

(rev. 03/04)

ADDENDUM

This Addendum amends the attached and foregoing contract with the entity designated herein as Contractor.

State Agency: _____

Contractor/Vendor: _____ NNC _____ Group, LLC _____

Address: _____ 2670 Executive Drive, Indianapolis, Indiana 46241 _____

Attached contract consists of —1— pages (with/without) terms on both sides.

Contract term begins June 30, 2004 or date of final State approval, whichever is later, and shall terminate on June 29, 2005 or —12— months after date of final approval, whichever is later. Total consideration for term of agreement is: Thirty Thousand Dollars (\$30,000)

The terms and conditions of the attached contract are incorporated herein by reference and subject to: the approval of the signatories hereto; the appropriation and availability funds; compliance with Indiana law; and the modifications made herein.

1. Deleted Provisions

By mutual agreement of the parties the following provisions of Contractor's form contract are deleted from this agreement and are not legally binding on the parties:

- A. Any contract provision requiring the contract to be construed with laws other than the State of Indiana
- B. Any clause requiring the State to indemnify the Contractor.
- C. Any contract provision requiring the State to maintain insurance
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages or attorney's fees
- H. Any provision modifying the Statute of limitations provided by Indiana Statute
- I. Any provision relating to the time within which a claim must be made or suit brought
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20

K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC 5-14-3-3.5

L. Any provision giving the Form contract precedence over this addendum.

M. Any provision for automatic renewal

No other clauses are deleted, unless specifically listed here _____.

The parties agree to the following additional provisions:

2. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this agreement. They shall make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

3. Assignment

The Contractor shall not assign or subcontract the whole or any part of this contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.

4. Authority to Bind Contractor

Notwithstanding anything in the contract to the contrary, the signatory for the contractor represents that he/she has been duly authorized to execute contracts on behalf of the contractor designated above and has obtained all necessary or applicable approvals from the home office of the contractor to make this contract fully binding upon the contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the State of Indiana.

5. Changes in Work

In the event the State requires a major change in the scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its honest and reasonable judgment. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

6. Compliance with Laws

The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Contractor to determine whether the provisions of the contract require formal modification.

7. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition

~~The Contractor agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Contractor in furtherance of this contract shall be the property of the State. The Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Contractor. By this contract, the Contractor specifically waives and/or releases to the State any cognizable property right of the Contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.~~

8. Confidentiality of State Information

The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the State.

9.8. Conflict of Interest

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

- ### **B. The Department may cancel this contract without recourse by Contractor if any interested party is an employee of the State of Indiana.**
- ### **C. The Department will not exercise its right of cancellation under section B above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this contract consistent with an opinion of the Commission obtained under this section.**
- ### **D. Contractor has an affirmative obligation under this contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.**

10.9. Continuity of Services

- ### **A. The Contractor recognizes that the services under this contract are vital to the State and must be continued without interruption and that, upon contract expiration, a successor, either the State or another Contractor, may continue them. The Contractor agrees to:**
1. Furnish phase-in training, and
 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- ### **B. The Contractor shall, upon the State's written notice:**
1. Furnish phase-in, phase-out services for up to sixty (60) days after this contract expires, and
 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

- ### **C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.**

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

11.10. Debarment and Suspension

Contractor certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

12.11. Default by State

If the State, sixty (60) days after written notice, fails to correct or cure any breach of this contract, then the contractor may cancel and terminate this agreement and collect all monies due up to and including the date of termination.

13.12. Disputes

Should any disputes arise with respect to this contract, Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this contract will not be cause for Contractor to terminate this contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

14.13. Drug-Free Workplace Certification

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the contractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this agreement is in excess of \$25,000.00, Contractor hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; Employee Intranet site and sign their form.
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and Action at their own discretion.
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

15.14. Force Majeure

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of

nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

16.15. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a contract, the contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

17.16. Governing Laws

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

18. Indemnification

~~Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any. The State shall not provide such indemnification to the Contractor.~~

~~19.~~

17. Independent Contractor

Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

20.18. Information Technology Accessibility

The contractor acknowledges and agrees that all hardware, software and services provided to or purchased by the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended.

