

COMPANY: MSB-Medical Exchange Inc.

TERMS OF SERVICE: Use of service constitutes acceptance of the following terms.

TERM: Either party may cancel this agreement by providing written notice at least 30 days prior to the effective date of termination. Any additional changes or individual account cancellations require a 30 day written notice prior to the effective date of termination.

1. PAYMENT:

- a) Payments are due by the 25th of each month.
- b) Returned checks are subject to a \$35 returned check charge.
- c) A late fee of 1.5% will be assessed calculated on the owed outstanding balance after the 25th of each month.
- d) A reconnect charge of \$25 per line applies to reconnect any service deactivated due to failure to pay timely charges due under this Agreement.
- e) All charges are due and payable at the address designated on the invoices.

2. DEFAULT: If SUBSCRIBER becomes delinquent in the payment of charges billed or otherwise fails to comply with any provision of this Agreement, SUBSCRIBER shall be deemed to be in default, and COMPANY may discontinue SUBSCRIBER'S service and terminate this Agreement without notice. To the extent permitted by applicable law, SUBSCRIBER agrees to pay all reasonable cost and expenses, including reasonable attorney fees and court costs, incurred by COMPANY in enforcing terms, conditions, or provisions of this Agreement.

3. WARRANTIES: To the full extent allowed by applicable law, COMPANY disclaims all warranties, express or implied, regarding the merchantability, suitability, accuracy, correctness, or fitness of any equipment or service provided for any particular purpose.

4. LIMITATION OF LIABILITY: SUBSCRIBER acknowledges that equipment failures, telephone company or telephone circuit problems, typing errors, or any other condition or situation outside the direct and complete control of the COMPANY are not the responsibility of the COMPANY. The COMPANY does not warrant or guarantee that SUBSCRIBER will receive any particular page, message, or call. To the full extent allowed by applicable law, COMPANY'S liability for malfunctioning equipment, services, faxing, scheduling, or any incorrect, incomplete, or untimely message shall be limited to the COMPANY's cost to deliver or provide that particular unit of service. COMPANY shall not be liable for any consequential damages of any kind including damages resulting from the failure of SUBSCRIBER to receive specific messages.

5. EQUIPMENT: Any equipment that may be provided by COMPANY is on a rental basis only. SUBSCRIBER does not own the equipment. In the event the equipment is no longer being used or upon termination of services, any and all equipment supplied by COMPANY must be returned to COMPANY. SUBSCRIBER will be responsible for the cost of non-returned equipment.

6. MISCELLANEOUS: In the event a Court of competent jurisdiction determines that any provision of this Agreement is void or not enforceable, such determination shall effect only the provision in question and shall not impair the remaining provisions. This Agreement is not assignable by SUBSCRIBER. This Agreement contains the entire agreement of COMPANY and SUBSCRIBER and can be modified only by written agreement of the parties. COMPANY has made no verbal representation, warranties, or agreements.