

Diverse CTI, Inc. hereinafter referred to as DIVERSE. The Gold Seal Partner Plan agreement, hereinafter referred to as GSPP is an annual renewable program designed to keep the telephone system perpetually up to date in it's configuration to match the company's current needs, keep the covered equipment in good working order by means of servicing, repairing and replacing the physical equipment, and updating software, and by making changes to the operational configuration programming of covered equipment. In consideration of this mutual agreement,

Diverse CTI, Inc. agrees to service all covered equipment with the exception of headsets, cordless or mobile phones and other cordless or mobile devices.

The equipment listed on the QUOTE minus the exception list above will hereinafter be referred to as "THE SYSTEM". DIVERSE CTI will service all telephone equipment purchased from DIVERSE CTI at the installation address noted in the QUOTE.

In consideration of said service and other benefits listed in this agreement the CUSTOMER agrees to provide payment to DIVERSE CTI in accordance with the following terms & conditions:

1. TERM: The original TERM of this CONTRACT is 12 months beginning on the day of installation. At the expiration of each 12 month term, this agreement shall continue in full force and effect on a year-to-year basis unless thirty (30) days written notice of termination is given by either party to this agreement prior to the expiration of the current 12 month term.
2. PAYMENT: The CUSTOMER agrees to pay DIVERSE CTI the amount listed on the QUOTE plus tax, hereinafter referred to as "PAYMENT". Advanced quarterly or yearly payments will be made available on request by the CUSTOMER.
3. CUSTOMER SERVICE PROVISIONS: Subject to the conditions hereof, DIVERSE CTI shall, without additional charge to the CUSTOMER, provide regular service on the average within twenty-four (24) hours of receipt of notice from the CUSTOMER. Emergency Service, however, will be rendered on the average within two (2) hours of the CUSTOMER'S request. For the purpose hereof, an emergency is defined as twenty-five (25) percent outage of lines or stations or the inability to initiate incoming or outgoing calls. Regular service will be provided during normal business hours, which are 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of holidays. Emergency service outside of normal business hours will be provided seven (7) days a week twenty-four (24) hours a day.
4. DIVERSE CTI shall, without additional charge to the CUSTOMER, furnish the following services:
  - Personal Trainer with goal setting by department

- Unlimited coaching-developing communication potential and performance by department and total business
- Unlimited consulting-bottom line results
- Unlimited user training with training materials
- Unlimited programming
- Unlimited help desk calls
- Unlimited service calls with priority partner service scheduling
- All repair or replacement of any defective equipment due to defect in material or workmanship
- All repair or replacement of equipment due to user accidents, i.e. beverage spills
- All repair or replacement of equipment due to surge damage, flood damage, so called acts of God, etc.
- All moves and changes of any equipment
- Waiving of all charges for “no trouble found”
- Dial tone problem reporting and resolution
- Replacement of defective handset and station cords
- Local and long distance assessments and recommendations

5. CUSTOMER RESPONSIBILITIES: The CUSTOMER agrees to maintain an Uninterruptible Power Supply (UPS) at all times on each component of THE SYSTEM requiring a 110 volt AC power source. The CUSTOMER agrees to maintain current insurance on THE SYSTEM covering damages caused by lightning, electrical surge, fire, water, and similar catastrophes, to make a timely claim if THE SYSTEM becomes damaged by anything covered by the insurance policy, and to reimburse DIVERSE CTI for damages covered by insurance within 30 days of payment of claim. If the CUSTOMER does not maintain said insurance on THE SYSTEM, DIVERSE CTI will not cover damage attributed by lightning, electrical surge, fire, flood, water damage, and similar catastrophes.

6. ADDITIONS: If new or additional telephone equipment is purchased from DIVERSE CTI in addition to THE SYSTEM subsequent to the date of this CONTRACT, those additions will increase the PAYMENT during the current contract term.

7. PERIPHERAL EQUIPMENT: Peripheral “plug in” items such as headsets, dialers, UPS equipment, answering machines, or any other product or software, which were not provided by DIVERSE CTI, are not covered under this CONTRACT.

8. ASSIGNMENT: This CONTRACT may not be transferred or assigned to any third party without the written consent of DIVERSE CTI.

9. NOTICE: All notices required or permitted under this CONTRACT shall be deemed “delivered” when received in person or by mail, postage prepaid, at the current physical address for that party.

10. LATE FEE: If any PAYMENT is not received within 15 days after the DUE DATE, the CUSTOMER may be required to pay DIVERSE CTI a late fee of \$30.00.

11. NON-SUFFICIENT FUNDS: The CUSTOMER shall be charged \$30.00 for each payment returned to DIVERSE CTI for lack of sufficient funds.

12. LAWFUL TERMINATION: This CONTRACT may be lawfully terminated within 90 days of the initial start date found in paragraph one (1) by giving notice according to the provisions of this contract. All payments made within the initial 90 days will be returned to the CUSTOMER and DIVERSE CTI will no longer be held to any of the conditions or requirements of this CONTRACT and the accumulated REWARD POINT balance will be adjusted to zero.

13. BREACH OF CONTRACT: If at any time PAYMENT fails to arrive within 30 days of the said DUE DATE the CUSTOMER will be in breach of CONTRACT and will be subject to all legal remedies to collect the remaining amount due as provided for in this CONTRACT. DIVERSE CTI will no longer be held to any of the conditions or requirements of this CONTRACT and the accumulated REWARD POINT balance will be adjusted to zero.

14. PURPOSE: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DIVERSE CTI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SYSTEM, equipment, software, service, or advice TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All warranties shall be void if equipment is damaged or rendered unserviceable by negligence, misuse, theft, or vandalism. All warranties shall be void if THE SYSTEM is moved, repaired, relocated, or altered by any party not authorized by DIVERSE CTI. DIVERSE CTI shall not be liable to the CUSTOMER for any incidental, consequential, special or indirect damages (including without limitation, damages arising from loss of business, data, profits or goodwill) incurred or suffered by the CUSTOMER. DIVERSE CTI shall not be liable to the CUSTOMER for the CUSTOMER’s inability to use THE SYSTEM, or perform any function or feature on THE SYSTEM. In no event will the liability of DIVERSE CTI exceed the amount paid by the CUSTOMER to DIVERSE CTI hereunder. No arbitration or other action, regardless of form, relating to transactions occurring under, or contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has occurred. This Agreement shall be governed by and construed and enforced in accordance with the laws

of the State of Oklahoma and the venue shall be Oklahoma County. The CUSTOMER waives the right to change of venue. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement set forth the complete and exclusive statement of the Agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

15. MISCELLANEOUS: Paragraph headings are only for reference purposes and shall not invalidate the provisions therein. 16. ENTIRE CONTRACT: The provision contained in this CONTRACT, when approved, accepted & executed, constitutes the entire agreement between DIVERSE CTI & the CUSTOMER with regard to the subject matter herein and any alterations or modifications hereto must be in writing, referring to this CONTRACT, and must be executed by DIVERSE CTI and CUSTOMER. If any of the provisions of this CONTRACT are held to be illegal, invalid, or unenforceable, such shall not invalidate the remaining provisions therein. DIVERSE CTI shall have the right to delegate the performance of warranty work to subcontractors, but in any event shall remain responsible to the CUSTOMER for the performance thereof.