21.19. Licensing Standards

The parties agree that Contractor and its employees and subcontractors will comply with all applicable licensing standards, certification standards, accrediting standards and any other laws or regulations governing services to be provided by the Contractor pursuant to this agreement. State shall not be required to reimburse Contractor for any services performed when Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, or regulations. If licensure, certification or accreditation expires or is revoked, Contractor agrees to notify State immediately thereof.

22.20. Material Incorporated or Referred to in Contract

The Contractor has supplied herewith all written materials, documents, or instruments mentioned or referred to in the contract except, where applicable, user manuals which will be included with the equipment upon delivery and which do not alter the terms of this agreement.

23.21. Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

The Contractor understands that the State is a recipient of federal funds. Pursuant to that understanding, the Contractor and its subcontractor, if any, agree that if the Contractor employs fifty (50) or more employees and does at least \$50,000.00 worth of business annually with the State and is not exempt, the Contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.

24.22. Order of Precedence

Any inconsistency or ambiguity in this contract shall be resolved by giving precedence in the following order: (1) this Addendum (2) Contractor's contract (3) State Request for Quotation (4) attachments prepared by the State (5) Contractor's response to State Request for Quotation and (6) attachments prepared by the Contractor.

25. Ownership of Documents and Materials

~~All documents, records, programs, data, film, tape, articles, memoranda, and other materials developed under this contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this contract shall be available to the State.~~

~~26.~~

23. Payments

All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures.

27.24. Penalties/Interest/Attorney's Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-54-8-5, and IC 34-13-1-6.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

25. Qualification to do Business in Indiana.

If Contractor is other than an individual, Contractor certifies that it is duly registered with the Secretary of State to transact business in Indiana.

26. Renewal Option

This contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract. Any provision for automatic renewal is void.

30.27. Substantial Performance

This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

31.28. Successors and Assignees

The Contractor binds its successors, executors, administrators, and assignees to all covenants of this contract. Except as above set forth, the Contractor shall not assign, sublet or transfer interest in this contract without the prior written consent of the State of Indiana.

32.29. Taxes

The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this contract.

33. Termination for Convenience

~~This contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.~~

34. Termination for Default

A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this contract in whole or in part, if the Contractor **fails to**:

1. Correct or cure any breach of this contract;
2. Deliver the supplies or perform the services within the time specified in this contract or any extension;
3. Make progress so as to endanger performance of this contract; or
4. Perform any of the other provisions of this contract.

~~B. If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.~~

C.B. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D.C. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

35.31. Travel

If otherwise permitted by this contract, expenditures made by the Contractor for travel will be reimbursed by the State at its current rate and in accordance with the State's Travel Policies and Procedures specified in the current Financial Management Circular (#97-1.2).

36.32. Waiver of Rights

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

37.33. Work Standards

The Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this contract, the State may request in writing the replacement of any or all such individuals and Contractor shall grant such request.


37.34. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

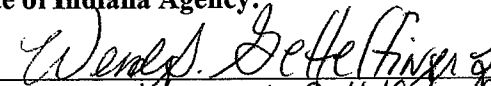
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In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

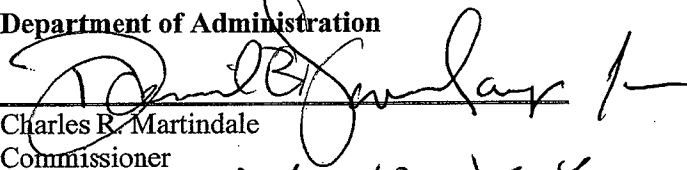
Contractor:

By: 
Printed Name: Fritz Breisch
Title: C.F.O.
Date: 7-14-04

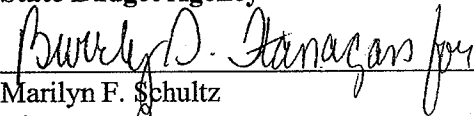
State of Indiana Agency:

By: 
Printed Name: Wendy S. Gettelberger for Renee Miller
Title: Assistant Commissioner
Date: 7-19-04

