney fees shall be reimbursed, with respect to the foregoing, to the party who prevails on the merits.

8. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired.

9. NO WAIVER. Any non-enforcement of any provision of this Agreement by MedTel shall not constitute a waiver of such provision or prejudice MedTel's right to enforce such provision.

10. EXPORT COMPLIANCE. The Products including Software, product documentation and technology or direct products thereof ("Products and Technology") are subject to U.S. export control laws and regulations and the export of such Products and Technology is conditioned upon receipt of U.S. Government licenses and approvals. You shall ensure that no Products and Technology shall reach any country where U.S. law prohibits the possession or use of such Items. You shall comply with all export regulations of the U.S. Department of Commerce and shall not transfer any Products and Technology from the country of delivery, or to any facility engaged in the design, development, stockpiling, manufacturing or use of nuclear, missile, chemical or biological weapons, or to any military end-user or for a military end-use, without first obtaining MedTel's written approval and all required approvals of the applicable U.S. agencies. Your obligations hereunder shall survive so long as You possess or control the Products and Technology.

11. THIRD PARTY LICENSE AGREEMENTS. A. You acknowledge and agree that installation and/or use of the Software may be subject to activation by license key.

B. MedTel licenses or may license certain portions of its software from others, inclusive of certain components of the Software that consist of open source software ("GPL Software") subject to the GNU General Public License, Version 3, June 29, 2007 (the "GNU"), a copy of which will be provided to End User upon its written request to MedTel Services, LLC, 2511 Corporate Way, Palmetto, FL 34221. GPL Software is not owned by MedTel. Notwithstanding anything in this Agreement to the contrary, GPL Software is distributed by MedTel to End User for End User's use solely under the terms of the GNU which govern the GPL Software and the copying, distribution, and modification of the GPL Software. MedTel may also provide SMS (short message services) and voice services for interoperating with the Software ("Third Party Software/Services"). MedTel makes no representations or warranties as to such Third Party Software/Services or their operation, except to the extent such third party vendor provides such representation or warranty to MedTel.

C. Vovida Software License (Version 1.0 Copyright (c) 2000 Vovida Networks, Inc. All rights reserved). Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: (i) Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer; (ii) Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution; (iii) The names "VOCAL", "Vovida Open Communication Application Library", and "Vovida Open Communication Application Library (VOCAL)" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact vocal@vovida.org. (iv) Products derived from this software may not be called "VOCAL", nor may "VOCAL" appear in their name, without prior written permission of Vovida Networks, Inc. (v) THIS SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE DISCLAIMED. IN NO EVENT SHALL VOVIDA NETWORKS, INC. OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF $1,000, NOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12. ENTIRE AGREEMENT. This Agreement and any written agreement executed by MedTel and You for the supply of the Software and related Products represent the entire agreement between MedTel and You and supersede all prior oral and written communications, agreements, promises, and understandings concerning the Software and related Products. In the event of any conflict between the terms of any written agreement executed by You and MedTel and those of this Agreement, the terms of this Agreement shall prevail. Terms and conditions as set forth in any purchase order which differ from, conflict with, or are not included in this Agreement, shall not become part of this Agreement unless specifically accepted by MedTel in writing. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature.

Agreed to by: _____

(Your Signature on behalf of End User)

_____

(Print full legal name of End User)

SCHEDULE B

MEDTEL SERVICES, LLC
U.S. DISTRIBUTOR LIMITED WARRANTY

For MedTel Products purchased by Distributor for destinations within the fifty States of the United States, the District of Columbia or Puerto Rico