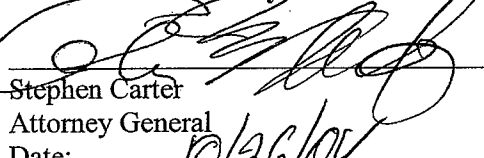
Department of Administration


Charles R. Martindale
Commissioner
Date: Oct. 12, 2004

State Budget Agency


Marilyn F. Schultz
Director
Date: October 15, 2004

Office of the Attorney General


Stephen Carter
Attorney General
Date: 10/26/04



The Connection Experts
Connecting you to customers, products and information

2670 Executive Drive
Indianapolis, IN 46241

Voice Broadcast Agreement

Indiana Department of Health
Company ("Subscriber")

Administrative Contact

Billing Address

Indianapolis
City

Indiana
State

Zip Code

Phone

Fax

E-mail

PLEASE READ AND SIGN THE FOLLOWING AGREEMENT

- Subscriber represents and warrants that (i) Subscriber is knowledgeable concerning the restrictions under federal, state and local laws and regulations that may apply to Subscriber's use of the Voice Broadcast Service ("VBS"), and (ii) each use by Subscriber of the VBS will comply in all respects with all such applicable laws and regulations, including but not limited to the type and identity of each call recipient, Subscriber's relationship to each call recipient, federal and state do not call list requirements, regulations regarding the use of prerecorded voice messages, the call date and time selected by Subscriber, and the content of each call. Any unlawful use by Subscriber of the VBS is strictly prohibited. Subscriber further agrees to maintain all records as may be required by applicable federal and state law.
- NNC will provide Subscriber one or more personal identification numbers ("PIN") which must be used by Subscriber to access and use the VBS. Subscriber will be solely responsible for the proper use of its PIN and for all usage fees and other liabilities arising from use of its PIN to access and use the VBS.

- Subscriber will hold in confidence all information received from NNC and shall not use such information for any purpose other than to access and use the VBS in accordance with this Agreement.
- The term of this Agreement will commence on June 30, 2004 and continue for an initial term of one year. The term of this Agreement may be renewed by written agreement of the parties for three (3) additional terms.

- Subscriber will pay NNC a set-up and activation fee of \$3,000.00 prior to the commencement of services. Subscriber will pay a minimum monthly fee of \$2,500.00 at the beginning of each month. This monthly fee includes up to 15,000 domestic minutes of usage per month. For monthly usage in excess of 15,000 domestic minutes, Subscriber will pay NNC a fee of \$0.22 for (i) each connected domestic minute used by Subscriber to access the VBS (including recording of messages and obtaining reports) and (ii) each domestic minute of connected time for each call made using the VBS (for such purpose, connected time starts when a call is answered by a person or answering machine). Additional charges will apply to international minutes. Payment is due upon receipt of invoice, and any balance due and unpaid for more than 15 days will accrue interest at the rate of 1.5% per month (18% APR) and may result in suspension of Subscriber's access to and use of the VBS.

- THE AGGREGATE LIABILITY OF NNC FOR DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE PORTION OF THE FEES PAID BY SUBSCRIBER TO NNC FOR ANY DEFECTIVE OR UNPERFORMED VOICE BROADCAST SERVICE; PROVIDED THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NNC WILL IN NO EVENT BE LIABLE FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES OR (II) ANY DEFECT IN OR NONPERFORMANCE OF ANY VOICE BROADCAST SERVICE CAUSED BY SUBSCRIBER OR ANY THIRD PARTY, NNC'S LACK OF AVAILABLE VOICE BROADCAST SERVICE CAPACITY, OR ANY CAUSE BEYOND NNC'S REASONABLE AND DIRECT CONTROL.

- This Agreement will be governed by the laws of the State of Indiana. Subscriber agrees that jurisdiction of any judicial action for enforcement of or relating to this Agreement will be exclusively in, and Subscriber agrees to submit to the jurisdiction of, the state or federal courts located in Marion County, Indiana, provided that (i) a final judgment in any such action may be enforced in any other jurisdiction by suit on the judgment, and (ii) any action for equitable relief may be brought in any other court having personal jurisdiction over the defendant. SUBSCRIBER WAIVES ALL RIGHTS TO A JURY TRIAL ON ANY CLAIM OR CAUSE OF ACTION BASED UPON OR RELATING TO THIS AGREEMENT.

- Subscriber and the person executing this Agreement jointly and severally represent and warrant that such person is duly authorized to execute and deliver this Agreement on behalf of Subscriber.

Signature

DATE

NNC Group, LLC

DATE

Printed Name

Printed Name

Title

Title