(a) The provisions of this limited warranty apply only to products sold by MedTel directly to Distributor.
(b) MedTel warrants to Distributor that the product manufactured by MedTel ("MedTel Products") and purchased or licensed by Distributor from MedTel for Distributor's resale of the MedTel Product to a Reseller or end user are in accordance with the remedies of this MedTel Limited Warranty subject to the limitations, exclusions and disclaimers of such limited warranty as set forth herein. Repairs or replacements of MedTel Products that are in or out of warranty shall be in accordance with MedTel's then current Material Return and Repair Policy a copy of which is available to Distributor upon its written request to MedTel.
(c) MedTel warrants that the equipment items of the MedTel Products purchased or licensed by Distributor from MedTel will be free from defects in material and will comply with MedTel's normal standard of workmanship.
(d) MedTel shall incur no obligation under this limited warranty with respect to any MedTel Product equipment, unless:
(1) Distributor provides MedTel written notice of Distributor's claim that such equipment is defective, including a description of the defect, promptly upon Distributor's discovery of such defect and in any event within the following specific time limits: (i) for any MedTel Product equipment (except for VCSe100 server equipment or Arcata phone equipment), within fifteen (15) months from the date of MedTel's delivery of such equipment; and (ii) for VCSe100 server equipment or Arcata phone equipment, within twenty four (24) months from the date of MedTel's delivery of such equipment;
(2) Any such equipment claimed to be defective is returned by Distributor to MedTel promptly upon Distributor's discovery of the defect and in any event within the time limit specific to such equipment set forth in (1) (i) or (ii) above, transportation charges prepaid by Distributor, and;
(3) MedTel's test discloses that such equipment does not meet MedTel specifications due to defects in material or normal workmanship and for no other reason.
(e) Equipment items of MedTel Products requiring repair or replacement under this limited warranty shall be shipped prepaid, by Distributor to MedTel at the address specified by MedTel unless MedTel proposes and Distributor concurs that repair or replacement shall be performed by MedTel on site. Defective equipment items covered under this limited warranty shall be repaired or replaced with new or functionally operable items at no charge. MedTel will use its reasonable efforts to repair or replace such items within sixty (60) working days of receipt or as soon thereafter as MedTel is able to do so. MedTel shall return all items repaired or replaced under this warranty by surface freight prepaid, at no charge to Distributor. Any other type of delivery shall be at Distributor expense. If MedTel determines that equipment items sent to MedTel by Distributor are out of warranty, then repairs or replacements may be made at the option of MedTel in accordance with the procedures and at the prices set forth in MedTel's then current Return Material and Repair Policy. Equipment items of MedTel Products serviced by MedTel under this limited warranty are warranted against defects in material and workmanship for the remainder of the original warranty period, or for a period of ninety (90) days from the date of service, whichever period is longer.
(f) MedTel Product which is out-of- warranty may be repaired or replaced by MedTel at its sole discretion and if MedTel elects to do so, Distributor agreed to send such item to MedTel for repair with cost of transportation prepaid by Distributor. Repairs for MedTel Products that are out of warranty which MedTel agrees to perform shall be made at the prices set forth in MedTel's then current Return Material and Repair Policy.
(g) Upon removal or breakage of any tamper-proof seal on any MedTel Product at any time, other than by or for Distributor to permit authorized use, the limited warranty hereunder as to that MedTel Product shall cease immediately and shall be of no further force or effect.
(h) MedTel does not warrant any Software item of MedTel Products will be error free. MedTel warrants that the Software of MedTel Products will substantially conform to MedTel's functional specifications. If any Software item of MedTel's Products does not substantially conform to such specifications, MedTel will use reasonable efforts to correct such nonconformance provided MedTel is promptly notified by Distributor in writing upon its discovery of such nonconformance and in any event no later than ninety (90) days from the date of delivery by MedTel of such Software.
(i) In no event shall MedTel be responsible for defects due to physical damage suffered to any Products as a result of improper handling during or after shipment, misuse, neglect, improper installation or operation, repair, accident, or for any other cause not attributable to defects of material or workmanship on the part of MedTel.
(j) ANY AND ALL THIRD-PARTY PRODUCTS SUPPLIED TO DISTRIBUTOR BY MEDTEL ARE EXPRESSLY PROVIDED "AS IS." MedTel makes no representation or warranty whatsoever with respect to Third Party Products. MedTel's sole obligation with respect to such Third Party Product(s) shall be to use commercially reasonable efforts, but shall be under no obligation, to pass through to Distributor the warranties, if any, that may be provided by the third-party vendors or suppliers of the Third Party Product(s) subject to their authorization for such pass through and any and all of their disclaimers.
(k) This limited warranty is expressly limited to repair or replacement of defective equipment and Software items of MedTel Products and the express terms of any pass through warranty applicable to Third Party Products.
(l) NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, DISTRIBUTOR AGREES THAT THE WARRANTY PROVISIONS SET FORTH HEREIN ARE VOID IF ANY MEDTEL PRODUCT OR ANY THIRD PARTY PRODUCT SUPPLIED BY MEDTEL IS MODIFIED, ALTERED OR CHANGED IN ANY WAY BY ANYONE OTHER THAN MEDTEL OR CONNECTED TO OR INTERFACED WITH ANY PRODUCTS OR SYSTEMS NOT APPROVED BY MEDTEL. MEDTEL MAKES NO WARRANTIES OR REPRESENTATIONS EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY.
(m) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, MEDTEL DOES NOT WARRANT THAT ANY PRODUCT OF ANY KIND WILL BE WITHOUT FAILURE, DELAY, ERROR, BREAKDOWN, OUTAGE, INTERRUPTION, OR DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE DISTRIBUTOR'S SOLE AND EXCLUSIVE REMEDIES. IN THE EVENT THAT OTHER REMEDIES PROVIDED BY THIS LIMITED WARRANTY FAIL OF THEIR ESSENTIAL PURPOSE, DISTRIBUTOR'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO THE REFUND OF WHATEVER PORTION OF THE PRICE OR LICENSE FEE THAT DISTRIBUTOR PAID TO MEDTEL FOR THE DEFECTIVE ITEM COVERED BY THIS LIMITED WARRANTY. IN NO EVENT SHALL MEDTEL OR ANY OF ITS VENDORS OR SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND EVEN IF THEY ARE FORESEEN OR FORESEEABLE.

SCHEDULE C

MEDTEL SERVICES, LLC
SECOND LEVEL SUPPORT TERMS AND CONDITIONS

A. PRODUCTS COVERED BY THIS SECOND LEVEL SUPPORT PLAN. Cerato® Products and OMNIWorks® Products

B. DISTRIBUTOR SUPPORT OBLIGATIONS.

As between Distributor and MedTel, Distributor is responsible for providing all support of the Product to Distributor's customers. Distributor agrees to procure for and ensure that at least one (1) of Distributor's technical personnel completes training in Product installation, in-warranty service, follow-on technical support, data base configuration and administration as may be made available by MedTel ("Technical Training") and obtain MedTel's certification that such personnel has successfully completed such training. Distributor agrees that the completion of such Technical Training by at least one of its technical personnel and its procurement of MedTel's certification as to such completed training is a condition precedent to Distributor's access to and use of Second Level Support. In cases where, Distributor is unable to resolve a Product malfunction after having worked to the best of its ability to do so, Distributor may contact MedTel for Second level Support described herein.

C. SECOND LEVEL SUPPORT.

The full extent of Second level Support consists of the following: MedTel Help Desk Support from the MedTel help desk and Engineering Changes and Software Maintenance Updates as may be available for Product malfunctions, at no charge to Distributor, as described in sections C (1) and (2) and, subject to MedTel's then current charges, Additional Services in the form of equipment return and repair service and/or on-site assistance subject to the availability of such Additional Services as described in Section C (3) and (4). Second level Support is subject to the support limitations and exclusions set forth in Section E.

1. HELP DESK SUPPORT.

(i) Distributor may contact the MedTel help desk at the telephone number specified in Section D from during the hours of 8:00 a.m. to 5:00 p.m. (Eastern USA Time) Monday through Friday but excluding MedTel holidays ("Prime Shift"), to request assistance regarding Product malfunctions which Distributor can not resolve. Distributor agrees calls for technical assistance will not be placed to the MedTel help desk outside MedTel's Prime Shift unless the Product malfunction constitutes an Emergency pursuant to subsection (ii) below. Unless otherwise agreed to by MedTel on a case by case basis, any Distributor call for Help Desk Support and/or MedTel response or support initiated during the Prime Shift of any particular MedTel work day but not completed by the end of such Prime Shift will not continue beyond the end of that day's Prime Shift and may be re-initiated by Distributor call during MedTel's Prime Shift of a subsequent MedTel work day).

(ii) Distributor may contact the MedTel help desk at the telephone number specified in Section D, during the hours outside Prime Shift, including Saturdays and Sundays and MedTel's holidays, to request assistance regarding a Product malfunction that constitutes an Emergency which occurs outside MedTel's Prime Shift and which Distributor can not resolve by means of its remedial actions in accordance with the Product maintenance procedures. An Emergency is (a) a failure of fifty percent (50%) or more of incoming or outgoing telephone calls; or fifty percent (50%) or more of the PBX station positions within the PBX Switching System; or any switching equipment or software failure which completely disrupts the flow of data through a MedTel defined switching system/application link such as the 20-20™ Interface Link; or (b) in the case of an OmniWorks Product, a software malfunction within such product that causes a failure of thirty percent (30%) or more of incoming or outgoing calls; or a failure of thirty percent (30%) or more of the agent positions; or any software or program failure which completely prevents end user from obtaining real-time reports from the OmniWorks Product for its agent work force management.

(iii) With respect to a Distributor call to the MedTel help desk to request technical assistance for a Product malfunction during the Prime Shift pursuant to subsection (i) above or Outside the Prime Shift for a Product Malfunction which constitutes an Emergency pursuant to subsection (ii) above, provided that Distributor has entered an active PIN to initiate such call and further provided that Distributor fully describes the Product malfunction and furnishes such other information and assistance which MedTel requires, MedTel shall use reasonable efforts to respond to such call and endeavor to provide remote assistance over the telephone from MedTel's help desk in the form of troubleshooting, diagnosis and remedial advice to assist Distributor in restoring the Product to normal operating condition ("Help Desk Support"). If a MedTel technician is not available at the time Distributor calls the MedTel help desk, Distributor will be prompted to leave a call back number and the name of the responsible Distributor representative who should be contacted and a MedTel technician will respond by telephone call to such Distributor representative as soon as such technician is available. Distributor agrees that any call back in response to a call for technical assistance with Product malfunction that does not constitute an Emergency shall only be made when the MedTel technician is available during Prime Shift hours. Distributor agrees that it will not call MedTel's help desk outside the hours of MedTel's Prime Shift for diagnosis and remedial maintenance consultation regarding any Product failure or malfunction, unless such Product failure or malfunction constitutes an Emergency.

(iv) Distributor is responsible for all telephone and/or network facilities and equipment necessary for MedTel to assist Distributor in performing remote diagnostics and remedial consultation, including facilities for MedTel to remotely connect to Product if required by MedTel. All remote diagnostics and remedial consultation that requires any connectivity to end user's Product or systems is contingent upon Distributor obtaining the prior approval of such end user for such connectivity by MedTel and MedTel shall have no obligation to commence any such effort until such end user approval is granted to MedTel.

(v) If requested by MedTel, Distributor shall submit a listing of output and all such other information and data which MedTel may request in order to reproduce operating conditions similar to those present when the Product malfunction was discovered by Distributor. Any testing equipment required to support this effort is the sole responsibility of the Distributor. Distributor agrees that with respect to any and all calls for Help Desk Support hereunder, MedTel is neither obligated nor liable for refusing to accept such calls except where Distributor personnel placing such calls is certified as having successfully completed a MedTel authorized training class related to such Product and is fully knowledgeable and skilled in the installation, operation and first level maintenance of the Product. In the absence of such certification it will be at the sole discretion of MedTel as to whether the person is qualified to request and/or receive such Help Desk Support.

(vi) Distributor is solely responsible, at its cost, to maintain, repair and service all Products including without limitation the procurement and use of any hardware, and/or software, firmware, spares, test equipment and other materials, items or supplies.

(vii) Help Desk Support is conditioned upon the availability of MedTel personnel resources and schedule determined by MedTel at its sole discretion.

2. ENGINEERING CHANGES AND SOFTWARE MAINTENANCE UPDATES.

From time to time, MedTel may make available: (a) engineering changes and/or (b) Software maintenance updates in the form of patches, fixes or corrections that are identified by MedTel as necessary to correct existing or potential problems affecting the performance of Products manufactured by MedTel and maintained by Distributor. If

MedTel determines, in its discretion, that an engineering change and/or software maintenance update is available and applies to a malfunction or potential malfunction of such Product(s), MedTel will make such engineering change and/or software maintenance update available to Distributor, whereupon Distributor agrees to promptly install such engineering change and/or software maintenance update in such Product. Distributor acknowledges that all software or firmware related engineering changes and/or software maintenance updates are subject to the license and sublicense restrictions and obligations applicable to Distributor and its Customer(s) in the License Grant section of the Domestic Strategic Distribution Terms And Conditions of this Agreement. Distributor agrees to abide by and shall cause its Customers to abide by such License Grant obligations and restrictions with respect to the installation and use of any such software or firmware related engineering changes and/or software maintenance updates in the Product(s). Such engineering changes and/or software maintenance updates do not include software updates or upgrades for which MedTel charges separate and additional prices or fees. Distributor is responsible for purchasing and installing all associated equipment and software required to support the installation of such engineering changes and Software maintenance updates made available by MedTel hereunder.

3. EQUIPMENT RETURN AND REPAIR SERVICE.

Certain items of equipment purchased from MedTel by Distributor under this Agreement may be eligible for and return to factory for repair or replacement at MedTel's then current prices and charges. Distributor may offer to purchase such repair or replacement of eligible equipment by issuing a purchase order to MedTel, subject to the terms and conditions of this Agreement and the then current MedTel Material Return and Repair Policy, a copy of which will be made available upon written request of Distributor.

4. ON-SITE TECHNICAL ASSISTANCE.

In cases where Distributor is unable to resolve a Product Malfunction by means of its first level Support and assistance from MedTel's Second Level Help Desk support, Distributor may request MedTel to have a technician travel to the site where the Product is located and assist Distributor in its efforts to resolve such Product malfunction. Such request will be in the form of purchase order for on-site support plus travel time at MedTel's then current time and material rates plus travel and living costs. Subject to available manpower and at MedTel's sole discretion, MedTel may provide such on-site support. Distributor is responsible for obtaining any end user approval prior to commencement of MedTel's on-site technical assistance. Distributor shall be present on-site to coordinate such MedTel assistance.

D. POINTS OF CONTACT. MedTel Second Level Support purchased by Distributor may be obtained by calling the MedTel Customer Support Department as follows:

Weekdays during Normal Business Hours: US Toll Free 800.444.7434 International 678.581.8060	8:00 a.m. to 5:00 p.m. EST
Outside of Normal Business Hours: US Toll Free 800.444.7434 International 678.581.8060	5:01 p.m. to 7:59 a.m. EST

E. SUPPORT LIMITATIONS AND EXCLUSIONS.

Support does not include and MedTel shall have no obligation to provide and no liability for not providing Support with respect to any of the following: (1) any Product not operating at the then current release of software or the version of software immediately preceding the current release; (2) any failures or malfunctions external to the Product; (3) any Product failure or malfunction due to a cause external to the Product including but not limited to electrical power surges or failures, acts of God, or devices connected to the Product; (4) any Product failure or malfunction caused by negligence, abuse, mishandling, or misuse or failure to properly maintain such Product; (5) any Product failure or malfunction caused by wear and tear, excessive use or deterioration; or (6) assistance with system applications, user operation, call productivity, configuration, and system integration or making specification changes in the Product. Notwithstanding any other provision herein to the contrary, MedTel may, at its sole discretion, and without any liability whatsoever, decline any request to provide Second Level Support based upon its determination that any Product malfunction or other request for technical support by Distributor is beyond the scope of this Agreement or MedTel's capability.

F. DISCLAIMER OF WARRANY, LIMITATION OF LIABILITY.

THERE ARE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED BY MEDTEL OR ANY OF ITS VENDORS OR LICENSORS INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THIS SUPPORT. YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IN LAW OR IN EQUITY OR OTHERWISE WITH RESPECT TO THIS SUPPORT OR ANY BREACH OF THESE SUPPORT TERMS BY MEDTEL IS WITHDRAWAL FROM PARTICIPATION IN THE SUPPORT. IN NO EVENT WILL MEDTEL BE LIABLE TO DISTRIBUTOR, OR ANY END USER OR OTHER THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND EVEN IF THEY ARE FORESEEN OR FORESEEABLE. MEDTEL'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING THAT WITH RESPECT TO DIRECT DAMAGES, WILL NOT EXCEED THE CHARGE PAID BY DISTRIBUTOR TO MEDTEL FOR THE SERVICE OR DELIVERABLE GIVING RISE TO THE CLAIM OR LIABILITY. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF MEDTEL'S SUPPLIERS AND LICENSORS AS THIRD-PARTY BENEFICIARIES.

G. COMPLIANCE WITH EXPORT CONTROL LAWS.

Distributor agrees and acknowledges that support, equipment, parts, engineering changes and software maintenance updates and/or any other technology that may be made available pursuant to these Support Terms constitutes "Products" as that term is used in the provisions of the "Compliance with Laws" section of the Domestic Strategic Distribution Terms And Conditions of this Agreement and all such Products are subject to the export control laws and other applicable regulations and laws of the United States. Distributor acknowledges and agrees that it shall comply fully with all such export control laws and the provisions of the "Compliance with Laws" section with respect to such Products.